



Constitution of

National Association for the Visual Arts Ltd

ACN 003 229 285

As approved and adopted by a special resolution of Members at an Annual General Meeting held on 15 June 2026.

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Constitution

1. Definitions and Interpretation

1.1 Definitions

In this Constitution, unless the context otherwise requires:

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

Aboriginal or Torres Strait Islander means a person of Aboriginal or Torres Strait Islander descent who identifies as such and is accepted as such by their community.

Appointed Director means a person appointed as a Director to fill a casual vacancy or as an additional Director under clause 11.3(f).

Board means the Board of Directors of NAVA.

Body has the meaning given to the term “body” in section 9 of the Corporations Act.

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Australia.

Charitable Purposes means the charitable purposes set out in clause 4.1(a).

Constitution means this constitution as amended from time to time.

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

Cultural Organisation has the meaning given to the term “cultural organisation” in section 30-300 of the *Income Tax Assessment Act 1997* (Cth).

Elected Chairperson means a person elected by the Directors to be NAVA’s chairperson under clause 11.4(a).

Elected Deputy Chairperson means a person elected by the Directors to be NAVA’s chairperson under clause 11.4(b).

Elected Director means a Director elected by the Members by a resolution passed in a General Meeting (subject to clause 7.12) in accordance with clause 11.3(b).

Eligible Recipient means an organisation that:

- (a) has charitable objects or purposes like, or inclusive of, the Charitable Purposes (as set out in clause 4.1);
- (b) has a governing document which requires its income and property to be applied in promoting its objects and agrees to use any distribution provided to it by NAVA to further such objects or purposes;
- (c) is a Registered Charity;
- (d) either while it is operating or upon winding up:
 - (i) by law or its constituent rules, is prohibited from distributing its income and property amongst its Members; and
 - (ii) does not distribute its income and property amongst its Members to an extent, and as an absolute minimum, to the extent as is imposed by NAVA; and
- (e) if the company is endorsed as a deductible gift recipient for the purpose of any Australian federal tax law, is similarly endorsed as a deductible gift recipient.

General Meeting means a meeting of Members, including the annual general meeting.

Honorarium means a token payment made in recognition of professional service.

Indigenous Cultural and Intellectual Property (ICIP) means the rights of Aboriginal and Torres Strait Islander peoples to their heritage, comprising tangible and intangible aspects of cultural practices, resources and knowledge systems developed, nurtured and passed down through generations. ICIP includes cultural expressions (art, music, performance, stories), Indigenous Knowledge (scientific, agricultural, technical and ecological knowledge), cultural objects, sites and landscapes, languages and cultural environmental resources, and is connected to Aboriginal and Torres Strait Islander peoples' relationships with their lands, waters and skies.

Member Present means, in relation to a General Meeting, a Member present in person, by representative or by proxy.

Membership Fee means the annual subscription fee payable by Members under clause 6.9.

Membership Year means each 12-month period from the date of individual payment.

NAVA means National Association for the Visual Arts Ltd ACN 003 229 285.

Registered Charity means a charity that is registered under the ACNC Act.

Special Resolution means a resolution:

- (a) of which notice has been given under clause 7.4(e)(ii); and
- (b) that has been passed by at least 75% of the votes cast by Members Present and entitled to vote on the resolution.

Sorry Business refers to cultural mourning periods and practices which extend to the wider kinship networks, through which the concept of immediate family also includes (for example) cousins, second cousins, Aunties and Uncles.

Surplus Assets means any assets remaining after paying all debts, liabilities and winding up costs.

Virtual Meeting Technology has the meaning given to that term in section 9 of the Corporations Act.

Visual Artists means artists engaging in Visual Arts.

Visual Arts means the original work of artists across all forms of visual arts, craft and design media not limited to painting, printmaking, sculpture, photography, ceramics, textiles, glass, screen media, games, installations, public art, performance, live art and experimental practice.

1.2 Reading this Constitution with the relevant statutes

- (a) The replaceable rules in the Corporations Act do not apply to NAVA.
- (b) While NAVA is a Registered Charity, the ACNC Act and the Corporations Act prevail over any inconsistent clauses in this Constitution.
- (c) If NAVA is not a Registered Charity, the Corporations Act prevails over any inconsistent clause in this Constitution.
- (d) A word or expression defined in the Corporations Act has the same meaning in this Constitution.

1.3 Interpretation

In this Constitution, unless the context requires otherwise:

- (a) **(agreement)** A reference to an agreement other than this Constitution includes an undertaking, deed, arrangement or understanding, whether or not in writing.

- (b) (**“at any time”**) The expression “at any time” includes past, present and future time.
- (c) (**Australian currency**) A reference to dollars or \$ is to Australian currency unless otherwise specified.
- (d) (**non-Business Days**) If something must or may be done on a day that is not a Business Day, it must be done on the next Business Day.
- (e) (**conduct**) Conduct includes an act, omission, statement or undertaking, whether in writing.
- (f) (**corresponding meanings**) Grammatical forms of defined terms have corresponding meanings.
- (g) (**day**) A reference to a day means the 24-hour period from midnight, adjusted for daylight saving time.
- (h) (**defunct body**) A reference to any agency or body includes any successor body that substantially assumes its powers or functions.
- (i) (**document**) A reference to a document includes any agreement, certificate, notice, deed or instrument, as amended from time to time.
- (j) (**gender**) Words denoting gender include all genders.
- (k) (**headings**) Headings and the table of contents are for convenience only and do not affect interpretation.
- (l) (**“include”**) The words "include", "including" and "for example" are not limiting.
- (m) (**“in writing”**) "In writing" includes communication by letter, fax, email or other readable form.
- (n) (**law**) A reference to a law includes:
 - (i) legislation, regulations and other instruments made under legislation and any consolidations, amendments, re-enactments or replacements of them;
 - (ii) any constitutional provision, treaty or decree;
 - (iii) any judgment; and
 - (iv) any rule or principle of common law or equity,
as amended, consolidated, re-enacted or replaced.

- (o) **(legislation)** A reference to legislation includes that legislation as amended, consolidated or replaced, and includes all subordinate legislation made under it.
- (p) **(“month” and “year”)** The word "month" means calendar month, and the word "year" means twelve months.
- (q) **(period of time)** If a period begins on a given day, it is calculated exclusive of that day.
- (r) **(person)** A reference to a "person" includes an individual, body corporate, partnership, joint venture, association, governmental authority or other entity.
- (s) **(singular)** Words in the singular include the plural and vice versa.
- (t) **(thing)** A reference to anything includes a part of that thing.
- (u) **(writing)** A reference to a notice, consent, request, approval or communication means a written notice, consent, request, approval or communication.

2. Acknowledgement of Country

NAVA acknowledges the Traditional Owners, Custodians and knowledge-holders of the sovereign Nations and unceded lands throughout the continent colonially known as Australia. NAVA acknowledges Aboriginal and Torres Strait Islander peoples as the first artists and makers on the lands where we live, learn and work.

We pay respect to First Nations communities' Ancestors and Elders.

Sovereignty was never ceded.

Always was, always will be Aboriginal land.

3. Preliminary

3.1 Type of company

NAVA is a not-for-profit public company limited by guarantee established as a charity.

3.2 Limited liability of Members

The liability of Members is limited to the amount of the guarantee in clause 3.3.

3.3 The guarantee

Each Member must contribute up to \$5 (the **Guarantee**) to NAVA's property if NAVA is wound up while they are a Member, or within 12 months after ceasing to be a Member, to pay:

- (a) debts and liabilities incurred before the Member ceased being a Member;
or
- (b) costs of winding up.

4. Charitable purposes and powers

4.1 Object

Preamble

- (a) The National Association for the Visual Arts (NAVA) was established in 1983 as a national, independent body representing the Australian visual

arts, craft, and design sector. It was founded by artists and arts workers in response to a widely recognised need for unified national representation, collective advocacy, and structural reform to improve the conditions under which artists live and work, and to strengthen the visual arts sector as a whole.

NAVA's formation was grounded in key principles that continue to guide its work: independence; equitable representation across the visual arts sector; recognition of the social, cultural and economic value of artists' work; and the need for coordinated, sector-led influence on policy and institutional frameworks.

NAVA promotes equity, access and ethical standards, and works to uphold the rights and interests of visual artists and arts workers. It collaborates with Members, communities and stakeholders to ensure those historically excluded from decision-making and opportunity are recognised and supported.

NAVA is committed to embedding culturally safer practices across its work and engagements. It acknowledges its work with Aboriginal and Torres Strait Islander artists and art and commits to respecting Indigenous Cultural and Intellectual Property (ICIP) rights and First Nations cultural protocols.

This Constitution sets out the framework through which NAVA pursues its charitable purpose and maintains accountability to its Members and the public.

- (b) The object for which NAVA is established is to pursue the following charitable purposes through the promotion and support of Visual Arts:
- (i) advancing culture;
 - (ii) promoting and/or protecting human rights;
 - (iii) advancing public debate by contributing to, and influencing, changes to matters established by law, policy or practice in Australia and overseas;
 - (iv) advancing social and/or public welfare, including through improving conditions for artists and arts workers; and
 - (v) pursuing other purposes beneficial to Members, the broader visual arts community and the public, provided those purposes are consistent with, or analogous to, the charitable purposes outlined above.

- (c) For the purposes of facilitating the Charitable Purposes, NAVA may:
- (i) operate as a Cultural Organisation;
 - (ii) encourage cooperation and collaboration among Members and others involved or interested in the Visual Arts and related areas;
 - (iii) represent and advocate for the Visual Arts sector to appropriate bodies in relation to matters affecting the Visual Arts and related areas;
 - (iv) establish and maintain industry-supported best practice standards;
 - (v) promote and support the interests of individuals and groups in the Visual Arts and related fields;
 - (vi) improve understanding and appreciation of the Visual Arts and Visual Arts practice in Australia and internationally;
 - (vii) contribute informed input to the development of public policy; and
 - (viii) develop and deliver professional development resources, advice, support, workshops and events to assist Visual Artists to grow and sustain their practice.
- (d) As ancillary activities to facilitate the Charitable Purposes, NAVA may:
- (i) raise funds by all lawful means, including soliciting and accepting financial assistance, donations, gifts and bequests, and conducting fundraising campaigns;
 - (ii) acquire, collect, hold, preserve, lease, dispose of, invest in, or otherwise manage assets to maximise the distribution of funds for the Charitable Purposes;
 - (iii) establish and administer funds for gifts, contributions, donations and bequests made for the Charitable Purposes;
 - (iv) partner with other Registered Charities with similar objects to those of NAVA;
 - (v) seek and co-ordinate funding from government and private sources committed to supporting the Charitable Purposes, including grants, donations, gifts and bequests;
 - (vi) facilitate and support any other charitable purpose in Australia relevant to NAVA's Charitable Purposes;

- (vii) conduct education and community programs, and produce, publish and circulate materials supporting the Charitable Purposes;
 - (viii) encourage, promote and raise awareness and understanding of the Charitable Purposes; and
 - (ix) do all things reasonably necessary, ancillary and/or incidental to facilitating, or desirable in connection with the Charitable Purposes.
- (e) NAVA can only exercise the powers in section 124(1) of the Corporations Act to:
- (i) carry out the object of NAVA set out in clause 4.1(a); and
 - (ii) do all things incidental or convenient in relation to the exercise of power under clause 4.1(d)(i).
- (f) NAVA's income and property will only be applied towards the object in clause 4.1(a).
- (g) No income or property of NAVA will be paid or distributed to any Member, but this does not prevent payment in good faith to a Member for services rendered or goods supplied in the ordinary course of NAVA's business.

4.2 Powers

Subject to clause 4.3, NAVA has the following powers, exercisable only to carry out its purposes in clause 4.1:

- (a) the powers of an individual; and
- (b) all the powers of a Company limited by guarantee under the Corporations Act.

4.3 Not-for-profit

- (a) NAVA must not distribute any income or assets directly or indirectly to its Members, except as provided in clauses 4.3(b), 22.1 and 22.2.
- (b) Clause 4.3(a) does not prevent NAVA, in good faith, from:
 - (i) paying a Member for goods, services or expenses at fair and reasonable rates;

- (ii) making a payment to a Member in carrying out NAVA's Charitable Purposes; or
- (iii) paying reasonable rental fees to a Member for premises leased by NAVA.

4.4 Amending the Constitution

- (a) Subject to clause 4.4(b), the Members may amend this Constitution by passing a Special Resolution.
- (b) The Members must not pass a Special Resolution that amends this Constitution if passing it causes NAVA to no longer be a charity.

5. Gift Fund

5.1 Definitions

In this clause 5:

Accounting Standards means:

- (a) the accounting standards made by the Australian Accounting Standards Board and requirements of the Corporations Act relating to financial statements; and
- (b) accepted accounting principles consistently applied in Australia, except those inconsistent with paragraph (a).

ATO means the Australian Taxation Office.

Gift Fund Committee means the committee controlling and administering the Gift Fund under clause 5.4(e).

Cultural Organisation has the meaning given to the term "cultural organisation" in section 30-300 of the ITAA97.

Gift Fund means the NAVA Donations Gift Fund as described in clause 5.2.

Government Agency means any government or public, statutory, governmental, semi-governmental or judicial body, department or authority, including self-regulatory organisations.

ITAA97 means the *Income Tax Assessment Act 1997* (Cth).

Public Fund means a fund as set out in item 1 of the table in section 30.15(2) of the ITAA97, to which the public:

- (a) is invited to contribute; and
- (b) does in fact contribute.

Surplus Fund Assets means any assets (including money) of the Gift Fund that remain after paying all debts and other liabilities of the Gift Fund, including the costs of winding up the Gift Fund.

TR 95/27 means the ATO's Taxation Ruling TR 95/27.

5.2 Objects

NAVA has established and will continue to maintain the NAVA Donations Gift Fund, a Public Fund as qualified in item 12.1.1 of the table in section 30.100 of the ITAA97, being:

- (a) a fund maintained by a Cultural Organisation; and
- (b) a Public Fund that, when the gift is made, is on the register of Cultural Organisations kept under Subdivision 30-F of the ITAA97.

5.3 Location

The Gift Fund must continue to operate in Australia.

5.4 Undertakings

NAVA undertakes that:

- (a) the public is invited to contribute to the Gift Fund;
- (b) it is intended that the public will contribute to the Gift Fund;
- (c) a significant part of the public does in fact contribute to the Gift Fund;
- (d) the public participates in the administration of the Gift Fund; and
- (e) the Gift Fund must be controlled or administered by:
 - (i) at least one Member of the Board; and
 - (ii) at least two other persons appointed by the Board, the majority of whom must be reasonably considered Responsible Persons in accordance with paragraphs 21-23 of TR 95/27.

5.5 Gift Fund Committee

- (a) In accordance with clause 5.4(e)(ii), the Board:

- (i) must ensure that at least two Responsible Persons are appointed to the Gift Fund Committee at all times;
 - (ii) must always ensure that the number of Responsible Persons comprising the Gift Fund Committee exceeds the number of those who are not Responsible Persons; and
 - (iii) may appoint and remove Responsible Persons to or from the Gift Fund Committee.
- (b) The Gift Fund Committee must exercise its powers and responsibilities in accordance with clause 5.4(e)(ii).
- (c) The Gift Fund Committee is responsible and accountable to the Board, and must frequently report to, and update, the Board as reasonably necessary to the Board's satisfaction.
- (d) The Members of the Gift Fund Committee may elect one of their number as chairperson of their meetings.
- (e) Where a meeting of the Gift Fund Committee is held and:
- (i) a chairperson has not already been elected to chair that meeting under clause 5.5(d); or
 - (ii) the previously elected chairperson is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act,
- the Members present may elect one of their number to be chairperson of the meeting.
- (f) The Gift Fund Committee may meet and adjourn as it thinks fit unless directed otherwise by the Board.
- (g) Questions arising at a meeting of the Gift Fund Committee must be determined by a majority of votes of the Members present and voting.
- (h) In the case of an equality of votes, the chairperson has a casting vote, in addition to any vote the chairperson has in the chairperson's capacity as a Member of the Gift Fund Committee (if any).

5.6 Not for profit

- (a) The Gift Fund must operate on a non-profit basis.
- (b) Any surplus, income, money or assets of the Gift Fund must not be directly or indirectly distributed to the Board or the Members.

- (c) Clause 5.6(b) does not prevent the Gift Fund from paying a Board member or Member:
 - (i) reimbursement for out-of-pocket expenses properly incurred by such person on behalf of the Gift Fund; or
 - (ii) proper remuneration for goods or services (including administrative services) provided by such person,if done in good faith on arm's length terms.

5.7 Accounting procedures

NAVA undertakes that the Board will adopt and apply the following in maintaining the Gift Fund:

- (a) gifts to the Gift Fund must be kept separate from other funds of NAVA;
- (b) a separate bank account must be maintained solely for Gift Fund transactions;
- (c) receipts for all assets received must be issued in the name of the Gift Fund;
- (d) a computerised accounting system must be maintained recording:
 - (i) receipts banked by the Gift Fund; and
 - (ii) all payments from the Gift Fund's bank accounts;
- (e) every Gift Fund transaction must be recorded, including:
 - (i) the date of the transaction;
 - (ii) the name of the payer or payee and the amount;
 - (iii) a description of the transaction; and
 - (iv) budget category analysis where applicable;
- (f) documents relating to receipts and payments must be filed monthly;
- (g) regular backups of electronic financial records must be made; and
- (h) the Gift Fund must otherwise be maintained in accordance with the Accounting Standards.

5.8 ATO notification

NAVA undertakes that the Board will notify the ATO as soon as reasonably practicable of any changes to the Gift Fund's constituent documentation.

5.9 Revocation, dissolution and winding up

Upon:

- (a) the Gift Fund's endorsement by the ATO as a deductible gift recipient being revoked;
- (b) dissolution of the Gift Fund; or
- (c) the Gift Fund being wound-up,

any Surplus Fund Assets must be distributed:

- (d) consistent with:
 - (i) paragraphs 9(g) and 11–13 of TR 95/27; and
 - (ii) Division 30 of the ITAA97 including (without limitation) in accordance with section 30.125(6)(a),

to another Public Fund endorsed by the ATO as a deductible gift recipient; and
- (e) preferably to a Public Fund similar to the Gift Fund.

6. Members

6.1 Membership

- (a) The Members of NAVA are:
 - (i) the Members at the time of adopting this Constitution; and
 - (ii) any other person the Directors allow to be a Member in accordance with this Constitution; and
 - (iii) who has not ceased being a Member under this Constitution.
 - (iv) and who has not been removed as a member, including under clause 12(1)(e).
- (b) Subject to this Constitution and the Corporations Act:

- (i) there must be at least one Member at any given time; and
- (ii) the maximum number of Members is unlimited.

6.2 Register of Members

- (a) NAVA must establish and maintain a register of Members.
- (b) The secretary is responsible for maintaining the register of Members.
- (c) NAVA must provide Members access to the register Members upon request, subject to any applicable legal requirements and the conditions set out below.
- (d) A Member requesting access the register must:
 - (i) provide their name and address;
 - (ii) state the purpose for which the information is required and
 - (iii) confirm that any information obtained will only be used for purposes relevant to Members' interests or rights.

6.3 Classes of Membership

- (a) The Board may establish different classes of Membership and prescribe the qualifications, rights and privileges of each class.
- (b) If exercising this power would vary existing Members' rights, restrictions or obligations, the new class requires approval by Special Resolution.

6.4 Rights and privileges

- (a) Subject to this Constitution, the Members are entitled to all the rights and privileges of Membership of NAVA.
- (b) A Member's right, privilege or obligation:
 - (i) is not capable of being transferred or transmitted to another person; and
 - (ii) terminates on cessation of Membership, whether by death, resignation or otherwise under clause 6.10.

6.5 Who can be a Member

- (a) A person who supports NAVA's purposes is eligible to apply to be a Member under clause 6.6.
- (b) In this clause, 'person' means an individual or Body.

6.6 How to apply to become a Member

A person may apply to become a Member:

- (a) through NAVA's standard application process; and
- (b) by agreeing to:
 - (i) pay the applicable Membership Fee; and
 - (ii) comply with this Constitution, including the guarantee under clause 3.3.

6.7 Approving Membership

- (a) The secretary, or an appropriate NAVA staff member delegated by the secretary with responsibility for Membership matters, must consider an application for Membership within a reasonable time after NAVA receives the application.
- (b) Subject to clauses 6.7(c) and 6.7(e), applications to become a Member of NAVA will generally be approved automatically by the secretary or delegated staff member.
- (c) The secretary or delegated staff member may, in their absolute discretion and within a reasonable time, reject an application for Membership without providing reasons, if they determine the applicant does not meet NAVA's eligibility requirements, including any requirements related to public liability insurance that may be offered by NAVA to its Members from time to time.
- (d) For an approved application, the secretary or delegate must promptly:
 - (i) enter the new Member on the register of Members; and
 - (ii) notify the applicant of approval and the date Membership commenced.
- (e) The Directors may also, in their absolute discretion, reject an application for Membership within a reasonable time after receipt.

- (f) Where there is an inconsistency between the application of clauses 6.7(b) and 6.7(e), clause 6.7(e) prevails. In such cases, the secretary or delegated staff member must take all reasonable steps to rectify any actions taken under clause 6.7(d), including reversing any relevant processes.
- (g) If an application is rejected, the secretary or delegate may notify the applicant but is not required to give reasons.
- (h) Applications are generally approved automatically under clause 6.7(b), and by submitting an application, the applicant is taken to have agreed to the matters set out in clause 6.6(b), even if not explicitly acknowledged.

6.8 When a person becomes a Member

An applicant will become a Member when they are entered on the register of Members.

6.9 Membership Fee

- (a) The Board will determine the Membership Fee payable by each class of Member for each financial year.
- (b) The Membership Fee must be paid annually in advance at the commencement of each Member's Membership Year, unless otherwise determined by the Board.

6.10 When a person stops being a Member

A person immediately stops being a Member if they:

- (a) fail to pay a Membership Fee in accordance with clause 6.9;
- (b) die;
- (c) are wound up or otherwise dissolved or deregistered (for a Member that is a Body); or
- (d) resign by writing to the secretary, including by any method specified by NAVA from time to time.

7. General meetings of Members

7.1 General meetings called by Directors

- (a) The Directors may call a General Meeting.
- (b) If Members with at least 5% of the votes that may be cast at a General Meeting request in writing that a General Meeting be held, the Directors must:
 - (i) within 21 days of the Members' request, give all Members notice of a General Meeting; and
 - (ii) hold the General Meeting within 2 months of the Members' request.
- (c) The percentage of votes is calculated as at midnight before the request.
- (d) The requesting Members must:
 - (i) state any resolution to be proposed at the meeting;
 - (ii) sign the request; and
 - (iii) give the request to NAVA.
- (e) Separate copies of a request may be signed by Members if the wording is identical.

7.2 General meetings called by Members

- (a) If the Directors do not call the meeting within 21 days of the request, 50% or more of the requesting Members may call and hold a General Meeting.
- (b) To call and hold a meeting under clause 7.2(a) the Members must:
 - (i) as far as possible, follow the procedures for General Meetings in this Constitution;
 - (ii) call the meeting using NAVA's Member register, which NAVA must provide at no cost; and
 - (iii) hold the General Meeting within three months after the request was given to NAVA.
- (c) NAVA must reimburse the requesting Members' reasonable expenses incurred because the Directors did not call and hold the meeting.

7.3 Annual general meeting

- (a) A General Meeting, called the annual general meeting, must be held:
 - (i) within 18 months after registration of NAVA, and
 - (ii) after the first annual General Meeting, at least once in every calendar year.
- (b) Even if not set out in the notice of meeting, the business of an annual general meeting may include:
 - (i) a review of NAVA's activities;
 - (ii) a review of NAVA's finances;
 - (iii) any auditor's report;
 - (iv) the election of Directors; and
 - (v) the appointment and payment of auditors, if any.
- (c) Before or at the annual general meeting, the Directors must inform Members about NAVA's activities and finances since the last annual general meeting.
- (d) The chairperson must give Members a reasonable opportunity to ask questions or comment about NAVA's management.

7.4 Notice of general meetings

- (a) Notice of a General Meeting must be given to:
 - (i) each Member entitled to vote at the meeting;
 - (ii) each Director; and
 - (iii) the auditor (if any).
- (b) Notice of a General Meeting must be given in writing at least 21 days before the meeting.
- (c) Subject to clause 7.4(d), shorter notice may be given if:
 - (i) for an annual general meeting, all entitled Members agree beforehand; or
 - (ii) for other General Meetings, Members with at least 95% of votes agree beforehand.

- (d) At least 21 days' notice is required for a resolution to:
 - (i) remove a Director;
 - (ii) appoint a Director to replace a Director who was removed; or
 - (iii) remove an auditor.
- (e) Notice of a General Meeting must include:
 - (i) the place, date and time for the meeting (and the Virtual Meeting Technology if held in multiple places);
 - (ii) the general nature of the meeting's business;
 - (iii) if applicable, that a Special Resolution is to be proposed and the words of the proposed resolution; and
 - (iv) a statement that Members have the right to appoint proxies and that:
 - (A) the proxy need not be a Member;
 - (B) the proxy form must be delivered to NAVA at its registered address or the address specified in the notice; and
 - (C) the proxy form must be delivered to NAVA at least 48 hours before the meeting.
- (f) If a General Meeting is adjourned for one month or more, new notice must be given.

7.5 Quorum at general meetings

- (a) At least 10 Members (a quorum) must be present (in person, by proxy or by representative) for the whole meeting.
- (b) When determining quorum, a person may only be counted once.
- (c) No business may be conducted at a General Meeting if a quorum is not present.
- (d) If no quorum is present within 30 minutes of the scheduled starting time, the meeting is adjourned to the date, time and place the chairperson specifies, or if not specified:
 - (i) if the date is not specified – the same day in the next week;
 - (ii) if the time is not specified – the same time; and

- (iii) if the place is not specified – the same place.
- (e) If no quorum is present at the resumed meeting within 30 minutes after the starting time set for that meeting, the meeting is cancelled.

7.6 Auditor's right to attend meetings

- (a) The auditor (if any) is entitled to attend any General Meeting and be heard on any part of the business concerning the auditor.
- (b) NAVA must give the auditor (if any) communications relating to the General Meeting that Members are entitled to receive.

7.7 Representatives of Members

- (a) A Member that is a Body may appoint as a representative:
 - (i) one individual to represent the Member at meetings and to sign circular resolutions under clause 8.3; and
 - (ii) the same individual or another individual for the purpose of being appointed or elected as a Director.
- (b) The appointment of a representative must:
 - (i) be in writing;
 - (ii) include the name of the representative;
 - (iii) be signed on behalf of the Member; and
 - (iv) be given to NAVA or, for representation at a meeting, to the chairperson before the meeting starts.
- (b) A representative has all the rights of a Member relevant to the purposes of the appointment as a representative.
- (c) The appointment may be standing (ongoing).

7.8 Using technology to hold meetings

- (a) NAVA may hold a General Meeting:
 - (i) at two or more venues using Virtual Meeting Technology that gives Members a reasonable opportunity to participate; or
 - (ii) using Virtual Meeting Technology only.

- (b) Anyone using Virtual Meeting Technology is taken to be present in person.

7.9 Chairperson for general meetings

- (a) The Elected Chairperson is entitled to chair General Meetings, and the Elected Deputy Chairperson may chair in the Elected Chairperson's absence.
- (b) The Members Present may choose a Director or Member to chair a meeting if:
 - (i) there is no Elected Chairperson;
 - (ii) there is no Elected Deputy Chairperson;
 - (iii) neither is present within 30 minutes of the scheduled starting time;
or
 - (iv) both are present but decline to chair the meeting.

7.10 Role of the chairperson

- (a) The chairperson is responsible for the conduct of the meeting and must give Members a reasonable opportunity to comment and ask questions (including to the auditor).
- (b) The chairperson does not have a casting vote.

7.11 Adjournment of meetings

- (a) If a quorum is present, a General Meeting must be adjourned if a majority of Members Present so direct.
- (b) Only unfinished business may be dealt with at a meeting resumed after an adjournment.

7.12 When there is only one Member

- (a) If NAVA has only one Member, all resolutions required by the Corporations Act or this Constitution may be passed by that Member recording and signing the decision, without holding a General Meeting.
- (b) Clauses 7.1 to 7.11, clauses 8 and 9, and any clause contemplating multiple Members, apply only when there is more than one Member.

8. Members' resolutions and statements

8.1 Members' resolutions and statements

- (a) Members with at least 5% of votes that may be cast on a resolution may give:
 - (i) written notice to NAVA of a resolution they propose to move at a General Meeting; and/or
 - (ii) a written request that NAVA distribute a statement to Members about a proposed resolution or any other matter properly considered at a General Meeting.
- (b) A notice of a Members' resolution must set out the proposed wording and be signed by the proposing Members.
- (c) A request for a Members' statement must set out the statement and be signed by the requesting Members.
- (d) Separate copies of a notice or request may be signed if the wording is identical.
- (e) The percentage of votes is calculated as at midnight before the notice or request is given.
- (f) A Members' resolution must be considered at the next General Meeting held within 2 months after the notice is given.
- (g) This clause does not limit any other right to propose a resolution at a General Meeting.

8.2 Company must give notice of proposed resolution or distribute statement

- (a) If NAVA receives a notice or request under clause 8.1:
 - (i) in time to send with a notice of meeting, it must do so at NAVA's cost; or
 - (ii) too late to send with a notice of meeting, the proposing Members must pay NAVA's reasonable expenses, unless the Members pass a resolution for NAVA to pay.
- (b) NAVA need not send the notice or statement if:
 - (i) it is more than 1,000 words long;

- (ii) the Directors consider it may be defamatory;
- (iii) clause 8.2(a)(ii) applies and the proposing Members have not paid NAVA's costs; or
- (iv) the proposed resolution is not a matter properly considered at a General Meeting or is otherwise invalid.

8.3 Circular resolutions of Members

- (a) Subject to clause 8.3(c), the Directors may put a resolution to Members without holding a General Meeting (a circular resolution).
- (b) The Directors must notify the auditor (if any) promptly of a circular resolution and its wording.
- (c) Circular resolutions cannot be used:
 - (i) for a resolution to remove an auditor, appoint a Director or remove a Director;
 - (ii) for passing a Special Resolution; or
 - (iii) where the Corporations Act or this Constitution requires a meeting.
- (d) A circular resolution is passed if all entitled Members sign or agree to it under clause 8.3(e) or (f).
- (e) Members may sign:
 - (i) a single document setting out the resolution with a statement of agreement; or
 - (ii) separate copies with identical wording.
- (f) NAVA may send a circular resolution by email and Members may agree by reply email including the resolution text.

9. Voting at general meetings

9.1 How many votes a Member has

Each Member has one (1) vote.

9.2 Challenge to Member's right to vote

- (a) A Member or chairperson may only challenge a person's right to vote at a General Meeting during that meeting.
- (b) If challenged, the chairperson must decide whether the person may vote.
- (c) The chairperson's decision is final.

9.3 How voting is carried out

- (a) Voting must be conducted and decided by:
 - (i) a show of hands;
 - (ii) a vote in writing;
 - (iii) electronically in accordance with clause 10; or
 - (iv) another fair and reasonable method chosen by the chairperson.
- (b) Before a vote, the chairperson must state whether any proxy votes have been received and how they will be cast.
- (c) On a show of hands, the chairperson's decision is conclusive.
- (d) The chairperson and meeting minutes need not record the number or proportion of votes on a show of hands.

9.4 Voting by poll

- (a) Notwithstanding clause 9.3, a poll may be demanded by at least 40 Members Present entitled to vote.
- (b) A poll may be demanded:
 - (i) before a vote is taken; or
 - (ii) before or immediately after the voting results on a show of hands are declared.
- (c) The demand for a poll may be withdrawn.
- (d) If a poll is duly demanded, it must be taken as the chairperson directs, and the result is the resolution of the meeting.
- (e) A poll demanded on the election of a chairperson or on a question of adjournment must be taken immediately.

- (f) A poll demand does not prevent the meeting continuing for other business.

9.5 When and how a vote in writing must be held

- (a) A vote in writing may be demanded on any resolution instead of or after a show of hands by:
 - (i) at least five (5) Members Present;
 - (ii) Members Present with at least 5% of votes (calculated as at midnight before the demand); or
 - (iii) the chairperson.
- (b) A vote in writing must be taken as the chairperson directs, unless clause 9.5(c) applies.
- (c) A vote in writing must be held immediately if demanded:
 - (i) for election of a chairperson under clause 7.9(b); or
 - (ii) to decide whether to adjourn the meeting.
- (d) A demand for a vote in writing may be withdrawn.

9.6 Appointment of proxy

- (a) A Member may appoint a proxy to attend and vote at a General Meeting on their behalf.
- (b) A proxy does not need to be a Member.
- (c) A proxy has the same rights as the Member to:
 - (i) speak at the meeting;
 - (ii) vote in a vote in writing (but only to the extent allowed by the appointment); and
 - (iii) join in to demand a vote in writing under clause 9.5(a).
- (d) A proxy form must be signed by the Member and contain:
 - (i) the Member's name and address;
 - (ii) NAVA's name;
 - (iii) the proxy's name or the name of the office held by the proxy; and

- (iv) the meeting(s) at which it may be used.
- (e) A proxy appointment may be standing (ongoing).
- (f) Proxy forms must be received by NAVA at the address stated in the notice or at NAVA's registered address at least 48 hours before the meeting.
- (g) A proxy has no authority to act while the Member is present at the meeting.
- (h) Unless NAVA receives written notice before the meeting, a proxy vote is valid even if, before voting, the appointing Member:
 - (i) dies;
 - (ii) is medically incapacitated;
 - (iii) revokes the proxy's appointment; or
 - (iv) revokes the authority of a representative or agent who appointed the proxy.
- (i) A proxy appointment may specify the way the proxy must vote on a particular resolution.

9.7 Voting by proxy

- (a) A proxy may not vote on a show of hands (but a Member appointed as proxy may vote as a Member).
- (b) When a vote in writing is held, a proxy:
 - (i) need not vote, unless the appointment specifies how to vote;
 - (ii) must vote as specified on the proxy form; and
 - (iii) may cast votes held differently if also a Member or holding multiple proxies.

10. Electronic voting

10.1 Electronic and remote voting may be available

- (a) Electronic or remote voting is available if approved by the Board before notice of the General Meeting is sent.

- (b) If the notice states electronic or remote voting is available, entitled Members may vote prior to the meeting by that method.
- (c) If the notice does not state electronic or remote voting is available, it is not permitted and this clause 10 does not apply.

10.2 Method

The method of electronic or remote voting will be determined and notified by NAVA.

10.3 Company must receive vote

An electronic or remote vote is only effective if NAVA receives it at least 48 hours before the meeting (unless the notice specifies a shorter time).

10.4 Receipt

NAVA receives the vote when received:

- (a) at NAVA's registered office address;
- (b) in a manner notified under clause 10.2;
- (c) at an electronic address specified in the notice of meeting; or
- (d) by other electronic means specified in the notice.

10.5 Chairperson may declare vote valid

If the electronic or remote vote:

- (a) does not comply with the terms of this Constitution; or
- (b) is not received by NAVA in accordance with the terms of this Constitution,

the vote will be treated as invalid unless the chairperson declares otherwise.

10.6 Adjourned meetings

Subject to clause 10.7, an electronic or remote vote for a General Meeting is valid at any adjourned meeting.

10.7 Status of electronic or remote vote if Member Present

If the Member attends a meeting where a vote is held on an issue already voted on electronically or remotely, that earlier vote is void and the Member must vote at the meeting.

10.8 Continuing authority

An electronic or remote vote remains valid even if the Member dies or becomes medically incapacitated before the meeting, unless NAVA is notified in writing beforehand.

11. Directors

11.1 Number of Directors

NAVA must have at least six (6) and no more than ten (10) Directors.

11.2 Composition, balance and diversity

- (a) The Board must comprise:
 - (i) A majority of Elected Directors (as a proportion of both Elected and Appointed Directors);
 - (ii) at least two (2) Appointed Directors;
 - (iii) at least 50% of Directors who practice as Visual Artists, ideally including individuals who practice as Visual Artists full-time;
 - (iv) at least two (2) Directors who are Aboriginal and/or Torres Strait Islander persons;
 - (v) Directors who reside in at least four (4) different Australian states or territories.
- (b) NAVA will strive for equitable gender balance among Aboriginal and/or Torres Strait Islander Directors.
- (c) To support clause 11.2(a) and ensure diverse expertise and perspectives, the Board must maintain a Board Charter outlining relevant, required or desirable:
 - (i) areas of expertise, skills and experience, including visual arts expertise, arts management, legal, governance, risk, strategy, finance and fundraising;

- (ii) qualifications and personal attributes; and
 - (iii) collective capabilities expected across the Board.
- (d) If the Board composition requirements set out in clause 11.2(a) are not met at any time, the resolutions of the Board remain valid. However, the Board must do all things reasonably necessary to prioritise meeting those requirements.
- (e) If any issue, challenge, or conflict arises in meeting the composition requirements under clause 11.2(a), the Board must make a determination to resolve the matter. That determination is final and not subject to appeal.

11.3 Election and appointment of Directors

- (a) The initial Directors are those who agreed to act as Directors and are named in the application for registration.
- (b) Apart from initial Directors and Directors appointed under clause 11.3(f), Members may elect an Elected Director by resolution at a General Meeting.
- (c) Each of the Directors must be appointed by a separate resolution, unless:
- (i) the Members Present have first passed a resolution that the appointments may be voted on together; and
 - (ii) no votes were cast against that resolution.
- (d) Subject to clause 11.2(a), a person is eligible for election as Director if they:
- (i) are a Member or representative of a Member;
 - (ii) are nominated either:
 - (A) if there is only one Member, by recorded decision signed by that Member; or
 - (B) if there is more than one Member, by any Member or representative entitled to vote (unless already elected at a General Meeting and continuing as Director);
 - (iii) give NAVA their signed consent to act as Director; and
 - (iv) are not ineligible under the Corporations Act or ACNC Act.

- (e) A Member may nominate only one candidate for election at a particular General Meeting, but may second multiple nominations.
- (f) The Directors may appoint an Appointed Director if that person:
 - (i) is a Member or representative of a Member;
 - (ii) gives NAVA their signed consent to act as Director; and
 - (iii) is not ineligible under the Corporations Act or ACNC Act.
- (g) If Directors are reduced to fewer than three or below quorum, the continuing Directors may act only to increase numbers or call a General Meeting.

11.4 Election of Chairperson(s)

- (a) The Board must elect one (1) or more Directors to serve as Chairperson(s) of NAVA. This may include the appointment of Co-Chairs.
- (b) The Board must also elect one (1) or more Directors as Deputy Chairperson(s).

11.5 Treasurer

- (a) The Board may appoint one (1) of the Directors as Treasurer.
- (b) The Treasurer has the responsibilities set out in the Board Charter or as determined by the Board.
- (c) The Treasurer may be removed or replaced at any time by Board resolution.

11.6 Term of office

- (a) At each annual General Meeting:
 - (i) any Director appointed to fill a casual vacancy must retire; and
 - (ii) any Director who has served through three consecutive annual general meetings must retire.
- (b) Except for Directors appointed under clause 11.3(f), a Director's term starts at the end of the General Meeting at which they are elected.
- (c) A Director who retires under clause 11.6(a)(ii) may nominate for re-election, subject to clause 11.6(d).

- (d) A Director who has served continuously for six years or more may only be re-appointed or re-elected by Special Resolution.

11.7 When a Director stops being a Director

A Director stops being a Director if they:

- (a) give written notice of resignation as a Director to NAVA;
- (b) die;
- (c) are removed by Members' resolution;
- (d) stop being a Member;
- (e) are a representative and that Member stops being a Member;
- (f) are a representative and the Member notifies NAVA of termination of that appointment;
- (g) are absent for three consecutive Directors' meetings without approval; or
- (h) become ineligible under the Corporations Act or ACNC Act.

12. Powers of Directors

12.1 Powers of Directors

- (a) The Directors are responsible for managing and directing NAVA's activities to achieve its purposes in clause 4.1.
- (b) The Directors may use all powers of NAVA except those reserved to Members by the Corporations Act or this Constitution.
- (c) The Directors must decide on responsible financial management, including:
 - (i) any suitable written delegations of power under clause 12.2; and
 - (ii) how money will be managed, including authorisation of transfers, instruments or cheques.
- (d) The Directors cannot remove a Director or auditor.
- (e) The Directors may, by a Special Resolution, expel a Member (with the effect that that Member will cease being a Member) if the Member:

- (i) has committed a breach of any obligation or duty under this Constitution; or
- (ii) has engaged in conduct detrimental to the interests of the Company.
- (iii) At least one month before the meeting of the Board at which a resolution referred to in clause 12.1(e) is considered, the Member must be:
 - (A) served notice of the meeting including the particulars of the alleged act, omission or conduct complained of and the intended resolution; and
 - (B) given the opportunity to present in writing or orally (or both) at the meeting and before the passage of the resolution any explanation the Member thinks fit, and the Directors will take the explanation into consideration. 10.2.3
 - (C) The Directors will serve the Member with notice of any Board resolution made at the meeting described in clause 12.1(e) and their expulsion will take effect immediately upon service of that notice.
- (f) Directors and auditors may only be removed by Members' resolution at a General Meeting.

12.2 Delegation of Directors' powers

- (a) The Directors may delegate their powers and functions to a committee, Director, employee or other person.
- (b) Delegations must be recorded in NAVA's minute book.

12.3 Payments to Directors

- (a) NAVA must not pay fees to a Director for acting as a Director.
- (b) Notwithstanding clause 12.3(a), NAVA may in good faith:
 - (i) in its discretion and in compliance with ACNC Governance Standards and NAVA's policies, provide Honorariums to Directors;
 - (ii) reasonably and properly pay a Director for:
 - (A) work done for NAVA or goods or services supplied (other than as Director) at a reasonable fee;
 - (B) reasonable rental fees for premises leased from the Director;

- (C) interest on loans at a reasonable rate not exceeding NAVA's bank overdraft rate; and
 - (D) participation in NAVA social bond or similar programs; or
- (iii) reimburse Directors for authorised out-of-pocket expenses.
- (c) Any payment made under clause 12.3(b) must be approved by the Directors.
- (d) NAVA may pay premiums for Directors' insurance as permitted by law.

12.4 Execution of documents

NAVA may execute a document without using a common seal if the document is signed by:

- (a) two (2) Directors of NAVA; or
- (b) a Director and the secretary.

13. Duties of Directors

13.1 Duties of Directors

The Directors must comply with their duties under legislation, common law, and ACNC Act governance standard 5, which include:

- (a) exercising care and diligence to the standard of a reasonable Director;
- (b) acting in good faith in NAVA's best interests and to further its Charitable Purposes;
- (c) not to misuse their position as a Director;
- (d) not misusing information gained as a Director;
- (e) disclosing material conflicts of interest under clause 13.3;
- (f) ensuring NAVA's financial affairs are managed responsibly;
- (g) not to allow NAVA to operate while it is insolvent.

13.2 Commitment to cultural safety

- (a) The Directors commit to supporting culturally safer practices in Board conduct and engagement with Members, recognising their role in contributing to a psychosocially safer governance environment.

13.3 Conflicts of interest

- (a) A Director must disclose the nature and extent of any actual or perceived material conflict in a matter being considered at a Directors' meeting or circular resolution:
 - (i) to the other Directors; or
 - (ii) if all Directors have the same conflict, to Members at the next General Meeting or earlier if reasonable.
- (b) Disclosure must be recorded in the meeting minutes.
- (c) A Director with a material personal interest in a matter must not, except under clause 13.3(d):
 - (i) be present at the meeting while the matter is being discussed; or
 - (ii) vote on the matter.
- (d) A Director may be present and vote if:
 - (i) their interest arises because they are a Member and other Members have the same interest;
 - (ii) their interest relates to insurance against liabilities as a Director;
 - (iii) their interest relates to indemnity under clause 20.1;
 - (iv) ASIC makes an order allowing the Director to vote; or
 - (v) Directors without the interest pass a resolution:
 - (A) identifying the Director, the nature and extent of the interest and how it relates to NAVA; and
 - (B) stating that those Directors are satisfied the interest should not preclude voting or presence.

14. Directors' meetings

14.1 When the Directors meet

The Directors may decide how often, where and when they meet.

14.2 Calling Directors' meetings

- (a) A Director may call a Directors' meeting by giving reasonable notice to all other Directors.
- (b) Notice may be given in writing or by any method previously agreed by all Directors.

14.3 Chairperson for Directors' meetings

- (a) The Elected Chairperson is entitled to chair Directors' meetings, and the Elected Deputy Chairperson may chair in their absence.
- (b) The Directors may choose a chairperson for a meeting if the Elected Chairperson and Deputy Chairperson are:
 - (i) not present within 30 minutes after the starting time set for the meeting; or
 - (ii) present but decline to chair.

14.4 Quorum at Directors' meetings

- (a) Unless otherwise determined, quorum for Directors' meetings is a majority of Directors.
- (b) A quorum must be present for the whole Directors' meeting.

14.5 Using technology to hold Directors' meetings

- (a) The Directors may hold meetings using technology agreed by all Directors.
- (b) Agreement may be standing.
- (c) A Director may only withdraw their consent within a reasonable period before the meeting.

14.6 Passing Directors' resolutions

Directors will strive to pass resolutions by consensus. Where consensus cannot be reached, a resolution must be passed by majority of votes cast by Directors present and entitled to vote.

14.7 Circular resolutions of Directors

- (a) The Directors may pass a circular resolution without a Directors' meeting being held.
- (b) A circular resolution is passed if all entitled Directors sign or agree to it under clause 14.7(c) or (d).
- (c) Each Director may sign:
 - (i) a single document setting out the resolution with a statement of agreement; or
 - (ii) separate copies with identical wording.
- (d) NAVA may send a circular resolution by email and Directors may agree by reply email including the resolution text.
- (e) A circular resolution is passed when the last Director signs or agrees under clause 14.7(c) or (d).

14.8 Cultural decision making for Aboriginal and Torres Strait Islander Directors

- (a) Aboriginal and Torres Strait Islander Directors may, subject to clause 14.8(b):
 - (i) abstain from voting on a decision requiring more time to observe cultural protocols;
 - (ii) abstain from voting where voting may conflict with cultural obligations; and
 - (iii) postpone decisions or abstain while sorry business is taking place.
- (b) Abstention under clause 14.8 does not affect quorum.

15. Company Secretary

- (a) NAVA must have at least one (1) secretary, who may also be a Director.

- (b) A secretary must be appointed by the Directors (after giving signed consent) and may be removed by the Directors.
- (c) The Directors must decide the terms and conditions under which the secretary is appointed, including any remuneration.
- (d) The role of the secretary includes:
 - (i) maintaining a register of NAVA's Members;
 - (ii) maintaining the minutes and other records of General Meetings (including notices of meetings), Directors' meetings and circular resolutions; and
 - (iii) other general corporate administration duties.
- (e) Subject to Board approval, the secretary may delegate their powers and responsibilities, including under clauses 6.7 and 15(d).

16. Minutes and records

16.1 Minutes and records

- (a) NAVA must, within one month, make and keep:
 - (i) minutes of proceedings and resolutions of General Meetings;
 - (ii) minutes of circular resolutions of Members;
 - (iii) a copy of a notice of each General Meeting; and
 - (iv) a copy of a Members' statement distributed to Members under clause 8.2.
- (b) NAVA must, within one month, make and keep:
 - (i) minutes of proceedings and resolutions of Directors' meetings (including meetings of any committees); and
 - (i) minutes of circular resolutions of Directors.
- (c) To allow Members to inspect NAVA's records:
 - (i) NAVA must give Members access to records in clause 16.1(a); and
 - (ii) the Directors may authorise Member access to other records, including under clause 16.1(b) and 16.2(a).

- (d) The Directors must ensure meeting minutes are signed within a reasonable time by:
 - (i) the chairperson of the meeting; or
 - (ii) the chairperson of the next meeting.
- (e) The Directors must ensure circular resolution minutes are signed by a Director within a reasonable time.

16.2 Financial and related records

- (a) NAVA must make and keep financial records that:
 - (i) correctly record and explain its transactions, financial position and performance; and
 - (ii) enable true and fair financial statements to be prepared and to be audited.
- (b) NAVA must also keep records correctly recording its operations.
- (c) NAVA must retain records for at least seven years.
- (d) The Directors must take reasonable steps to keep records safe.

17. By-laws

- (a) The Directors may make by-laws to give effect to this Constitution.
- (b) Members and Directors must comply with by-laws as if they were part of this Constitution.

18. Notice

18.1 What is notice

- (a) Anything written under this Constitution is written notice subject to clauses 18.2, 18.3 and 18.4, unless otherwise specified.
- (b) Clauses 18.2, 18.3 and 18.4 do not apply to a notice of proxy under clause 9.6(f).

18.2 Notice to the company

Notice or communication may be given to NAVA, the Directors or secretary by:

- (a) delivering it to NAVA's registered office;
- (b) posting it to NAVA's registered office or other notified address;
- (c) emailing it to an address notified by NAVA; or
- (d) faxing it to a number notified by NAVA.

18.3 Notice to Members

- (a) Notice or communication may be given to a Member:
 - (i) in person;
 - (ii) by posting to or leaving at the address in the register or an alternative notified address;
 - (iii) by emailing to a notified email address;
 - (iv) by faxing to a notified fax number; or
 - (v) if agreed, by notifying the Member that the notice is available at a specified address.
- (b) If NAVA has no address for the Member, notice in person is not required.

18.4 When notice is taken to be given

A notice:

- (a) delivered in person, or left at the recipient's address, is taken to be given on the day it is delivered;
- (b) sent by post, is taken to be given on the third day after posting;
- (c) sent by email, fax or other electronic method, is taken to be given on the Business Day after it is sent; and
- (d) given under clause 18.3(a)(v) is taken to be given on the Business Day after the notification that the notice is available is sent.

19. Financial year

NAVA's financial year is 1 January to 31 December, unless the Directors resolve otherwise.

20. Indemnity, insurance and access

20.1 Indemnity

- (a) NAVA indemnifies each officer out of its assets, to the relevant extent, against all losses and liabilities incurred as an officer.
- (b) In this clause 20, 'officer' means a current or former Director or secretary.
- (c) In this clause 20, 'to the relevant extent' means:
 - (i) to the extent not precluded by law; and
 - (ii) for the amount the officer is not entitled to be indemnified or actually indemnified by another person.
- (d) The indemnity is a continuing obligation enforceable by an officer who is no longer an officer.

20.2 Insurance

To the extent permitted by law, and if appropriate, NAVA may pay premiums for insurance for a current or former officer against liabilities incurred as an officer.

20.3 Directors' access to documents

- (a) A Director has a right of access to the financial records of NAVA at all reasonable times.
- (b) If the Directors agree, NAVA must give a Director or former Director access to:
 - (i) certain documents, including those provided for or available to Directors; and
 - (ii) any other documents referred to in those documents.

21. Dispute resolution

21.1 Dispute resolution procedure

- (a) This clause applies only to disputes relating to the interpretation, application or alleged breach of this Constitution between a Member or Director and:
 - (i) one or more Members,

- (ii) one or more Directors, or
 - (iii) NAVA.
- (b) The party who has a concern (**notifying party**) about another party's interpretation, application or alleged breach of this Constitution must notify that other party (**receiving party**), of the notifying party's concern, by outlining the nature of the concern, and any proposed solutions requested by the notifying party of the receiving party.
- (c) Both the notifying party and the receiving party must firstly try to resolve the complaint or dispute in good faith within 14 days in accordance with NAVA's Dispute Resolution policies or procedures (current at the time of the notification of the complaint or dispute), before commencing formal dispute resolution under this clause 21.
- (d) If the dispute is not resolved under clause 21.1(b), the notifying party and the receiving party must within 10 days:
 - (i) inform the Directors of the dispute in writing, and
 - (ii) select an impartial, suitably qualified mediator and make arrangements (for example, booking) for a mediation of the dispute (in good faith and without unreasonable delay), and
 - (iii) where the dispute to be mediated relates to Indigenous Cultural Intellectual Property select a culturally appropriate mediator.
- (e) The notifying and receiving parties will attend, and participate (in good faith to settle the dispute) mediation within 30 days of the end of the 14 day period in 21.1(c) and share the mediation costs equally.

22. Winding up

22.1 Surplus assets not to be distributed to Members

If NAVA is wound up, any Surplus Assets must not be distributed to a Member or a former Member of NAVA, unless that Member or former Member is an Eligible Recipient.

22.2 Distribution of surplus assets

- (a) Subject to the Corporations Act and any court order, Surplus Assets must be distributed to one or more Eligible Recipients.
- (b) The decision as to the Eligible Recipient or Eligible Recipients to be given the Surplus Assets must be made by a Special Resolution of Members at or before the time of winding up, and if the Members do not make this decision, NAVA may apply to the Supreme Court to make this decision.