

CONSTITUTION

Ninth Heaven Literature & Arts Association Inc. *trading as NHLAA Global Incorporated under the Associations Incorporation Act 2009 (NSW)*

Version 1.1 — 1 April 2026

The Association is established as a long-term cultural and intellectual institution.

Its governance framework is designed to preserve continuity of purpose, maintain the integrity of its standards, and support sustained development across generations.

The structure of the Association reflects the need for stability in editorial, scholarly, and institutional direction, while ensuring that all powers are exercised in furtherance of its charitable purposes.

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Part 1 — Preliminary

1 Definitions

(1) In this constitution, unless the context otherwise requires:

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

ACNC Commissioner means the Commissioner of the Australian Charities and Not-for-profits Commission.

Act means the *Associations Incorporation Act 2009* (NSW).

Appointer means Ninth Heaven Group Pty Ltd (ACN 691 520 662), or any successor Appointer determined in accordance with clause 63.

bylaw means a bylaw made by the committee under clause 3A.

Association means Ninth Heaven Literature & Arts Association Inc., incorporated under the Act, operating globally under the name and brand NHLAA Global.

Chapter means a geographic institutional affiliate of the Association formally recognised under Part 13.

Chapter Agreement means the written affiliation agreement entered into between the Association and a recognised Chapter.

charitable purposes means the purposes of the Association set out in clause 4(1), being purposes that are exclusively charitable within the meaning of the *Charities Act 2013* (Cth).

committee means the committee of the Association from time to time.

committee member means an office-bearer or ordinary committee member appointed to the committee in accordance with this constitution.

conflict of interest means a material personal interest held by a committee member that could reasonably be expected to influence, or be perceived to influence, the exercise of that member's functions in relation to a matter.

Department means a standing internal functional unit of the Association established by the committee, as distinct from a Society, Chapter, or Initiative.

disqualified person has the meaning given by the ACNC Act.

eligible voter means a committee member entitled to vote at a general meeting or on a circulating resolution.

Executive Directive means a binding written directive issued by the President under clause 53.

exercise a function includes perform a duty.

financial year means the period described in clause 122.

function includes a power, authority, or duty.

general meeting means an annual general meeting or special general meeting of the Association.

in writing means in legible written or printed form, and includes email and Portal notification, but does not include messages sent through informal communication platforms such as Messenger, Discord, or equivalent unless expressly stated otherwise in this constitution.

Initiative means a defined programme, campaign, publication cycle, event series, or other bounded piece of work undertaken under the authority of the Association or an affiliated body.

major financial decision means any single expenditure, commitment, or financial obligation that exceeds the threshold set by the Appointer from time to time by written notice to the Secretary, or in the absence of such determination, any amount exceeding \$10,000.

material change means a change that could reasonably be expected to significantly affect the purpose, scope, governance, financial position, legal status, brand, or operations of the subject to which it relates. Specific examples of material changes to Society and Chapter local leadership are set out in clause 89(5).

material personal interest means a personal, financial, proprietary, or relational interest of a person that a reasonable person in that position would consider capable of influencing, or being perceived to influence, the exercise of their functions in relation to a matter — including a direct or indirect financial interest in the outcome, a close personal or familial relationship with a person or entity with an interest in the matter, or a position as director, officer, or significant stakeholder of such an entity.

member means a member of the Association in any membership class.

notice mechanism means the notice and acknowledgment system required by clause 9C(1A) that must be implemented before Subscriber/Contributor Members can be automatically admitted.

NHLAA Global means the Association operating under its global brand and institutional identity.

office-bearer means a committee member appointed to one of the offices referred to in clause 20(1)(a).

ordinary committee member means a committee member who is not an office-bearer.

ordinary resolution means a resolution passed by a simple majority of the votes of eligible voters present and voting.

Portal means the Association's official digital management system, being such platform as designated by the committee from time to time by written notice to all members, meeting the minimum standards set out in Schedule 6.

portfolio lead means a committee member designated by the committee under clause 29(3) as the coordinating lead for a particular portfolio area.

register of members means the register maintained under clause 17.

Related Entity has the meaning given by the ACNC Act and includes the Appointer.

related party means the Appointer, any committee member, any person who is an associate (within the meaning of the *Corporations Act 2001* (Cth)) of a committee member, and any entity in which a committee member holds a material interest.

Regulation means the *Associations Incorporation Regulation 2022* (NSW).

requisition vote means a vote held by a member solely for the purpose of requisitioning a special general meeting under clause 65(4A), being distinct from any voting right at a general meeting.

responsible person has the meaning given by the ACNC Act, and includes all committee members of the Association.

Secretary, of the Association, means: (a) the person holding the office of Secretary under this constitution; or (b) if no person holds that office — the public officer of the Association.

Society means an affiliated body of the Association formally recognised under Part 13.

Society Agreement means the written affiliation agreement entered into between the Association and a recognised Society.

special resolution means a resolution: (a) of which notice has been given to all members at least **21 days** before the meeting, including the full text of the proposed resolution; and (b) passed by at least 75% of the votes of eligible voters present and voting.

Strategic Plan means the annual or multi-year strategic plan of the Association as approved or directed by the Appointer from time to time.

subcommittee means a subcommittee established under Part 12.

Subcommittee Lead means a person appointed by the committee to lead a subcommittee under clause 55, who need not be a committee member of the Association.

International Society has the meaning given in clause 87A(1) — a Society whose activities are conducted primarily outside Australia, or whose leadership and membership are based primarily outside Australia, and which is designated as an International Society in the committee's recognition resolution.

International Chapter has the meaning given in clause 87A(1) — a Chapter whose activities are conducted primarily outside Australia, or whose leadership and membership are based primarily outside Australia, and which is designated as an International Chapter in the committee's recognition resolution.

unbudgeted expenditure means expenditure for which no budget allocation was included in the budget approved under clause 74.

working day means a day that is not a Saturday, Sunday, or public holiday in New South Wales.

(2) In this constitution, unless the context otherwise requires:

- (a) a reference to a person includes a natural person, a body corporate, and an unincorporated body;
- (b) words in the singular include the plural and vice versa;
- (c) words importing one gender include all genders;
- (d) a reference to any legislation includes any amendment, re-enactment, or replacement of that legislation;
- (e) headings are for navigation only and do not affect the interpretation of this constitution; and
- (f) a reference to a clause, part, schedule, or other provision is a reference to a clause, part, schedule, or provision of this constitution unless stated otherwise.

(3) The *Interpretation Act 1987* (NSW) applies to this constitution as if it were an instrument made under the Act.

(4) Where a term is used but not defined in this constitution, it has the meaning given by the Act, the Regulation, or the ACNC Act, as applicable.

Note: The Act (as defined), Part 4 deals with various matters relating to the management of associations.

1A Direction hierarchy

In the event of any inconsistency between instruments, decisions, or directions within the Association:

- (a) the Act and all applicable law prevail over all other instruments;
 - (b) this constitution prevails over any policy, directive, or resolution;
 - (c) a lawful Appointer direction prevails over any committee resolution or Presidential Executive Directive; and
 - (d) a committee resolution prevails over any subcommittee decision, Subcommittee Lead direction, or Society or Chapter decision.
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2 Name and global identity

- (1) The legal name of the Association is **Ninth Heaven Literature & Arts Association Inc.**
 - (2) The Association operates under the global brand and institutional identity **NHLAA Global**. This identity is the international operating name and brand of the Association. It is not a separate legal entity.
 - (3) The Association is a single body incorporated in New South Wales. NHLAA Global is the expression of that institution across all global contexts, including through its Societies, Chapters, and international programmes.
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3 Ancillary documents

- (1) The committee must adopt and maintain the following ancillary policy documents, which are binding on all committee members, officers, and affiliated bodies of the Association:
 - (a) Privacy Policy; (b) Code of Conduct; (c) Conflict of Interest Policy; (d) Child Safety and Safeguarding Policy; (e) Brand and Style Guide; (f) Social Media and Communications Policy; (g) Financial Management Policy; (h) Grants Management Policy; (i) Publication Ethics Policy; and (j) Chapter Governance Manual.
- (2) These documents are ancillary to this constitution. Where any ancillary document is inconsistent with this constitution, this constitution prevails.
- (3) The committee must review each ancillary document at least once every two years.

3A Committee bylaws

- (1) The committee may, by ordinary resolution, make, amend, or revoke bylaws governing any aspect of the Association's activities, programmes, community conduct, platform use, events, or member participation. Bylaws are subordinate to this constitution and to any Appointer direction; where a bylaw is inconsistent with either, it is of no effect to the extent of the inconsistency.
- (2) Bylaws are binding on all members, Subcommittee Leads, subcommittee members, and affiliated bodies from the date of adoption or such later date as the committee specifies.
- (3) The committee is not required to give notice to members before making or amending a bylaw, but must notify all members of any new or amended bylaw within **14 days** of adoption.
- (4) No bylaw may confer rights on members beyond those set out in this constitution, reduce the Appointer's powers, or amend this constitution. Any bylaw that materially affects governance processes, decision-making authority, voting thresholds, or the powers of the President or the Appointer under this constitution requires the prior written approval of the Appointer before it takes effect. A bylaw adopted without required Appointer approval is void.
- (5) The Appointer may at any time, by written notice to the Secretary, require the committee to make, amend, or revoke any bylaw, and any such direction prevails over any inconsistent bylaw or committee resolution.

3B Prohibition on unauthorised action — foundational rule

- (1) No person — whether a member, committee member, officer, Subcommittee Lead, advisory board member, working group member, Society or Chapter leader, affiliated body representative, or any other individual — may take any action, make any commitment, issue any communication, conduct any event, launch any initiative, or expend any resource in the name of, on behalf of, or purportedly representing the Association without prior express authorisation as specified in this constitution or by written direction from an authorised officer.
- (2) Actions requiring prior authorisation under subclause (1) include, without limitation:
 - (a) entering into or purporting to enter into any contract, agreement, or commitment on behalf of the Association;
 - (b) making any payment, incurring any expenditure, or accessing any financial account in the Association's name;
 - (c) issuing any statement, announcement, communication, or publication in the name of the Association or using its brand;
 - (d) organising, announcing, promoting, or conducting any event under the Association's name or using its resources;

(e) commencing, publicly announcing, or operationally launching any programme, initiative, campaign, or project in the Association's name;

(f) communicating with media, government bodies, regulators, or the public in a representative capacity;

(g) opening, operating, or closing any account, platform, or service in the Association's name; and

(h) any other act that could bind, commit, represent, or create an obligation for the Association.

(3) The absence of a direction prohibiting an action is not authorisation to take it. A person who is uncertain whether a proposed action has been authorised must seek a written direction from the President or committee before acting.

(4) Any action taken in contravention of this clause:

(a) does not bind the Association and creates no obligation on the Association, subject to any applicable law protecting bona fide third parties acting without notice of the absence of authority;

(b) is grounds for removal of the person responsible under clause 8B or for disciplinary action under Part 7A, where the contravention is material or causes, or could reasonably cause, detriment to the Association; and

(c) may expose the person responsible to personal liability for any costs, losses, or consequences arising from the unauthorised action, to the extent provided by applicable law.

(5) Nothing in this clause restricts the Appointer's powers under clause 60 or the President's powers under Part 8, both of which are conferred by this constitution.

Part 2 — Charitable Purposes and Not-for-Profit Status

4 Charitable purposes

(1) The Association is established and operated for the following **charitable purposes** only, which are exclusively charitable within the meaning of the *Charities Act 2013* (Cth):

(a) to advance culture, literature, and the arts by publishing, exhibiting, and promoting artistic and literary works, including through *Ninth Heaven Literary Journal* and related programmes;

(b) to advance education by providing opportunities, workshops, and resources for writers, artists, and scholars across all communities and jurisdictions in which the Association operates;

(c) to promote intercultural and interdisciplinary dialogue across literature, philosophy, science, and the humanities;

(d) to conduct public programmes and events that develop artistic literacy and creative thought;

(e) to build and sustain a global network of literary and artistic communities through Societies, Chapters, and affiliated bodies operating under the NHLAA Global framework; and

(f) any other purpose that is itself charitable within the meaning of section 5 of the *Charities Act 2013* (Cth) and that advances or supports the purposes in (a)–(e).

(2) The Association's purposes are for the benefit of the public or a sufficient section of the public. The Association must not restrict the public benefit of its activities to a private class that does not constitute a sufficient section of the public.

(3) All powers of all persons and bodies under this constitution — including the powers of the Appointer — are exercisable only in furtherance of the charitable purposes of the Association. No power conferred by this constitution may be exercised in a manner that:

(a) diverts the Association's assets or activities from the charitable purposes; or

(b) benefits the Appointer or any Related Entity in a manner that is not incidental to, or in furtherance of, the charitable purposes.

4A Guiding philosophy

The Association exists to pursue beauty, virtue, and the elevation of the human spirit, drawing upon enduring cultural traditions, including those expressed in devotion to the Holy Virgin. This statement of identity animates the Association's purposes and informs the character of its work; it does not impose religious requirements on members or create obligations beyond the charitable purposes set out in clause 4.

5 Not-for-profit clause

(1) The Association is a not-for-profit body. The income and assets of the Association must be applied solely to promote the charitable purposes of the Association.

(2) No portion of the income or assets of the Association may be paid, transferred, or distributed, directly or indirectly, to any member, committee member, or officer of the Association, whether by way of dividend, bonus, profit, or otherwise.

(3) Nothing in subclause (2) prevents:

- (a) payment of reasonable remuneration to any person for services actually rendered to the Association, on arm's-length terms at fair market value;
- (b) reimbursement of properly and reasonably incurred out-of-pocket expenses; or
- (c) payment of insurance premiums or indemnity amounts under clauses 49 and 50.

6 Compliance with law

(1) The committee must ensure that the Association complies at all times with:

- (a) the Act and the Regulation;
- (b) the ACNC Act and the ACNC Governance Standards;
- (c) the *Charities Act 2013* (Cth);
- (d) all other applicable Australian laws; and
- (e) to the extent practicable, the laws of each jurisdiction in which the Association operates.

(2) The Secretary is responsible for ensuring the Association's reporting and lodgement obligations under the Act, the ACNC Act, and applicable tax legislation are met, including:

- (a) lodgement of the Annual Information Statement with the ACNC;
- (b) lodgement of any amendment to this constitution with NSW Fair Trading within **28 days** of adoption; and
- (c) notification of changes to public officer details as required by the Act.

(3) The committee must ensure the Association complies with all applicable financial crime obligations, including the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) to the extent the Association is a reporting entity under that Act, and any equivalent laws in jurisdictions in which the Association operates. The Treasurer must promptly notify the committee if the Association's activities give rise to any reporting obligation under financial crime legislation.

6A Cultural and brand standards

(1) All activities of the Association — including those carried out by its committee, subcommittees, Societies, Chapters, and any other affiliated or authorised body — must reflect the cultural, intellectual, and aesthetic standards of the Association as determined by the committee and articulated in its governing documents.

(2) The committee is the ultimate authority on whether any activity, output, or conduct meets the Association's standards. The committee may direct any person or body to modify or cease any activity it considers inconsistent with those standards.

(3) No activity, publication, event, or communication may be carried out in the name of the Association if it does not, in the committee's assessment, reflect those standards.

6B General powers of the Association

(1) The Association is a body corporate under the *Associations Incorporation Act 2009* (NSW) and has full legal capacity to do all things necessary or convenient for the furtherance of its charitable purposes, including the power to:

(a) sue and be sued in its own name;

(b) acquire, hold, lease, mortgage, charge, and dispose of real and personal property;

(c) enter into contracts and other legally binding arrangements;

(d) open and operate bank accounts and financial facilities;

(e) accept gifts, bequests, donations, and grants;

(f) employ, engage, direct, and terminate staff, contractors, and agents;

(g) borrow money and grant security over its assets, subject to the restrictions in clause 72(3);

(h) establish and operate Societies, Chapters, subcommittees, and other bodies under its governance framework;

(i) affiliate with, or become a member of, any body whose objects are consistent with the Association's charitable purposes, subject to Appointer approval; and

(j) do all other things incidental to, or necessary or convenient for, the attainment of its charitable purposes.

(2) The powers in subclause (1) may only be exercised by or under the authority of the committee, in accordance with this constitution and any applicable Appointer direction.

(3) The Association's powers are subject always to its charitable purposes, the direction hierarchy in clause 1A, and all applicable law.

6C Model rules — subsidiary application

- (1) To the extent that any matter relating to the Association is not addressed by this constitution, the model rules prescribed under the *Associations Incorporation Regulation 2022* (NSW) apply to that matter as a default, except to the extent they are inconsistent with any express provision of this constitution.
 - (2) Where a model rule is inconsistent with this constitution, this constitution prevails.
 - (3) The committee may, by resolution, adopt supplementary procedures or bylaws under clause 3A to address any matter not addressed by this constitution or the model rules.
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Part 3 — Members

7 Membership classes

- (1) The Association has the following membership classes:
 - (a) **General Member** — any individual who has applied for and been admitted to membership;
 - (b) **Student Member** — any individual who is enrolled as a student at a recognised educational institution;
 - (c) **Associate Member** — any individual admitted on terms determined by the committee;
 - (d) **International Member** — any individual ordinarily resident outside Australia;
 - (e) **Honorary Member** — any individual elected to honorary membership by resolution of the committee passed by not less than 75% of all committee members, in recognition of exceptional service or contribution to the Association's purposes; and
 - (f) **Society/Chapter Member** — any individual member of a recognised Society or Chapter who is also admitted to membership of the Association; and
 - (g) **Subscriber/Contributor Member** — any individual who acquires membership automatically by reason of subscribing to, or having a work accepted for publication in, any Association publication, including *Ninth Heaven Literary Journal*, where the committee has determined that such subscription or acceptance carries membership.
- (2) The committee may, by resolution, create additional membership classes with such rights and conditions as the committee determines, subject to Appointer approval.

(3) Membership fees for each class are set by the committee by resolution and may be varied from time to time. Honorary Members are exempt from membership fees.

(4) The rights associated with any membership class — including access to programmes, platforms, events, publications, communication channels, and Association resources — are not fixed. The committee may at any time, by resolution, vary the rights, privileges, or access levels of any membership class or any individual member without affecting that member's formal membership status. Such variations take effect on the date specified by the committee.

(5) The committee may create a tiered access system within any membership class, granting greater or lesser access to programmes, resources, or community participation based on criteria the committee determines, including seniority, contribution, conduct history, geographic location, or any other factor the committee considers relevant.

(6) The Appointer may at any time direct the committee to vary the rights or access levels of any membership class or individual member, and any such direction prevails over any committee determination.

7A Associate Member — default rights and eligibility restrictions

(1) An **Associate Member** is a member admitted on such terms as the committee determines. In the absence of any specific committee determination, the following default rights and restrictions apply.

(2) **Default rights.** An Associate Member is entitled to:

- (a) receive notice of, and attend, general meetings as an observer under clause 65A;
- (b) access the Association's publicly available publications and resources;
- (c) attend public-facing events of the Association;
- (d) use the Association's internal grievance and dispute resolution procedures under Parts 16 and 16A; and
- (e) natural justice before being expelled or suspended under clause 13.

(3) **Default restrictions.** Unless the committee resolves otherwise in respect of a specific Associate Member or the class generally, an Associate Member:

- (a) is not eligible to be appointed to the committee or to any office-bearer position;
- (b) is not eligible to serve as a Subcommittee Lead or as the president or committee member of any recognised Society or Chapter;

(c) does not have default access to member-only programmes, platforms, or community spaces beyond those that are open to all members; and

(d) pays a reduced membership fee as determined by the committee.

(4) The committee may, by ordinary resolution, expand any of the rights in subclause (2), remove any of the restrictions in subclause (3), or impose additional conditions, in respect of all Associate Members or any individual Associate Member.

(5) An Associate Member who meets the eligibility requirements for General Membership may apply to transition under clause 9D.

7B Honorary Member — rights and status

(1) An **Honorary Member** is a person elected to honorary membership by resolution of the committee passed by not less than 75% of all committee members in recognition of exceptional service to, or exceptional contribution to the purposes of, the Association.

(2) An Honorary Member is entitled to:

(a) all rights of a General Member under clause 8, including receipt of notice of and attendance at general meetings as an observer under clause 65A;

(b) recognition of their honorary status in all official communications and membership records of the Association;

(c) access to the Association's publications, platforms, programmes, events, and member resources; and

(d) use the Association's internal grievance and dispute resolution procedures under Parts 16 and 16A.

(3) An Honorary Member is exempt from membership fees under clause 7(3).

(4) An Honorary Member is eligible to be appointed to the committee by the Appointer under clause 22. Honorary status does not by itself confer committee membership.

(5) Honorary membership may be withdrawn only by resolution of the committee passed by not less than 75% of all committee members. Before the committee votes on withdrawal, the member must be given:

(a) written notice of the proposed withdrawal and the grounds for it, not less than **21 days** before the meeting at which the vote is to be held; and

(b) a reasonable opportunity to make written representations to the committee, which must be tabled and considered before the vote is taken.

(6) The committee may, by ordinary resolution, expand the rights in subclause (2) or confer additional privileges on any Honorary Member.

7C International Member — rights and geographic considerations

(1) An International Member has the same rights as a General Member under this constitution, including the right to:

- (a) attend and observe general meetings under clause 65A;
- (b) access the Association's publications and digital resources;
- (c) participate in programmes, events, and community activities of the Association;
- (d) use the Association's internal grievance and dispute resolution procedures under Parts 16 and 16A; and
- (e) be considered for appointment to the committee by the Appointer.

(2) Ordinary residence outside Australia does not disqualify a person from being appointed to the committee. An International Member appointed to the committee holds all the rights and obligations of a committee member under this constitution.

(3) The committee may, by ordinary resolution, adjust the access of International Members — or a subset of International Members by region — to specific programmes or in-person events where access is practically limited by geography, time zone, or applicable local law. Any such adjustment must be reasonable, must not remove core membership rights, and must be notified to affected members.

(4) The committee may set a reduced membership fee for International Members, having regard to geographic cost-of-living differences and the Association's international accessibility objectives.

(5) A General Member who becomes ordinarily resident outside Australia is not required to transition to International Member class. If the member wishes to be reclassified — for example, to access a reduced fee — they may notify the Secretary and apply under clause 9D(1). Membership rights, obligations, and committee eligibility are not affected by whether a member holds General or International Member status while resident outside Australia.

7D Society/Chapter Member — rights and relationship to Society or Chapter

(1) A **Society/Chapter Member** is an individual who is both:

- (a) an active member in good standing of a recognised Society or Chapter under Part 13; and
- (b) admitted to membership of the Association under clause 9.

(2) A Society/Chapter Member is entitled to:

- (a) receive notice of and attend general meetings as an observer under clause 65A;
- (b) access the Association's publications, digital resources, and such platforms and programmes as the committee determines are available to this class;
- (c) participate in programmes, events, and community activities of the Association to which access is extended to this class by the committee;
- (d) use the Association's internal grievance and dispute resolution procedures under Parts 16 and 16A; and
- (e) natural justice before being expelled or suspended under clause 13.

(3) Unless the committee resolves otherwise, a Society/Chapter Member:

- (a) is not eligible to be appointed to the committee by the Appointer unless the Appointer specifically approves that appointment;
- (b) is not eligible to serve as a Subcommittee Lead; and
- (c) does not have default access to programmes or spaces designated for General Members only.

(4) A Society/Chapter Member ceases to hold this class of membership upon ceasing to be an active member in good standing of the relevant Society or Chapter, or upon the Society or Chapter losing recognition under Part 13. The Secretary must update the register accordingly upon receiving notice from the relevant Society or Chapter or from the committee.

(5) A Society/Chapter Member who meets the eligibility requirements for General Membership may apply to transition under clause 9D.

(6) The committee may, by ordinary resolution, expand the rights in subclause (2) or remove any restriction in subclause (3) in respect of all Society/Chapter Members or any individual Society/Chapter Member.

8 Members' rights

Every member of the Association has the right to:

- (a) receive notice of all general meetings in accordance with this constitution;

- (b) attend general meetings, subject to clause 65A;
- (c) access the membership register (subject to clause 18(5) and the Privacy Policy);
- (d) inspect the Association's constitution and financial statements in accordance with this constitution;
- (e) raise matters at general meetings by written notice to the Secretary, if the member is a committee member;
- (f) complain through the Association's internal dispute resolution process in accordance with Part 16; and
- (g) natural justice before being expelled or suspended from membership in accordance with clause 13.

Note: Only committee members may speak at or vote in general meetings. Attendance rights are restricted by membership class under clause 65A. Subscriber/Contributor Members have no right to attend general meetings under clause 9C(2)(d); the general notice and attendance right in clause 8(a) is subject to that restriction.

8A Members' obligations

(1) Every member of the Association must:

- (a) abide by the Code of Conduct as ratified by the committee from time to time, including the standards of respectful conduct and hierarchical interaction set out therein, which govern the manner in which all members interact with one another and with persons of greater authority within the Association;
- (b) uphold the mission, values, and cultural standards of the Association; and
- (c) comply with this constitution and all applicable policies of the Association.

(2) A member must not make or publish any statement — whether in public, online, or in any communication to a third party — that the member knows to be false, or is reckless as to its truth, where that statement concerns the Association, its work, its committee members, or the Ninth Heaven brand and could cause material reputational harm to the Association or its affiliates. This subclause does not prohibit honest, good-faith expression of genuine opinion or criticism, including criticism of the Association's governance, decisions, policies, or activities.

(3) Subclause (2) does not prevent a member from:

- (a) making a good-faith report or complaint to the Appointer, the ACNC Commissioner, NSW Fair Trading, or any other relevant regulator;
- (b) participating in the Association's internal grievance procedure under Part 16A or the dispute resolution procedure under Part 16;

- (c) giving evidence or making submissions in any legal or regulatory proceedings; or
 - (d) making any honest, accurate, or good-faith statement in any context, including publicly, that expresses the member's genuine opinion about the Association or its activities, provided the statement does not contain material factual falsehoods.
- (4) Breach of any obligation under this clause constitutes grounds for disciplinary action under clause 13, including suspension or expulsion.

8B Committee authority over members

- (1) The committee is the governing body of the Association. In all matters relating to the Association's activities, programmes, standards, and community life, the committee is the supreme authority over all members.
- (2) Membership of the Association is a privilege extended by the committee. Every member accepts membership on the condition that:
- (a) the committee has full authority to govern the Association, direct members, and determine the standards, culture, and conduct expected of the Association's community;
 - (b) all resolutions, policies, standards, codes, and directives of the committee, and all directions of the President or a person acting under committee authority, are binding on all members and must be observed promptly and in good faith;
 - (c) the committee's judgement on all matters of governance, culture, standards, and community is final, subject only to the limited rights expressly set out in this constitution; and
 - (d) no member acquires any proprietary, contractual, or vested right in continued membership by reason of having been admitted or having held membership for any period.
- (3) A member must comply with any direction given by the committee, the President, or any person acting under the authority of the committee in relation to any Association activity, programme, event, communication, or community. Non-compliance or deliberate disregard of any such direction constitutes grounds for removal under this clause or formal disciplinary action under clause 13.
- (4) The committee may, by ordinary resolution, remove a member from the Association without following the process in clause 13 on the following administrative grounds only:
- (a) non-payment of membership fees within the period specified in clause 12(d) or the applicable fees schedule;
 - (b) failure by the member to satisfy or maintain any ongoing membership condition specified in this constitution or applied by committee resolution; or

(c) where the committee determines on reasonable grounds that the member poses an immediate and credible threat to the physical safety, wellbeing, or security of any other member, officer, volunteer, committee member, or person associated with the Association — including by reason of stalking, harassment, unwanted or predatory contact, or threatening behaviour — or to the Association's premises or digital systems, and immediate removal is necessary to protect against that threat;

(d) persistent failure by the member to perform any role, function, or responsibility assigned to the member to the standard reasonably required by the committee, whether paid or voluntary, where the committee has given the member at least one prior written notice identifying the specific deficiency and a period of not less than **7 days** to remedy it, and the deficiency has not been remedied to the committee's reasonable satisfaction; or

(e) an approach, conduct, or expressed attitude persistently and materially inconsistent with the values, guiding philosophy, or purposes of the Association as set out in clauses 4 and 4A, as determined by the committee after giving the member written notice of the committee's concern; **provided that** this ground does not permit removal on the basis of a member's personal religious beliefs or lack thereof, but only on the basis of conduct that materially undermines the Association's activities, programmes, or community standards. The "guiding philosophy" in clause 4A informs the character of the Association's work but does not create a religious test for membership.

Removal on any other ground constitutes removal on disciplinary grounds and must follow the process in clause 13. The Secretary must give the member written notice of removal (which may be by email or Portal notification to the member's last known contact address), which takes effect at the time specified in the notice, or if no time is specified, **48 hours** after the notice is sent.

(5) The President may, by written notice to the Secretary, remove any member from the Association on the administrative grounds set out in subclause (4)(a)–(e) without following the process in clause 13. The Secretary must give the member written notice of removal (which may be by email or Portal notification to the member's last known contact address), which takes effect at the time specified by the President, or if no time is specified, **48 hours** after the notice is sent. The President must report the removal to the committee at its next meeting. Where the President determines that immediate removal is necessary on the ground in subclause (4)(c), the President may specify in the notice that removal takes effect immediately on sending. The President must record the grounds for immediate removal in writing to the Secretary within **24 hours**.

(5A) **Interim suspension — urgent safety or protection.** Where the President has reasonable grounds to believe that a member poses an urgent threat to the safety, wellbeing, or privacy of any other member, officer, volunteer, or person associated with the Association — including by stalking, harassment, predatory contact, or threatened harm — the President may, by written notice to the Secretary, suspend the member's membership on an interim basis for a period not exceeding **7 days**. An interim suspension under this subclause:

(a) takes effect immediately on the President's notice being sent to the Secretary;

(b) restricts the member from accessing any Association premises, platforms, events, or communications channels during the suspension period;

(c) does not constitute removal or expulsion and does not trigger the rights in clause 8B(6); and

(d) requires the President to convene a committee meeting or circulating resolution within **5 days** to determine whether to remove the member under subclause (4)(c), refer the matter to the formal disciplinary process under clause 13, or lift the suspension.

The interim suspension is automatically lifted at the end of the 7-day period unless the committee has acted under paragraph (d) before that time. The President must record the grounds in writing to the Secretary within **24 hours** of issuing the notice.

(6) A member removed under subclauses (4) or (5) has no right of appeal and no right to reinstatement. The committee may, in its absolute discretion, reinstate a removed member at any time by resolution.

(6A) Where the committee considers it necessary for the protection of the Association's community, Societies, Chapters, or affiliated bodies, the committee may by resolution publicly notify that a person's membership has been terminated. Any such notification must not include reasons unless the committee determines otherwise, and must be proportionate to the protective purpose. The Appointer may at any time direct the committee to issue, withdraw, or amend any such notification.

(7) Members have no right to demand, and the committee and President are under no obligation to give, reasons for any removal, restriction, or governance decision. The absence of reasons does not affect the validity of any such decision.

(8) This clause does not limit the operation of the Appointer's powers under Part 9, the Presidential authority under Part 8, or the formal disciplinary provisions of Part 7A and clause 13.

(9) The natural justice obligations in clause 13 and the right of appeal in clause 14 apply only to formal disciplinary proceedings initiated under clause 13, and do not apply to removals or restrictions under this clause.

(10) **Protected disclosure — absolute prohibition on retaliatory removal.** Notwithstanding any other provision of this clause, neither the committee nor the President may exercise any removal, suspension, or restriction power under this clause against any person for the sole or dominant reason that the person:

(a) made, or is suspected of having made, a protected disclosure to the ACNC Commissioner under section 275 of the *Australian Charities and Not-for-profits Commission Act 2012* (Cth), or a protected disclosure under Part 9.4AAA of the *Corporations Act 2001* (Cth) to the extent applicable, or a disclosure under any applicable whistleblower, public interest disclosure, or protected reporting legislation;

(b) provided information, documents, or assistance to the ACNC Commissioner, the Australian Securities and Investments Commission, NSW Fair Trading, the Australian Taxation Office, or any other regulator or authority in connection with any inquiry, investigation, audit, or compliance matter relating to the Association or its governance; or

(c) reported a concern, made a complaint, or gave evidence in any proceeding under the *Fair Work Act 2009* (Cth), the *Work Health and Safety Act 2011* (NSW or Cth), any anti-discrimination legislation, or any other statute that confers a right to report, complain, or give evidence without retaliation.

Any removal, suspension, or restriction purportedly made in breach of this subclause constitutes an act of victimisation under the ACNC Act and is of no effect to the extent of that breach. This subclause cannot be excluded, modified, or overridden by any committee resolution, Appointer direction, or other provision of this constitution.

8C Member confidentiality and non-solicitation

(1) Every member must keep confidential all non-public information received in their capacity as a member, including:

- (a) internal deliberations of the committee, subcommittees, or any Association body;
- (b) committee decisions, resolutions, or directions communicated to members before public announcement;
- (c) draft or unpublished works, submissions, editorial feedback, or programme materials shared through Association channels;
- (d) personal information of other members obtained through the Association; and
- (e) financial, strategic, or operational information of the Association not otherwise publicly disclosed.

(2) The confidentiality obligation in subclause (1) continues for a period of **2 years** after a person ceases to be a member for any reason, and indefinitely in relation to information that constitutes a trade secret, personal information of others, or legally privileged material.

(3) **Conduct toward other members.** A member must not make any statement that the member knows to be false with the dominant purpose of inducing another member or officer of the Association to resign from or abandon their role or membership. This subclause does not restrict:

- (a) ordinary social contact or pre-existing relationships;
- (b) a member's freedom to join, support, participate in, or establish any other literary, artistic, cultural, or community organisation;
- (c) a member's freedom to express honest personal opinions about the Association, including in public; or
- (d) a member from making a protected disclosure to the ACNC Commissioner or any other regulator under clause 8B(10).

(4) Breach of this clause constitutes grounds for immediate removal under clause 8B(4) or 8B(5), formal disciplinary action under clause 13, and civil proceedings by the Association for any loss occasioned.

(5) The Appointer may at any time vary, extend, or release any obligation under this clause by written notice to the Secretary.

8D Member conduct — private and external conduct

(1) A member's obligations under clause 8A extend to any conduct — whether public or private, online or offline — that arises from or is directly connected to the member's membership or engagement with the Association, and that:

(a) is materially prejudicial to the interests, reputation, or community of the Association;

(b) actively and deliberately disrupts or sabotages the implementation of a specific decision, policy, or direction of the committee or the President — this paragraph does not apply to a member expressing disagreement internally through proper channels, voting against a resolution in committee, or making a good-faith report to a regulator;

(c) actually damages the working relationships, cohesion, or morale of the committee, subcommittees, or the Association's community; or

(d) actually brings the Association, the NHLAA Global brand, or the Ninth Heaven name into disrepute;

(e) constitutes a threat to the constitution or its governance structures — including threatening committee members, officers, or the Appointer in connection with any governance decision; calling on others to disregard or act in defiance of this constitution; or attempting to organise concerted action to subvert, circumvent, or coerce any person contrary to the governance structures established by this constitution; or

(f) constitutes a breach of clause 3B — including taking any unilateral action that commits, purports to bind, or creates any obligation for the Association; organising, announcing, or promoting any event, initiative, programme, or activity in the name of the Association without prior authorisation; using the Association's brand or name in any external-facing context without prior authorisation; or representing to any person that the member has authority on behalf of the Association when no such authorisation has been granted.

(2) Conduct falling within subclause (1) constitutes grounds for removal under clause 8B or formal disciplinary action under clause 13.

(3) The Appointer may direct the committee to take action against any member in respect of conduct falling within this clause, and any such direction must be complied with.

8E Member intellectual property and content assignment

(1) Where a member makes a **contribution** to the Association — being a work that the member specifically and intentionally submits or delivers to the Association for inclusion in a publication, programme, platform, event, or initiative operated by the Association, and which the Association has accepted or included — the member, by making that contribution, grants the Association a **perpetual, irrevocable, worldwide, royalty-free licence** to use, reproduce, publish, adapt, distribute, and sublicense that work for any purpose consistent with the Association's charitable purposes. A contribution for this purpose includes writing, artwork, criticism, research, photography, design, code, and similar creative, editorial, or scholarly works specifically submitted for Association publication, display, or programme use. It does not include ordinary correspondence, internal communications, meeting contributions, chat or forum messages, emails, or any work not specifically and intentionally submitted for Association publication, display, or programme use.

(2) Where the committee by resolution requires full assignment (as distinct from licence) of intellectual property in any contribution, the committee must ensure that the member signs a separate written assignment instrument — in accordance with section 197 of the *Copyright Act 1968* (Cth) — before the contribution is accepted or published. The member must be clearly notified of the assignment requirement before or at the time of making the contribution. A standing licence under subclause (1) operates in respect of any contribution for which a signed assignment instrument has not been obtained.

(3) The member warrants that:

- (a) the contribution is the member's own original work or the member has the right to contribute it;
- (b) the contribution does not infringe any third-party intellectual property rights; and
- (c) the Association's use of the contribution in accordance with this clause will not expose the Association to any claim.

(4) The licence and assignment in this clause survive cessation of membership.

(5) The Appointer may set minimum terms for IP licences and assignments under this clause, including requiring the committee to obtain full assignment in all cases, by written notice to the Secretary.

9 Membership applications

(1) An application for membership must be:

- (a) made in writing or through the Portal;
- (b) in the form determined by the committee; and
- (c) lodged with the Secretary.

(2) The Secretary must refer each application to the committee as soon as practicable.

(3) The committee must approve or reject the application. The committee is not required to give reasons for rejection. Without limiting the committee's general discretion, the committee may reject an application where it has reasonable grounds to believe the applicant seeks membership primarily to access, identify, contact, monitor, or engage with a specific member, officer, volunteer, or person associated with the Association for purposes unrelated to the Association's charitable purposes — including for the purpose of stalking, harassment, or unwanted contact. Where it is discovered after a person has been admitted to membership that the person applied for membership for any such purpose, the committee may remove the person immediately under clause 8B(4)(c) and the President may do so under clause 8B(5); any notice period otherwise applicable to removal on that ground does not apply where the person obtained admission by concealing or misrepresenting their purpose.

(4) The Secretary must notify the applicant of the committee's decision as soon as practicable.

(5) A person becomes a member upon the Secretary entering the person's name in the register of members following approval.

(6) **Member privacy.** The Secretary must not disclose the contact details or personal information of any member to any other member or to any third party except:

(a) as required by law or by a regulatory authority;

(b) with the express written consent of the member concerned;

(c) to committee members and officers to the extent reasonably necessary for the administration of the Association; or

(d) to the extent strictly necessary to enable the Association to contact members for official Association purposes.

The committee must ensure that the Association's digital systems and membership portal do not by default display any member's contact details, residential address, or personal information to other members. A member may, at their own election, choose to make their contact details or social media profiles visible on their public member profile, and any information a member voluntarily makes public in this way is published at that member's own risk and initiative.

9A Probationary membership

(1) All new members are admitted on a probationary basis for a period of **90 days** from the date of admission, unless the committee specifies a shorter or longer period, or waives probation, at the time of admission.

(2) During the probationary period, a member:

(a) holds all the obligations of membership set out in this constitution; and

(b) holds such rights as the committee determines, which may be less than the full rights of their membership class.

(3) At any time during the probationary period, the committee may by resolution, and the President may by written notice to the Secretary, terminate the membership of a probationary member without giving reasons and without the process in clause 8B(4) or clause 13. Termination takes effect upon the Secretary recording the resolution or receiving the President's notice.

(4) A probationary member has no right of appeal against termination under subclause (3).

(5) On the expiry of the probationary period without termination, the member is confirmed as a full member of their class. The committee may by resolution extend the probationary period for a further period not exceeding **90 days** where it requires further time to assess the member's suitability.

(6) The Appointer may at any time direct the committee to terminate, extend, or waive the probationary membership of any member.

9B Periodic reaffirmation of membership

(1) The committee may, by ordinary resolution, require all members or any membership class to reaffirm their membership at such intervals as the committee determines. The committee must give members at least **14 days** notice of any reaffirmation requirement.

(2) Reaffirmation may include, as the committee determines, one or more of the following:

(a) confirming agreement to the current Code of Conduct and all applicable policies;

(b) confirming continued eligibility for the relevant membership class;

(c) confirming compliance with this constitution and all applicable bylaws; and

(d) providing updated contact details in accordance with any committee direction.

(3) A member who fails to complete a required reaffirmation within the time specified by the committee ceases to be a member on the date specified by the committee in the reaffirmation notice, without further process. The Secretary must update the register accordingly.

(4) The committee may reinstate a member who has lapsed under subclause (3) at its absolute discretion, on such terms as the committee determines.

(5) The Appointer may at any time direct the committee to require, waive, or vary a reaffirmation requirement for all members or any class or individual member.

9C Subscriber/Contributor Members — automatic admission and safeguards

(1) The committee may by resolution determine that subscribers to, or accepted contributors to, any specified Association publication automatically acquire the status of **Subscriber/Contributor Member** upon the relevant subscription or acceptance taking effect. The committee must specify the publication and the trigger event in its resolution.

(1A) **Pre-condition — clear notice of membership status.** No resolution under subclause (1) has effect unless and until the Association has implemented a notice mechanism at the point of subscription or contribution acceptance that:

- (a) clearly states that the person will automatically become a member of the Association upon subscribing or having their contribution accepted;
- (b) identifies the specific obligations binding on Subscriber/Contributor Members, including: (i) the intellectual property licence in clause 8E(1); (ii) the mandatory pre-litigation cooling-off obligation in clause 107(1); and (iii) any other material obligations imposed by this constitution;
- (c) provides a mechanism (such as a tick-box, click-wrap agreement, or equivalent) by which the person acknowledges that they have been given notice of their automatic membership status and the associated obligations; and (d) records the person's acknowledgment in a manner capable of being retrieved and verified.

Until this notice mechanism is implemented and operational, clause 9C is not activated and no person acquires membership status under this clause.

(2) Automatic admission under this clause does not require the process in clause 9. Every Subscriber/Contributor Member is admitted on the following terms, which apply from the date of admission without further notice:

- (a) the member is subject to all member obligations in clauses 8A, 8B, 8C, 8D, and 8E from the date of admission, including the confidentiality, non-solicitation, private conduct, and IP assignment obligations;
- (b) the member is automatically on probation for **180 days** from the date of admission, unless the committee resolves to shorten or waive this period;
- (c) the member's rights are limited to those expressly specified by the committee for this class, and in the absence of any specification, the member has the minimum rights necessary to receive the publication or participate in the relevant contribution process — no other rights accrue automatically;

- (d) the member has no right to attend, speak at, or vote in any general meeting; and
 - (e) the member is bound by the mandatory pre-litigation cooling-off obligation in clause 107(1) from the date of admission; however, the mandatory arbitration provisions of clauses 106 and 107 bind Subscriber/Contributor Members only where the notice mechanism in subclause (1A) has been implemented and the person has acknowledged their acceptance of those obligations before being admitted; absent such acknowledgment, only the pre-litigation cooling-off obligation in clause 107(1) applies.
- (3) The committee may at any time revoke the automatic admission determination under subclause (1), whereupon no further subscriptions or acceptances will trigger admission, and existing Subscriber/Contributor Members continue only for the remainder of their subscription or contribution term.
- (4) The committee may, by ordinary resolution, remove any Subscriber/Contributor Member from membership at any time, for any reason, without giving reasons and without following any process under clause 8B(4) or clause 13. The Secretary must notify the person in writing of the removal, which takes effect at the time specified in the resolution or, if no time is specified, immediately upon the resolution being passed. Removal under this subclause:
- (a) immediately ends all membership rights and privileges of the person, including access to any Association platform, community, event, or member-only service; and
 - (b) does not affect the person's underlying subscription or right to receive the relevant publication, unless the committee separately resolves to terminate the subscription at the same time or by a subsequent resolution.
- (5) The President may, by written notice to the Secretary, remove any Subscriber/Contributor Member from membership at any time, for any reason, without giving reasons. Removal under this subclause takes effect immediately on the President's notice being given to the Secretary. The effects in subclause (4)(a)–(b) apply equally. The President must report the removal to the committee at its next meeting.
- (6) The Appointer may at any time direct the committee to admit, restrict, vary, or remove Subscriber/Contributor Members, or to revoke or amend the automatic admission determination under subclause (1).

9D Membership class transitions

- (1) A member who believes they meet the eligibility requirements for a different membership class may apply to transition to that class by:
- (a) giving written notice to the Secretary stating the member's current class and the class to which they seek to transition; and
 - (b) providing any evidence of eligibility the committee requires.

(2) The Secretary must refer each transition application to the committee. The committee may approve or reject the application, or approve it on conditions. The committee is not required to give reasons for rejection. The Secretary must notify the member of the outcome as soon as practicable.

(3) Where a member transitions from one class to a higher class and has already completed probationary membership under clause 9A in their current or any prior class, no new probationary period applies unless the committee resolves otherwise at the time of approving the transition.

(4) Where a transition results in a change in the applicable membership fee:

(a) any increase in fee takes effect from the commencement of the next membership renewal period following the transition; and

(b) no refund of fees already paid is available for a reduction in fee on transition, unless the committee resolves otherwise.

(5) A member's rights and obligations remain those of their current class until the transition takes effect. A transition takes effect when the Secretary updates the register of members following committee approval.

(6) A Student Member who ceases to be enrolled at a recognised educational institution must notify the Secretary within **30 days**. The member may, within that 30-day period, apply under subclause (1) to transition to General Member or another class for which they are eligible. If no application is made within **30 days** of ceasing to be enrolled, the member's class converts automatically to Associate Member and the committee must be notified. The member may subsequently apply for General Membership under subclause (1).

(7) An International Member who becomes ordinarily resident in Australia must notify the Secretary within **60 days** and may apply under subclause (1) to transition to General Member. If no application is made within **60 days**, the member continues as an International Member and the committee may reclassify the member by ordinary resolution.

(8) A member who ceases to meet the eligibility requirements for their membership class and does not notify the Secretary and apply for an appropriate transition within **30 days** of ceasing to be eligible may be reclassified by the committee under subclause (9) without further process.

(9) The committee may, by ordinary resolution, reclassify a member to another membership class where:

(a) the member no longer meets the eligibility requirements for their current class;

(b) the committee determines that the reclassification is in the best interests of the Association; or

(c) a lower membership class is more appropriate in light of the member's engagement, contribution, or conduct, short of warranting suspension or expulsion under clause 13.

The committee must give the member at least **14 days** written notice of a proposed reclassification and a brief statement of reasons before passing a resolution under this subclause. A reclassification under this subclause does not constitute disciplinary action and does not affect any separate disciplinary process that may be underway.

(10) A member of a recognised Society or Chapter who is not already an Association member may apply for membership of the Association in any class for which they are eligible under clause 9, without any priority or streamlined process by reason of their Society or Chapter membership alone.

(11) The Appointer may at any time direct the committee to approve, reject, or impose conditions on any transition application, or to reclassify any member or class of members.

10 Membership entitlements not transferable

A right, privilege, or obligation held by a member:

- (a) cannot be transferred to another person; and
- (b) terminates when the person ceases to be a member.

11 Member resignation

(1) A member may resign by giving the Secretary written notice of at least **1 month**, or another period determined by the committee.

(2) The member ceases to be a member on the expiration of the notice period.

12 Cessation of membership

A person ceases to be a member if the person:

- (a) dies;
- (b) resigns in accordance with clause 11;
- (c) is expelled in accordance with clause 13;
- (d) fails to pay membership fees within **60 days** of the due date, unless the committee determines otherwise; or
- (e) is removed from membership by the committee under clause 8B(4) or by the President under clause 8B(5).

13 Formal disciplinary proceedings

(1) The committee may elect to take formal disciplinary action against a member under this clause. This clause is not the exclusive means by which membership may be terminated — the committee and President hold a separate power of at-will removal under clause 8B.

(2) The committee may initiate formal disciplinary proceedings if the committee is satisfied that the member:

(a) has failed to comply with this constitution or any applicable policy;

(b) has acted in a manner prejudicial to the interests, reputation, or community of the Association; or

(c) has threatened, attempted, or incited any act intended to undermine, subvert, circumvent, or coerce any person in breach of this constitution — including threatening committee members, officers, or the Appointer in connection with any governance decision or process, calling on others to disregard or act in defiance of this constitution, or attempting to organise concerted action contrary to the governance structures established by this constitution.

(3) Before imposing a formal disciplinary outcome under this clause, the committee must:

(a) give the member written notice of the alleged conduct and the proposed action, with reasons;

(b) give the member at least **14 days** from the date of notice to make written submissions to the committee; and

(c) genuinely consider any submissions made by the member.

(4) Following the process in subclause (3), the committee may, by resolution, impose one or more of the following formal outcomes:

(a) a formal warning;

(b) suspension of membership for a specified period; or

(c) expulsion from membership.

(5) The Secretary must give the member written notice of the committee's decision and the member's right of appeal within **7 days**.

(6) A formal expulsion or suspension under this clause does not take effect until the later of:

(a) the expiration of the member's appeal period under clause 14; or

(b) if the member appeals — the day the Association confirms the resolution under clause 14.

14 Right of appeal against disciplinary action

(1) A member may appeal a disciplinary decision by lodging written notice of appeal with the Secretary within **14 days** of being served notice of the decision.

(2) The Secretary must convene a general meeting within **28 days** of receiving the notice of appeal, at which:

(a) the only business is the appeal;

(b) the member may state their case orally or in writing;

(c) the committee may state its case orally or in writing; and

(d) committee members present vote by secret ballot on whether to confirm or revoke the decision.

(3) The appeal is determined by simple majority of committee members present and voting, **excluding any committee member who:**

(a) voted for the original disciplinary decision being appealed;

(b) participated directly in the investigation or deliberations leading to that decision; or

(c) has a direct personal or material interest in the outcome of the appeal.

A committee member who is required to exclude themselves under this subclause must not be counted in determining whether a quorum is present for the appeal vote.

15 Resolution of internal disputes

(1) Disputes between members, or between a member and the Association, must first be addressed through the internal dispute resolution procedure in Part 16.

(2) If the dispute is not resolved through that procedure, it may be referred to:

(a) a Community Justice Centre within the meaning of the *Community Justice Centres Act 1983* (NSW) for mediation; and

(b) if mediation is unsuccessful within **3 months**, to arbitration under the *Commercial Arbitration Act 2010* (NSW).

16 Privacy of member information

(1) All personal information of members must be handled in accordance with:

(a) the Association's Privacy Policy; and

(b) applicable privacy laws, including the *Privacy Act 1988* (Cth) and, where relevant, the General Data Protection Regulation (EU) 2016/679.

(2) The Appointer does not have unrestricted access to the membership register. Access by the Appointer to member personal information is subject to the Privacy Policy and must be for a purpose connected with the Appointer's functions under this constitution.

17 Register of members

(1) The Secretary must establish and maintain a register of members.

(2) The register must include, for each member: full name, contact address or email, membership class, date of joining, and (if applicable) date of ceasing membership.

(3) The register may be kept electronically, including through the Portal, provided a hard copy can be produced on request.

(4) The register must be available for inspection by members at a reasonable time, subject to the Privacy Policy.

(5) A member may not use member information obtained from the register except to communicate Association-related matters to other members.

17A Affiliated membership — Society and Chapter member records

(1) The Secretary must maintain, separately from the register of members under clause 17, a record of the members of each recognised Society and Chapter (the **affiliated member record**). The affiliated member record is not part of the register of members for the purposes of the *Associations Incorporation Act 2009* (NSW) or any statutory right of inspection.

(2) Each recognised Society and Chapter must provide to the Secretary, within **60 days** after the end of each financial year, a current count of its members and, where the committee requires, a list of member names for the purpose of compiling the affiliated member record. A Society or Chapter that fails to provide this information within the required period is in breach of its Society/Chapter Agreement and may be subject to derecognition under clause 95A.

(3) For the purpose of any report, public statement, ACNC Annual Information Statement, annual general meeting report, or other representation about the Association's total membership or total reach, the Association must:

(a) report its **direct members** — being individuals on the register of members under clause 17 — separately from its **affiliated members** — being individuals counted under subclause (2); and

(b) report an **aggregate total** comprising both categories, with a clear notation distinguishing the two.

(4) Inclusion of an individual in the affiliated member record does not confer on that individual any membership rights, obligations, or status within the Association. It is a count for reporting purposes only.

(5) The affiliated member record must be maintained in accordance with the Association's Privacy Policy and applicable privacy law. Member-level data received from Societies and Chapters may be used only for reporting and administrative purposes and must not be shared with third parties or used for direct marketing without the prior consent of the individuals concerned.

(6) The Appointer may at any time direct the committee on the form, content, or frequency of affiliated membership reporting.

18 Members' liabilities

The liability of a member to contribute to the debts or liabilities of the Association is limited to any membership fees unpaid by that member at the relevant time.

Part 4 — Committee — Composition and Appointment

19 Functions of committee

(1) Subject to this constitution and any lawful direction of the Appointer, the committee:

(a) controls and manages the affairs of the Association;

(b) may exercise all functions of the Association, other than those required to be exercised in general meeting; and

(c) has power to do all things necessary or convenient for the proper management of the Association's affairs.

(2) The committee must at all times act consistently with:

- (a) this constitution;
 - (b) the charitable purposes of the Association;
 - (c) any lawful written direction of the Appointer; and
 - (d) any Executive Directive of the President, unless overridden in accordance with this constitution.
- (3) The committee collectively governs all subcommittees. No individual committee member exercises unilateral authority over any subcommittee domain or decision.

20 Composition of committee

- (1) The committee must have **at least 3** members, consisting of:
- (a) the following **office-bearers**: (i) the President, (ii) the Secretary, and (iii) the Treasurer; and
 - (b) such number of **ordinary committee members** as the Appointer determines.
- (2) An office-bearer may hold up to 2 offices, except that the offices of President and Secretary may not be held simultaneously by the same person.
- (3) The Appointer may create additional positions by written notice to the Secretary.

21 Appointment of committee members

- (1) The **Appointer** has the exclusive power, exercisable at any time and for any reason, to:
- (a) appoint any person to any position on the committee, including the President, Secretary, Treasurer, or any ordinary committee member position;
 - (b) remove any person from any position on the committee, including the President, Secretary, Treasurer, or any ordinary committee member;
 - (c) replace any committee member in any position with any other person;
 - (d) reassign any committee member from one position to another — including changing a committee member's role, title, or responsibilities, elevating an ordinary committee member to an office-bearer position, or moving an office-bearer to a different position or to ordinary committee member status;
 - (e) change, rename, or vary the role, title, or assigned responsibilities of any committee member at any time by written notice to the Secretary;

(f) hold any position vacant for any period the Appointer considers appropriate; and

(g) hold any combination of the above simultaneously.

(2) All appointments, removals, reassignments, and other exercises of power under subclause (1) take effect on the date specified by the Appointer, or immediately if no date is specified.

(2A) **Suitability check before appointment.** Before appointing any person as a committee member, the Appointer must take reasonable steps to confirm that the proposed appointee is not a disqualified person within the meaning of the ACNC Act. At minimum, the Appointer must:

(a) ask the proposed appointee to complete a Committee Member Acceptance & Consent Form (which includes a declaration of suitability under Part E of that form); and

(b) where the Appointer has reason to doubt the person's eligibility, conduct such further inquiries as are reasonable in the circumstances, including checking the ACNC's register of disqualified persons.

An appointment made without complying with this subclause remains effective, but the Appointer is responsible for any consequence arising from appointing a disqualified person, including any regulatory action by the ACNC.

(3) Any reference in this constitution to the "election" of committee members is a reference to appointment by the Appointer.

(4) The Appointer determines the term of office for each committee member in each position. There is no maximum number of committee members and no limit on consecutive terms.

(5) The Appointer's appointment power extends to all positions created under clause 20(3) and clause 60(1)(s).

22 Terms of office

(1) A committee member holds office from the day of appointment until the earlier of:

(a) expiration of any term stated by the Appointer;

(b) removal by the Appointer; or

(c) if no term is stated — until the Appointer appoints or reappoints the person or another person to the position, which the Appointer must do within **30 days** after each annual general meeting where the position remains filled on a no-term basis.

(2) A committee member whose term would otherwise expire does not vacate office by the mere passage of time or by the holding of an annual general meeting. A committee member continues to hold office and exercise all

functions until the Appointer takes active steps to remove, replace, or reappoint under clause 21. This prevents any governance gap arising from the timing of Appointer action.

(3) A committee member is eligible for re-appointment to the same or any other position.

23 Eligibility and disqualification

(1) A person is not eligible to be appointed or to continue as a committee member if the person is a disqualified person within the meaning of the ACNC Act.

(2) A committee member must promptly notify the Secretary if they become a disqualified person or if any circumstance arises that would affect their eligibility.

(3) A committee member who becomes a disqualified person vacates office immediately.

23A Committee induction

(1) As soon as practicable after a person is appointed to the committee, and in any event before or at the first committee meeting the appointee attends, the Secretary must provide the new committee member with an induction pack containing:

(a) the current version of this constitution (including all schedules);

(b) the current versions of all standing policies of the Association, including the Code of Conduct, Conflict of Interest Policy, Privacy Policy, and any Whistleblower Policy;

(c) the most recent annual financial statements and budget;

(d) the most recent Risk Register;

(e) the minutes of the last three committee meetings; and

(f) any current Appointer directions or Executive Directives in force at the time of appointment.

(2) Within **14 days** of receiving the induction pack, the new committee member must sign and return to the Secretary a completed Committee Member Acceptance & Consent Form, confirming that they have received and read (or had a reasonable opportunity to read) the documents listed in subclause (1) and that they understand and accept the duties and obligations imposed by this constitution.

(3) The Secretary must maintain an induction record for each committee member, noting the date the induction pack was provided and the date the signed Acceptance & Consent Form was received.

(4) Where any document listed in subclause (1) is materially amended after a committee member's induction, the Secretary must promptly provide the updated document to all committee members. Committee members must familiarise themselves with material amendments.

(5) A failure to complete the induction process does not affect the validity of a committee member's appointment or any decision taken by the committee, but the committee must ensure that induction is completed as soon as reasonably practicable after appointment.

24 Casual vacancies

(1) A casual vacancy arises if a committee member:

(a) dies;

(b) ceases to be a member of the Association;

(c) resigns by written notice to the Secretary;

(d) is removed by the Appointer;

(e) is absent from 3 or more consecutive committee meetings without committee consent;

(f) becomes a disqualified person;

(g) becomes an insolvent under administration;

(h) is prohibited from managing a corporation under the *Corporations Act 2001* (Cth), Part 2D.6;

(i) is convicted of an offence involving fraud or dishonesty for which the maximum penalty is imprisonment for at least **3 months**; or

(j) becomes, by reason of physical or mental incapacity, unable to perform the duties of their office for a continuous period exceeding **3 months**, as determined by the committee by ordinary resolution after giving the member an opportunity to provide medical evidence or other information.

(2) The committee may appoint a member of the Association to fill a casual vacancy, other than a vacancy arising from Appointer removal, subject to Appointer approval.

(3) A member appointed to fill a casual vacancy holds office until the next annual general meeting or until the Appointer makes a further appointment to that position, whichever is earlier.

Part 5 — Committee — Roles and Responsibilities

25 President

The President is the principal officer, executive head, and primary public representative of the Association. The President's functions and powers are set out in Part 8.

26 Secretary

(1) The Secretary is the second-ranking officer of the Association and ranks above all other office-bearers except the President.

(2) The Secretary must:

- (a) lodge a notice with the Association specifying the Secretary's address as soon as practicable after appointment;
- (b) keep complete and accurate minutes of all committee meetings, general meetings, and all decisions made outside formal meetings;
- (c) record all appointments and removals of committee members, all Executive Directives, all Appointer directions, and all resolutions passed outside meetings;
- (d) maintain the register of members, the conflict of interest register, and all other records required by this constitution;
- (e) issue notices of meetings in accordance with this constitution;
- (f) manage official correspondence;
- (g) ensure the Association meets its lodgement and notification obligations under the Act and the ACNC Act; and
- (h) submit the Annual Information Statement to the ACNC on behalf of the Association.

(3) In addition to administrative functions, the Secretary:

- (a) assists the President in the performance of presidential functions and acts as principal deputy and senior adviser to the President on committee and organisational matters;
- (b) acts as President when the President is absent, incapacitated, or has delegated the function in writing, and when so acting holds all presidential powers, including the Executive Directive power and the veto;

- (c) coordinates the implementation of committee decisions and monitors the progress of the Association's work across all portfolio areas, reporting to the President on the operational performance of the committee;
 - (d) may represent the Association externally on matters delegated by the President in writing; and
 - (e) presides at committee meetings and general meetings in the absence of the President.
- (4) Minutes must be kept in written or electronic form, and must be signed by the presiding member of the relevant meeting or the presiding member at the subsequent meeting.

27 Contact details of committee members

- (1) Each committee member must maintain a current email address registered with the Secretary. The registered email address is the official address for all notices, circulating resolutions, and governance communications under this constitution.
- (2) A committee member must notify the Secretary of any change to their registered email address within 5 working days of the change. The Secretary must update the committee register accordingly.

28 Treasurer

- (1) The Treasurer must:
- (a) ensure all money owed to the Association is collected and all authorised payments are made;
 - (b) keep correct books and accounts showing the Association's financial affairs, including full records of receipts and expenditure;
 - (c) prepare and present financial reports to the committee at each committee meeting and to the Association at each annual general meeting;
 - (d) ensure the Association meets its financial reporting obligations under the Act and the ACNC Act;
 - (e) submit any **major financial decision** to the committee and, where required, to the Appointer for prior written approval; and
 - (f) ensure the Association does not incur any debt or obligation that it cannot reasonably be expected to pay when due.
- (2) The Treasurer must present a budget for each financial year to the committee for approval at or before the commencement of that financial year.

29 Committee portfolio areas

(1) The committee collectively manages the following portfolio areas, each of which is supported by a corresponding standing subcommittee under Part 12:

(a) **Publications** — the Association's publication and editorial functions, including *Ninth Heaven Literary Journal* and all related publications; editorial standards, publication cycles, intellectual property matters, and publication ethics;

(b) **Programs & Events** — public programmes, events, workshops, exhibitions, and literary activities; event planning, safety, delivery, and review; compliance with event-related legal obligations;

(c) **Membership** — member recruitment, onboarding, engagement, and retention; accuracy and maintenance of the register of members; coordination of Society and Chapter membership; privacy and data obligations relating to member information; and

(d) **International Affairs** — international programmes, partnerships, and institutional presence; NHLAA Global expansion, cross-jurisdictional compliance, and international strategy; annual compliance certification from each international Chapter; relationships with international Societies and Chapters.

(2) The committee acts collectively in relation to all portfolio areas. No individual committee member holds unilateral or independent authority over any portfolio area unless expressly delegated in writing by the committee.

(3) The committee may designate a committee member as portfolio lead for any area by resolution, for the purpose of coordinating work and reporting to the committee. A portfolio lead has no independent authority to bind the Association and must refer decisions of any material nature to the full committee, except that a designated portfolio lead may approve Tier 1 expenditure (up to \$499) within an approved budget line under clause 73(1)(a).

(4) The authority matrix in Schedule 3 sets out the decision-making levels applicable to committee positions.

30 Vice President

The office of Vice President is not established under this constitution. The functions typically associated with a Vice President are performed by the Secretary as second-ranking officer under clause 26.

31 Directors

The office of Director is not established under this constitution. Functional portfolio leadership is managed through the committee portfolio areas under clause 29 and the Subcommittee Lead structure under clause 55.

32 [Reserved]

Not used.

33 [Reserved]

Not used.

Part 6 — Committee — Procedure

34 Committee meetings

- (1) The committee must meet at least **4 times per financial year** (approximately quarterly) and may meet more frequently as needed.
- (2) Additional meetings may be called by:
 - (a) any committee member by notice to the Secretary;
 - (b) the President by Executive Directive; or
 - (c) the Appointer by written direction to the Secretary.
- (3) Meetings may be held in person, by telephone, by video conference, or by any combination of these, provided all participants can hear and be heard.

35 Notice of committee meetings

- (1) The Secretary must give each committee member written notice of a committee meeting at least **48 hours** before the meeting, or such other period as committee members unanimously agree.
- (2) The notice must describe the general nature of the business to be transacted. The President determines the agenda for every committee meeting and may add, remove, or vary agenda items at any time before or during the meeting.
- (3) Only the business described in the notice may be transacted, except for business that all present unanimously agree is urgent, any matter raised in an Executive Directive issued before the meeting, and any matter the President rules should be heard.
- (4) A committee member may request that an item be added to the agenda by written notice to the President. The President may grant or refuse the request at the President's absolute discretion.

36 Quorum

- (1) The quorum for a committee meeting is **2 committee members** or, if there are more than 6 committee members, one-third (rounded up) of the total number of committee members, with a minimum of 2.
- (2) No business may be transacted unless a quorum is present throughout.
- (3) If a quorum is not present within 30 minutes of the scheduled start time, the meeting is adjourned to the same place and time in the following week.
- (4) If a quorum is not present within 30 minutes of the adjourned start time, the meeting is dissolved.

37 Presiding member

- (1) The following member presides at committee meetings:
 - (a) the President;
 - (b) if the President is absent — the Secretary;
 - (c) if both are absent — the Treasurer; or
 - (d) if the President, Secretary, and Treasurer are all absent — the committee member present who has served as a committee member for the longest continuous period, or, if two or more members have served for equal periods, the member chosen by those present by simple majority.
- (2) The presiding member has:
 - (a) a deliberative vote; and
 - (b) in the event of equality of votes — a casting vote.

38 Voting at committee meetings

- (1) Decisions of the committee require an **ordinary resolution** (simple majority of those present and voting at a quorate meeting), unless this constitution expressly requires a higher threshold.
- (2) Voting is by show of hands, unless a committee member requests a written ballot.
- (3) The President may exercise a veto over committee resolutions in accordance with clause 54.
- (4) An Appointer direction prevails over any committee resolution to the extent of any inconsistency.

39 Acts valid despite vacancies or defects

- (1) The committee may act despite a casual vacancy in the committee.
- (2) An act of the committee is not invalid because of a defect relating to the appointment or qualifications of a committee member.

40 Circulating resolutions

- (1) The committee may pass a circulating resolution without a formal meeting.
- (2) A circulating resolution is passed when approved **in writing by a majority of those committee members who cast a vote** within the response period.
- (3) Circulating resolutions may be distributed and approved by:
 - (a) email addressed to all committee members; or
 - (b) the Portal.
- (4) For a circulating resolution to be valid:
 - (a) it must be circulated to all committee members simultaneously;
 - (b) it must be open for response for at least **48 hours** unless all committee members unanimously agree to a shorter period;
 - (c) the result, including the name and vote of each member who responded, must be recorded in the minutes by the Secretary.
- (5) Informal communication platforms (including Messenger, Discord, and equivalent) must not be used to pass circulating resolutions or any binding governance decision. These platforms may be used for discussion and communication only.

41 Portal-based, electronic, and postal voting

- (1) The committee may conduct a vote through the Portal in accordance with Schedule 6.
- (2) For a Portal vote to be valid:
 - (a) all eligible voters must have been notified and given a reasonable opportunity to participate;
 - (b) the vote must be open for at least **48 hours** unless all eligible voters agree to a shorter period; and

(c) the result must be authenticated and recorded in the minutes.

(3) If the Portal is temporarily unavailable, inaccessible to a significant number of eligible voters, or otherwise unsuitable for a particular vote, the committee may conduct the vote by postal ballot or by email in accordance with the following:

(a) ballot papers or voting instructions must be sent to all eligible voters by post or email at their registered address or email address;

(b) voters must be given at least **7 days** (for postal ballot) or **48 hours** (for email ballot) to return their completed vote;

(c) votes must be returned to the Secretary, who must keep them sealed and unopened until the close of voting;

(d) the Secretary must count the votes and record the result in the minutes; and

(e) a voter who submits a vote by post or email under this subclause may not also vote on the same matter through the Portal or at a meeting.

(4) The President may direct that a fallback vote be conducted under subclause (3) where the Portal is unavailable or where the President considers it necessary for a fair vote. The committee may also resolve to use the fallback procedure by ordinary resolution.

42 Minutes

(1) The Secretary must keep minutes of all committee meetings, general meetings, and all decisions made outside formal meetings.

(2) Minutes must be circulated to all committee members within **14 days** of the relevant meeting.

(3) Minutes must be confirmed at the next committee meeting.

(4) Minutes must be retained for at least **7 years**.

42A Validity of decisions

(1) No decision of the Association is valid unless made in accordance with this constitution.

(2) Any informal agreement, discussion, or understanding — however expressed — does not constitute a binding decision of the Association unless recorded as a resolution in accordance with this constitution.

(3) No person or body within the Association may publish, represent, or otherwise act publicly on behalf of the Association except in accordance with authority granted under this constitution or expressly delegated by the committee in writing.

(4) Nothing in this clause affects the enforceability of any contract, obligation, or representation entered into with a third party acting in good faith and without notice of any non-compliance with this constitution.

42B Meeting procedure

(1) In all matters of meeting procedure not otherwise addressed by this constitution, the presiding member may apply such generally accepted rules of meeting procedure as they consider appropriate and consistent with this constitution.

(2) A committee member may raise a point of order on any procedural matter. The presiding member must rule on the point of order immediately and give brief reasons.

(3) The presiding member's ruling on a procedural matter is final unless overruled by a simple majority of committee members present and voting.

(4) The presiding member may adjourn debate on any item to a later time in the same meeting or to a subsequent meeting, with the consent of a majority of committee members present.

Part 7 — Officer Duties, Conflicts of Interest, and Indemnity

43 Duties of committee members — general

Every committee member must, in exercising their functions:

(a) act in good faith in what they honestly believe to be the best interests of the Association and its charitable purposes;

(b) exercise the degree of care and diligence that a reasonable person in their position would exercise;

(c) not make improper use of their position to gain, directly or indirectly, an advantage for themselves or any other person, or to cause detriment to the Association;

(d) not make improper use of information obtained in their capacity as a committee member to gain an advantage for themselves or any other person, or to cause detriment to the Association;

(e) not allow the Association to incur a debt or obligation that, at the time it is incurred, there are reasonable grounds to suspect the Association will be unable to pay when due;

- (f) comply with this constitution, the ACNC Governance Standards, and all applicable law;
- (g) actively perform the functions of their office and respond to communications within a reasonable time — persistent failure to perform duties or respond may constitute grounds for removal or reassignment;
- (h) actively contribute to the work of the Association and uphold its mission, values, and standards — failure to do so may constitute grounds for removal or reassignment;
- (i) support and implement all validly made decisions of the Association — disagreement with a decision must be expressed through the decision-making processes established by this constitution, and must not be expressed through passive non-compliance, obstruction, or circumvention; provided that this paragraph does not prevent a committee member from complying with any duty, obligation, or direction imposed by statute, or by a court, tribunal, or regulator, including any obligation to report, disclose, or act under the *Australian Charities and Not-for-profits Commission Act 2012* (Cth), the *Associations Incorporation Act 2009* (NSW), the *Work Health and Safety Act 2011* (NSW or Cth), the *Privacy Act 1988* (Cth), any applicable anti-discrimination legislation, or any other applicable law — a committee member who fails to comply with a validly made committee decision because compliance would require them to breach a statutory duty is not in breach of this paragraph, and no committee member may be removed, suspended, or otherwise penalised under this constitution for complying with a statutory obligation — see clause 8B(10);
- (j) not represent themselves as having authority beyond that conferred by this constitution or by a valid written delegation;
- (k) not make public statements on behalf of the Association unless authorised under this constitution, by the committee by resolution, or by directive of the President; and
- (l) uphold the cultural, intellectual, and aesthetic standards of the Association in all activities undertaken in their capacity as a committee member; and
- (m) not undertake, commence, announce, or commit the Association to any initiative, event, programme, publication, partnership, external engagement, or public action without first obtaining the approvals required under this constitution — any action taken or announced before the required approvals are obtained does not bind the Association, and a committee member who acted without reasonable grounds to believe the required approvals had been obtained bears personal responsibility for any direct costs or consequences caused by that action.

43A Ethics, integrity, and conduct standards

(1) Every committee member holds their office as a form of public trust and in service to the Association's charitable purposes. The role of a committee member is not a personal benefit, a source of influence, or a platform for self-advancement. Every committee member must approach their duties with a genuine commitment to the well-being of the Association and the communities it serves.

(2) **Aspirational character standards.** The Association aspires that every committee member will:

- (a) actively cultivate their own knowledge, skills, and character so as to be better equipped to serve the Association's mission;
- (b) seek to grow as a leader, as a practitioner of literature and arts, and as a person — consistent with the values of NHLAA Global;
- (c) maintain a heart toward helping others and contributing to the broader cultural, intellectual, and literary life of the world; and
- (d) not treat their role as merely administrative but as a vocation carried out with integrity, care, and genuine dedication.

The standards in this subclause express the ethos and culture the Association seeks to cultivate. They are aspirational and do not by themselves constitute justiciable duties or independent grounds for removal or disciplinary action under subclause (8).

(3) Every committee member must ensure that their personal interests, friendships, loyalties, ambitions, or private circumstances do not interfere with, delay, distort, or compromise the work of the Association. Where any such interest creates a conflict, it must be disclosed and managed in accordance with clause 44.

(4) No committee member may use their position, the Association's name, the Association's resources, or the Association's programmes to confer private benefits, advantages, or gifts on any person — whether or not that person is a member of the Association. In particular:

- (a) Association funds must not be used to provide personal gifts, payments, transfers of value, or informal benefits to any individual, including family members, friends, associates, other committee members, or members of the Association, except as expressly authorised by this constitution or by a committee resolution that fully and transparently records the basis and purpose of the payment;
- (b) no committee member may favour a person in the award of any role, contract, opportunity, recognition, or access by reason of personal relationship, rather than merit and the interests of the Association;
- (c) no committee member may use Association platforms, communications infrastructure, or publications to advance the private interests of any individual.

(5) The offices of the Association are not prizes to be sought, hoarded, or defended. No committee member may:

- (a) use their position to accumulate personal power, authority, or influence beyond what is necessary for the discharge of their defined duties;

(b) act in a manner designed to entrench themselves in office, suppress the participation of other committee members, or undermine succession;

(c) undermine the authority of the committee, the President, or the Appointer for personal advantage; or

(d) use governance processes — including raising procedural objections, withholding participation, or calling for reviews — for the purpose of obstructing legitimate committee action rather than genuinely improving governance.

(6) Every committee member must:

(a) (*aspirational*) approach their role with humility, recognising that the Association's mission is greater than any individual's contribution — this is a statement of the character the Association values and does not of itself constitute a justiciable duty;

(b) (*aspirational*) support the structure and hierarchy established by this constitution — including the authority of the President, the committee as a whole, and the Appointer — with a disposition of cooperation rather than resistance — this is a statement of the culture the Association seeks to foster and does not of itself constitute a justiciable duty;

(c) disagree with decisions through legitimate channels only (as provided in clause 43(i)) and not through obstruction, disparagement, or unilateral inaction; and

(d) conduct themselves, both within and outside the Association, in a manner that reflects well upon the Association and upholds its values.

(7) The standards in subclauses (1) to (4) apply to all members of the Association, adapted as appropriate to the nature of their membership. A member who uses their membership to pursue personal advantage at the expense of the Association, to corrupt the work of the Association, or to confer or solicit unauthorised benefits acts in breach of this constitution and is subject to removal under clause 8B or disciplinary proceedings under Part 7A.

(8) A breach of this clause by a committee member constitutes a breach of duty for the purposes of clause 43 and grounds for:

(a) removal by the Appointer under clause 60(1)(a);

(b) interim suspension by the President under clause 58E;

(c) formal disciplinary proceedings under clause 58A; or

(d) any combination of the above.

(9) The President bears a particular responsibility for modelling and upholding the standards in this clause. The Appointer expects the President to actively cultivate a committee culture of selfless service, integrity, and dedication to the Association's purposes.

(10) Every committee member must, in all dealings within the Association — including meetings, correspondence, and informal communications — conduct themselves with courtesy and respect toward every other person associated with the Association, and with appropriate deference to persons holding a higher position in the Association's governance hierarchy. Proper address, courteous communication, and respect for authority are not merely matters of custom but are obligations under this constitution. The detailed standards of respectful conduct, proper forms of address, and hierarchical interaction expected of all members and committee members are set out in the Association's Code of Conduct, which each member accepts as binding upon joining. A breach of the Code of Conduct's conduct and hierarchy standards is a breach of this constitution.

43B Annual committee self-assessment

(1) The committee must conduct a written self-assessment of its governance effectiveness at least once in every financial year, to be completed before or at the annual general meeting.

(2) The self-assessment must address at least the following:

(a) whether the committee has met its obligations under this constitution during the year, including in relation to meetings, financial oversight, record-keeping, conflict of interest management, and compliance with applicable law;

(b) the effectiveness of the committee's decision-making processes and internal communication;

(c) whether each committee member has fulfilled the duties set out in clauses 43 and 43A;

(d) the adequacy of committee skills, knowledge, and composition relative to the Association's current and anticipated activities; and

(e) any governance issues identified during the year and the steps taken or proposed to address them.

(3) The President must convene or direct a committee session for the purpose of the self-assessment. Each committee member must participate honestly and constructively in the process.

(4) The Secretary must record the outcomes of the self-assessment in writing and retain that record as a governance document of the Association. A summary of the self-assessment outcomes must be tabled at the annual general meeting for information.

(5) Where the self-assessment identifies material governance gaps or improvement areas, the committee must adopt a written action plan within **30 days** of the assessment, and must report on progress at the next committee meeting.

(6) The Appointer may at any time request a copy of any annual self-assessment record and action plan, and the committee must provide it within **7 days**.

44 Duty to disclose conflicts of interest

(1) A committee member must disclose any conflict of interest to the Secretary and to the committee as soon as the member becomes aware of it.

(2) Disclosure must be made before any deliberation or vote on the matter to which the conflict relates.

(3) A committee member who has a conflict of interest in a matter must:

(a) not be present during deliberations on that matter; and

(b) not vote on any resolution relating to that matter,

unless the unconflicted committee members resolve (without the conflicted member present or voting) that the conflict is immaterial and that the member may participate.

(4) All disclosures must be recorded in the conflict of interest register maintained by the Secretary and tabled at the next committee meeting.

(5) Any resolution passed without a required disclosure being made is voidable at the election of the committee.

(6) **Annual declaration.** In addition to the event-triggered disclosure obligation in subclause (1), every committee member must, within **30 days** of the start of each financial year (and within **30 days** of first being appointed to the committee), lodge with the Secretary a written annual declaration of all material personal interests that exist at that time, including:

(a) directorships, officerships, or significant roles in other organisations;

(b) financial interests in entities that transact with, compete with, or have dealings with the Association;

(c) close personal or familial relationships with other committee members, the Appointer or its directors, or key suppliers or contractors of the Association; and

(d) any other matter that a reasonable person in their position would consider capable of giving rise to a conflict.

(7) Annual declarations must be recorded in the conflict of interest register and tabled at the first committee meeting of each financial year. A committee member who does not lodge an annual declaration by the required date must be reminded in writing by the Secretary; if still not lodged within **14 days** of the reminder, the President must be notified and the matter recorded in the minutes.

45 Conflict of interest — the Appointer

(1) Where the Appointer or a director of the Appointer has a material interest in a matter before the committee, the committee must:

(a) record the conflict in the minutes; and

(b) ensure the relevant Appointer direction or approval (if any) is given in writing and recorded separately from the committee's own deliberations.

(2) The committee must not implement an Appointer direction that would, in the reasonable assessment of a majority of the committee, cause the Association to act contrary to its charitable purposes or in the private interest of the Appointer.

(3) If the committee forms the view that an Appointer direction would breach subclause (2), the committee must seek written clarification from the Appointer before proceeding. If the Appointer provides written clarification confirming the direction is consistent with the charitable purposes, but the committee remains of the view that it is not, the committee must notify the ACNC Commissioner before implementing the direction.

(4) As a condition of the continued exercise of any power conferred on the Appointer by clause 60, the Appointer must execute and maintain in force a **Deed of Governance Undertaking** in the form approved by the committee, and lodge the original executed deed with the Secretary.

The Deed of Governance Undertaking must:

(a) acknowledge that all powers exercisable by the Appointer under this constitution are held in trust for the Association's charitable purposes and must not be exercised for the private benefit of the Appointer, any director of the Appointer, or any Related Entity;

(b) include an irrevocable undertaking by the Appointer to the Association that the Appointer will not direct the committee to act contrary to the Association's charitable purposes;

(c) acknowledge that any exercise of the Appointer's powers contrary to the Association's charitable purposes, or any direction that causes the Association to transfer value to the Appointer or a Related Entity on other than arm's length terms, creates a debt owed by the Appointer to the Association for any resulting loss;

(d) acknowledge that the ACNC Commissioner may have recourse to the deed and this constitution in any inquiry, investigation, or compliance action concerning the governance of the Association; and

(e) be executed as a deed under the common seal of the Appointer (or under the signature of two directors of the Appointer, or a director and a secretary, in accordance with section 127 of the *Corporations Act 2001* (Cth)).

The committee must ensure that a current, executed Deed of Governance Undertaking is at all times on record with the Secretary. If the Appointer fails or refuses to execute the Deed of Governance Undertaking, or if a current deed ceases to be in force for any reason, the Appointer's powers under clause 60 are suspended — other than the power to appoint committee members under clause 60(1)(a) — until an executed deed is lodged with the Secretary. The Secretary must notify the ACNC Commissioner in writing within **14 days** if a Deed of Governance Undertaking ceases to be in force for any reason.

Enforcement procedure. Where the Appointer fails or refuses to execute a required Deed of Governance Undertaking:

(i) the Secretary must immediately give the Appointer written notice identifying the failure and requesting execution within **30 days**;

(ii) if the Appointer has not provided an executed deed within **30 days** of that notice, the committee must notify the ACNC Commissioner in writing of the Appointer's failure to comply, providing a copy of the notice in paragraph (i) and the Appointer's response (if any);

(iii) the committee may, by ordinary resolution, authorise the Secretary or any committee member to apply to the Supreme Court of New South Wales or such other court of competent jurisdiction for an order requiring execution of the deed, or such other order as the court considers appropriate to give effect to the charitable purposes of the Association; and

(iv) where the committee itself is unable to act because the Appointer has removed all committee members or otherwise rendered the committee inquorate, any former committee member may independently notify the ACNC Commissioner and apply to a court for relief under this procedure.

(5) The committee's deliberations on any Appointer direction that raises a charitable purposes question must be recorded in the minutes separately from, and prior to, the noting of the Appointer's direction. The minutes must reflect the committee's own independent assessment of whether the direction serves the Association's charitable purposes, irrespective of whether the committee ultimately decides to implement it.

(6) The Appointer acknowledges, in accepting the powers conferred on it by clause 60, that:

(a) all powers exercisable by the Appointer under this constitution are held in trust for the Association's charitable purposes and must not be exercised for the private benefit of the Appointer, any director of the Appointer, or any Related Entity;

(b) any Appointer direction that causes the Association to act contrary to its charitable purposes, or to transfer value to the Appointer or a Related Entity on other than arm's length terms, creates a debt owed by the Appointer to the Association for any loss or shortfall resulting from that direction; and

(c) the Appointer consents to the ACNC Commissioner having recourse to this subclause in any inquiry or investigation concerning the governance of the Association.

(7) The Secretary must ensure that the Association's Annual Information Statement lodged with the ACNC each financial year includes a summary of:

(a) all written Appointer directions received and implemented by the committee during that year;

(b) all related party transactions between the Association and the Appointer or any Related Entity during that year, including the nature, amount, and basis for the transaction; and

(c) any instance during the year in which the committee sought written clarification from the Appointer under subclause (3), or notified the ACNC under subclause (3); and

(d) confirmation of whether a current Deed of Governance Undertaking under subclause (4) was in force throughout the year, and the date of any deed executed or replaced during the year.

45A Dual role — committee members who are also directors of the Appointer

(1) It is the express intention of this constitution that some or all committee members of the Association may also serve as directors, officers, or employees of the Appointer — Ninth Heaven Group Pty Ltd (ACN 691 520 662). This dual role is permitted and does not, of itself, constitute a conflict of interest or disqualify a person from serving as a committee member. The existence of such dual roles is acknowledged by the Appointer and the Association as part of the governance structure of the NHLAA Global organisation.

(2) A person serving in both roles holds two distinct sets of legal obligations:

(a) **as a committee member of the Association** — they are a responsible person of an ACNC-registered charity and owe duties of care, good faith, and charity-first governance to the Association and to the public;

(b) **as a director or officer of the Appointer** — they owe fiduciary duties to the Appointer under the *Corporations Act 2001* (Cth).

Where these obligations conflict in a particular matter, the person's obligations to the Association as a charitable organisation take precedence to the extent required by the ACNC Act and the Deed of Governance Undertaking executed under clause 45(4).

This priority of charitable obligations must also be reflected in the Appointer's own governing documents. The Appointer must ensure that its constitution, shareholders agreement, or a resolution of its

directors formally records that any director of the Appointer who also serves as a committee member of the Association is expected, in that capacity, to prioritise their duties to the Association over any conflicting instruction from the Appointer, to the extent required by the ACNC Act. The Appointer must provide the Secretary with evidence of such a resolution or provision on request.

(3) Every committee member who is also a director, officer, or employee of the Appointer must:

(a) disclose that dual role in their Committee Member Acceptance & Consent Form on appointment; and

(b) disclose that dual role at the first committee meeting they attend, and at the first committee meeting of each calendar year while the dual role continues.

(4) Where a committee member with a dual role has, or may have, a personal or Appointer-related interest in a specific matter before the committee that is distinct from their general Appointer connection:

(a) the committee member must disclose the specific interest to the committee before deliberation;

(b) the Secretary must record the disclosure in the minutes; and

(c) the committee must determine — in the exercise of its honest independent judgment — whether the committee member should participate in deliberation and voting on that matter, or should withdraw.

(5) The mere fact of being a director of the Appointer does not require a committee member to withdraw from voting on all matters involving the Appointer. A committee member with a dual role may vote on matters involving the Appointer unless a specific personal interest arises under subclause (4).

(6) The Association acknowledges that the ACNC is aware of and may have views on governance structures involving dual roles between a charity and its controlling entity. The Association manages this through the Deed of Governance Undertaking under clause 45(4), the related party transaction register under clause 47, and the annual AIS disclosure under clause 45(7). Nothing in this clause limits the ACNC Commissioner's authority under the ACNC Act.

46 Conflict of interest register

The Secretary must maintain a written conflict of interest register recording:

(a) the name of each committee member who has disclosed a conflict;

(b) the nature of the conflict;

(c) the matter to which it relates;

(d) the date of disclosure; and

(e) the outcome (whether the member was excluded from deliberations and the resolution passed).

The register must be available for inspection by the Appointer and the ACNC Commissioner on request.

47 Related party transactions

(1) The Association may enter into a transaction with a related party only if:

(a) the terms are fair, reasonable, and at arm's length;

(b) the transaction is in the best interests of the Association and advances its charitable purposes;

(c) all conflicts of interest are disclosed and managed in accordance with clause 44; and

(d) the transaction is documented in writing.

(2) Any transaction between the Association and the Appointer or a Related Entity must be approved by the unconflicted committee members and disclosed in the Association's annual report.

(3) An independent valuation must be obtained for any related party transaction with a value exceeding the major financial decision threshold.

(4) **Related party transaction register.** The Treasurer must maintain a written **Related Party Transaction Register** recording every transaction between the Association and:

(a) the Appointer or any Related Entity of the Appointer;

(b) any committee member or their close associate; or

(c) any entity in which a committee member holds a material interest.

Each entry in the register must record: the date of the transaction; the nature and description of the transaction; the parties involved; the value or estimated value; the basis on which the transaction was approved (including the resolution number); and confirmation that the terms were at arm's length or, if not, the reason the committee was satisfied the transaction was in the best interests of the Association.

(5) The Related Party Transaction Register must be:

(a) reviewed and signed off by the Treasurer at the end of each financial year;

(b) tabled before the committee at the annual general meeting;

- (c) available for inspection by the Appointer and the ACNC Commissioner on request; and
- (d) provided to the auditor or reviewer as part of the annual financial review process.

48 Duties of committee members — codification of ACNC Governance Standard 5

Each committee member acknowledges and accepts that they are a **responsible person** of the Association for the purposes of the ACNC Act and that the duties in clause 43 reflect, and are consistent with, the duties imposed by ACNC Governance Standard 5.

49 Indemnity

(1) The Association must indemnify each committee member against all liabilities, costs, and expenses reasonably incurred by them in or arising out of the discharge of their duties as a committee member, provided the committee member:

- (a) acted honestly and in good faith;
- (b) acted within their authority under this constitution; and
- (c) is not otherwise entitled to be indemnified (including under insurance).

(2) No indemnity is available for liability arising from:

- (a) fraud, wilful misconduct, or gross negligence;
- (b) breach of a duty imposed by law that cannot be indemnified against; or
- (c) a fine or pecuniary penalty imposed by a court, tribunal, or regulator.

(3) This indemnity survives the committee member ceasing to hold office.

50 Insurance

(1) The Association must maintain directors and officers liability insurance, or equivalent, at a coverage level to be reviewed and determined by the committee at least annually having regard to the scale of the Association's operations.

(2) The Association may also maintain public liability, event, employment practices liability, and other insurance as the committee determines appropriate.

Part 7A — Conduct and Discipline

*Note: This Part governs formal disciplinary proceedings for misconduct. Where a member has a concern or complaint that does not amount to a formal misconduct allegation against another person, the member should use the grievance procedure in **Part 16A** as a first step. Discipline under this Part and grievances under Part 16A are separate tracks.*

50A Misconduct

- (1) A breach of the Association's Code of Conduct constitutes misconduct for the purposes of this constitution.
- (2) Misconduct includes, without limitation:
 - (a) breach of the Code of Conduct;
 - (b) failure to comply with this constitution or any applicable policy;
 - (c) wilful failure to perform duties or respond to communications;
 - (d) acting in a manner prejudicial to the interests or reputation of the Association;
 - (e) public disparagement of the Association or the Ninth Heaven brand in breach of clause 8A(2) or clause 43(k); and
 - (f) acting beyond the authority conferred by this constitution or a valid written delegation.

50B Disciplinary outcomes

- (1) Where misconduct is established, the Association may impose one or more of the following outcomes:
 - (a) a formal warning;
 - (b) removal from a role, subcommittee, or portfolio responsibility;
 - (c) suspension of duties for a specified period;
 - (d) restriction of authority;
 - (e) removal from the committee — which may only be imposed by the Appointer.

50C Disciplinary process

- (1) The President may initiate and direct any disciplinary process under this Part. The President's powers in relation to disciplinary matters are further described in clause 58A.
- (2) The President may refer any disciplinary matter directly to the Appointer for determination at any time.
- (3) A disciplinary outcome under clause 50B may be determined by:
 - (a) the committee by ordinary resolution; or
 - (b) the Appointer.
- (4) The committee may delegate authority to a panel of at least two committee members to conduct a disciplinary process and recommend an outcome, provided the final outcome is confirmed by the committee or the Appointer.

50D Procedural fairness

- (1) A disciplinary decision under this Part is not valid unless:
 - (a) the person concerned has been given written notice of the matter and the proposed outcome; and
 - (b) the person has been given a reasonable opportunity — being not less than **7 days** from the date of notice — to respond in writing.
- (2) The decision-maker must genuinely consider any response made before determining the outcome.
- (3) The requirement for procedural fairness does not apply to interim measures imposed by the President under clause 58A(2), which may take effect immediately.

50E Conflict of interest in disciplinary matters

- (1) A person must not participate in any disciplinary process or related decision if that person:
 - (a) is the subject of the matter;
 - (b) was directly involved in the events under consideration; or
 - (c) has a direct personal or material interest in the outcome.
- (2) A person who is required to stand aside under subclause (1) must declare their interest and withdraw from all deliberations and voting on the matter.

50F Late-appointed participants

(1) A person appointed to the committee after a disciplinary process has commenced under this Part must not participate in that process or any related decision, unless the President determines otherwise in writing with reasons.

50G Relationship with member disciplinary provisions

(1) Where a person is both a member of the Association and holds a committee position, Subcommittee Lead role, or subcommittee membership, this Part governs any disciplinary matter arising from their conduct in that capacity.

(2) This Part prevails over clause 13 to the extent of any inconsistency in relation to such a person.

(3) Clause 13 continues to apply in full to members who are not otherwise covered by this Part.

Part 8 — Presidential Authority

51 Role of the President

(1) The President is the principal officer, executive head, and primary public representative of the Association.

(2) The President:

(a) presides at all committee meetings and general meetings;

(b) represents the Association externally in dealings with partners, institutions, governments, and the public;

(c) provides strategic and cultural leadership of the Association, consistent with the Appointer's directions and the charitable purposes;

(d) oversees the implementation of all committee decisions and the Strategic Plan; and

(e) exercises all powers granted under this Part.

(3) All presidential powers are exercisable only:

(a) in furtherance of the charitable purposes of the Association;

(b) consistently with this constitution; and

(c) subject to any lawful direction of the Appointer.

52 Tiered decision-making

(1) Schedule 3 (Officer Authority Matrix) sets out the decisions that the President may make alone, the decisions that require committee approval, and the decisions that require Appointer approval.

(2) The President must not exercise any authority beyond what is specified for their position in Schedule 3 without committee or Appointer approval as applicable.

(3) The President may take urgent executive action in circumstances described in clause 58.

53 Executive Directives

(1) The President may issue written **Executive Directives** to the committee on any matter within the committee's functions.

(2) An Executive Directive is binding on the committee from the time it is issued unless and until:

(a) it is overridden by a resolution passed by **not less than 75% of all committee members**; or

(b) it is withdrawn or overridden by the Appointer.

(3) Every Executive Directive must be in writing, addressed to the Secretary, and recorded in the minutes.

(4) An Executive Directive may direct the committee to:

(a) convene a meeting within a specified time;

(b) consider and decide a particular matter within a specified time;

(c) implement a course of action within the committee's powers; or

(d) pause action on a matter pending review.

(5) An Executive Directive must not direct the committee to act contrary to:

(a) the Act, the Regulation, or the ACNC Act;

(b) this constitution; or

(c) a direction of the Appointer.

54 Presidential veto

- (1) The President may veto any committee resolution by written notice to the Secretary delivered within **14 days** of the President receiving written notice of the resolution being passed. If notice of the resolution is not provided to the President within **7 days** of the resolution being passed, the 14-day window runs from the date the President actually receives such notice.
- (2) A vetoed resolution has no effect and must not be acted upon unless:
 - (a) the committee passes the same resolution again by **not less than 75% of all committee members**; or
 - (b) the Appointer directs in writing that the resolution take effect.
- (3) The veto does not apply to:
 - (a) resolutions required by law or by the Regulation;
 - (b) resolutions issued at the direction of the Appointer; or
 - (c) resolutions ratifying the filling of a casual vacancy.
- (4) If the President has a conflict of interest in the matter to which a resolution relates, the President's veto power is suspended in respect of that resolution.
- (5) The exercise of a veto must be recorded in the minutes.

55 Appointment of Subcommittee Leads

- (1) The committee appoints the lead of each subcommittee by resolution. A subcommittee lead holds the title **[Portfolio] Subcommittee Lead** (for example, *Publications Subcommittee Lead*).
- (2) A Subcommittee Lead need not be a committee member of the Association. Where the Appointer has appointed a committee member to a portfolio area (for example, as Publications Portfolio Lead), that committee member ordinarily serves as Subcommittee Lead for that portfolio.
- (3) The President may remove a Subcommittee Lead at any time and for any reason by written notice to the Secretary. The committee may also remove a Subcommittee Lead by ordinary resolution at any time and for any reason. Removal takes effect immediately on notice.

56 Presidential representation and public position

- (1) The President may represent the Association in external dealings without specific committee approval for matters that are routine, within the Strategic Plan, and within the authority matrix in Schedule 3.

(2) For matters outside the Strategic Plan or above the President's threshold in Schedule 3, the President must obtain prior committee approval.

(3) The President is the sole authority for determining and communicating the Association's public position on any matter, including responses to media inquiries, public controversy, institutional statements, open letters, and any other public-facing communication in the name of the Association. No committee member, Subcommittee Lead, or other person may issue a public statement or take a public position on behalf of the Association without the President's prior written authorisation.

(4) The President may issue, withdraw, or amend any public statement of the Association at any time without committee approval. The President must notify the Secretary of any material public statement within **24 hours** of its publication.

(5) The Appointer may at any time direct the President to issue, withdraw, amend, or refrain from making any public statement, and any such direction takes immediate effect.

56A Branding, public image, and media approval

(1) For the purposes of this clause, **Association branding** means the Association's name, its trading name (NHLAA Global), all logos, visual identity assets, publication mastheads, event branding, social media handles and profiles, website URLs, email domain names, and any other identifier used to represent or identify the Association publicly.

(2) No person — including any committee member, Subcommittee Lead, advisory board member, Society or Chapter, working group member, or other individual — may issue any media release, press statement, open letter, social media post, public announcement, newsletter, or other external-facing communication in the name of the Association or using Association branding without:

(a) prior written approval from the President; or

(b) prior written approval from a person to whom the President has expressly delegated this authority in writing under clause 58D, specifying the scope and limits of that delegation.

(3) Any new branding initiative — including a new visual identity or rebrand, a new publication masthead, a new social media account, a new website, any new use of the Association's name in a commercial context, or any significant change to existing brand assets — requires committee approval by ordinary resolution before the President may authorise its use, release, or publication.

(4) A person who has been authorised to communicate on behalf of the Association in a particular context, medium, or platform may not extend that authorisation to new contexts, new media, or new types of communication without fresh written approval under subclause (2).

(5) The Secretary must maintain a written register of all persons and bodies currently authorised to use Association branding or to communicate externally in the Association's name, together with the scope and limits of each authorisation. The register must be reviewed and updated at each committee meeting.

(6) Unauthorised use of Association branding or issuance of an unauthorised external communication is immediate grounds for:

(a) removal of the person responsible under clause 8B; and

(b) disciplinary action under Part 7A.

The committee may also take all steps necessary to correct, retract, or publicly disclaim any unauthorised communication. The Association is not bound by and bears no responsibility for any representation made in an unauthorised communication.

(7) Nothing in this clause limits the President's authority under clause 56(3)-(4) to determine and issue the Association's public position without committee approval, provided those communications comply with the requirements of this clause.

(8) The Appointer may at any time direct the President to grant, vary, or revoke any brand authorisation, and any such direction prevails over any inconsistent committee resolution or presidential delegation.

56B Initiative and programme approval

(1) For the purposes of this clause, an **initiative** means any new programme, project, campaign, publication series, membership drive, educational programme, grant application, collaboration, partnership, competition, award, or other sustained or one-off activity to be undertaken under the Association's name or using its resources — including digital programmes, online communities, and activities forming part of NHLAA Global's international presence. The committee may determine whether a proposed activity constitutes an initiative for the purposes of this clause in any case of doubt.

(2) No initiative may be commenced, publicly announced, or represented to any person as an activity of the Association until all three of the following conditions have been satisfied:

(a) a written proposal has been submitted to the committee setting out the initiative's purpose, scope, timeline, resource requirements, proposed responsible lead, and anticipated outcomes;

(b) the committee has approved the initiative by ordinary resolution, recorded in the minutes; and

(c) the President has provided written endorsement of the initiative before its public launch or operational commencement.

(3) Committee approval under subclause (2)(b) without Presidential endorsement under subclause (2)(c), and Presidential endorsement without committee approval, are each individually insufficient to authorise an initiative. Both must be obtained and documented before the initiative proceeds.

(3A) If the committee refuses to approve an initiative under subclause (2)(b) and the President considers the initiative to be consistent with the Strategic Plan and the Association's purposes, the President may issue an Executive Directive under clause 53 directing the committee to reconsider and approve the initiative, giving reasons. The committee may override that directive only by a resolution passed by not less than 75% of all committee members. If the directive is not overridden within **14 days** of its issue, the committee's failure to override is taken to constitute approval of the initiative for the purposes of subclause (2)(b), subject to Presidential endorsement under subclause (2)(c). The President may also refer the matter to the Appointer for final determination under clause 60(1)(q) at any time.

(4) Where an initiative requires Appointer approval under any provision of clause 60(1), that approval must also be obtained before the initiative commences. Appointer approval does not substitute for the committee approval and Presidential endorsement required by subclause (2).

(5) The President may at any time suspend or withdraw endorsement of an approved initiative by written notice to the Secretary and the responsible lead, with immediate effect. The committee may revoke its approval of an initiative by ordinary resolution. Either action immediately suspends the initiative pending further decision by the committee, the President, or the Appointer.

(6) Any material change to an approved initiative — including a change in purpose, scope, responsible lead, budget, or timeline — requires the initiative to be resubmitted to the committee and President for fresh approval in accordance with this clause. Minor administrative changes within the original approved scope may be approved by the President alone.

(7) Programs and initiatives already approved and operational at the date this clause comes into effect are not required to seek fresh approval, but any material expansion, change in scope, or change in responsible lead triggers the process in subclause (2).

(8) Commencing, announcing, or representing an initiative as an Association activity without the required approvals is immediate grounds for removal of the person responsible under clause 8B or disciplinary action under Part 7A. The Association is not bound by and bears no responsibility for any commitment made in connection with an unauthorised initiative.

56C Event approval

(1) For the purposes of this clause, an **event** means any public, semi-public, member-only, or private gathering, performance, workshop, masterclass, symposium, exhibition, reading, lecture, panel discussion, competition,

award ceremony, or online programme (including livestreams and virtual events) organised under the Association's name or using its brand or resources, regardless of scale or format.

(2) No event may be organised, announced, promoted, or conducted under the Association's name without prior committee approval by ordinary resolution. This requirement applies without exception to events organised by the committee, a subcommittee, a Society or Chapter, a working group, an individual member, or any other person or body purporting to act in the Association's name.

(2A) If the committee refuses to approve an event under subclause (2) and the President considers the event to be consistent with the Strategic Plan and the Association's purposes, the President may issue an Executive Directive under clause 53 directing the committee to reconsider and approve the event, giving reasons. The committee may override that directive only by a resolution passed by not less than 75% of all committee members. If the directive is not overridden within **14 days** of its issue, the committee's failure to override is taken to constitute approval of the event for the purposes of subclause (2), subject to Presidential endorsement under subclause (4). The President may also refer the matter to the Appointer for final determination under clause 60(1)(q) at any time.

(3) A proposal submitted for committee approval must include, to the extent known at the time of the proposal:

- (a) the purpose and description of the event;
- (b) the proposed date, time, and venue, or the platform if the event is online;
- (c) the names and proposed roles of any speakers, performers, facilitators, or participants;
- (d) the estimated budget and funding source, consistent with clause 73;
- (e) the proposed promotional and marketing approach; and
- (f) any relevant risk, legal, safety, or reputational considerations.

(4) No event may be publicly announced, promoted, advertised, or communicated to any third party until the President has provided written endorsement of the event following committee approval under subclause (2).

(5) Any material change to an approved event — including a change of venue, a significant change in speakers or programming, a material budget variation, or a change in the event's purpose or character — requires the President's prior written approval before the change is implemented. Changes that affect the event's overall character, scope, or audience require fresh committee approval.

(6) Events that are large-scale, public, revenue-generating, or that involve significant legal or reputational considerations must also obtain Appointer approval before proceeding, consistent with the Appointer's powers under clause 60(1).

(7) Organising, announcing, or conducting an event without the required approvals is immediate grounds for removal of the person responsible under clause 8B or disciplinary action under Part 7A. The Association is not bound by and bears no liability for any commitment — including any contract, booking, or arrangement — made in connection with an unauthorised event.

57 Secretary — deputy presidential authority

- (1) The Secretary acts as President when the President is absent, incapacitated, or has delegated the function in writing.
- (2) When acting as President, the Secretary holds all presidential powers, including the Executive Directive power and the veto.
- (3) The Secretary may, with the President's written authorisation, issue binding written directives on operational matters to the committee in the President's name.
- (4) The Secretary may, without specific presidential delegation, take all steps necessary on any procedural, administrative, or compliance matter to ensure the orderly functioning of the Association.

58 Urgent executive action

- (1) Where the committee cannot be convened in time to address a genuinely urgent matter, the President may take necessary executive action within the Association's powers on behalf of the committee.
- (2) The President must report such action to the committee at its next meeting for ratification, with full reasons.
- (3) If the committee does not ratify the action by ordinary resolution, the matter is referred to the Appointer for final determination. The Appointer's determination prevails over any committee decision or refusal to ratify; the Appointer may confirm, reverse, or modify the action taken, and any such determination is binding on the committee.
- (4) This clause does not authorise the President to act contrary to the Act, this constitution, or an Appointer direction.

58A Presidential disciplinary authority

- (1) The President may initiate and direct any disciplinary process in relation to any committee member, Subcommittee Lead, subcommittee member, or other person acting under the authority of the Association.
- (2) The President may impose interim measures pending the outcome of a disciplinary process, including suspension from duties or restriction of a person's functions, where the President considers it necessary to protect the interests of the Association.

(3) A final disciplinary outcome may be determined by: (a) the committee by ordinary resolution; or (b) the Appointer.

Where the Appointer determines a disciplinary outcome, the Appointer's determination prevails over any committee determination on the same matter and is final. The Appointer may confirm, reverse, modify, or substitute any committee disciplinary outcome by written notice to the Secretary.

(4) The President may refer any disciplinary matter directly to the Appointer for determination at any time.

(5) This clause operates in addition to, and does not limit, the committee's powers under clause 13 or the Appointer's powers under clause 60.

58B Advisory Board — establishment and composition

(1) The Appointer may establish an **Advisory Board** of the Association by written notice to the Secretary. The Advisory Board is a consultative body only and has no governance authority over the Association, the committee, or any member.

(2) The Advisory Board may consist of such persons as the Appointer considers appropriate, having regard to the Association's purposes, institutional character, strategic direction, and global presence. Advisory Board members need not be members of the Association and may be drawn from literature, the arts, academia, public life, philanthropy, or any other field the Appointer considers relevant.

(3) The Appointer appoints all Advisory Board members by written notice to the Secretary. There is no fixed number of Advisory Board members, and the Appointer may hold the Advisory Board at any size, including with no members, at any time. Advisory Board appointments are recorded by the Secretary and tabled at the next committee meeting for information.

(4) The Appointer may at any time, for any reason and without giving reasons, remove any Advisory Board member by written notice to the Secretary. Removal takes effect immediately on notice.

(5) The Appointer may at any time dissolve the Advisory Board entirely by written notice to the Secretary. Where no Advisory Board has been established or the Advisory Board has been dissolved, clauses 58B and 58C are of no effect.

(6) The Appointer may designate a **Chair of the Advisory Board** from among the Advisory Board members. The Chair coordinates the Advisory Board's activities and serves as the primary point of contact between the Advisory Board and the President. Where no Chair is designated, the President performs this coordinating function.

58C Advisory Board — role, functions, and governance

- (1) The Advisory Board exists to provide the President, the committee, and the Appointer with counsel, expertise, institutional connections, and perspective in support of the Association's mission, programmes, and global expansion. The Advisory Board has no power to bind the Association, make governance decisions, or issue directions to the committee, the President, or any member.
- (2) The President is the principal interface between the Advisory Board and the Association's governance. The President may:
 - (a) consult the Advisory Board, or individual Advisory Board members, on any matter the President considers appropriate;
 - (b) invite Advisory Board members to contribute to programmes, publications, events, or initiatives of the Association in an advisory, ambassadorial, or patron capacity;
 - (c) assign specific areas of advisory focus to individual Advisory Board members; and
 - (d) share information about the Association's work, direction, and plans with Advisory Board members, subject to any confidentiality terms determined by the Appointer or the President.
- (3) Neither the President nor the committee is obliged to act on, follow, or formally respond to any advice, recommendation, or view of the Advisory Board or any Advisory Board member.
- (4) Advisory Board members must:
 - (a) maintain strict confidentiality in relation to all non-public information received in their capacity as Advisory Board members;
 - (b) disclose to the President, promptly and in writing, any conflict of interest in any matter on which they are consulted or in relation to which they make a contribution; and
 - (c) not represent themselves publicly as having governance authority over the Association, the committee, or any of its programmes, decisions, or affairs.
- (5) Advisory Board members are not committee members, responsible persons, or officers of the Association for any purpose, including under the Act or the ACNC Act. The Association is not liable for any act, statement, or omission of an Advisory Board member made otherwise than under express written authority from the President or the committee.

(6) The President convenes meetings of the Advisory Board, or consults Advisory Board members individually, as the President considers appropriate. The President presides at all Advisory Board meetings. The Appointer may direct that a meeting of the Advisory Board be convened within a specified time.

(7) Advisory Board members may be publicly acknowledged on the Association's platforms and in its publications, on terms determined by the Appointer, and styled in a manner consistent with the Association's institutional character.

58D Presidential delegation

(1) The President may, by written notice to the Secretary, delegate any specific presidential function or power to any committee member or, for defined operational tasks, to any other person, for a defined purpose and period. A delegation under this clause must specify:

(a) the function or power delegated;

(b) the person to whom it is delegated;

(c) the scope and any limits of the delegation; and

(d) the period or trigger event upon which the delegation expires.

(2) A delegation under this clause does not prevent the President from simultaneously exercising the delegated function. The President may revoke any delegation at any time by written notice to the Secretary and to the delegate.

(3) A person acting under a valid presidential delegation must act within its terms and must not sub-delegate without the President's prior written authorisation.

(4) The following powers may not be delegated under this clause: the Executive Directive power (clause 53), the veto power (clause 54), the interim suspension power (clause 58E), the financial moratorium power (clause 58G), and the power to establish working groups (clause 58K).

(5) All acts of a delegate within the scope of a valid delegation are acts of the President for the purposes of this constitution.

(6) The Appointer may at any time direct the President to grant, revoke, or vary any delegation, or may prohibit delegation of a specific function by written notice to the Secretary.

58E Presidential interim suspension of committee members

(1) The President may, by written notice to the Secretary, place any committee member on **interim suspension** from their office for a period not exceeding **14 days**, where the President considers it necessary to protect the interests, assets, or community of the Association.

(2) During an interim suspension under this clause, the suspended committee member may not exercise any functions of their office, attend committee meetings in a decision-making capacity, access Association systems or financial accounts, or represent the Association externally.

(3) The President must, within **24 hours** of imposing an interim suspension:

(a) notify the Appointer in writing with reasons; and

(b) provide the suspended committee member with a written notice stating, in general terms, the concern or circumstances that gave rise to the suspension — the President is not required to disclose confidential information or the full basis of any investigation, but must give the suspended member enough information to understand the general nature of the concern.

The Appointer may at any time lift, extend, convert to a full suspension under clause 60(1)(b), or confirm the suspension.

(4) If the Appointer does not respond within the 14-day period, the interim suspension lapses unless the President applies to the Appointer for an extension before expiry.

(5) An interim suspension under this clause is not a disciplinary outcome and does not create any entitlement to a disciplinary process. The President may simultaneously or subsequently initiate formal disciplinary proceedings under clause 58A.

(6) The Appointer's power to suspend committee members under clause 60(1)(b) is not limited by this clause.

58F Presidential agenda control and exclusion from discussions

(1) The President controls the agenda of every committee meeting and every general meeting at which the President presides. The President may at any time:

(a) add, remove, defer, or vary any agenda item, before or during the meeting;

(b) rule any matter out of order;

(c) close debate on any item and call a vote; and

(d) adjourn the meeting or any item to a later time or a subsequent meeting.

(2) The President may exclude any committee member from any specific discussion or vote at a committee meeting on one or more of the following grounds:

(a) actual or perceived conflict of interest in the matter under discussion;

(b) a conduct concern relating to the committee member that is relevant to the matter under discussion;

(c) confidentiality — the discussion involves information the President reasonably considers should not be disclosed to that member in the circumstances; or

(d) the committee member is the subject of or directly involved in the matter under discussion in a way that makes their participation inappropriate.

The excluded member must withdraw for the duration of that discussion and vote only.

(3) An exclusion under subclause (2) is not a disciplinary measure. The excluded member retains all other committee rights and may challenge the exclusion by raising a point of order, but the President's ruling on a point of order is final during the meeting. The excluded member may subsequently raise the matter with the Appointer.

(4) The Appointer may at any time direct the President on the conduct of any meeting agenda or override any exclusion.

58G Presidential financial moratorium

(1) The President may, by written notice to the Secretary and the Treasurer, impose a **financial moratorium** suspending all or specified categories of Association expenditure for a period not exceeding **30 days**.

(2) During a financial moratorium:

(a) no expenditure may be approved or processed without the President's prior written authorisation, regardless of the tier under clause 73;

(b) no new financial commitments, contracts, or obligations may be entered into on behalf of the Association; and

(c) the Treasurer must immediately report the current financial position of the Association to the President and the Appointer.

(3) The President must notify the Appointer in writing of any financial moratorium immediately upon its imposition, with reasons. The Appointer may at any time lift, extend, or vary the moratorium.

(4) The President may lift a moratorium before expiry by written notice to the Secretary and the Treasurer.

(5) A financial moratorium does not prevent the payment of obligations already legally incurred before the moratorium commenced where non-payment would cause material harm to the Association.

58H Presidential restriction of access to assets and systems

(1) The President may, by written notice to the Secretary, immediately restrict any person's access to any Association asset, system, platform, bank account, communication channel, or physical resource, where the President considers it necessary to protect the Association from harm, financial loss, misconduct, or governance breach.

(2) A restriction under this clause may be imposed without prior notice to the affected person and takes effect immediately upon the Secretary receiving the notice.

(3) The President must notify the Appointer of any restriction imposed under this clause within **24 hours**, with brief reasons. The Appointer may at any time direct the President to lift, vary, or extend any restriction.

(4) A restriction under this clause does not of itself constitute a suspension from office or a disciplinary outcome. It may be imposed in addition to or independently of any other power in this Part.

(5) Access must be restored by written notice from the President once the President is satisfied the ground for restriction no longer applies, unless the Appointer directs otherwise.

58I Presidential assumption of subcommittee control

(1) The President may, by written notice to the Secretary, assume direct operational control of any subcommittee at any time and for any reason. Upon assuming direct control:

(a) the Subcommittee Lead's authority is suspended for the duration of the presidential assumption;

(b) the President may issue directions directly to subcommittee members, approve or reverse any subcommittee decision, and exercise all functions of the Subcommittee Lead; and

(c) the President may designate any person — including a committee member, another Subcommittee Lead, or any other person the President considers suitable — to act as temporary lead of that subcommittee under the President's direction.

(2) Presidential assumption of control under this clause does not require committee approval and takes effect immediately on notice.

(3) The President must notify the Appointer of any assumption of subcommittee control within **48 hours**. The Appointer may at any time direct the President to relinquish control and restore the Subcommittee Lead or appoint a permanent replacement.

(4) The President must relinquish direct control once the President is satisfied the grounds for assumption no longer apply, or as directed by the Appointer. The President may then restore the suspended Subcommittee Lead, appoint a new Subcommittee Lead under clause 55, or leave the position for committee appointment.

58J Presidential investigations

(1) The President may at any time commission, direct, and oversee a formal investigation into any aspect of the Association's activities, any person's conduct, or any financial, governance, or operational matter.

(2) The President may appoint any person — including a committee member, an external adviser, or a professional investigator — to conduct an investigation on the Association's behalf. The appointed investigator reports directly and solely to the President.

(3) All committee members, Subcommittee Leads, subcommittee members, and members of the Association must cooperate fully with any investigation commissioned under this clause. This includes providing all relevant documents, records, information, and access to systems as requested by the investigator. Failure to cooperate constitutes grounds for removal under clause 8B or disciplinary action under Part 7A.

(4) The President may direct that the existence and subject matter of an investigation remain confidential. Unauthorised disclosure of a confidential investigation constitutes a breach of clause 8C and grounds for disciplinary action.

(5) On completion of an investigation, the President may:

(a) take no further action;

(b) initiate disciplinary proceedings under clause 58A or Part 7A;

(c) impose interim measures under clause 58A(2), 58E, or 58H;

(d) refer the matter to the Appointer; or

(e) any combination of the above.

(6) The Appointer may at any time direct the President to commission, broaden, narrow, suspend, or terminate any investigation.

58K Presidential working groups and task forces

(1) The President may at any time, by written notice, constitute a working group or task force to carry out any defined function, produce any deliverable, or advise the President on any matter relevant to the Association's activities or purposes.

(2) A working group or task force may consist of any combination of committee members, Subcommittee Leads, members of the Association, Advisory Board members, and persons who are not members of the Association. The President determines the composition, scope, mandate, and membership of each working group.

(3) Each working group or task force must be established with:

(a) a defined scope or terms of reference;

(b) a designated convenor or lead person who reports to the President; and

(c) a sunset date or defined deliverable, after which the working group is automatically dissolved unless renewed by the President.

(4) A working group or task force is a body constituted under presidential authority. It is not a subcommittee for the purposes of Part 12 of this constitution and does not have independent decision-making authority. It may recommend, investigate, draft, or consult, but all decisions remain with the President, the committee, or the Appointer, as the case may be.

(5) The President may dissolve any working group at any time without cause. Membership of a working group confers no entitlement to continued participation or to any outcome.

(6) The Appointer may at any time direct the President to constitute, modify the scope of, or dissolve any working group or task force.

58L Presidential engagement of professional advisers

(1) The President may, without prior committee approval, engage a professional adviser — including a lawyer, accountant, auditor, consultant, or specialist — to provide services to the Association, provided the total cost of that engagement does not exceed **\$1,500** (inclusive of GST) in any single matter.

(2) Expenditure under subclause (1) must be approved against an existing budget line authorised by the committee under clause 74, or, if there is no applicable budget line, the President must obtain retrospective committee ratification at the next committee meeting.

(3) For engagements exceeding the threshold in subclause (1), the President must obtain committee approval by ordinary resolution before committing the Association to the engagement.

(4) The President may, without expenditure, co-opt any individual with relevant expertise to provide informal advice to the President or to any working group constituted under clause 58K. A co-opted adviser is not a member of the committee, is not a responsible person, and has no authority to bind the Association.

(5) The Appointer may at any time override or direct the President's exercise of the power in subclause (1), including by reducing the threshold, requiring prior approval, or requiring engagement of a specific adviser.

58M Presidential emergency expenditure

(1) Where the President considers that an urgent expenditure is necessary to protect the Association's assets, operations, activities, or legal obligations, and it is not reasonably practicable to convene a committee meeting or pass a circulating resolution in time, the President may approve that expenditure without prior committee approval, up to a maximum of **\$5,000** (inclusive of GST) per occasion.

(2) The President must:

- (a) document the grounds for urgency and the nature of the expenditure at the time the approval is given; and
- (b) report the expenditure, with full details and supporting documentation, to the committee at the next committee meeting for retrospective ratification.

(3) The committee must consider whether to ratify the expenditure at the meeting referred to in subclause (2)(b). If the committee refuses ratification, it must determine how the matter is to be dealt with, including whether the Association is to seek reimbursement, and must notify the Appointer in writing within **7 days** of that refusal.

(4) The power in subclause (1) may not be used to fund recurrent obligations, to make payments to committee members or the Appointer, or to circumvent the budget approval process under clause 74. This power is strictly limited to genuinely urgent and unforeseen expenditure.

(5) In any 12-month period, the total amount approved by the President under this clause must not exceed **\$10,000** (inclusive of GST) in aggregate without Appointer approval.

(6) The Appointer may at any time vary, reduce, or suspend the President's authority under this clause by written notice to the Secretary.

58N Presidential management of minor legal matters

(1) The President may, without Appointer approval, respond to, manage, and resolve any legal claim, demand, complaint, or dispute that:

(a) is addressed to or made against the Association;

(b) involves a claimed liability or settlement amount not exceeding **\$3,000** (inclusive of GST); and

(c) does not involve a matter referred to in clause 60(1)(e) (strategic plan) or any transaction requiring Appointer approval under clause 60(1)(d).

(2) For the purposes of subclause (1), the President may:

(a) correspond with and provide responses to claimants, regulators, or their representatives;

(b) engage legal counsel within the expenditure limit in clause 58L(1); and

(c) agree to, and execute on behalf of the Association, a settlement or resolution that does not require the Association to pay any amount exceeding the threshold in subclause (1)(b) and does not require the Association to admit liability in terms that could affect the Association's reputation, tax status, or future obligations.

(3) Before executing any settlement under subclause (2)(c), the President must:

(a) consult with the Treasurer as to the financial impact; and

(b) notify the Appointer of the proposed settlement terms and allow the Appointer **72 hours** to respond. If the Appointer does not respond within **72 hours**, the President may proceed.

(4) For any claim or matter exceeding the threshold in subclause (1)(b), or where the matter involves reputational, regulatory, or constitutional implications, the President must refer the matter to the Appointer before taking any substantive step.

(5) The President must report all matters managed under this clause to the committee at the next committee meeting, with a summary of the claim, steps taken, and outcome.

(6) Nothing in this clause limits the cooling-off requirement in clause 107 or the litigation protections in clauses 107A and 107B.

58P Presidential intervention with Societies and Chapters

(1) Where the President determines that a Society or Chapter is engaged in conduct materially prejudicial to the Association — including unauthorised public statements, brand misuse, breach of the Society or Chapter

Agreement, defiance of Association or Appointer directions, financial irregularity, or other conduct likely to cause reputational, legal, or operational harm to the Association — the President may, by written notice to the Secretary and to the Society or Chapter leadership, impose immediate interim restrictions on the Society or Chapter or suspend its recognition pending committee or Appointer review.

(2) An interim suspension or restriction under this clause takes effect immediately on notice. It is not a final derecognition and does not constitute a final disciplinary outcome. The procedural requirements of clause 95B do not apply to an interim measure under this clause.

(3) The President must notify the committee and the Appointer within **24 hours** of imposing any measure under subclause (1), with reasons.

(4) An interim measure under this clause may remain in place for up to **30 days**. During that period, the committee must meet to consider whether to confirm, lift, or modify the measure. If the committee does not act within **30 days**, the measure lapses unless the Appointer directs otherwise.

(5) The Appointer may at any time direct the President to impose, lift, extend, or vary any interim measure under this clause, and any such direction prevails over any committee determination.

(6) This clause operates in addition to the committee's power under clause 95 and clause 95B(6), the Appointer's power under clause 60(1)(n), and does not limit the committee's power to initiate a full derecognition process at any time.

Part 9 — The Appointer and Ninth Heaven Group

59 Role and status of the Appointer

(1) The Appointer — **Ninth Heaven Group Pty Ltd (ACN 691 520 662)** — is the founding and governing principal of the Association and holds constitutionally entrenched powers of oversight and authority.

(2) The Appointer's powers are subject always to:

(a) the Act and the Regulation;

(b) the ACNC Act and the ACNC Governance Standards;

(c) clause 4(3) of this constitution — all Appointer powers are exercisable only in furtherance of the charitable purposes and must not be used for the private benefit of the Appointer; and

(d) all other applicable law.

(3) Committee members must act in accordance with lawful Appointer directions. Committee members are not required to, and must not, comply with an Appointer direction that would require them to act contrary to their statutory duties under the ACNC Act or the Act.

60 Powers of the Appointer

(1) The Appointer holds the following powers under this constitution:

(a) The exclusive power to appoint, remove, replace, or reassign any person to or from any committee position — including the President, Secretary, Treasurer, and any ordinary committee member — at any time and for any reason. This includes the power to change, rename, or vary the role, title, or assigned responsibilities of any committee member, elevate or demote committee members between positions, and hold any position vacant for any period. This power is not subject to challenge by the committee, any committee member, or any member of the Association. See clause 21 for the full scope of this power.

(b) The power to suspend any committee member from office for a specified period by written notice to the Secretary, pending investigation or for any other reason the Appointer considers appropriate. A suspended member may not exercise any functions of their office during the suspension period.

(c) The power to issue binding written directions to any individual committee member, in addition to directions to the committee as a whole. An individual committee member who receives a direction from the Appointer must comply with it, provided compliance would not require the member to breach their statutory duties under the ACNC Act or the Act.

(d) No amendment to this constitution takes effect without the prior written approval of the Appointer. The Appointer may veto any proposed amendment by written notice to the Secretary within **30 days** of being notified of the proposed amendment. Silence after **30 days** constitutes approval. The Appointer may also propose amendments to this constitution by written notice to the Secretary, which the committee must put to a general meeting for the required special resolution.

(e) The Appointer may at any time issue, revise, or replace the Strategic Plan and issue binding written strategic directions. The committee must implement the current Strategic Plan and must not act inconsistently with it. The Appointer may direct the Association to undertake specific programmes, initiatives, publications, or activities in furtherance of the charitable purposes. The Strategic Plan must advance the charitable purposes of the Association.

(f) The Appointer must approve the annual budget before it takes effect. No annual budget is operative without Appointer approval. The Appointer may reject or require revision of any budget within **21 days** of receiving it. A budget not rejected within **21 days** is taken to be approved.

(g) The Appointer may set and vary major financial decision thresholds by written notice to the Secretary at any time. No major financial decision may be made without the Appointer's prior written approval. Any purported major financial decision made without that approval is void and not binding on the Association.

(h) The Appointer may, at any time and without prior notice, require the Treasurer to provide a full account of the Association's financial position, transactions, and records. The Appointer may appoint an independent auditor or financial reviewer of its own choosing to examine the Association's financial records, at the Association's cost.

(i) The Appointer may, at any time, direct the Secretary to convene a committee meeting or a general meeting within a specified time, determine the agenda for that meeting, and require specific matters to be considered and voted upon. Where the Appointer directs a general meeting at which a special resolution is to be proposed, that direction constitutes the initiation required under clause 65(3) and clause 70(1).

(j) The Appointer may, at any time, intervene in the affairs of any subcommittee, override any subcommittee decision, dissolve and reconstitute any subcommittee, or direct the committee on any subcommittee matter.

(k) The Appointer may set, vary, or waive membership fees for any membership class by written notice to the Secretary, overriding any committee determination on the same matter.

(l) The Appointer may direct the committee to commence, settle, defend, or withdraw any legal proceedings in the name of the Association. No legal proceedings may be commenced or settled in the Association's name without the Appointer's prior written approval.

(m) The Appointer may dissolve the entire committee and immediately reconstitute it by written notice to the Secretary, naming the replacement committee members and their positions, effective immediately or at a date specified by the Appointer.

(n) The Appointer may approve, conditionally approve, suspend, or revoke the recognition of any Society or Chapter without committee involvement, and may override any committee decision relating to any Society or Chapter at any time. The Appointer may also, without committee involvement, issue binding written directions directly to any Society or Chapter on brand compliance, governance conduct, reporting obligations, standards of activity, or any other matter the Appointer considers material to the Association's reputation or purposes. A Society or Chapter that receives a direct Appointer direction must comply with it immediately; failure to comply is grounds for suspension or derecognition under clause 95.

(o) The Appointer may require the committee to adopt, amend, or revoke any ancillary policy document referred to in clause 3, or any other policy, by written direction to the Secretary. The Appointer may prescribe mandatory minimum content for any such document.

(p) The Appointer nominates recipient organisation(s) for surplus property on winding up under clause 128, after consultation with the committee.

(q) The Appointer may override any decision of the committee, any decision of a subcommittee, or any Executive Directive of the President, by written notice to the Secretary, except where that override would expressly require committee members to breach their statutory duties under the ACNC Act or the Act.

(r) The Appointer may at any time, by written notice to the Secretary, restructure the committee in any manner the Appointer considers appropriate, including by: (i) creating, renaming, merging, or abolishing any committee position; (ii) changing the assigned responsibilities, portfolio, or title of any committee member or position; (iii) changing the composition, size, or structure of the committee; and (iv) any combination of the above. Any such reorganisation takes effect on the date specified in the Appointer's notice, or immediately if no date is specified. No constitutional amendment is required for a structural reorganisation under this clause. **Provided that** no reorganisation under this clause may result in the Association ceasing to have a President, Secretary, and Treasurer as required by Part 5 of the *Associations Incorporation Act 2009* (NSW), and the President and Secretary must at all times be different natural persons.

(s) The Appointer may at any time, by written notice to the Secretary, restructure the subcommittee system in any manner the Appointer considers appropriate, including by: (i) creating new subcommittees, whether standing or ad hoc; (ii) dissolving any subcommittee, including any standing subcommittee established under clause 79; (iii) renaming, merging, or splitting any subcommittee; (iv) changing the terms of reference, portfolio, composition, or chair of any subcommittee; and (v) any combination of the above. Any such reorganisation takes effect on the date specified in the Appointer's notice, or immediately if no date is specified. The Appointer's power under this clause supersedes clause 79(1) — no constitutional amendment is required for the Appointer to dissolve or restructure a standing subcommittee.

(t) The Appointer may establish, constitute, reconstitute, and dissolve the Advisory Board of the Association under clauses 58B and 58C, and may appoint, remove, and designate the Chair of the Advisory Board at any time and for any reason.

(u) The Appointer may delegate any power under this clause to a nominated officer or body by written notice to the Secretary, and may revoke any delegation at any time and for any reason.

(v) The Appointer may, at any time and by written notice to the Secretary, require the President to obtain prior written Appointer approval before issuing any public statement, communication, or announcement that the Appointer considers material — including any statement likely to affect the Association's reputation, brand positioning, legal status, regulatory standing, or relationship with external partners or the Ninth Heaven Group. The Appointer may specify the categories of statement requiring prior approval, and may revoke or vary such a requirement at any time. Where a prior approval requirement is in force, any statement issued without Appointer approval is immediately subject to the Appointer's direction to withdraw or correct under clause 56(5), and the President's failure to comply is grounds for removal under clause 60(1)(a).

(w) The Appointer may, at any time and without Presidential or committee involvement, directly constitute any working group, task force, inquiry, or investigation body to carry out any function, undertake any inquiry, or produce any deliverable the Appointer considers necessary. Any body constituted under this clause reports

directly to the Appointer. The Appointer determines its membership, scope, mandate, and duration. This power is independent of and in addition to the President's power under clause 58K.

(x) The Appointer may, at any time and by written notice to the Secretary, direct the committee to appoint, remove, suspend, or restrict any staff member, contractor, or agent of the Association. Where the Appointer considers that urgent protective action is required, the Appointer may by written notice to the Secretary directly suspend any staff member or contractor pending a committee determination, without prior committee approval. The committee must convene within **7 days** to consider any such direction or suspension.

(2) Every exercise of an Appointer power must be:

(a) in writing;

(b) delivered to the Secretary; and

(c) recorded in the minutes by the Secretary at the next committee meeting.

(3) The Appointer's powers are exercisable at the Appointer's sole discretion. The committee must not delay, obstruct, or fail to implement any Appointer direction.

(4) No committee resolution, Executive Directive, or action of any committee member may limit, condition, or purport to restrict the Appointer's powers under this clause, except as expressly required by the Act, the ACNC Act, or other applicable law.

61 Relationship between NHLAA and Ninth Heaven Group

(1) The Association operates as part of the broader Ninth Heaven institutional ecosystem.

(2) The Association must:

(a) align its mission, programmes, and public identity with the standards and vision of Ninth Heaven Group Pty Ltd;

(b) comply with the Brand and IP Licence agreement between the Association and Ninth Heaven Group Pty Ltd, as amended from time to time;

(c) report to the Appointer on its activities, governance, and finances at intervals and in the form determined by the Appointer; and

(d) obtain the Appointer's prior written approval before: (i) entering any major partnership, sponsorship, or institutional agreement; (ii) any activity that could materially affect the reputation or brand of Ninth Heaven; (iii) any amendment to this constitution; or (iv) recognition of any new Society or Chapter.

(3) The committee must actively maintain the institutional relationship between NHLAA and Ninth Heaven Group Pty Ltd.

62 Appointer directions — form and effect

(1) A direction of the Appointer must be in writing, delivered to the Secretary, and recorded in the minutes.

(2) An Appointer direction prevails over any committee resolution or Presidential Executive Directive to the extent of any inconsistency, subject to clause 59(3).

63 Successor Appointer

(1) If Ninth Heaven Group Pty Ltd is deregistered, wound up, ceases to exist, or formally relinquishes the role of Appointer in writing, the following procedure applies:

(a) the committee must convene a general meeting within **28 days**;

(b) at that meeting, the committee may propose, and eligible voters may resolve by special resolution, to appoint a successor Appointer; and

(c) if no successor Appointer is appointed within **60 days**, the committee assumes all Appointer functions on an interim basis pending appointment of a successor, and must apply to NSW Fair Trading to amend the constitution to reflect the changed governance structure.

(2) A successor Appointer must be a body that is committed to the charitable purposes of the Association and is capable of fulfilling the Appointer's governance functions.

Part 10 — General Meetings

63A Statutory rights preserved; member accountability

(1) Nothing in this Part affects any right conferred on members by the *Associations Incorporation Act 2009* (NSW), including any right under section 37 of the Act to requisition a general meeting. To the extent that any provision of this Part is inconsistent with a mandatory provision of the Act, the Act prevails.

(2) Although voting at general meetings is reserved to committee members under clause 65A, the Association ensures accountability to its general membership through:

(a) the annual general meeting, at which all General Members, Student Members, Associate Members, and International Members are entitled to attend and observe;

- (b) the right of all members to inspect the Association's financial statements and the register of members in accordance with clause 120;
 - (c) the right of all members to raise concerns through the grievance procedure in Part 16A and the dispute resolution procedure in Part 16;
 - (d) the right of all members to make a protected disclosure to the ACNC Commissioner or NSW Fair Trading; and
 - (e) the annual financial reporting and presentation of financial statements at the annual general meeting under clause 64(3)(d).
- (3) The committee-only voting model reflects the governance structure of this Association as an organisation with an Appointer-appointed committee. The Association's accountability to the public is maintained through its obligations as an ACNC-registered charity, including annual reporting, ACNC Governance Standards compliance, and the Deed of Governance Undertaking.

64 Annual general meetings

- (1) The Association must hold its first annual general meeting within **18 months** of registration.
- (2) Subsequent annual general meetings must be held within **6 months** of the last day of each financial year.
- (3) The annual general meeting must transact the following **mandatory business**:
 - (a) confirming minutes of the previous annual general meeting and any intervening special general meetings;
 - (b) receiving the committee's report on the Association's activities during the previous financial year;
 - (c) **noting the appointments and removals of all committee members made by the Appointer since the previous annual general meeting**;
 - (d) receiving and considering the financial statements and the auditor's or reviewer's report;
 - (e) confirming the appointment of the auditor or reviewer for the following financial year; and
 - (f) receiving reports from subcommittee chairs or portfolio leads on the work of their respective subcommittees.

65 Special general meetings

- (1) The committee may call a special general meeting at any time to transact ordinary business.
- (2) The President may call a special general meeting by Executive Directive for any purpose, including to propose a special resolution.

(3) Only the President or the Appointer may initiate a special general meeting at which a special resolution is to be proposed. The committee may not call, convene, or give notice of any meeting — general or special — at which a special resolution is on the agenda unless the meeting has been called by the President under subclause (2) or directed by the Appointer under clause 60(1)(i). Any notice of a meeting that purports to propose a special resolution without Presidential or Appointer initiation is of no effect.

Exception — legally required amendment. Where the Association is required by order of a court, the ACNC Commissioner, NSW Fair Trading, or other competent authority to amend its constitution, and both the President and the Appointer have failed or refused to initiate the required special resolution within **30 days** of the requirement being communicated to the Secretary in writing, the committee may — by resolution passed by not less than 75% of committee members currently in office other than the President — call a special general meeting for the sole purpose of passing the specific amendment required by that order or direction. The President does not vote on this resolution, the President's approval is not required, and the President's absence or abstention is not counted against the 75% threshold. The Secretary must simultaneously notify the ACNC Commissioner and the Appointer in writing of the committee's intention to proceed under this exception.

(4) Member requisition — limited right. In accordance with section 37 of the Act, members holding at least 5% of the total voting rights of the Association may requisition the committee to call a special general meeting by giving written notice to the Secretary. A requisition under this subclause:

- (a) must state the purpose of the proposed meeting and the business to be transacted;
- (b) may not propose a special resolution — special resolutions may only be initiated under subclause (3);
- (c) may not be used to propose a vote of no confidence in any committee member, officer, or the Appointer, or to propose a matter that is within the governance authority of the committee or Appointer under this constitution;
- (d) must be signed by each requisitioning member and include their full name and membership number.

Upon receiving a valid requisition, the committee must call a special general meeting to be held within **28 days**. The committee may apply to a court or the ACNC Commissioner if it believes the requisition is for an improper purpose. The committee must notify the Appointer of any requisition received within **48 hours** of receipt.

(4A) Requisition threshold — calculation. For the purposes of calculating the 5% threshold in subclause (4):

- (a) every General Member, Student Member, Associate Member, and International Member is deemed to hold **one requisition vote** for the specific and limited purpose of determining whether the threshold is met;
- (b) a requisition vote may be exercised only to requisition a special general meeting under subclause (4) and does not entitle the member to vote at any general meeting or on any resolution;

(c) a requisition vote may not be exercised by Subscriber/Contributor Members, Honorary Members, or Society/Chapter Members who are not otherwise General Members, Student Members, Associate Members, or International Members;

(d) the total number of requisition votes is the sum of all General Members, Student Members, Associate Members, and International Members recorded in the register of members at the date of the requisition; and

(e) a valid requisition requires the signatures of members holding at least 5% of that total.

65A Attendance and participation at general meetings

(1) The following persons are entitled to attend a general meeting:

(a) every committee member, who **must be admitted** and may not be excluded; and

(b) any member of the Association in the class of General Member, Student Member, Associate Member, International Member, Honorary Member, or Society/Chapter Member.

(2) Members attending under subclause (1)(b) who are not committee members may attend as observers only. They may not speak, address the meeting, propose or second motions, or otherwise participate in proceedings.

(3) Only committee members may:

(a) speak or address the meeting;

(b) propose or second a motion; and

(c) vote on any resolution.

(4) The presiding member may, with the approval of a majority of committee members present, admit any other person to a general meeting as an observer at the presiding member's discretion. An admitted observer has no right to speak or vote.

(5) A committee member's right to attend a general meeting under subclause (1)(a) is not affected by any membership class they hold.

66 Notice of general meetings

(1) The standard notice periods for general meetings are:

(a) at least **21 days** before the meeting if a special resolution is to be proposed, including the full text of the proposed resolution; or

(b) at least **14 days** before any other general meeting.

Notice must be given to all persons entitled to attend the meeting under clause 65A(1).

(2) **Reduced notice — online meetings with Presidential approval.** Where a general meeting is to be held entirely online by video conference or other electronic means and **no special resolution is to be proposed**, the President may approve a reduced notice period of **72 hours**, provided:

(a) the President gives written approval of the reduced notice period to the Secretary before notice is issued; and

(b) the notice is given simultaneously to all persons entitled to attend the meeting under clause 65A(1) — being all committee members and all General Members, Student Members, Associate Members, and International Members.

This reduced notice period does not apply to any meeting at which a special resolution is to be proposed. Any such meeting must receive at least **21 days'** notice in accordance with subclause (1)(a), regardless of whether it is held online or in person.

(3) **No notice required — circulating resolutions.** No general meeting notice period applies to a decision made by circulating resolution under clause 40. Where a matter that would otherwise require a general meeting is instead decided by circulating resolution, the circulating resolution is valid provided:

(a) it is circulated to all committee members simultaneously;

(b) each member is given not less than **72 hours** from circulation to vote, unless all members agree to a shorter period or all members have cast their vote before that time — this 72-hour minimum applies to general meeting business decided by circulating resolution and supersedes the 48-hour minimum in clause 40(4)(b) for that purpose only; and

(c) the result is recorded in accordance with clause 40.

For all other committee business decided by circulating resolution (not involving general meeting business), the 48-hour minimum in clause 40(4)(b) applies.

(4) The notice must specify the place or platform, time, and nature of business, and (for an annual general meeting) that it is an annual general meeting.

(5) General meetings may be held in person, by video conference, or in hybrid format, provided all participants can communicate with each other.

67 Quorum for general meetings

(1) The quorum for a general meeting is **3 committee members** entitled to vote.

(2) If a quorum is not present within 30 minutes of the scheduled start time:

(a) if the meeting was called at the request of members — the meeting is dissolved; or

(b) otherwise — the meeting is adjourned to the same time and place in the following week.

(3) If a quorum is not present within 30 minutes of the adjourned start time, but a majority of the committee are present, those present constitute a quorum. If a majority is not present but at least half the committee (rounded up) plus one are present, those present constitute a quorum at an adjourned meeting only. In no case may an adjourned meeting proceed with fewer than 3 committee members present.

68 Presiding member at general meetings

(1) The following member presides:

(a) the President;

(b) if the President is absent — the Secretary;

(c) if both are absent — the Treasurer; or

(d) if the President, Secretary, and Treasurer are all absent — the committee member present who has served as a committee member for the longest continuous period, or, if two or more members have served for equal periods, the member chosen by those present by simple majority.

(2) The presiding member has a deliberative vote and, in the event of a tie, a casting vote.

69 Voting at general meetings

(1) Only committee members are entitled to vote at a general meeting.

(2) Each committee member has 1 vote, subject to the casting vote in clause 68(2).

(3) Votes may be cast by show of hands, written ballot, or through the Portal in accordance with clause 41.

(4) A member cannot vote by proxy.

70 Special resolutions

(1) A special resolution may only be initiated by the President (by Executive Directive or by calling a meeting under clause 65(2)) or by the Appointer (by direction under clause 60(1)(i)). No committee member, member, or other person may propose or move a special resolution unless it has been placed on the agenda by the President or the Appointer.

(2) A special resolution requires:

- (a) **21 days'** notice including the full text of the resolution;
- (b) a 75% majority of eligible voters present and voting; and
- (c) the approval of the Appointer under clause 60(1)(d).

(3) The following matters require a special resolution:

- (a) amendment to this constitution;
- (b) voluntary winding up;
- (c) change of the Association's name; and
- (d) any other matter this constitution designates as requiring a special resolution.

71 Adjourned meetings

- (1) The presiding member may, with the consent of the majority present, adjourn a general meeting to another time and place.
 - (2) Only remaining business from the original meeting may be transacted at the adjourned meeting.
-

Part 11 — Financial Governance

72 Financial framework

- (1) The Association's financial affairs must be conducted with the highest standards of transparency, accountability, and stewardship appropriate to an ACNC-registered charitable organisation.
- (2) The Association must at all times operate within its financial means. No committee member, officer, Subcommittee Lead, or affiliated body may incur, commit to, or authorise any debt, liability, or financial obligation on behalf of the Association except as expressly authorised by this constitution or by a written resolution of the committee.
- (3) **Prohibition on unauthorised borrowing.** The Association must not borrow money, obtain credit, enter into a loan or finance arrangement, or grant security over any of its assets without prior written Appointer

approval. Any purported borrowing or security arrangement made without that approval is void and not binding on the Association.

(4) **No personal financial liability for members.** No member, other than a committee member acting in breach of this constitution or applicable law, incurs personal liability for any debt or obligation of the Association by reason of membership alone.

(5) Any committee member who authorises or causes the Association to incur an obligation in breach of this clause may be subject to personal liability to the Association for any resulting loss, in addition to disciplinary action under Part 7A.

(6) The Appointer may at any time set additional financial limits or conditions on the Association's ability to incur obligations, and any such conditions are binding on the committee from the date of written notice to the Secretary.

73 Tiered expenditure authorisation

(1) The following expenditure authorisation tiers apply (subject to Schedule 5):

(a) **Tier 1** — expenditure up to \$499: any committee member designated as portfolio lead for the relevant area under clause 29(3), within an approved budget;

(b) **Tier 2** — expenditure of \$500 to \$4,999: Treasurer pre-approval;

(c) **Tier 3** — expenditure of \$5,000 to \$24,999: a **full committee vote** by ordinary resolution, meaning a circulating resolution or vote at a committee meeting at which all committee members have been notified and given the opportunity to vote;

(d) **Tier 4** — expenditure of \$25,000 and above (**major financial decision**): a **full committee vote** by ordinary resolution, as described in (c), plus prior written Appointer approval.

(2) Unbudgeted expenditure requires a full committee vote regardless of amount.

(3) For the purposes of subclauses (1)(c), (1)(d), and (2), a **full committee vote** means that:

(a) all committee members must be notified of the proposed expenditure, its purpose, and the amount, at least **48 hours** before the vote closes (unless all members agree to a shorter period);

(b) the vote is conducted as a circulating resolution under clause 40 or at a duly convened committee meeting; and

(c) the result, including the name and vote of each member who participated, is recorded in the minutes.

(4) No payment is made until the required approval has been obtained and recorded.

74 Budget

(1) The Treasurer must prepare a draft budget for each financial year and present it to the committee for approval by ordinary resolution before or at the commencement of that financial year. No budget takes effect, and no expenditure may proceed against any budget line, until the committee has approved the budget by ordinary resolution.

(2) The approved budget must be provided to the Appointer within **7 days** of committee approval.

(3) Any variation from the approved budget requires committee approval by ordinary resolution, regardless of the amount of the variation. Unbudgeted expenditure is separately governed by clause 73(2).

75 Revenue and funds

(1) The Association's funds may be derived from any lawful source, including membership fees, donations, grants, sponsorships, journal subscriptions, sales of publications, event income, and programme fees.

(2) All funds must be deposited without deduction into the Association's authorised deposit-taking institution account as soon as practicable after receipt.

(3) Receipts must be issued for money received where practicable.

75A Risk management

(1) The committee must maintain a written **Risk Register** identifying and assessing material risks to the Association, including financial, operational, reputational, legal, governance, and strategic risks.

(2) The Risk Register must:

(a) identify each material risk and describe its nature;

(b) assess the likelihood and potential impact of each risk;

(c) record the control or mitigation measures in place for each risk; and

(d) assign responsibility for managing each risk to a specific committee member or Subcommittee Lead.

(3) The Risk Register must be reviewed by the committee at least once in every financial year, and more frequently if the committee identifies a material change in the Association's risk environment.

(4) The Treasurer must present the Risk Register for committee review at the first committee meeting of each financial year, and must table a summary of the risk management outcomes at the annual general meeting.

(5) The Appointer may at any time direct the committee to update the Risk Register, add specific risks, or implement specific mitigation measures, and any such direction must be complied with.

(6) The committee must promptly notify the Appointer and the ACNC Commissioner of any material risk event or near-miss that could significantly affect the Association's financial position, charitable purposes, or reputation.

75B Reserves policy

(1) The committee must adopt and maintain a written **Reserves Policy** setting out the minimum level of financial reserves the Association is required to hold at any time. The Reserves Policy must be reviewed and reaffirmed or amended by the committee at least once in every financial year.

(2) The Reserves Policy must specify a minimum reserves level sufficient, having regard to the Association's circumstances, to:

(a) meet the Association's financial obligations for at least three months from the date of the assessment;

(b) fund the orderly winding-up of the Association's activities in the event of an unforeseen dissolution; and

(c) absorb a reasonably foreseeable adverse financial event without impairing the continuity of the Association's core charitable activities.

(3) The Reserves Policy must distinguish between:

(a) **unrestricted reserves** — funds held without donor or grant-imposed conditions, which may be applied to any purpose consistent with the Association's charitable objects; and

(b) **restricted reserves** — funds received subject to a condition or designated by the committee or a donor for a specific purpose, which must be applied only for that purpose.

(4) The Treasurer must report on the Association's reserves position at each committee meeting and must table a summary of the reserves position and policy compliance at each annual general meeting.

(5) If the Association's unrestricted reserves fall below the minimum level specified in the Reserves Policy, the Treasurer must immediately notify the committee and the Appointer. The committee must adopt a written remediation plan within **30 days**, setting out the steps and timeline to restore reserves to the required minimum.

(6) The Appointer may at any time direct the committee to amend the Reserves Policy or to take specified steps to restore reserves to a required level, and any such direction must be complied with.

75C Investment policy

- (1) The committee must adopt and maintain a written **Investment Policy** governing the investment of any funds held by the Association that are not required for immediate operational purposes. The Investment Policy must be reviewed and reaffirmed or amended by the committee at least once in every financial year.
- (2) The Investment Policy must specify the classes of investment in which Association funds may be placed. Permitted investments may include:
 - (a) deposits with an authorised deposit-taking institution (as defined in the *Banking Act 1959* (Cth));
 - (b) Australian Government or State Government bonds or treasury notes;
 - (c) term deposits with a bank, building society, or credit union; and
 - (d) any other investment class approved by the committee by ordinary resolution and consistent with the Association's charitable purposes.
- (3) The committee must not invest Association funds in any investment that:
 - (a) involves speculative or high-risk exposure (including derivatives, margin lending, or leveraged instruments);
 - (b) could give rise to a conflict of interest with the Appointer, any committee member, or any Related Entity unless approved by the committee after full disclosure; or
 - (c) would, if publicly disclosed, damage the reputation of the Association or compromise its charitable purposes.
- (4) All income derived from the investment of Association funds forms part of the Association's general funds and must be applied exclusively for the Association's charitable purposes.
- (5) The Treasurer must report on the Association's investment portfolio and investment income at each committee meeting, and must include a summary in the annual financial statements.
- (6) The Appointer may at any time direct the committee to amend the Investment Policy or to divest specified investments, and any such direction must be complied with.

76 Financial reporting and audit

- (1) The Association must prepare annual financial statements in accordance with applicable Australian Accounting Standards.
- (2) Financial statements must be:

(a) presented to the annual general meeting; and

(b) submitted to the ACNC in the Annual Information Statement.

(3) **External assurance — medium and large charities only.** Where the Association is a medium or large charity as defined by the ACNC Act at the end of a financial year, the financial statements for that year must be:

(a) reviewed by an independent, qualified reviewer (for a medium charity); or

(b) audited by an independent, registered company auditor (for a large charity),

in each case before being presented to the annual general meeting.

(4) **Small charity.** Where the Association is a small charity as defined by the ACNC Act, no external review or audit is required. The Treasurer is responsible for the preparation of the annual financial statements, and the committee is responsible for their approval before presentation to the annual general meeting and submission to the ACNC.

(5) **Independence — external auditor or reviewer.** Where an external auditor or reviewer is required under subclause (3), the person appointed must be independent of the Association. A person is not independent for this purpose if they:

(a) are a member of the Association, the Appointer, or any Related Entity of the Appointer;

(b) are employed by, or financially dependent on, the Association, the Appointer, or any Related Entity;

(c) have a family or close personal relationship with any committee member, the Appointer, or any director or officer of the Appointer;

(d) have, within the preceding **two years**, provided accounting, bookkeeping, advisory, or management services to the Association in respect of the subject matter of the review or audit; or

(e) hold any financial interest in the Association or the Appointer.

The committee must record its assessment of independence at the time of appointment. An auditor or reviewer who ceases to satisfy these requirements during their appointment must immediately notify the Secretary, and the committee must appoint a replacement as soon as practicable.

(6) The committee may elect to engage an external auditor or reviewer in any year regardless of size tier, where it considers this appropriate for governance or assurance purposes. Any such engagement is subject to the independence requirements in subclause (5).

(7) **First financial year.** In the Association's first financial year, the committee must determine in good faith, by resolution before the end of that year, which size tier the Association is likely to fall into based on its actual gross income for that year. If the committee determines the Association is likely to be a medium or large charity, it must engage an external auditor or reviewer as if subclause (3) applied. If the committee is uncertain, it must engage an external reviewer as a precaution. The Appointer may direct the committee on its size-tier determination for the first financial year.

77 Grants and sponsorships

- (1) Applications for grants above \$10,000 require committee approval.
- (2) All grants must be applied for the stated purpose. The Treasurer must maintain separate records for each grant received.
- (3) Sponsorships must not compromise the Association's editorial or programmatic independence. No sponsorship from an entity whose activities conflict with the Association's charitable purposes may be accepted.
- (4) The committee may accept named gifts, prizes, or endowments from donors provided the committee is satisfied the arrangement advances the charitable purposes.

78 Banking and financial controls

- (1) The committee must designate the Association's bank or financial institution and maintain the Association's funds in accounts in the Association's name.
- (2) The committee must designate at least two authorised signatories for the Association's accounts, one of whom must be the Treasurer.
- (3) Bank accounts may not be opened, closed, or transferred without committee approval.
- (4) No committee member may use their personal accounts to hold Association funds.
- (5) All financial approvals and payments must be documented and traceable. Any payment made without proper approval under clause 73 is unauthorised and must be reported to the committee immediately by the person who becomes aware of it. The committee must determine how to remedy the unauthorised payment, which may include one or more of the following: (a) requiring the person who made or authorised the payment to repay the amount to the Association; (b) seeking recovery of Association funds from the recipient; (c) referring the matter to the Appointer; or (d) commencing disciplinary proceedings under Part 7A. The committee must record its determination in the minutes.

78A Appointer as temporary custodian of Association funds

(1) This clause applies where the Association does not have a bank account or deposit facility in its own name, whether because no account has yet been established, an existing account has been closed, or the Association is otherwise temporarily unable to maintain an account.

(2) In the circumstances described in subclause (1), the Appointer may, by written notice to the committee, receive and hold Association funds on behalf of the Association as a temporary custodian. The Appointer does not acquire any beneficial interest in, ownership of, or right to retain Association funds held under this clause.

(3) While the Appointer holds Association funds under this clause:

(a) the Appointer must maintain a written ledger of all amounts received and disbursed on behalf of the Association, and provide that ledger to the Treasurer on request at any time;

(b) funds held under this clause may only be disbursed in accordance with written instructions from the committee, authorised in accordance with the expenditure approval provisions of clause 73;

(c) the Appointer must not commingle Association funds with the Appointer's own funds or the funds of any other entity; and

(d) all interest earned on Association funds held by the Appointer (if any) belongs to the Association.

(4) Custodianship under this clause is strictly temporary and must not exceed **90 days** from the date on which the Appointer first receives Association funds under this clause, unless the committee resolves (by ordinary resolution) that exceptional circumstances justify an extension and notifies the ACNC Commissioner of the extension and its reasons within **7 days** of that resolution. The committee must, as a matter of urgency:

(a) take all reasonable steps to establish a bank account or other deposit facility in the Association's own name as soon as practicable;

(b) report to the Appointer at each committee meeting on progress toward establishing the Association account; and

(c) notify the ACNC Commissioner in writing within **30 days** of the Appointer first receiving Association funds under this clause, if an Association account has not yet been established by that point.

The Appointer may at any time direct the committee to apply to one or more specified financial institutions to open an account.

(5) Upon the Association establishing a bank account in its own name, the Appointer must transfer all Association funds held in custodianship to that account within **14 days** of the account being opened, unless the committee and Appointer agree in writing to a different arrangement.

(6) Funds held by the Appointer under this clause remain the property of the Association and must be included in the Association's financial statements and disclosed in the ACNC Annual Information Statement. The committee must satisfy itself that the Association's auditor or reviewer is informed of and can examine the custodianship arrangement.

(7) Nothing in this clause authorises the Appointer to use Association funds for any purpose other than disbursement in accordance with subclause (3)(b). Any misapplication of Association funds by the Appointer is a debt owed by the Appointer to the Association.

78B Staff and contractors

(1) The committee may, by resolution, appoint, direct, suspend, and terminate the employment or engagement of any staff member, contractor, or agent of the Association, on such terms and conditions as the committee determines, consistent with applicable employment law.

(2) The committee may delegate the day-to-day management of staff and contractors to any committee member, Subcommittee Lead, or senior staff member, by written resolution specifying the scope of the delegation. Such delegation does not remove the committee's responsibility for the overall supervision of staff and contractors.

(3) No individual committee member has unilateral authority to hire, terminate, or vary the terms of engagement of any staff member or contractor unless expressly authorised by a committee resolution or a written delegation under subclause (2).

(4) Staff members and contractors are not members of the committee and are not responsible persons for the purposes of the ACNC Act, unless separately admitted to membership or appointed to the committee under this constitution.

(5) Staff members and contractors are bound by all applicable policies of the Association, including the Code of Conduct, the Conflict of Interest Policy, and the confidentiality obligations in this constitution, as a condition of their engagement.

(6) The President may, as an urgent executive measure under clause 58, stand down or restrict the duties of any staff member or contractor pending a committee determination, where the President considers it necessary to protect the Association's interests. **Any exercise of this power is subject to applicable employment law, including the Fair Work Act 2009 (Cth). A stand-down of an employee does not affect the Association's obligation to pay the employee's ordinary remuneration unless the requirements of section 524 of the Fair Work Act 2009 (Cth) or other applicable law are satisfied.**

(7) All remuneration of staff and contractors must be within the approved budget under clause 74, or separately approved as unbudgeted expenditure under clause 73.

78C Remuneration policy

(1) Before appointing or engaging any paid officer, paid committee member, paid employee, or paid contractor in a senior or ongoing role, the committee must adopt a written **Remuneration Policy** governing the Association's approach to remunerating persons who work for or on behalf of the Association.

(2) The Remuneration Policy must address at minimum:

(a) the classes of persons who may be remunerated (including any office-bearers or committee members), and the circumstances in which remuneration of committee members is permitted under clause 5(3)(a) of this constitution;

(b) the process by which remuneration levels are set and reviewed, including how the committee satisfies itself that remuneration is at arm's-length and at fair market value;

(c) the approval process for new remunerated positions and for variations to existing remuneration, including Approointer approval where required under clause 60;

(d) the procedure for managing conflicts of interest where a committee member has an interest in the remuneration of another person; and

(e) the process by which the Treasurer reports on total remuneration expenditure relative to budget.

(3) All remuneration paid by the Association to any person must be on arm's-length terms and at a rate that reflects fair market value for the services provided. The committee must record its basis for determining fair market value each time a new remunerated position is established or an existing remuneration arrangement is varied.

(4) No person may be offered or paid remuneration for services to the Association without prior committee approval by ordinary resolution, except that the committee may by resolution delegate authority to approve engagement of contractors below a specified rate consistent with clause 73.

(5) Any remuneration paid to a Related Entity of the Approointer, or to a body in which any committee member has a financial interest, must comply with clause 47 (related party transactions) and must be additionally recorded in the Related Party Transaction Register.

(6) The Remuneration Policy must be reviewed by the committee at least once every two years, and the Treasurer must report on total remuneration expenditure in the annual financial statements.

78D Child safety — Working with Children checks

- (1) The committee must ensure that every person who, in the course of Association activities, will have direct unsupervised contact with children (persons under 18 years of age) holds a current Working with Children Check clearance (or local equivalent) as required by applicable law in the jurisdiction where the activity occurs — including under the *Child Protection (Working with Children) Act 2012* (NSW) for activities in New South Wales.
 - (2) This obligation extends to:
 - (a) committee members and Subcommittee Leads involved in activities with children;
 - (b) staff members and contractors engaged for activities involving children; and
 - (c) any Society or Chapter leader, volunteer, or programme facilitator who will have direct unsupervised contact with children in any Association-sanctioned activity.
 - (3) The Secretary must maintain a record of current Working with Children Check clearances for all persons required to hold one under this clause, and must verify clearances before those persons commence any activity involving children.
 - (4) Each Society Agreement and Chapter Agreement must include an obligation on local leaders to comply with this clause and with applicable local child safety laws, and to provide evidence of compliance to the Association on request.
 - (5) The committee must adopt and maintain a Child Safety and Safeguarding Policy consistent with this clause and applicable law, and must review it at least once every two years.
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Part 12 — Subcommittees

79 Standing subcommittees

- (1) The following standing subcommittees are established as the default subcommittee structure of the Association:
 - (a) **Publications Subcommittee** — editorial, publication, and literary journal functions;
 - (b) **Programs & Events Subcommittee** — public programming, events, workshops, and exhibitions;
 - (c) **Finance & Audit Subcommittee** — financial oversight, budgeting, audit, and financial reporting;

(d) **Membership & Community Subcommittee** — member recruitment, engagement, Society/Chapter membership coordination; and

(e) **International Affairs Subcommittee** — international programmes, NHLAA Global expansion, and international Society/Chapter relations.

(2) The committee may, by ordinary resolution and at any time and for any reason, establish, dissolve, merge, split, rename, or restructure any subcommittee, including any standing subcommittee listed in subclause (1). The Appointer may do the same under clause 60(1)(s).

(3) The terms of reference for each standing subcommittee are set out in Schedule 4 and must be reviewed by the committee at least once every two years.

(4) The committee may establish ad hoc subcommittees by ordinary resolution for a specific purpose and defined period. Ad hoc subcommittees dissolve on the earlier of: completion of their purpose; or the date determined by the committee.

80 Governance of subcommittees

(1) Each subcommittee is led by a **Subcommittee Lead** appointed by the committee under clause 55.

(2) A Subcommittee Lead is not a committee member of the Association unless separately appointed to the committee under this constitution.

(3) All subcommittees operate under the collective governance of the full committee. No subcommittee or Subcommittee Lead has authority to bind the Association and each must act in accordance with the directions of the committee.

(4) A subcommittee may only exercise functions that have been expressly delegated to it in writing by the committee.

(5) The committee may appoint and remove any Subcommittee Lead or subcommittee member at any time and for any reason by resolution. The President may remove a Subcommittee Lead at any time and for any reason by written notice to the Secretary. Removal takes effect immediately on notice.

(6) The committee may establish, dissolve, merge, split, rename, or restructure any subcommittee at any time by resolution, subject to any overriding power of the Appointer.

(7) Subcommittee members are appointed by the committee and may include committee members and non-committee members. Non-committee subcommittee members are not responsible persons of the ACNC charity.

(8) Each subcommittee must report to the full committee at each committee meeting, or at such other intervals as the committee determines, through its Subcommittee Lead.

(9) The committee may delegate to a subcommittee authority to make routine operational decisions within defined limits, provided that: (a) the scope of the delegation is set out in writing; and (b) all decisions made under that delegation are reported to the committee.

(10) All subcommittees must operate in accordance with the Association's Brand and Style Guide, Publication Ethics Policy, and any applicable standards determined by the committee.

(11) A subcommittee must not release any publication, event, or public communication in the name of the Association without approval in accordance with the authority matrix or as otherwise determined by the committee.

(12) The committee must, by ordinary resolution passed at the time of making any written delegation under subclause (9), extend the indemnity under clause 49 to the relevant Subcommittee Lead in respect of functions performed under that delegation. The indemnity so extended is subject to the same conditions and carve-outs as apply to committee members under clause 49(1)–(2), including the carve-outs for fraud, wilful misconduct, gross negligence, non-indemnifiable statutory duties, and fines. A Subcommittee Lead who is not a committee member is not a responsible person for ACNC purposes and does not hold statutory office.

80A Subcommittee Lead obligations — conflict of interest and financial limits

(1) Every Subcommittee Lead must:

(a) before or upon appointment, disclose to the Secretary any material personal interest, financial interest, or close relationship that could give rise to a conflict of interest in the performance of their subcommittee functions; and

(b) disclose to the committee any new material personal interest or conflict of interest as soon as they become aware of it.

(2) Where a Subcommittee Lead has or acquires a material personal interest in a matter within the scope of their subcommittee's functions:

(a) the Subcommittee Lead must promptly notify the committee and the Secretary;

(b) the Subcommittee Lead must not take any decision or action on that matter without prior committee direction; and

(c) the committee may direct the Subcommittee Lead to refer the matter to the committee, to delegate the decision to another member of the subcommittee, or to recuse themselves from the matter entirely.

- (3) The Lead of the Finance & Audit Subcommittee must not have any financial interest in or business relationship with any entity that is a material supplier, contractor, or partner of the Association, without prior committee approval after full disclosure.
- (4) Where the committee delegates authority to a subcommittee to approve expenditure or enter into commitments:
- (a) the written delegation under clause 80(9) must specify the maximum amount for any single transaction and any aggregate limit per financial year;
 - (b) no subcommittee or Subcommittee Lead may approve, commit to, or incur expenditure in excess of those limits without prior committee approval; and
 - (c) the Subcommittee Lead must report all subcommittee expenditure under delegation to the Treasurer within **7 days** of each transaction.
- (5) The ethical obligations in clause 43A apply, with necessary modifications, to Subcommittee Leads as if they were committee members.

81 Subcommittee procedure

- (1) Each subcommittee determines its own meeting schedule and procedure, subject to committee directions and this Part.
 - (2) The quorum for a subcommittee meeting is a majority of appointed members, with a minimum of 2.
 - (3) Subcommittees may conduct business through circulating resolutions, Portal voting, or meetings, in accordance with clauses 40 and 41.
 - (4) Minutes of all subcommittee meetings must be provided to the Secretary within **7 days** for inclusion in the Association's records.
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Part 13 — Societies and Chapters

Division 1 — Foundational Principles

82 Nature and purpose

- (1) The Association may recognise two classes of affiliated body:

- (a) **Societies** — affiliated community bodies established to advance the Association's mission in a particular university, city, locality, institution, or approved thematic context; and
 - (b) **Chapters** — geographic institutional arms of NHLAA Global established to represent the Association at an organisational level in a defined city, region, or country.
- (2) The following distinctions must be preserved in all Association documents, systems, and communications:
- (a) a **Department** is a standing internal functional unit (*what the Association does internally*);
 - (b) a **Society** or **Chapter** is a recognised affiliated or institutional body (*where and through whom the Association is present externally*); and
 - (c) an **Initiative** is a bounded programme or piece of work (*what work is being undertaken*).

83 Source of authority

- (1) All authority of a Society or Chapter derives from the Association. No Society or Chapter has inherent authority by reason of using the Ninth Heaven name.
- (2) A Society or Chapter:
 - (a) is part of the Ninth Heaven global network;
 - (b) does not own any interest in the Ninth Heaven brand, name, marks, assets, goodwill, or intellectual property;
 - (c) does not operate as an autonomous legal entity unless expressly authorised in writing; and
 - (d) may not bind the Association legally or financially without prior written committee approval.

Division 2 — Classes of Society

84 Recognised classes of Society

- (1) The Association may recognise:
 - (a) **University Societies** — within or around a university community;
 - (b) **City or Regional Societies** — constituted in a city, metropolitan area, or region by place of connection; and

(c) **Institutional or Thematic Societies** — for a particular institution, field, or approved thematic purpose, to be used sparingly.

(2) Standard naming form: **Ninth Heaven Society, [Place / Institution / Context]**

Division 3 — Chapters

85 Nature of Chapters

(1) A Chapter is a geographic institutional arm of NHLAA Global with a closer relationship to the central Association than a Society.

(2) A Chapter may, where directed by the committee, oversee and coordinate Societies within its geographic area.

(3) Standard naming form: **NHLAA [City / Region / Country] Chapter**

Division 4 — Recognition

86 Requirement for recognition

No body may describe itself as a Ninth Heaven Society or NHLAA Chapter unless it has been **formally recognised** by the Association through the following process:

(a) written application to the committee;

(b) committee approval, subject to Appointer approval under clause 60(1)(n);

(c) execution of the relevant Society Agreement or Chapter Agreement (minimum terms as set out in Schedule 7 where applicable); and

(d) designation of an approved local leadership structure.

87 Minimum threshold for recognition

A proposed Society or Chapter must demonstrate:

(a) a genuine local nucleus of committed participants;

(b) a clear cultural or institutional context;

(c) capacity to carry out its intended activities responsibly;

- (d) alignment with the mission, standards, and cultural identity of Ninth Heaven;
- (e) at least one suitable local leader; and
- (f) willingness to operate within the Association's governance, systems, and brand requirements.

Recognition must not be granted where no real body exists.

87A International Societies and Chapters — additional recognition requirements

(1) A Society or Chapter is an **international body** for the purposes of this constitution if its activities are conducted primarily outside Australia, or if its leadership and membership are based primarily outside Australia.

(2) In addition to the requirements of clauses 86 and 87, recognition of an international body requires:

- (a) **Appointer approval** — written Appointer approval under clause 60(1)(n) is mandatory; recognition does not take effect until that approval is received;
 - (b) **Local law assessment** — the applicant must provide the committee with a written assessment of the legal framework applicable to voluntary or not-for-profit bodies in the relevant jurisdiction, including any local registration or licence requirements;
 - (c) **Compliance Lead** — the body must designate a **Compliance Lead** from its leadership, responsible for local legal compliance and the annual certification under clause 96(1);
 - (d) **Data protection** — the body must confirm in its Society Agreement or Chapter Agreement that it will comply with applicable local privacy law and obtain any necessary member consents before sharing member data with the Association; and
 - (e) **International designation** — the recognition resolution and the affiliated body register under clause 17A must designate the body as an **International Society** or **International Chapter**, as applicable, and the designation must be reflected in all Association records.
- (3) An International Society or Chapter is subject to the annual compliance certification under clause 96(1), the conflict-of-law procedure under clause 96B (if unincorporated) or clause 96A(4) (if incorporated), and the data protection obligations under clause 96D, in addition to all other obligations applicable to recognised bodies under Part 13.
- (4) On reaffiliation under clause 88(2), an International Society or Chapter must provide an updated local law assessment and confirm the continuing appointment of its Compliance Lead.

88 Provisional and full recognition; fixed term

(1) Recognition may be provisional (with additional conditions and reporting) or full.

(2) Every Society and Chapter is recognised for a fixed term and must seek **reaffiliation** before term expiry. Unless the committee specifies otherwise in the recognition decision, the standard term of recognition is **2 years** from the date of recognition or most recent reaffiliation. Reaffiliation requires submission of updated leadership details, membership information, activity summaries, and confirmation of continued adherence to all applicable standards.

(3) A Society or Chapter whose term expires without approved reaffiliation ceases to be a recognised body unless the committee grants a written extension.

Division 5 — Internal Structure

89 Leadership structure

(1) Each Society must have, at minimum, a **Society President** and a **Society Committee**.

(2) Each Chapter must have, at minimum, a **Chapter President** and a **Chapter Committee**.

(3) Society Presidents, Chapter Presidents, and local committee members are not constitutional committee members of the Association unless separately appointed by the Appointer under clause 21.

(4) Any material change to local leadership must be notified to the Association and accompanied by a reaffirmation document in the required form. Until accepted, the Association may continue to recognise the last approved leadership.

(5) For the purposes of subclause (4), a **material change** to local leadership includes:

(a) the departure or replacement of the Society President or Chapter President;

(b) a change of more than half the members of the local committee;

(c) a change in the legal name, status, or institutional affiliation of the Society or Chapter; or

(d) any other change the Association's committee determines to be material.

Division 6 — Accountability and Standards

90 Committee and Appointer authority

(1) The committee retains authority over recognition, suspension, and derecognition of Societies and Chapters.

(2) The Appointer may override any committee decision relating to any Society or Chapter.

91 Reporting obligations

Each recognised Society and Chapter must report to the Association at intervals determined by the committee, including participant numbers, event summaries, forward plans, financial information (where local funds are involved), and leadership updates.

91A Local financial controls for Societies and Chapters

(1) A Society or Chapter may handle, collect, or hold funds — whether from ticket sales, membership fees, donations, grants, or any other source — only where the Association has provided prior written authorisation for that activity. Any funds collected without authorisation are held on trust for the Association and must be accounted for and transferred as the committee directs.

(2) Where authorised to hold local funds, a Society or Chapter must:

(a) designate a Society Treasurer or Chapter Treasurer responsible for maintaining accurate financial records;

(b) hold any local funds in a dedicated bank account or financial account clearly identified as belonging to the Society or Chapter (and not in any individual's personal account); and

(c) ensure that any bank account opened for local purposes identifies the relevant entity and does not use the Ninth Heaven name or brand except with the Association's prior written approval.

(3) Every Society or Chapter that holds or handles funds must maintain accurate written financial records, including:

(a) a record of all income received and its source;

(b) a record of all expenditure and its purpose; and

(c) a record of the current balance of all accounts.

(4) The financial records required by subclause (3) must be provided to the Association's Treasurer in the form and at the intervals specified by the committee. As a minimum, the Society or Chapter must provide an annual financial summary covering each financial year ending 30 June.

(5) Funds raised locally by a Society or Chapter, where authorised, may be applied to the Society's or Chapter's approved activities within their recognised scope. Surplus funds remaining after completion of activities must be dealt with as directed by the committee, which may include transfer to the Association.

(6) Local Society and Chapter leaders and members must not apply any local funds for personal benefit. Any misapplication of local funds is a ground for intervention under clause 95 and may be recovered by the Association.

(7) Each Society or Chapter is responsible for handling the personal information of its local members in accordance with applicable privacy laws in its jurisdiction. Each Society or Chapter must not transfer personal information of members outside its jurisdiction except with the consent of the members concerned or as required by law.

92 Good standing

Good standing requires alignment with the Association's mission and standards, active operation, compliance with governance and brand requirements, honest communication, accurate records, and absence of serious unresolved concerns.

93 Permitted and restricted activity

(1) Permitted activity includes reading groups, literary salons, workshops, exhibitions, and approved local Initiatives.

(2) Without prior written committee approval, a Society or Chapter must not: enter contracts in the Association's name; incur liabilities for the Association; open bank accounts using the Ninth Heaven name; engage in substantial fundraising; issue public statements purporting to speak for the whole Association; or create independent brand assets.

(3) Activities requiring Appointer approval (in addition to committee approval) include large-scale public events, revenue-generating undertakings, sensitive partnerships, and any publishing activity with legal or reputational sensitivity.

94 Brand, identity, and communications standards

(1) Use of the Ninth Heaven name and brand requires Association authorisation and compliance with the Brand and Style Guide.

(2) No Society or Chapter acquires any ownership interest in the Ninth Heaven brand, name, marks, goodwill, or intellectual property.

(3) Every Society and Chapter must operate in accordance with the Association's Brand and Style Guide, Publication Ethics Policy, and any applicable standards determined by the committee.

(4) A Society or Chapter must not release any publication, event, or public communication in the name of the Association or the Ninth Heaven brand without prior approval in accordance with the authority matrix or as otherwise directed by the committee.

(5) All activities of a Society or Chapter carried out under the Ninth Heaven name must reflect the cultural, intellectual, and aesthetic standards of the Association as determined by the committee under clause 6A.

(6) The committee may direct a Society or Chapter to modify or cease any activity, communication, or output it considers inconsistent with the Association's standards or brand.

95 Intervention, suspension, and derecognition

(1) Grounds for intervention include persistent disorder, inactivity, misconduct, brand misuse, leadership failure, financial irregularity, or failure to meet reporting requirements.

(2) Intervention may take any form from guidance to formal dissolution.

(3) Upon derecognition, the body must cease using the Ninth Heaven name and return all Association-controlled assets, records, and access.

95A Exclusion of individual members from Societies and Chapters

(1) The committee may, by resolution, and the President may, by written notice to the Secretary, exclude any member of the Association from participating in any specific Society, Chapter, subcommittee, programme, platform, or event, without removing that member from the Association altogether. Such exclusion may be for any reason and no reasons need be given.

(2) Any Society or Chapter must comply immediately with a direction from the committee or the President to exclude a specific member from that Society's or Chapter's activities, platforms, communications, or events. Failure to comply with such a direction is grounds for intervention under clause 95.

(3) A member excluded under this clause has no right of appeal against the exclusion. The committee may lift an exclusion at its absolute discretion by resolution.

(4) The Appointer may at any time direct the committee or the President to exclude, reinstate, or vary the exclusion of any member from any Society, Chapter, or programme, and any such direction takes immediate effect.

95B Procedural fairness before derecognition

(1) This clause applies to any formal derecognition of a Society or Chapter under clause 95. It does not apply to:

(a) provisional suspension pending investigation; or

(b) refusal to grant or renew recognition (which is entirely at the committee's discretion).

(2) Before resolving to derecognise a Society or Chapter, the committee must give the Society or Chapter written notice that sets out:

(a) the grounds on which derecognition is proposed; and

(b) the date by which a written response must be received, which must be no less than **14 days** from the date of the notice (or such shorter period as the Appointer directs where urgent action is required).

(3) The Society or Chapter must be given a reasonable opportunity to provide a written response to the committee before the derecognition resolution is passed.

(4) The committee must genuinely consider any response received before passing a derecognition resolution.

(5) This clause does not require the committee to hold a hearing, accept oral representations, or delay a derecognition resolution beyond the response period. After genuine consideration of any response received, the committee may derecognise the Society or Chapter without further process.

(6) The committee or the President may immediately suspend a Society's or Chapter's recognition pending the derecognition process where the committee or President considers that continued operation during the process would cause material harm to the Association.

(7) The Appointer may at any time direct immediate derecognition of any Society or Chapter under clause 60(1)(n), without the process in this clause applying.

96 Jurisdictional compliance — international bodies

(1) Every Chapter operating in a jurisdiction outside New South Wales must provide the Association with an annual compliance certification confirming compliance with applicable local laws.

(2) The committee is collectively responsible for monitoring international legal compliance. The committee member designated as portfolio lead for International Affairs under clause 29(3) (if any) coordinates this function and reports to the committee.

(3) Where a Chapter is required by local law to incorporate locally, it must remain subject to NHLAA governance standards and this constitution, to the extent not inconsistent with applicable local mandatory law.

96A Local incorporation of Chapters

(1) A Chapter must not incorporate as a legal entity in any jurisdiction — whether as a company, association, trust, foundation, or other form — without prior written approval of the committee and the Appointer.

(2) Where the committee and the Appointer approve local incorporation of a Chapter, the approval must specify:

(a) the jurisdiction and legal form of incorporation;

(b) the governance obligations the locally incorporated entity must observe, including the requirement to operate at all times consistently with NHLAA Global's charitable purposes, governance standards, and direction hierarchy;

(c) the composition of the local governing body, which must be approved by the committee and must not include persons the Appointer has not approved;

(d) the manner in which the Association's financial controls and brand standards continue to apply; and

(e) any conditions specific to the jurisdiction, including compliance with local charity or not-for-profit registration requirements.

(3) A locally incorporated Chapter:

(a) remains subject to this constitution and the Association's governance standards to the extent permitted by local law;

(b) must adopt a local governance document (constitution, bylaws, or equivalent) approved by the Association before local incorporation takes effect;

(c) must not take any action that would result in the Association (as the parent body) incurring legal liability under the laws of the local jurisdiction, without prior committee and Appointer approval; and

(d) must not distribute any funds to its directors, officers, or members except for reasonable reimbursement of expenses actually incurred in carrying out its approved activities.

(4) Where local mandatory law imposes a requirement on a locally incorporated Chapter that is inconsistent with this constitution, the Chapter must:

(a) promptly notify the Association's committee and the Appointer of the conflict;

(b) seek legal advice (which must be shared with the Association's committee) on the nature and extent of the conflict; and

(c) comply with local mandatory law, but must minimise any departure from NHLAA governance standards to what is strictly required by local law.

(5) Where a locally incorporated Chapter is derecognised or wound down, the Association must be given first right to any assets of the local entity (net of local creditors) that can lawfully be transferred to the Association. Any remaining assets must be applied to a charitable purpose consistent with the Association's objects.

96B Conflict-of-law for unincorporated international bodies

(1) This clause applies to every unincorporated International Society and International Chapter. For locally incorporated Chapters, the conflict-of-law procedure is set out in clause 96A(4).

(2) Where local mandatory law requires an unincorporated International Society or Chapter to act, or to refrain from acting, inconsistently with this constitution or any Association policy or direction, the body must:

- (a) promptly notify the committee and the Appointer of the conflict;
 - (b) seek legal advice, which must be shared with the committee and the Appointer; and
 - (c) comply with local mandatory law, minimising any departure from NHLAA governance standards to what is strictly required.
- (3) Compliance with subclause (2) does not of itself constitute a breach of the Society Agreement or Chapter Agreement.
- (4) On receiving notification, the committee must consult the Appointer and direct the body in writing on how to proceed. Where the committee and Appointer determine the conflict is irreconcilable, the committee may suspend or derecognise the body under clauses 95 and 95B. Derecognition on this basis is not disciplinary and must be notified to the body in writing.

96C Global Access — international affiliated member participation

(1) The committee may, by ordinary resolution, grant **Global Access** status to all current members of a recognised International Society or International Chapter, or to members of a specified class within such a body. Global Access is a participation status only — it is not membership of the Association and does not confer any rights or obligations of membership under this constitution.

(2) A person holding Global Access is entitled to:

- (a) access NHLAA Global's publications (including digital publications and the Association's flagship literary journal) designated by the committee as available to Global Access participants;
- (b) access digital community platforms, programmes, and community spaces designated by the committee as open to Global Access participants;
- (c) participate in programmes and events of the Association or its affiliated bodies that the committee designates as open to Global Access participants; and
- (d) be recognised within the NHLAA Global network as an affiliated participant of the relevant International Society or Chapter.

(3) Global Access does not confer on a participant:

- (a) membership of the Association or any right of membership under this constitution;

- (b) any right to receive notice of, attend, speak at, or observe any general meeting of the Association;
- (c) any right to vote on any resolution of the Association;
- (d) any right to natural justice, procedural fairness, or appeal under this constitution in respect of decisions of the committee or the Appointer;
- (e) any contractual relationship with the Association beyond the Code of Conduct acceptance under subclause (5); or
- (f) eligibility for appointment to the committee or any leadership, subcommittee, or portfolio role within the Association.

(4) Global Access is conditional on:

- (a) the participant remaining a current member of the relevant recognised International Society or Chapter in good standing;
- (b) the participant complying with the Association's Code of Conduct, which applies to all persons accessing Association resources or participating in Association programmes; and
- (c) the International Society or Chapter continuing to hold valid recognition under Part 13.

(5) Before accessing any Association resource, platform, or programme under this clause, a Global Access participant must confirm acceptance of the Association's Code of Conduct in the manner determined by the committee.

(6) The committee may revoke Global Access:

- (a) for all members of a body — by ordinary resolution at any time;
- (b) for an individual — by written notice from the President to the Secretary, where the individual has breached the Code of Conduct, has ceased to be a member of the relevant body, or is otherwise considered unsuitable; and
- (c) automatically — on derecognition or expiry of recognition of the relevant International Society or Chapter.

(7) The International Society or Chapter whose members hold Global Access must communicate the terms of access to its members before access is provided, notify the Association promptly when a member ceases membership, and cooperate with the Association in implementing and revoking access.

(8) The collection and use of personal data in connection with Global Access is subject to clause 96D.

96D Cross-jurisdictional data protection

- (1) This clause applies when the Association collects, holds, uses, or discloses personal information of individuals who are members of International Societies or Chapters, or who hold Global Access status under clause 96C.
 - (2) In addition to the Association's obligations under the *Privacy Act 1988* (Cth), the Association must take reasonable steps to comply with any applicable privacy or data protection law in the jurisdiction from which data originates.
 - (3) Every Society Agreement or Chapter Agreement for an International Society or Chapter must require the body to:
 - (a) comply with applicable local privacy law in all dealings with its members' personal information;
 - (b) obtain any necessary member consents before sharing personal information with the Association; and
 - (c) notify the Association promptly of any privacy breach affecting members whose data has been shared with the Association.
 - (4) Where a cross-border transfer of personal data to the Association is subject to transfer restrictions under applicable local law, the committee must assess and implement an appropriate transfer mechanism consistent with that law, and document the basis of the transfer.
 - (5) The Secretary must maintain a record of the jurisdictions from which the Association holds international affiliated member data, and review that record at least annually.
 - (6) The Association's Privacy Policy must address the collection and handling of international affiliated member data and must be accessible to those individuals.
 - (7) The obligations in this clause apply proportionately to the scale of the Association's international operations. The committee must seek legal advice where cross-border data obligations are unclear or material.
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Part 14 — NHLAA Global

Division 1 — Institutional Identity

97 Global identity

(1) The Association operates globally as **NHLAA Global**. NHLAA Global is the Association's international institutional identity — the name, brand, and presence under which the Association is known and operates across all contexts outside its formal legal name.

(2) NHLAA Global is not a separate legal entity. It is the unified global expression of the single body incorporated in New South Wales as Ninth Heaven Literature & Arts Association Inc.

(3) All activities, programmes, affiliated bodies, publications, and communities operating under the NHLAA Global name are part of, and derive their authority from, the Association.

97A Character of NHLAA Global

(1) NHLAA Global is a global literary and arts institution. It is built upon the conviction that literature and the arts are not incidental to human life but constitutive of it — that beauty, meaning, and the cultivation of the spirit are serious public goods deserving of serious institutional commitment.

(2) NHLAA Global exists to be a place of genuine creative and intellectual life: rigorous in its standards, expansive in its reach, and faithful to its character. It aspires to be a lasting institution that serves writers, artists, scholars, and communities across generations and across the world.

(3) The following characteristics define NHLAA Global as an institution and must be upheld by the committee, all affiliated bodies, and all persons acting under its name:

(a) **Literary and artistic seriousness** — NHLAA Global advances the highest standards of literary and artistic craft, criticism, and scholarship. It does not reduce literature or the arts to entertainment, content creation, or commercial product;

(b) **Cultural rootedness** — NHLAA Global draws upon enduring cultural traditions from across civilisations that have made lasting contributions to literary and artistic life. It is not defined by any single tradition but is grounded in genuine engagement with the traditions it represents.

(c) **Global community** — NHLAA Global is a community without borders. Its Societies, Chapters, members, and programs span cities, countries, and cultures, united by shared commitment to literature, the arts, and the life of the mind;

(d) **Institutional permanence** — NHLAA Global is built to last. Its structures, programs, and standards are designed for continuity across leadership changes and over time. No short-term consideration justifies compromising the institution's long-term character; and

(e) **Public purpose** — NHLAA Global exists for the benefit of the public, not for the private benefit of any individual, committee member, or affiliated entity. Its assets, programs, and reputation are held in trust for the communities it serves.

Division 2 — Global Expansion

98 International membership and expansion

(1) Membership of the Association is open to individuals globally in accordance with Part 3. Membership is not restricted by nationality, jurisdiction of residence, or language.

(2) The Association may establish Chapters and recognise Societies in any city, region, or country in accordance with Part 13. The Association's aspiration is to build a genuinely global network of Societies and Chapters that gives NHLAA Global a meaningful presence in the world's major literary and cultural centres.

(3) The Appointer sets the strategic direction for global expansion, including geographic priorities, pace, and the criteria for new Societies and Chapters, through the Strategic Plan and written strategic directions under clause 60(1)(e).

(4) The committee is responsible for implementing the expansion strategy determined by the Appointer, including identifying and engaging prospective Society and Chapter leaders, managing the recognition process under Part 13, and maintaining the health of the global network.

98A The NHLAA Global network

(1) NHLAA Global as a global institution is expressed through its **network** — the interconnected body of committee members, Subcommittee Leads, members, Society and Chapter leaders, contributors, and communities that act under the Association's name and authority across the world.

(2) The network is the Association's primary asset. Its strength, diversity, and quality determine the Association's ability to fulfil its charitable purposes at scale.

(3) The committee must actively cultivate the network by:

(a) ensuring that Societies and Chapters receive adequate support, communication, and direction from the Association;

(b) facilitating connections across Societies, Chapters, and members in different regions;

(c) coordinating cross-network programmes, publications, and events that give expression to NHLAA Global's institutional identity; and

(d) ensuring that the standards and character of NHLAA Global are consistently upheld across every part of the network.

(4) No part of the network — including any Society, Chapter, subcommittee, or programme — may operate as a closed or independent community. All parts of the network are part of NHLAA Global and must maintain active connection with the Association.

98B Global programmes and publications

(1) NHLAA Global advances its purposes through global programmes and publications that give expression to its institutional character, including:

(a) *Ninth Heaven Literary Journal* — the Association's flagship publication, published under the NHLAA Global brand, committed to the highest standards of literary and critical writing;

(b) global public programmes — lectures, seminars, exhibitions, workshops, and events presented by the Association or its affiliated Societies and Chapters that advance literary and artistic culture;

(c) community programmes — reading groups, writing circles, mentorship initiatives, and other community activities conducted through Societies and Chapters; and

(d) digital programmes — online publications, platforms, and communities that extend NHLAA Global's reach and give expression to its identity in digital form.

(2) The committee must ensure that NHLAA Global's flagship publication is maintained and published on a regular schedule consistent with the Association's standards and strategic direction.

(3) The committee may develop new programmes, publications, and initiatives in furtherance of the Association's charitable purposes and global mission. All such programmes must be consistent with NHLAA Global's institutional character as described in clause 97A.

Division 3 — Global Governance

99 Cross-jurisdictional compliance

(1) The Association remains legally domiciled in New South Wales. Expansion to other jurisdictions does not affect the Association's status as an NSW incorporated association or its obligations under the Act, the ACNC Act, and applicable Australian law.

(2) The committee must ensure, to the extent practicable, that the Association's own activities in other jurisdictions comply with applicable local laws, and must seek legal advice where the Association's direct activities in a jurisdiction create legal obligations.

(3) Each Chapter is responsible for its own local legal compliance in accordance with clause 96, and must promptly notify the Association of any material legal development in its jurisdiction that may affect the Association or its network.

99A Regional presence and coordination

(1) The Association may designate **regional coordinators** to support the development and coordination of Societies and Chapters within a defined geographic region. Regional coordinators are appointed by the committee and report to the committee.

(2) A regional coordinator is not a committee member of the Association unless separately appointed under this constitution, and has no authority to bind the Association. The scope of a regional coordinator's functions must be set out in a written delegation from the committee.

(3) The committee may establish regional advisory groups to provide intelligence, connections, and local expertise in support of the Association's expansion strategy. Regional advisory groups have no governance authority.

99B International partnerships

(1) NHLAA Global may enter into partnerships, affiliations, and collaborative arrangements with literary organisations, universities, cultural institutions, publishers, and other bodies that share its values and advance its charitable purposes.

(2) All international partnerships must be approved by the committee by ordinary resolution. Partnerships that involve financial commitments, formal brand association, or long-term obligations additionally require Approver approval under clause 60(1)(q) or as otherwise required by clause 60.

(3) No partnership may be entered into on terms that:

(a) require the Association to act inconsistently with its charitable purposes or this constitution;

(b) grant any partner control over or a proprietary interest in the NHLAA Global brand, name, or institutional identity; or

(c) compromise the Association's editorial or programmatic independence.

(4) The committee must maintain a register of active international partnerships, which must be tabled at each annual general meeting.

99C Standards across the global network

- (1) NHLAA Global's institutional character is indivisible. The same standards of literary and artistic seriousness, cultural integrity, and public purpose that define the Association define every Society, Chapter, programme, and activity that operates under its name.
- (2) The committee is the ultimate guardian of NHLAA Global's institutional character across the global network. The Appointer may at any time direct the committee on the standard to be upheld by any part of the network.
- (3) Where any part of the NHLAA Global network — including any Society, Chapter, subcommittee, programme, or publication — acts in a manner inconsistent with the institutional character described in clause 97A, the committee must take prompt corrective action, which may include intervention, suspension, derecognition, or dissolution, as appropriate.

99D Cross-border financial governance

- (1) The Association's accounts and financial statements are maintained in Australian dollars (AUD). All financial reporting to the committee must be in AUD. Where a Society or Chapter handles funds in a foreign currency, those amounts must be converted to AUD for reporting purposes using the exchange rate applicable at the date of the relevant transaction or at such other date as the Treasurer specifies.
- (2) The committee must ensure that the Association's foreign currency exposure is managed prudently. The Treasurer must report to the committee on the Association's total foreign currency exposure at each committee meeting where material foreign-denominated funds are held. The committee must not hold material amounts in foreign currencies speculative on currency movements.
- (3) No transfer of funds between the Association and any Society, Chapter, locally incorporated entity, or regional coordinator may occur without prior committee approval by resolution, specifying:
 - (a) the amount and currency;
 - (b) the purpose of the transfer;
 - (c) whether the transfer is a grant, loan, reimbursement, or other;
 - (d) the conditions (if any) attached to the use of the transferred funds; and
 - (e) reporting and acquittal obligations for the recipient.
- (4) The Association must not advance funds to any Society, Chapter, regional coordinator, or affiliated body on terms amounting to a loan without committee approval and, where the amount exceeds the expenditure threshold in clause 73, Appointer approval.

(5) The committee must ensure that the Association complies with applicable Australian tax obligations in respect of cross-border activities, including any withholding tax obligations on payments to non-residents, and must seek appropriate professional advice where the Association's international activities create material tax exposure.

(6) Any funds transferred from the Association to a Society, Chapter, or other affiliated body must be subject to acquittal obligations — the recipient must provide to the Treasurer documentary evidence that the funds were applied for the approved purpose. Failure to provide acquittal is a ground for intervention under clause 95 or withdrawal of future funding.

99E External organisational relationships

(1) This clause governs the Association's relationships with external organisations — any body that is not an affiliated Society or Chapter and is not the Appointer. External organisational relationships include partnerships, affiliations, memoranda of understanding, co-presentation and co-branding arrangements, sponsorships, endorsements, letters of support, joint programmes, and any other arrangement under which the Association and an external body act in association.

(2) An external organisational relationship does not confer on the external body any authority over the Association, any right to direct the committee, any proprietary interest in the Association's brand, or any right to represent the Association publicly except as expressly stated in a written agreement approved under this clause.

(3) No external organisational relationship may be entered into or announced without prior committee approval by ordinary resolution and Presidential endorsement under clause 56C. The approving resolution must record the organisation's name, the type and scope of the relationship, the term, any financial commitments, any brand use, and the committee's assessment of reputational suitability.

(4) The following relationships additionally require Appointer approval before taking effect:

(a) any relationship involving financial commitments by the Association above the threshold in clause 73;

(b) any relationship involving formal brand association, co-branding, or endorsement;

(c) any relationship with a government body, regulatory authority, or international institution;

(d) any relationship granting the external body a right to representation in or influence over the Association's programmes, publications, or governance; and

(e) any relationship with a term exceeding one year or that renews automatically.

(5) Before recommending any external relationship for committee approval, the proposing committee member or subcommittee must document a reputational and alignment assessment covering the organisation's legal

standing, public reputation, purposes and conduct, financial soundness (where the Association's resources are at risk), the interests of persons controlling it, and consistency with the Association's institutional character under clause 97A.

(6) The committee must not approve an external relationship unless satisfied that the organisation is of genuine standing and integrity, the relationship advances or is consistent with the Association's charitable purposes, and there is no material reputational, legal, or financial risk that is not outweighed by the benefit.

(7) Where a proposed organisation is of uncertain standing — including where it is newly formed without a track record, has been subject to public controversy or regulatory proceedings within the preceding five years, has opaque purposes or governance, or is associated with persons whose conduct is inconsistent with the Association's values — the committee must apply heightened caution. The committee may proceed only where the relationship is limited in scope and duration, involves no public endorsement or brand association, carries minimal financial commitment, and the Appointer has been notified and has not objected within **14 days**.

(8) The committee must not enter into any relationship with an organisation that has engaged in fraudulent or seriously unlawful conduct, whose purposes are incompatible with the Association's charitable purposes or institutional values under clause 97A, that would expose the Association to material legal liability, or that the Appointer has directed the committee to avoid.

(9) The committee must monitor active external relationships. The relevant portfolio lead must report to the committee at least annually on the continued suitability of each. Where an external organisation's reputation, conduct, or legal standing materially deteriorates, the committee must notify the Appointer, consider suspending participation, and resolve by ordinary resolution to continue, suspend, or terminate the relationship. The committee may, with Presidential endorsement and Appointer approval, issue a public statement distancing the Association from an external organisation.

(10) All written agreements with external organisations must include, or must not preclude, a right for the Association to terminate by written notice on material reputational, legal, or ethical deterioration by the external organisation, without penalty.

(11) The Secretary must maintain a register of all active external relationships, recording for each the organisation's name, relationship type, term, financial commitments, approval dates, and responsible portfolio lead. The register must be tabled at each annual general meeting.

Part 15 — Records, Privacy, and Digital Governance

100 Records management

(1) The Association must maintain the following records:

- (a) membership register;
 - (b) committee meeting and general meeting minutes;
 - (c) all conflict of interest disclosures;
 - (d) all contracts and legally significant correspondence;
 - (e) financial records; and
 - (f) all Appointer directions and Executive Directives.
- (2) Records must be retained for at least **7 years** after their creation.
- (3) The Secretary is custodian of governance records. The Treasurer is custodian of financial records.
- (4) Records may be kept electronically, including through the Portal, provided a hard copy can be produced on request.
- (5) On ceasing to hold office, every committee member must return all Association records in their possession to the Secretary within **7 days**.

101 Privacy

- (1) All personal information must be handled in accordance with the Privacy Policy and applicable privacy law, including the *Privacy Act 1988* (Cth) and, where applicable, the General Data Protection Regulation (EU) 2016/679.
- (2) Member personal information must not be shared with the Appointer except as required for the Appointer's functions under this constitution or as required by law.
- (3) The Privacy Policy must be reviewed by the committee at least once every **2 years**.

102 Digital governance

- (1) The Portal is the primary digital governance platform of the Association. The Portal must meet the minimum standards set out in Schedule 6.
- (2) **Binding governance decisions may not be made through informal communication platforms**, including Messenger, Discord, Slack, and equivalent. These platforms may be used for discussion and communication only.

(3) All binding decisions made outside formal meetings must be made through circulating resolutions (email or Portal) in accordance with clauses 40 and 41.

(4) Portal voting records must be authenticated, archived, and available for inspection for at least **7 years**.

102A Platform monitoring and consent

(1) By accepting membership and accessing any Association digital platform, portal, communication channel, or online community — whether operated directly by the Association or through a third-party service designated by the committee — each member consents to:

(a) the Association monitoring, recording, and reviewing communications and activity on those platforms for the purpose of ensuring compliance with this constitution, the Code of Conduct, and applicable policies and bylaws;

(b) the Association using any communications or activity observed on those platforms as evidence in any removal, restriction, or disciplinary decision under clauses 8B or 13; and

(c) the Association disclosing monitored communications to the committee, the President, the Appointer, or legal advisers where the Association considers it relevant to a governance or legal matter.

(2) The consent in subclause (1) applies only to **Association-controlled platforms** — being platforms owned, operated, or administered directly by the Association, including the Portal, any Association-operated website, email system, messaging channel, forum, or digital community. It does not extend to third-party commercial platforms (such as Facebook, Instagram, Discord, or equivalent) on which the Association maintains a page or profile but does not control the platform itself. Members' communications on third-party platforms outside designated Association channels are not subject to this clause.

(3) The committee must maintain a written record of any active monitoring conducted under this clause and report the existence (but not necessarily the content) of any monitoring programme to the Appointer on request.

(4) This clause does not authorise monitoring of members' private communications on platforms not controlled by or affiliated with the Association.

(5) The Appointer may direct the committee to extend, limit, or vary the scope of monitoring under this clause at any time.

Part 16 — Dispute Resolution

103 Scope

This Part applies to:

- (a) disputes between 2 or more members in their capacity as members;
- (b) disputes between a member and the Association; and
- (c) disputes between a Society or Chapter and the Association.

104 Step 1 — Informal resolution

The parties must attempt in good faith to resolve any dispute informally within **14 days** of the dispute arising before commencing the formal process.

105 Step 2 — Mediation

- (1) If informal resolution fails, either party may refer the dispute to mediation by written notice to the Secretary.
- (2) The mediator is agreed between the parties. If no mediator is agreed within **14 days**, either party may request appointment of a mediator by the Resolution Institute of Australia.
- (3) The costs of mediation are shared equally between the parties unless otherwise agreed.
- (4) If the dispute is not resolved within **3 months** of referral to mediation, either party may proceed to Step 3.

106 Step 3 — Arbitration

- (1) If mediation fails, either party may refer the dispute to binding arbitration under the *Commercial Arbitration Act 2010* (NSW).
- (2) The arbitrator is agreed between the parties or, failing agreement, appointed by the Resolution Institute of Australia.
- (3) The arbitrator's decision is final and binding, except on questions of law that can be appealed to a court.

107 Mandatory pre-litigation cooling-off

- (1) No member, former member, Society, or Chapter may commence legal proceedings against the Association, any committee member, or the Appointer in relation to any matter arising from or connected with membership, Association activities, or this constitution, unless:

(a) the party has first given written notice to the Secretary setting out the nature of the dispute and the relief sought;

(b) at least **30 days** have elapsed since the notice was given; and

(c) the party has genuinely attempted to resolve the dispute through the internal process in Part 16 or through direct engagement with the Secretary or President during that period.

(2) Any legal proceedings commenced in breach of subclause (1) may be stayed by the Association on application to the relevant court or tribunal, pending compliance with this clause.

(3) Notwithstanding subclauses (1) and (2), a party may without prior notice seek **urgent injunctive relief** from a court of competent jurisdiction only where there is a genuine risk of immediate and irreparable harm that cannot be adequately addressed through the internal process. A party who seeks urgent injunctive relief without prior notice must simultaneously notify the Secretary in writing of the application and the grounds for urgency.

(4) The obligation in subclause (1) is a condition of membership and of participation in Association programmes, Societies, and Chapters. A member who breaches this clause may be removed under clause 8B(4) or 8B(5).

(5) **Carve-out — employment and statutory claims.** Nothing in this clause prevents any person from making a claim, application, or complaint to a court, tribunal, or commission under applicable employment law (including the *Fair Work Act 2009* (Cth)), work health and safety legislation, anti-discrimination legislation, or any other statute that confers a right to bring proceedings that cannot be excluded or deferred by contract. This clause does not apply to any person acting in their capacity as an employee or contractor of the Association.

107A Legal costs — unsuccessful proceedings

(1) Where any member, former member, Society, or Chapter commences legal proceedings against the Association, any committee member acting in their capacity as such, or the Appointer, and those proceedings are dismissed, withdrawn, or otherwise determined adversely to the claimant, the Association may apply to the relevant court or tribunal for a costs order in its favour in accordance with the applicable procedural rules.

(2) Nothing in this clause creates an automatic or contractual entitlement to costs, and the court's or tribunal's discretion as to costs is not affected or fettered by this clause.

(3) A member who commences proceedings that are determined to be vexatious, frivolous, or an abuse of process may be subject to disciplinary action under clause 13, in addition to any costs order made by the court.

107B Exclusion of liability to members

(1) To the maximum extent permitted by law, the Association and its committee members, officers, and agents exclude all liability to any member or former member for any loss, damage, or claim arising from or connected with:

- (a) any decision of the committee, the President, or the Appointer made in good faith in accordance with this constitution;
- (b) any removal or restriction of membership under clause 8B or clause 9A;
- (c) any suspension or expulsion under clause 13;
- (d) any exclusion from a Society, Chapter, programme, or platform under clause 95A or any bylaw made under clause 3A;
- (e) any variation of membership rights or access under clause 7(4); or
- (f) any act or omission of any Society, Chapter, subcommittee, or affiliated body.

(2) No committee member or officer of the Association is personally liable to any member or former member for any decision made honestly and in good faith in the exercise of their functions under this constitution, except where liability is imposed by statute and cannot be excluded.

(3) The Association accepts no liability for any loss suffered by a member in consequence of the member's removal, suspension, or exclusion from any programme, event, platform, or community of the Association.

(3A) Nothing in this clause excludes, restricts, or modifies any liability:

- (a) imposed by the *Associations Incorporation Act 2009* (NSW) or the *Associations Incorporation Regulation 2022* (NSW);
- (b) imposed by the *Privacy Act 1988* (Cth) or any applicable State or Territory privacy legislation, including liability arising from an interference with privacy;
- (c) arising from fraud, wilful misconduct, dishonesty, or gross negligence;
- (d) arising from breach of any duty imposed by statute that cannot be excluded or modified by agreement or by a provision of a constitution; or
- (e) for conduct constituting a criminal offence.

(4) **Statutory savings.** Nothing in this clause excludes, restricts, or modifies any right, remedy, guarantee, warranty, or liability that cannot lawfully be excluded or limited under the *Australian Consumer Law* (Schedule 2 to the *Competition and Consumer Act 2010* (Cth)), the *Australian Charities and Not-for-profits Commission Act 2012* (Cth), or any other applicable statute. To the extent that any provision of this clause is void or unenforceable under applicable law, it is severed to the minimum extent necessary and the remainder continues in force.

108 Complaints about officer conduct

- (1) Any person may make a written complaint to the Secretary about the conduct of a committee member.
- (2) The committee must:
 - (a) acknowledge the complaint within **7 days**;
 - (b) investigate the complaint fairly, giving the subject an opportunity to respond;
 - (c) determine the complaint within **60 days**; and
 - (d) notify both parties of the outcome.
- (3) Available sanctions include: formal reprimand, suspension, or recommendation for removal to the Appointer.
- (4) A complainant must not be victimised, disadvantaged, or treated unfairly as a result of making a complaint in good faith.

109 Disputes involving the Appointer

Disputes involving the Appointer and the Association must first be addressed through good faith negotiation between the committee and the Appointer. If not resolved within **60 days**, either party may refer the matter to mediation by an independent mediator agreed between the parties or appointed by the Resolution Institute.

Part 16A — Grievance Procedure

109A Purpose and scope

- (1) This Part establishes a grievance procedure separate from the formal disciplinary proceedings in Part 7A and the dispute resolution procedure in Part 16.

(2) This Part applies where a member wishes to raise a concern about the way they have been treated by the Association, a committee member, a Subcommittee Lead, or another member — including concerns about:

- (a) access to programmes, events, publications, or resources to which the member believes they are entitled;
- (b) the manner in which an administrative or procedural decision affecting the member was made;
- (c) treatment by another member or officer that the member considers unfair, disrespectful, or inconsistent with the Code of Conduct; or
- (d) any other matter affecting the member's experience of the Association that does not constitute a formal dispute under Part 16 or a disciplinary matter under Part 7A.

(3) A member who raises a grievance under this Part is not initiating a formal complaint against another person and will not be treated as having done so. This Part is for the member's benefit and does not automatically trigger any disciplinary process.

(4) This Part does not apply to:

- (a) a member's challenge to a removal, suspension, or restriction under clause 8B or 9A — which are subject to the terms of those clauses;
- (b) a matter already being dealt with under Part 7A or Part 16; or
- (c) a matter that the President determines is more appropriately dealt with under another Part of this constitution.

109B Grievance process

(1) **Step 1 — Informal resolution.** A member with a grievance must first attempt to resolve it informally by raising the concern with the Secretary or, if the concern relates to the Secretary, with the President. The Secretary or President must acknowledge the grievance within **7 days** and attempt to resolve it through discussion, clarification, or administrative remedy within **21 days** of acknowledgment.

(2) **Step 2 — Presidential determination.** If the grievance is not resolved at Step 1, the member may submit a written grievance to the President within **14 days** of the Step 1 outcome. The written grievance must set out the nature of the concern, the outcome sought, and the steps already taken to resolve it informally. The President must:

- (a) acknowledge receipt within **7 days**;
- (b) consider the grievance fairly, and invite any response from any person named in the grievance; and

(c) provide a written determination within **30 days** of receipt, which may include a direction to a committee member or officer, an administrative remedy, or a finding that no action is required.

(3) **Step 3 — Mediation.** If the member remains dissatisfied after Step 2, and the grievance involves a matter capable of resolution by mediation, the member may request mediation by an independent mediator under clause 105. The Association will participate in good faith in any such mediation.

(4) A grievance may be closed at any stage if the member withdraws it, the matter is resolved to the member's satisfaction, or the President determines the grievance is vexatious, frivolous, or made in bad faith.

109C No victimisation

A member who raises a grievance in good faith under this Part must not be victimised, disadvantaged, or treated unfairly by the Association, the committee, or any other member as a result of doing so. The prohibition on retaliatory removal in clause 8B(10) applies to grievances under this Part.

Part 17 — Succession and Contingency

110 Acting in office — general

Where any committee member is temporarily absent, incapacitated, or otherwise unable to exercise their functions, the following substitution applies:

- (a) **President** — Secretary;
- (b) **Secretary** — a committee member nominated by the committee;
- (c) **Treasurer** — a committee member nominated by the committee;
- (d) **Any other committee member** — a committee member nominated by the President by written direction to the Secretary.

111 President incapacitated — emergency provisions

- (1) If the President is incapacitated, the Secretary and Treasurer act jointly on matters that cannot wait for a committee meeting, pending the Secretary formally acting as President under clause 57.
- (2) The Secretary automatically acts as President under clause 57(1) pending action by the Appointer. The committee must notify the Appointer of the incapacity immediately and convene within **14 days** to brief the Appointer and support an orderly transition. The committee does not have the power to appoint an acting President — that power rests exclusively with the Appointer under clause 21.

(3) If the President is incapacitated and the Secretary is simultaneously absent, unavailable, or also incapacitated, the following succession applies automatically and without committee resolution:

(a) the Treasurer acts as President on an interim basis; or

(b) if the Treasurer is also incapacitated or unavailable, the most senior ordinary committee member by date of appointment acts as President on an interim basis.

(4) Any person acting as President under subclause (3) holds all Presidential powers under Part 8 on an interim basis only. They must notify the Appointer within **12 hours** of assuming the role, with details of the incapacities that triggered the succession. The Appointer may at any time designate a different person as acting President or appoint a permanent replacement under clause 60(1)(a).

(5) All incapacities affecting the President, Secretary, or Treasurer must be communicated to the Appointer within **24 hours** of the committee becoming aware of them. The Appointer may at any time designate alternative acting officers, remove and replace any incapacitated office-bearer, or take any other action under clause 60(1) to ensure continuity of governance.

112 Secretary (public officer) vacancy

If the office of Secretary is vacant, the committee must:

(a) immediately designate a committee member to perform the Secretary's functions; and

(b) notify NSW Fair Trading of the change in public officer within **28 days**.

113 Treasurer vacancy — financial controls

If the Treasurer's office is vacant, all financial transactions require approval of two committee members nominated by the committee, pending appointment of a new Treasurer.

114 Entire committee vacancy

If the entire committee simultaneously vacates office, the Appointer must immediately reconstitute the committee under clause 60(1)(m) and notify the Association's bank, NSW Fair Trading, and the ACNC.

114A Loss of quorum — emergency reconstitution

(1) If, at any time, the number of committee members remaining in office is insufficient to form a quorum as required by clause 36, or if the committee has been unable to achieve a quorum at two or more consecutive duly convened meetings, the following steps apply:

- (a) the Secretary (or, if the Secretary is also unavailable, the most senior available committee member) must immediately notify the Appointer in writing with details of the situation;
 - (b) the Appointer may immediately reconstitute the committee, in whole or in part, under clause 60(1)(m), without requiring the consent, vote, or participation of any existing committee member; and
 - (c) any committee member who remains in office continues to hold office and may act on any matter that cannot wait for reconstitution, to the extent permitted by applicable law, until the Appointer has acted.
- (2) Pending Appointer reconstitution, any remaining committee member(s) may take actions strictly necessary to preserve the Association's assets, meet statutory obligations, and maintain continuity of essential operations, but must not make any governance decision that requires a quorum.
- (3) The Appointer's power to reconstitute the committee under this clause is in addition to the power under clause 60(1)(m) and clause 114, and may be exercised without any prior notice to or approval from the committee.

115 Handover obligations

Every committee member on ceasing to hold office must, within **7 days**:

- (a) return all records, documents, equipment, access credentials, and property of the Association;
 - (b) revoke or transfer all access to the Association's accounts, systems, and platforms; and
 - (c) provide a written handover note to the Secretary summarising outstanding matters.
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Part 18 — Constitutional Amendments

116 Amendment procedure

- (1) This constitution may be amended only by:
- (a) a **special resolution** of the Association (75% majority, **21 days'** notice with full text); and
 - (b) the **prior written approval of the Appointer** under clause 60(1)(d).
- (2) An amendment without Appointer approval is void and of no effect.
- (3) Proposed amendments must be circulated to all recognised Society and Chapter leaders for written comment at least **14 days** before the general meeting at which they are to be considered.

117 Entrenched provisions

The following provisions may not be amended in any way that would compromise the Association's status as an ACNC-registered charity or its compliance with the Act, and any amendment to them additionally requires ACNC notification (and where required, ACNC consent) before taking effect:

- (a) clause 4 (charitable purposes);
- (b) clause 5 (not-for-profit clause); and
- (c) clause 128 (distribution of property on winding up).

118 Lodgement

An amended constitution must be lodged with NSW Fair Trading within **28 days** of adoption and notified to the ACNC in the next Annual Information Statement.

Part 19 — Administration

119 Service of notices

(1) A notice may be given to or served on a person:

- (a) by personal delivery;
- (b) by pre-paid post;
- (c) by email to the person's nominated email address; or
- (d) by Portal notification.

(2) A notice is taken to have been given:

- (a) for personal delivery — on receipt;
- (b) for pre-paid post — on the date of ordinary delivery;
- (c) for email — on the date sent (or the next business day if sent after 5pm); and
- (d) for Portal notification — on the date posted.

(3) Informal platforms (Messenger, Discord, etc.) do not constitute valid service of notices for the purposes of this constitution.

119A Governance policy framework

(1) The committee must adopt, maintain, and keep under review the policies listed in Schedule 8 (the **required policies**). Each required policy must:

- (a) be approved by committee ordinary resolution before coming into force;
- (b) be consistent with this constitution and any applicable Appointer direction — in the event of conflict, this constitution prevails;
- (c) be made available to all members through the Portal or equivalent means promptly following adoption; and
- (d) be reviewed at the intervals specified in Schedule 8 or at any earlier time the committee considers appropriate.

(2) The Appointer's written approval is required before the committee adopts or materially amends the Code of Conduct, Conflict of Interest Policy, Remuneration Policy, or Whistleblower Policy, and any other policy the Appointer notifies the committee in writing must be subject to its approval.

(3) Each required policy forms part of the governance framework of the Association. Compliance with required policies is an obligation of membership under clause 8A(1)(c) and a duty of committee members under clause 43. A breach of a required policy may constitute grounds for disciplinary action under Part 7A.

(4) The committee may adopt additional policies not listed in Schedule 8 as it considers necessary for the governance of the Association. Any such additional policy is subject to subclauses (1)(a)–(d) and must be recorded in the policy register maintained by the Secretary under subclause (5).

(5) The Secretary must maintain a register of all current policies of the Association, including for each: the policy name, the date of adoption, the date of most recent review, and the committee resolution by which it was adopted. The policy register must be tabled at each annual general meeting.

120 Inspection of records

(1) The following documents must be available for inspection by members free of charge at a reasonable time:

- (a) this constitution;
- (b) committee and general meeting minutes; and
- (c) financial statements for the most recent 3 financial years.

- (2) A member may inspect in hard copy or electronic form through the Portal.
- (3) A member may obtain a hard copy on payment of a fee not exceeding \$1 per page.
- (4) The committee may refuse inspection of documents relating to confidential, personal, commercial, employment, or legal matters, or where inspection would be prejudicial to the Association's interests.
- (5) A member may inspect the register of members, but only to the extent of confirming whether a specific named individual is currently a member of the Association. A member may not obtain a copy of, extract from, or systematically inspect the full register of members or any part of it, except:
 - (a) a committee member in the exercise of their official duties; or
 - (b) a person authorised in writing by the committee for a specific purpose consistent with the Association's Privacy Policy.
- (6) Any right of inspection under this clause is subject to the Privacy Policy and to the *Privacy Act 1988* (Cth). The committee may redact personal contact details (including addresses, phone numbers, and email addresses) from any document made available for inspection, where disclosure of those details would breach applicable privacy law or the Privacy Policy.

121 Custody of records

- (1) All records must be kept in New South Wales at the Association's premises or official address, in the custody of the Secretary (governance records) or the Treasurer (financial records).
- (2) Records may be maintained electronically provided a hard copy can be produced on request.

122 Financial year

The Association's financial year commences on 1 July and ends on 30 June each year, except that the first financial year commences on the date of incorporation and ends on 30 June following.

123 Funds

All funds of the Association must be deposited into the Association's authorised deposit-taking institution account and applied solely in accordance with this constitution.

124 Insurance

The Association may take out and maintain such insurance as is appropriate for its assets, liabilities, and officers.

125 Non-profit status and related-party transactions

These matters are governed by Part 2 (clauses 4–6), Part 7 (clauses 43–50), and clause 47 (related party transactions) of this constitution.

125A Public officer

- (1) The committee must appoint a public officer of the Association for the purposes of the Act by ordinary resolution. The Secretary holds this office by default unless the committee appoints another person.
- (2) The public officer must be a natural person who is ordinarily resident in Australia and is aged at least 18 years, in accordance with section 26 of the Act. The public officer need not be a committee member, but the Secretary holds the office by default under subclause (1) unless the committee appoints another person. The public officer must not be a disqualified person under the ACNC Act.
- (3) The public officer holds office until a successor is appointed. Where the public officer ceases to hold office and no successor has been appointed, the Secretary performs the functions of the public officer until a successor is appointed.
- (4) The name and address of the public officer must be notified to NSW Fair Trading within **28 days** of any change, in accordance with section 67 of the Act. The Secretary must maintain a current record of the public officer's name and residential or business address and must ensure that address is kept up to date in the Association's records lodged with NSW Fair Trading.

125B Execution of documents

- (1) The Association may execute a document if the document is signed by:
 - (a) the President and the Secretary jointly; or
 - (b) any two committee members authorised by committee resolution to execute that document or class of documents.
- (2) The Association may execute a document as a deed if the document is signed in accordance with subclause (1) and expressed to be executed as a deed.
- (3) A person dealing with the Association in good faith may assume that a document executed in accordance with this clause has been properly authorised.
- (4) For routine operational matters within an approved budget and below the Tier 2 threshold in clause 73, the Treasurer or any committee member authorised by the committee may execute documents alone.

125C Severability

If any provision of this constitution is found to be invalid, void, or unenforceable for any reason, that provision is severed from this constitution to the minimum extent necessary. All remaining provisions continue in full force and effect.

Part 19A — Transitional Provisions

125D Commencement

- (1) This constitution comes into force on the date it is adopted by special resolution of the Association and approved by the Appointer under clause 60(1)(d).
- (2) On commencement, this constitution replaces all prior versions of the Association's constitution and any informal governance arrangements.

125E Continuity of prior appointments

- (1) All committee member appointments made by the Appointer prior to the commencement of this constitution are taken to have been made under this constitution and remain valid from the date of commencement.
- (2) The initial committee set out in Schedule 2 is confirmed as duly appointed under this constitution.

125F Continuity of prior decisions

- (1) All resolutions, decisions, and actions of the committee validly made or taken prior to the commencement of this constitution remain valid and effective to the extent they are not inconsistent with this constitution.
- (2) Any inconsistency between a prior decision and this constitution is resolved in favour of this constitution from the date of commencement.

125G Pending matters

Any disciplinary, dispute resolution, or governance matter commenced under a prior constitution that is not finalised at the date of commencement must be completed in accordance with this constitution, to the extent practicable.

Part 19B — Merger and Amalgamation

125H Merger and amalgamation

(1) The Association may merge or amalgamate with another incorporated association under Part 7A of the *Associations Incorporation Act 2009* (NSW), subject to the conditions in this clause.

(2) **Appointer approval required.** No merger or amalgamation may proceed without the prior written approval of the Appointer. The committee must submit to the Appointer a written proposal setting out:

- (a) the identity and charitable purposes of the other association;
- (b) the proposed terms of the merger or amalgamation, including the disposition of assets, liabilities, and membership;
- (c) the proposed governance structure of the merged or amalgamated body;
- (d) the effect on the Association's charitable purposes and ACNC registration; and
- (e) the proposed timeline.

(3) **Committee resolution.** A merger or amalgamation requires approval by special resolution at a general meeting, in accordance with clause 70.

(4) **ACNC notification.** Before any merger or amalgamation takes effect, the Secretary must notify the ACNC Commissioner of the proposed transaction and confirm that the merged or amalgamated body will be or remain a registered charity with purposes consistent with those of the Association.

(5) **Preservation of charitable purposes.** No merger or amalgamation may result in the Association's charitable purposes being extinguished, substantially altered, or transferred to a body that is not an ACNC-registered charity. Any merger or amalgamation must be structured so that the Association's assets continue to be applied for the same or substantially similar charitable purposes.

(6) **Name and brand.** The merged or amalgamated body may only continue to use the Association's name, trading name, or brand with the prior written consent of the Appointer.

(7) **No obligation.** This clause does not obligate the Association to merge or amalgamate with any body, and neither the committee nor any member may compel the Association to initiate or proceed with any merger or amalgamation.

Part 20 — Winding Up

126 Voluntary winding up

- (1) The Association may be voluntarily wound up by special resolution of the Association, subject to the Appointer's approval.
- (2) The resolution must specify the proposed liquidator.

127 Notification obligations on winding up

On winding up, the Secretary must promptly notify:

- (a) NSW Fair Trading;
- (b) the ACNC Commissioner; and
- (c) the Australian Taxation Office.

128 Distribution of property on winding up

- (1) Subject to the Act and the Regulation, surplus property on winding up must be transferred to another organisation that:
 - (a) has charitable purposes similar to the Association's;
 - (b) is not carried on for the profit or gain of its members; and
 - (c) is an ACNC-registered charity or not-for-profit body that prohibits distributions to members to a similar extent.
- (2) The recipient organisation(s) are nominated by the Appointer after consultation with the committee. If the Appointer no longer exists, the committee nominates the recipient subject to ACNC approval.
- (3) **Surplus property** has the same meaning as in the Act, section 65.
- (4) **Intellectual property on winding up.**
 - (a) **Appointer-owned IP.** Any intellectual property that is owned by the Appointer and was licensed to the Association (including under the Brand and IP Licence Agreement or any successor arrangement) is not surplus property of the Association. Upon winding up, any such licence terminates in accordance with its terms and the IP reverts to the Appointer as licensor. The Association has no claim to such IP.

(b) **Association-owned IP.** Any intellectual property that was created by or for the Association, vested in the Association (including through assignments under clause 8E), or otherwise belongs to the Association as a charitable asset, forms part of the surplus property of the Association and must be transferred to the recipient charitable organisation nominated under subclause (2). It may not be transferred to the Appointer or any private entity, except on arm's-length terms at fair market value and only to the extent permitted by the ACNC Act and the Act.

(c) **Disputed ownership.** Where there is doubt as to whether any IP is Appointer-owned or Association-owned at the time of winding up, the committee and the Appointer must attempt to resolve the question by written agreement. If not resolved within **30 days**, the Secretary must seek a determination from the ACNC Commissioner and comply with it.

(5) **Deductible Gift Recipient status.** If the Association holds deductible gift recipient (DGR) endorsement under the *Income Tax Assessment Act 1997* (Cth) at the time of winding up, surplus property must be transferred to a body that is also endorsed as a DGR, or as otherwise required by the Australian Taxation Office. The Secretary must confirm the DGR status of any proposed recipient organisation before the transfer is made.

129 Whistleblower protection

(1) The Association is committed to protecting persons who report serious concerns about misconduct, legal breaches, or governance failures in good faith.

(2) A person who makes a good faith report must not be victimised, disadvantaged, or treated unfairly as a result. The absolute prohibition on retaliatory removal in clause 8B(10) applies to all good faith reports under this clause.

(3) Serious concerns should be reported to:

(a) an independent committee member (not the subject of the concern); or

(b) where appropriate, the ACNC Commissioner or NSW Fair Trading.

(4) The committee must maintain at least one confidential reporting mechanism for this purpose. The mechanism must:

(a) be accessible to all committee members, Subcommittee Leads, members, volunteers, and any other person associated with the Association;

(b) permit reports to be made anonymously at the election of the reporting person;

(c) be managed by a person who is independent of the subject of any report received — where the subject is a committee member, reports must be routed to a committee member who is not the subject, or where no independent committee member is available, to the Appointer; and

(d) be described in the Whistleblower Policy with sufficient particularity that any person can locate and use it without assistance.

(5) **Whistleblower Policy.** The committee must adopt and maintain a standalone **Whistleblower Policy** consistent with this clause and with the ACNC Governance Standards. The Whistleblower Policy must set out at minimum:

(a) who may make a protected disclosure and the manner in which disclosures may be made, including anonymously;

(b) the persons to whom disclosures may be made within the Association;

(c) the protections afforded to persons who make a disclosure in good faith, including protections against dismissal, removal, demotion, harassment, and any other form of detriment;

(d) the process by which disclosures are investigated and resolved; and

(e) how the confidentiality of the disclosing person's identity will be maintained.

(6) The Whistleblower Policy must be reviewed by the committee at least once every **two years** and must be made available to all committee members and members upon request.

(7) To the extent of any inconsistency, this clause and clause 8B(10) prevail over the Whistleblower Policy.

Schedule 1 — Committee Positions

Office-Bearers

Position	Notes
President	Principal officer; executive authority under Part 8
Secretary	Second-ranking officer; acts as President when the President is absent; coordinates committee operations; administrative, records, and compliance officer

Position	Notes
Treasurer	Financial officer; responsible for financial reporting

Ordinary Committee Members

Ordinary committee members are appointed by the Appointer in such number as the Appointer determines. The committee collectively manages the following portfolio areas through standing subcommittees (Part 12), with portfolio leads designated by committee resolution under clause 29(3):

Portfolio Area	Standing Subcommittee
Publications	Publications Subcommittee
Programs & Events	Programs & Events Subcommittee
Membership	Membership & Community Subcommittee
International Affairs	International Affairs Subcommittee

The Appointer may create additional positions by written notice to the Secretary under clause 20(3). The Appointer holds exclusive appointment power over all positions and may change any committee member's role, title, or assigned responsibilities under clause 21.

Schedule 2 — Initial Committee (Appointed by Ninth Heaven Group Pty Ltd)

Position	Name	Date of Appointment	Appointer
President	Chukwudiebube E. Ajaero	11 October 2025	Ninth Heaven Group Pty Ltd
Secretary	Chidinma Nwanoka	11 October 2025	Ninth Heaven Group Pty Ltd
Treasurer	Masashige Akioka	11 October 2025	Ninth Heaven Group Pty Ltd
Publications Portfolio Lead (<i>committee member with Publications</i>)	Stefan Immaraj	11 October 2025	Ninth Heaven Group Pty Ltd

Position	Name	Date of Appointment	Appointer
<i>portfolio, appointed under clause 22)</i>			
Committee Member	Oliver Anderson	11 October 2025	Ninth Heaven Group Pty Ltd
Committee Member	Muxin Leo Xu	11 October 2025	Ninth Heaven Group Pty Ltd
Committee Member	Kok Yan Tang	11 October 2025	Ninth Heaven Group Pty Ltd
Committee Member	Samuel Clement	11 October 2025	Ninth Heaven Group Pty Ltd
Committee Member	Jaime Palacio	26 October 2025	Ninth Heaven Group Pty Ltd
Committee Member	Charmy Jongprasit	25 March 2026	Ninth Heaven Group Pty Ltd

The Appointer may vary this Schedule by written notice to the Secretary at any time without amending this constitution.

Schedule 3 — Officer Authority Matrix

This Schedule sets out the decision-making authority levels for each position. It must be reviewed and confirmed by the committee and Appointer at least annually. In the event of conflict between this Schedule and the body of the constitution, the constitution prevails.

Tier A — President may decide alone

Matter	Notes
Routine operational decisions within an approved budget and below Tier 2 threshold	Must be within Strategic Plan
External representation and communications (routine matters within Strategic Plan)	Subject to clause 43(k)

Matter	Notes
Issuing Executive Directives	Subject to clause 53
Exercising Presidential veto	Subject to clause 54
Appointment of Subcommittee Leads	Subject to committee ratification at next meeting
Removal of Subcommittee Leads	Takes effect immediately; recorded in minutes
Imposing interim disciplinary measures (suspension, restriction of duties)	Subject to clause 58A(2)
Initiating and directing disciplinary processes	Subject to Part 7A
Urgent executive action	Subject to clause 58; must be ratified at next committee meeting
Calling a special general meeting	By Executive Directive under clause 65
Adjourning a committee or general meeting	With consent of majority present

Tier B — Committee resolution required

Matter	Notes
Expenditure Tier 2 (\$500–\$4,999)	Treasurer pre-approval sufficient
Expenditure Tier 3 (\$5,000–\$24,999)	Full committee vote per clause 73
All unbudgeted expenditure	Regardless of amount
Appointment to fill a casual vacancy	Subject to Appointer approval
Establishing or dissolving any subcommittee	By ordinary resolution
Appointing or removing subcommittee members	By ordinary resolution
Delegating functions to a subcommittee	In writing; revocable at any time
Designating portfolio leads	By ordinary resolution
Grant applications above \$10,000	Per clause 77
Accepting named gifts, prizes, or endowments	Per clause 77
Recognising a new Society or Chapter	Subject to Appointer approval

Matter	Notes
Suspending or revoking Society/Chapter recognition	Subject to Appointer approval where material
Commencing or settling legal proceedings	Subject to Appointer approval
Any external representation outside the Strategic Plan	
Final disciplinary outcomes	Per clause 50C
Annual budget	Subject to Appointer approval before operative

Tier C — Appointer approval required (in addition to any committee resolution)

Matter	Notes
Expenditure Tier 4 (\$25,000+) — major financial decision	Per clause 73 and clause 60(1)(g)
Annual budget	Per clause 60(1)(f)
Constitutional amendments	Special resolution + Appointer written approval
Recognition of new Society or Chapter	Per clause 60(1)(n)
Commencement or settlement of legal proceedings	Per clause 60(1)(l)
Major partnerships, sponsorships, or institutional agreements	Per clause 61(3)(d)
Voluntary winding up	Per clause 126
Directing a general meeting at which a special resolution is to be proposed	Appointer power per clause 60(1)(i)
Removal of a committee member from the committee	Appointer exclusive power per clause 21
Any activity that could materially affect the reputation or brand of Ninth Heaven	Per clause 61(3)(d)

Schedule 4 — Standing Subcommittee Terms of Reference

These terms of reference must be reviewed by the committee at least once every two years under clause 79(3). Any term of reference may be varied by committee resolution. In the event of conflict with the constitution, the constitution prevails.

S4.1 Publications Subcommittee

Purpose: To support the committee in overseeing the Association's editorial, publication, and literary journal functions, including *Ninth Heaven Literary Journal* and all related publications.

Subcommittee Lead: Publications Subcommittee Lead, appointed under clause 55.

Membership: The Subcommittee Lead and such other persons as the committee appoints. May include editors, reviewers, and contributors who are not committee members.

Quorum: 2 members.

Reporting: Reports to the full committee at each committee meeting through the Subcommittee Lead.

Scope of delegated authority:

- Manage the editorial and submission process for *Ninth Heaven Literary Journal* within approved guidelines
- Communicate with contributors and authors on editorial matters
- Apply the Publication Ethics Policy in accordance with committee directions
- Make routine editorial decisions (acceptance, rejection, revision requests) within approved guidelines

Reserved for committee decision: Publication of any edition; any departure from the Publication Ethics Policy; any agreement with contributors involving payment or IP assignment; any public announcement regarding publications.

S4.2 Programs & Events Subcommittee

Purpose: To support the committee in planning, delivering, and reviewing public programmes, events, workshops, exhibitions, and literary activities of the Association.

Subcommittee Lead: Programs & Events Subcommittee Lead, appointed under clause 55.

Membership: The Subcommittee Lead and such other persons as the committee appoints.

Quorum: 2 members.

Reporting: Reports to the full committee at each committee meeting through the Subcommittee Lead.

Scope of delegated authority:

- Develop event concepts and programme proposals for committee approval
- Coordinate logistics, venues, and speakers within an approved event budget
- Manage event communications and registrations in accordance with brand guidelines
- Implement working with children and event safety requirements as directed by the committee

Reserved for committee decision: Approval of any new event or programme; any event expenditure above Tier 1 threshold; any partnership or external speaker arrangement involving payment; any public announcement of events.

S4.3 Finance & Audit Subcommittee

Purpose: To support the Treasurer and the committee in financial oversight, budgeting, audit liaison, and financial reporting.

Subcommittee Lead: Finance & Audit Subcommittee Lead, appointed under clause 55. The Treasurer ordinarily serves in this role.

Membership: The Subcommittee Lead, the Treasurer (if not the Subcommittee Lead), and such other persons as the committee appoints.

Quorum: 2 members, one of whom must be the Treasurer.

Reporting: Reports to the full committee at each committee meeting through the Subcommittee Lead.

Scope of delegated authority:

- Monitor expenditure against the approved budget and flag variations to the committee
- Liaise with the auditor or reviewer in preparation for the annual audit or review
- Review financial reports before presentation to the committee
- Recommend financial policies and controls to the committee

Reserved for committee decision: All expenditure approvals (per clause 73 and Schedule 5); budget variations; appointment of auditor; financial reporting to ACNC.

S4.4 Membership & Community Subcommittee

Purpose: To support the committee in member recruitment, onboarding, engagement, retention, and coordination of Society and Chapter membership.

Subcommittee Lead: Membership & Community Subcommittee Lead, appointed under clause 55.

Membership: The Subcommittee Lead and such other persons as the committee appoints.

Quorum: 2 members.

Reporting: Reports to the full committee at each committee meeting through the Subcommittee Lead.

Scope of delegated authority:

- Manage the member onboarding and communications process within approved guidelines
- Maintain and update the register of members in accordance with clause 17
- Coordinate with Society and Chapter leaders on membership matters
- Conduct member engagement activities within an approved budget

Reserved for committee decision: Approval or rejection of membership applications; disciplinary action against members; variation of membership classes or fees; any access to or use of member personal information beyond routine administration.

S4.5 International Affairs Subcommittee

Purpose: To support the committee in managing international programmes, partnerships, NHLAA Global expansion, and relations with international Societies and Chapters.

Subcommittee Lead: International Affairs Subcommittee Lead, appointed under clause 55.

Membership: The Subcommittee Lead and such other persons as the committee appoints. May include Chapter liaisons and international representatives.

Quorum: 2 members.

Reporting: Reports to the full committee at each committee meeting through the Subcommittee Lead.

Scope of delegated authority:

- Maintain communications with international Societies and Chapters
- Monitor annual compliance certifications from international Chapters under clause 96
- Prepare reports on international developments for committee consideration
- Liaise with proposed new Societies and Chapters at the initial enquiry stage

Reserved for committee decision: Recognition or derecognition of any Society or Chapter (subject also to Appointer approval); any international partnership or institutional agreement; any cross-jurisdictional compliance matter of substance; NHLAA Global expansion strategy.

Schedule 5 — Financial Delegations

This Schedule supplements clause 73. It must be reviewed and confirmed by the committee and Appointer annually. Any variation to the thresholds below requires committee resolution and Appointer approval. All approvals must be documented and traceable per clause 78(5).

Expenditure authorisation tiers

Tier	Amount	Who may approve	Conditions
Tier 1	Up to \$499	Any committee member formally designated as portfolio lead for the relevant area under clause 29(3)	Must be within an approved budget line item
Tier 2	\$500 – \$4,999	Treasurer (pre-approval)	Must be within an approved budget; Treasurer must record approval in writing
Tier 3	\$5,000 – \$24,999	Full committee vote (ordinary resolution)	All committee members notified at least 48 hours before vote; recorded in minutes
Tier 4	\$25,000 and above	Full committee vote (ordinary resolution)	Major financial decision; void without Appointer approval

Tier	Amount	Who may approve	Conditions
		plus prior written Appointer approval	
Unbudgeted	Any amount	Full committee vote (ordinary resolution)	Regardless of amount; must be reported to Appointer if above Tier 2

Additional controls

Matter	Requirement
Petty cash or imprest funds	Committee must set a maximum float; Treasurer must reconcile at least monthly
Reimbursement of expenses	Supported by receipts; approved by Treasurer for amounts below Tier 2; committee vote for Tier 2 and above
Advance payments	Treated as expenditure at the Tier applicable to the full amount committed
Multi-year commitments	Total commitment over the life of the contract determines the applicable Tier
Grant expenditure	Must be applied for the stated grant purpose; any variation requires committee approval

Signatory requirements

Transaction type	Signatories required
Payments below Tier 2	Treasurer alone, or any committee member authorised by the committee
Payments Tier 2 and above	Treasurer plus one other committee member, or two committee members authorised by committee resolution
Opening or closing bank accounts	Committee resolution required; at least two committee members must be authorised signatories at all times

Schedule 6 — Digital Governance Protocols

Approved digital governance mechanisms

Mechanism	Binding decisions?	Notes
Portal voting	Yes	Must meet minimum standards below
Email circulating resolution	Yes	All committee members must be circulated
Video/phone meeting	Yes	All participants must be able to hear each other
Messenger / Discord / equivalent	No	Discussion and communication only

Minimum Portal standards

The Portal must:

- (a) be accessible to all committee members at all times;
- (b) maintain a complete, authenticated, timestamped record of all votes cast;
- (c) allow votes to be held open for the required minimum period;
- (d) prevent a member from voting more than once on the same resolution;
- (e) produce a verifiable result that can be exported and archived; and
- (f) maintain records for at least **7 years**.

Portal availability failure

If the Portal is unavailable for any governance purpose, the committee must use email circulating resolutions until the Portal is restored. The Secretary must record the unavailability and the alternative method used.

Schedule 7 — Society and Chapter Agreement Terms

S7.1 Types of agreement

The Association may enter into one or more of the following agreements with a recognised Society or Chapter:

Agreement type	Purpose
Society/Chapter Agreement (minimum terms)	Core affiliation agreement establishing the terms of recognition. Required for all recognised bodies.
Society Framework Agreement	Extended governance and operational framework for more established or complex Societies, setting out detailed operational standards, reporting, and relationship management arrangements.
Society Sublicence Agreement	Grants the Society or Chapter a limited, non-exclusive, revocable sublicence to use specified Ninth Heaven intellectual property (name, marks, brand elements) strictly within the scope of the recognition and subject to the Brand and Style Guide.

The committee may determine which agreements are required for a given Society or Chapter. The Appointer's approval is required for any agreement that grants brand usage rights.

S7.2 Minimum terms — Society/Chapter Agreement

Every Society/Chapter Agreement must include the following minimum terms:

(a) Recognition and status The body is recognised as a [Society/Chapter] of the Association for a fixed term. Recognition does not confer any ownership interest in the Ninth Heaven name, brand, marks, goodwill, or intellectual property. The body is not a legal entity of the Association and cannot bind the Association legally or financially.

(b) Governance obligations The body must comply with this constitution, the Association's Code of Conduct, Brand and Style Guide, Publication Ethics Policy, and any other applicable standards determined by the committee from time to time. The body must maintain a functioning local leadership structure meeting the minimum requirements of clause 89.

(c) Reporting The body must report to the Association at intervals determined by the committee, including leadership details, participant numbers, event and activity summaries, and (where applicable) financial information. The body must provide an annual compliance certification on request.

(d) Brand and communications The body may use the Ninth Heaven name and brand only within the scope authorised by the Association and in compliance with the Brand and Style Guide. The body must not release any publication, event, or public communication in the name of the Association without prior committee approval. All use of the brand is subject to the Association's direction under clause 94.

(e) Cultural and quality standards All activities carried out under the Ninth Heaven name must reflect the cultural, intellectual, and aesthetic standards of the Association under clause 6A.

(f) Financial independence The body must not incur liabilities in the name of the Association, open bank accounts in the Ninth Heaven name, or engage in substantial fundraising without prior written committee approval.

(g) Reaffiliation Recognition is granted for a fixed term. The body must apply for reaffiliation before the term expires. Failure to reaffiliate results in automatic cessation of recognition under clause 88.

(h) Intervention and termination The Association may intervene, suspend, or revoke recognition in accordance with clause 95. On derecognition, the body must immediately cease using the Ninth Heaven name and return all Association-controlled assets, records, and access credentials.

(i) Governing law The agreement is governed by the laws of New South Wales, Australia.

S7.3 Minimum terms — Society Sublicence Agreement

Where the committee grants a Society or Chapter a sublicence to use Ninth Heaven intellectual property, the Society Sublicence Agreement must include the following minimum terms:

(a) Grant of sublicence The Association grants the body a limited, non-exclusive, non-transferable, revocable sublicence to use only the specific Ninth Heaven name, marks, and brand elements expressly listed in the agreement, solely for the purposes and within the geographic scope of the body's recognition.

(b) Conditions of use All use of licensed intellectual property must comply with the Brand and Style Guide as published by the Association from time to time. The body may not alter, adapt, combine, or create derivative works from the licensed material without prior written committee approval.

(c) No sub-sublicensing The body must not sublicense, assign, or transfer any right granted under the agreement to any third party.

(d) Quality control The Association retains the right to inspect and direct the manner of use of the licensed intellectual property. The body must promptly comply with any direction from the committee regarding use of the licensed material.

(e) Ownership All intellectual property in the licensed material remains the property of the Appointer (Ninth Heaven Group Pty Ltd) or the Association, as applicable. Nothing in the agreement transfers any ownership interest to the body.

(f) Revocation The sublicense may be revoked at any time by written notice from the committee. On revocation or expiry of recognition, the body must immediately cease all use of the licensed material and remove it from all platforms, materials, and communications within **7 days**.

(g) Breach Unauthorised or non-compliant use of the licensed intellectual property entitles the Association to revoke the sublicense immediately without notice and to take such steps as the committee considers appropriate to protect the Association's intellectual property.

S7.4 Additional terms for International Societies and International Chapters

Every Society Agreement or Chapter Agreement for an International Society or International Chapter (as designated under clause 87A) must, in addition to the minimum terms in S7.2, include:

(a) Local law compliance The body must at all times comply with all applicable laws of its jurisdiction, including laws relating to the formation, operation, and reporting of voluntary associations or not-for-profit bodies. The body must promptly notify the Association of any material change in local law that affects its ability to operate in accordance with NHLAA governance standards.

(b) Compliance Lead The body must at all times maintain a designated Compliance Lead responsible for local law compliance and the annual compliance certification under clause 96(1). The identity and contact details of the Compliance Lead must be notified to the Association at the time of recognition and promptly on any change.

(c) Annual compliance certification The body must provide the Association with an annual written certification, signed by the Compliance Lead, confirming that the body is in compliance with all applicable local laws and has not become aware of any legal obligation inconsistent with NHLAA governance standards. The certification must be provided within **60 days** after the end of each financial year of the Association.

(d) Conflict-of-law notification The body must promptly notify the Association of any conflict between its local legal obligations and this constitution or Association policies, in accordance with clause 96B (if unincorporated) or clause 96A(4) (if locally incorporated).

(e) Data protection The body must: (i) comply with all applicable local privacy and data protection law in all dealings with its members' personal information; (ii) obtain any necessary consent from its members before sharing their personal information with the Association; and (iii) notify the Association within **72 hours** of any privacy breach affecting members whose data has been or may be shared with the Association.

(f) Currency and banking Where the body holds or handles local funds, it must maintain the banking and accounting arrangements approved by the Association and report to the Association in AUD in accordance with clause 99D. Any change to the body's banking arrangements must be notified to the Association's Treasurer within **14 days**.

(g) Global Access administration Where the committee has granted Global Access status to the body's members under clause 96C, the body must: (i) communicate the terms and conditions of Global Access to its members before access is provided; (ii) maintain accurate records of its current membership for reporting under clause 17A(2); and (iii) notify the Association promptly if a member ceases membership so that Global Access may be revoked.

(h) Governing law and dispute resolution The agreement is governed by the laws of New South Wales, Australia. Any dispute between the Association and the body must first be referred to the Association's internal dispute resolution process. The body acknowledges that the Association's committee has final authority over all matters of NHLAA governance within the network.

Schedule 8 — Policy Register

This Schedule lists the governance policies that the committee is required to adopt, maintain, and review under clause 119A. Policies are not reproduced in this constitution; each policy is a standalone document adopted by committee resolution. The descriptions below indicate the minimum scope of each required policy. The committee may adopt more detailed policies provided they are consistent with this constitution.

Policy	Minimum required scope	Review interval	Appointer approval required?
Code of Conduct	Standards of behaviour expected of all members, committee members, Subcommittee Leads, and persons acting in the Association's name; conduct and hierarchy	Every 2 years	Yes

Policy	Minimum required scope	Review interval	Appointer approval required?
	standards; consequences for breach		
Conflict of Interest Policy	Disclosure obligations; what constitutes a material personal interest; management of conflicts (recusal, recorded disclosure); the Conflict of Interest Register; related party transactions	Every 2 years	Yes
Privacy Policy	Collection, use, storage, and disclosure of personal information; member data rights; international data handling; complaints process; consistency with the <i>Privacy Act 1988</i> (Cth) and applicable overseas regimes	Every 2 years	No
Whistleblower Policy	Protected disclosures; eligibility to make disclosures; how reports are received and investigated; protections for disclosers; consistency with <i>Corporations Act 2001</i> (Cth) Pt 9.4AAA	Every 2 years	Yes
Investment Policy	Permitted and prohibited investment classes; return objectives; risk appetite; responsible investment principles; consistency with the Association's	Every 2 years	No

Policy	Minimum required scope	Review interval	Appointer approval required?
	charitable purposes; reporting to committee		
Reserves Policy	Minimum unrestricted liquidity floor; restricted/unrestricted reserves distinction; conditions for drawing down reserves; remediation plan if reserves fall below minimum	Every 2 years	No
Remuneration Policy	Principles for remunerating committee members, officers, contractors, and staff (where applicable); arm's-length requirement; prohibition on excessive remuneration; related party controls	Every 2 years	Yes
Brand and Style Guide	Authorised use of the Ninth Heaven name, NHLAA Global name, marks, logos, colours, typography, and visual identity; approval process for new brand applications; Brand Usage Register; obligations of Societies, Chapters, and sublicensees	Annual review	No
Publication Ethics Policy	Editorial standards; handling of submissions; conflicts of interest in the	Every 2 years	No

Policy	Minimum required scope	Review interval	Appointer approval required?
	editorial process; corrections, retractions, and expressions of concern; author and contributor obligations		
Child Safety Policy	Requirements for events and programmes that may involve minors; Working with Children Check obligations; reporting obligations; incident response	Every 2 years	No
Risk Management Policy	Risk identification, assessment, and treatment methodology; risk appetite and tolerance; the Risk Register (clause 75A); escalation to committee and Appointer; review cycle	Every 2 years	No

Notes:

(a) Additional policies not listed above may be adopted by the committee under clause 119A(4). Once adopted, they must be recorded in the policy register maintained by the Secretary.

(b) The committee may combine policies where appropriate (e.g. a combined Conflicts of Interest and Related Party Transactions Policy) provided the combined policy covers the minimum scope of each constituent policy.

(c) Until a required policy is formally adopted, members and committee members are expected to observe the standards described in this Schedule as if they were in force, to the extent those standards are reasonably ascertainable.

*End of Constitution — Version 1.1 — 1 April 2026 Ninth Heaven Literature & Arts Association Inc. trading as
NHLAA Global Incorporated under the Associations Incorporation Act 2009 (NSW)*