

Under the New South Wales
Associations Incorporation Act 2009 No 7

Constitution of
The Kodály Music Education Institute of
Australia Incorporated (KMEIA Inc)
Y2630238

**Member approved constitution voted on
7th November 2022 by Special General Meeting**

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Part 1 Preliminary

1. Definitions

1.1 In this constitution:

Director-General has the same meaning as in the Act,

KMEIA Inc means The Kodály Music Education Institute of Australia Incorporated, the association the subject of this constitution,

state means a state or territory of Australia,

member means a person registered in the members register of KMEIA Inc,

Council or National Council means the governing committee of KMEIA Inc,

Ordinary Council member means a member of the Council who is not an office-bearer of KMEIA Inc,

national administrator means the person appointed to manage membership, and to assist with administration of national responsibilities and other duties as delegated by Council,

public officer means the central contact person for KMEIA Inc and one of its authorised signatories,

secretary means the person holding office under this constitution as secretary of KMEIA Inc,

special general meeting means a general meeting of KMEIA Inc other than an annual general meeting,

the Act means the Associations Incorporation Act 2009 No 7 (NSW),

the Regulations mean the Associations Incorporation Regulation 2016 (NSW).

1.2 In this constitution:

- (a) a reference to a function includes a reference to a power, authority and duty, and
- (b) a reference to the exercise of a function includes, if the function is a duty, a reference to the performance of the duty.

1.3 The provisions of the Interpretation Act 1987 apply to and in respect of this constitution in the same manner as those provisions would so apply if this constitution were an instrument made under the Act.

Part 2 Objects and powers

2. Objects and powers

- 2.1 The objects for which KMEIA Inc is established are to build, lead, empower and resource communities of educators committed to enhancing the musical participation of children and adults through sequential, developmental, singing-based programs informed by the Kodály philosophy. In carrying out its objects, the sub-objects of KMEIA Inc are:
- (a) to promote and advance understanding and use of the aesthetic and educational teachings of the late Zoltan Kodály,
 - (b) to encourage, assist and promote the use of the Kodály approach to music education, and specifically continuous, cumulative, sequential and developmental music education, in educational institutions and the community at large in Australia and abroad,
 - (c) to promote in any way whatsoever the interests of teachers and students of the Kodály approach to music education for charitable purposes,
 - (d) to sponsor or conduct lectures, demonstrations, courses, seminars, tutorials, conferences, symposia and the like, to explain and give instruction and training in teaching techniques relevant to the Kodály philosophy of music education, and to certify as to attendance thereat,
 - (e) to issue or cancel certificates, diplomas or licenses which shall state the degree of competency achieved by individuals or institutions in the study or teaching of the Kodály philosophy of music education and to maintain a register of such certificates, diplomas or licences,
 - (f) to license and to de-license individuals or institutions to teach or provide teaching in Kodály music education courses at levels in accordance with KMEIA Inc's view of their respective competency,
 - (g) to conduct or authorise tests and examinations for the Kodály courses above in order to assess performances and to publish and certify the results,
 - (h) to undertake to sponsor or authorise research into education in general and in particular into the Kodály approach to music education,
 - (i) to disseminate information about KMEIA Inc and the Kodály philosophy and activities, through the media, meetings, KMEIA Inc publications and through the provision of speakers, exhibits, publications and demonstrations,
 - (j) to publish, whether in hard-copy form, electronically or in any other manner, books, manuscripts, magazines, journals, bulletins, newsletters, pamphlets, papers, films, video tapes, records, tapes, CDs, DVDs, or any other medium, any material, information and opinions which KMEIA Inc may consider will promote the pursuit of its objects,
 - (k) to organise, conduct, manage, sponsor and promote musical performance of any type whatsoever and to acquire, import, manufacture, assemble, repair, export, sell or in any way deal with musical instruments, musical equipment, scores and publications,

- (l) to charge fees to any individuals or institutions who wish to participate in any KMEIA Inc activity or to obtain any benefit from KMEIA Inc,
- (m) to conduct or sponsor competitions and/or to award prizes and scholarships, as necessary to further the objects of KMEIA Inc,
- (n) to represent the views and interests of KMEIA Inc and to promote its objects in the community generally and with any body - private, public or governmental,
- (o) to co-operate or affiliate with other persons or bodies either generally or in respect of specific activities which KMEIA Inc considers will promote its objects,
- (p) to co-operate and affiliate with, and to seek recognition by the International Kodály Society and to be its representative or local branch in Australia; to send delegates to its meetings; to elect representatives to its governing body and committees; and, to generally participate in its activities in any part of the world,
- (q) to make donations for charitable purposes to advance culture and education,
- (r) to procure to KMEIA Inc to be recognised or registered in any country, state or place and to do all things necessary or desirable to enable it to effectually carry on business therein,
- (s) to permit groups of its members in a particular place or region to come together as an incorporated association of members to be styled as Branch of KMEIA Inc, for such purposes as KMEIA Inc may determine being within the objects of KMEIA Inc, and to withdraw such permission and to vary from time-to-time such terms and conditions,
- (t) to coordinate the activities of any of its Branches,
- (u) to do all or any of the above things in any part of Australia or elsewhere as principal, agent, partner, joint owner, manager, contractor, trustee or in any other capacity; by or through one or more trustees, agents, attorneys or otherwise; either alone or in conjunction with any other person or persons, firm or firms, company or companies or government or governments,
- (v) to do all such lawful acts, deeds, and things as are incidental or conducive to the attainment of the above objects or such acts, deeds and things as might be conducive to the progress and welfare of KMEIA Inc and its members, and
- (w) to pay all costs, charges and expenses incidental to the formation, establishment, and registration of KMEIA Inc.

2.2 So far as the same is authorised by the Act and in order to carry out its objects:

- (a) KMEIA Inc shall have the power to do anything whatsoever that a natural person could do and which it is lawful for an association to do, and
- (b) in particular, KMEIA Inc may do any act or keep any thing electronically, where that act may be done or thing may be kept in another way or form under this constitution.

- 2.3 KMEIA Inc must apply the profits (if any) or other income and property of KMEIA Inc solely towards the promotion of the objects of KMEIA Inc set out in clause 2.1 and no portion of it may be paid or transferred, directly or indirectly, to any member whether by way of dividend, bonus or otherwise except as bona fide compensation for services rendered or expenses incurred on behalf of KMEIA Inc. See Section 40 of the Act.
<https://www.legislation.nsw.gov.au/#/view/act/2009/7/part4/div3/sec40>
- 2.4 As part of achieving its objects under clause 2.1, KMEIA Inc is responsible for the policy, operation and administration of the Kodály affiliated do-re-mi Music for Children program. This includes the accreditation and certification process for do-re-mi teachers in Australia and setting the terms and conditions under which teachers may use the do-re-mi brand and teaching methods and materials. KMEIA Inc is responsible for setting the framework, operational rules and guidance (**Guidelines**) under which Branches may participate in the do-re-mi program. KMEIA Inc will make the Guidelines available to Branches and notify the Branches of changes to those Guidelines if changes occur.

Part 3 Membership

3. Membership generally

- 3.1 A person is eligible to be a member of KMEIA Inc if:
- (a) the person is a natural person, and
 - (b) the person has applied for and been approved for membership of KMEIA Inc in accordance with clause 5.

4. Classes of membership

- 4.1 The membership of KMEIA Inc shall consist of:
- (a) ordinary members,
 - (b) honorary life members,
 - (c) associate members (if any), and
 - (d) financial members,
- where all members who are neither honorary life members, associate members, or unfinancial members are ordinary members.

4.2 In recognition of service and a significant contribution:

- (a) on the nomination of a member of the Council and with the support of at least three-quarters of the votes of the Council, a member of KMEIA Inc shall become an honorary life member of KMEIA Inc; and
- (b) on the nomination of a member of a committee of a Branch and with the support of at least three-quarters of the votes of that committee, a member of that Branch shall become an honorary life member of that Branch and of KMEIA Inc.

Note: *Where a committee of a Branch elects an honorary life member, that Branch shall notify, in writing, the Council of KMEIA Inc of that honorary life membership in order to give effect to the life membership of KMEIA Inc.*

All nominations must be accompanied by a citation outlining the outstanding service of the member.

4.3 The Council may from time to time determine any category of members to comprise KMEIA Inc's class of associate membership, which shall be entitled to all the rights and privileges of KMEIA Inc except voting rights in all contexts. In particular, the Council may determine a category of student membership, concessional/retired membership, and/or corporate/family membership, to comprise the associate membership (referred to in clauses 4.4, 4.5 and 4.6, respectively).

4.4 If the Council determines, any person who is under the age of 19 years or who is a full-time tertiary undergraduate student may apply to be an associate member.

4.5 If the Council determines, any person who is:

- (a) a concession card holder, and/or
 - (b) retired from the workforce,
- may apply to be an associate member.

4.6 If the Council determines, any person who is:

- (a) a member of a corporation or other organisation another member of which is or also wishes to become a member of KMEIA Inc, and/or
 - (b) a member of a family, another member of which is or also wishes to become a member of KMEIA Inc
- may apply to be an associate member.

4.7 An unfinancial member shall be subject to all the duties and obligations of the class of membership which they held before they became an unfinancial member by operation of clause 9.3.

4.8 A personal email address is preferred for all Members and Associate Members.

5. Application for membership

- 5.1 An application of a person for ordinary or any associate membership of KMEIA Inc:
- (a) must be made through online application on KMEIA Inc's website or by email or by writing to the national administrator using the membership form available on the website or any form determined by the Council,
 - (b) must nominate the class of membership for which application is made, and
 - (c) must be accompanied by the membership fee determined by the Council under clause 9.1,
 - (d) must be lodged with the national administrator of KMEIA Inc or through any online medium determined by the Council,
 - (e) the applicant's personal email address is preferred for all members and associate members.
- 5.2 The national administrator must, on receipt of an application and payment by the applicant of the membership fee referred to in clause 5.1, enter or cause to be entered the applicant's name in the register of members and, on the name being so entered, the applicant becomes a member of KMEIA Inc.
- 5.3 For the avoidance of doubt the obligations of the national administrator under this clause may be delegated or outsourced.
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6. Cessation of membership

- 6.1 A person ceases to be a member of KMEIA Inc if the person:
- (a) dies, or
 - (b) resigns membership by written or electronic notice to the national administrator,
 - (c) is expelled from KMEIA Inc, or
 - (d) fails to pay the annual membership fee under clause 9.2 within 3 months after the fee is due.
- 6.2 If a member of KMEIA Inc ceases to be a member under clause 6.1, the national administrator must make an appropriate entry in the register of members recording the date on which the member ceased to be a member.
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7. Membership entitlements not transferable

- 7.1 A right, privilege or obligation which a person has by reason of being a member of KMEIA Inc:
- (a) is not capable of being transferred or transmitted to another person, and
 - (b) terminates on cessation of the person's membership.

8. Register of members

- 8.1 The national administrator is responsible for maintaining the register of members of KMEIA Inc in electronic form, inserting the name, postal, residential or email address of each person who is a member of KMEIA Inc together with the date on which the person became a member and their class of membership.
- 8.2 The register of members must be kept in New South Wales in electronic form which is convertible to hard copy:
- (a) at the main premises of KMEIA Inc, or
 - (b) if KMEIA Inc has no premises, at KMEIA Inc's official address.
- The electronic register of members must be available for inspection, free of charge, by any member of KMEIA Inc at any reasonable hour by request to the national administrator but only the names of members may be provided.
- 8.3 A member of KMEIA Inc may obtain a copy of names in any part of the register on payment of a fee of \$1 for each page copied plus postage.
- 8.4 To assist in protecting KMEIA members, other information on the register must not be made available without the express permission of the person named.
- 8.5 A member must not use information about a person obtained from the register to contact or send material to the person, other than for:
- (a) the purposes of sending the person a newsletter, a notice in respect of a meeting or other event relating to KMEIA Inc or other material relating to KMEIA Inc, or
 - (b) any other purpose necessary to comply with a requirement of the Act or the Regulations.
- 8.6 For the avoidance of doubt the obligations of the national administrator under this clause may be outsourced.

9. Fees and subscriptions

- 9.1 A member of KMEIA Inc must, with their application for membership, pay to KMEIA Inc the membership fee determined by the Council for the relevant class of membership.
- 9.2 In addition to any amount payable by the member under clause 9.1, an ordinary member and any associate member of KMEIA Inc must pay to KMEIA Inc an annual membership fee determined by the Council. Annual membership fees shall become due and payable on each anniversary of the member's initial joining date.

- 9.3 If a member does not pay their initial or any subsequent annual membership fees as required under clause 9.2, that person shall become an unfinancial member and shall cease to have the rights and privileges of a member, but shall remain subject to the obligations and responsibilities of membership until the expiration of 3 months following the day on which their annual membership fee became due and payable at which time the person shall cease to be a member.
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10. Members' liabilities

- 10.1 The liability of a member of KMEIA Inc to contribute towards the payment of the debts and liabilities of KMEIA Inc or the costs, charges and expenses of the winding up of KMEIA Inc is limited to the amount, if any, unpaid by the member in respect of membership of KMEIA Inc as required by clause 9.
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11. Resolution of disputes

- 11.1 A dispute between a member and another member (in their capacity as members) of KMEIA Inc, or a dispute between a member or members and KMEIA Inc, are to be referred to a community justice centre for mediation under the *Community Justice Centres Act 1983* (NSW).
- 11.2 If a dispute is not resolved by mediation within 3 months of the referral to a community justice centre, the dispute is to be referred to arbitration.
- 11.3 The *Commercial Arbitration Act 2010* (NSW) applies to a dispute referred to arbitration.
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12. Disciplining of members

- 12.1 A complaint may be made to the Council by any person that a member of KMEIA Inc:
- (a) has refused or neglected to comply with a provision or provisions of this constitution, or
 - (b) has wilfully acted in a manner prejudicial to the interests of KMEIA Inc.
- 12.2 The Council may refuse to deal with a complaint if it considers the complaint to be trivial or vexatious in nature.
- 12.3 If the Council decides to deal with the complaint, the Council:
- (a) must cause notice of the complaint to be served on the member concerned,

- (b) must give the member at least 14 days from the time the notice is served within which to make submissions to the Council in connection with the complaint, and
 - (c) must take into consideration any submissions made by the member in connection with the complaint.
 - 12.4 The Council may, by resolution, expel the member from KMEIA Inc or suspend the member from membership of KMEIA Inc if, after considering the complaint and any submissions made in connection with the complaint, it is satisfied that the facts alleged in the complaint have been proved and the expulsion or suspension is warranted in the circumstances.
 - 12.5 If the Council expels or suspends a member, the secretary must, within 7 days after the action is taken, cause written notice to be given to the member of the action taken, of the reasons given by the Council for having taken that action and of the member's right of appeal under clause 13.
 - 12.6 For the avoidance of doubt the obligations of the secretary under this clause may be outsourced.
 - 12.7 The expulsion or suspension does not take effect:
 - (a) until the expiration of the period within which the member is entitled to appeal against the resolution concerned, or
 - (b) if within that period the member exercises the right of appeal, unless and until KMEIA Inc confirms the resolution under clause 13, whichever is the later.
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13. Right of appeal of disciplined member

- 13.1 A member may appeal to KMEIA Inc in general meeting against a resolution of the Council under clause 12, within 7 days after notice of the resolution is served on the member, by lodging with the secretary a notice to that effect.
- 13.2 The notice may, but need not, be accompanied by a statement of the grounds on which the member intends to rely for the purposes of the appeal.
- 13.3 On receipt of a notice from a member under clause 13.1, the secretary must notify the Council which is to convene a general meeting of KMEIA Inc to be held within 28 days after the date on which the secretary received the notice.
- 13.4 At a general meeting of KMEIA Inc convened under clause 13.3:
 - (a) no business other than the question of the appeal is to be transacted,
 - (b) the Council and the member must be given the opportunity to state their respective cases orally or in writing, or both, and
 - (c) the members present are to vote by secret ballot on the question of whether the resolution should be confirmed or revoked.
- 13.5 The appeal is to be determined by a simple majority of votes cast by members of KMEIA Inc.

14. Powers of the Council

- 14.1 Subject to the Act, the Regulations and this constitution and to any resolution passed by KMEIA Inc in general meeting, the Council:
- (a) is to control and manage the affairs of KMEIA Inc,
 - (b) may exercise all such functions as may be exercised by KMEIA Inc, other than those functions that are required by this constitution to be exercised by a general meeting of members of KMEIA Inc, and
 - (c) has power to perform all such acts and do all such things as appear to the Council to be necessary or desirable for the proper management of the affairs of KMEIA Inc.
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15. Composition and membership of Council

- 15.1 The Council is to consist of 15 members, comprising:
- (a) The five office-bearers of KMEIA Inc
 - (b) the six Branch presidents (or their nominees who must be branch committee members), and
 - (c) Four Ordinary Council members.
- 15.2 The election and appointment of officer-bearers and ordinary Council members will occur at every second annual general meeting of KMEIA Inc commencing in 2016 as follows:
- (a) office-bearers and all ordinary Council members will be elected for a 2 year term;
 - (b) the immediate past president will be appointed as a Councillor for a 2 year term by virtue of their previous elected position;
 - (c) Branch presidents (or their nominees) become members of National Council immediately on election as branch president and end immediately upon ceasing to be branch president or ceasing to be the president's nominee.
- 15.3 Up to three additional Council members may from time to time be co-opted for specific purposes by resolution of the Council, and they will hold office until the end of the following annual general meeting.

15.4 The office-bearers of KMEIA Inc are as follows:

- (a) the president,
- (b) the immediate past president (ex officio),
- (c) the vice-president,
- (d) the treasurer, and
- (e) the secretary,

each of whom should usually have served on Council for at least one 2 year term.

15.5 A Council member may hold up to 2 offices (other than both the president and vice president offices)

15.6 Members of the Council are, subject to this constitution, eligible for re-election as follows:

- (a) for ordinary Council members, there is no limitation on the number of times they may be re-elected;
- (b) for the president, vice president, secretary and treasurer, they shall only be eligible for re-election for up to three two-year terms (including the initial term) and, thereafter, will become re-eligible for election after a further 2 years have passed, and
- (c) branch presidents (or their nominees) become Council members immediately upon being elected president, or they may nominate a committee member of their branch as their nominee. Their appointment will end immediately upon ceasing to be Branch president or ceasing to be the president's nominee.

15.7 Deanna Beryl Hoermann shall hold the title of 'Founder of the Institute' and, provided that she remains a member of KMEIA Inc, she shall be entitled to attend and speak at all:

- (a) meetings of the Council and Committee meetings, and
- (b) Branch meetings.

15.8 A Branch president may nominate for an office bearer position, and if elected will be replaced in the Branch president group by the Branch president's nominee as described in clause 15.1.

16. Election of Council members

- 16.1 Nominations of candidates for election as office-bearers of KMEIA Inc or as ordinary Council members:
- (a) must be made in writing, signed by 2 members of KMEIA Inc and accompanied by the written consent of the candidate (which may be endorsed on the form of the nomination), and
 - (b) must be delivered to the national administrator of KMEIA Inc at least 7 days before the date fixed for the holding of the annual general meeting at which the election is to take place.
 - (c) for the avoidance of doubt the obligations of the national administrator under this clause may be outsourced
- 16.2 If insufficient nominations are received to fill all vacancies on the Council, the candidates nominated are taken to be elected and further nominations are to be received at the annual general meeting.
- 16.3 If insufficient further nominations are received, any vacant positions remaining on the Council are taken to be casual vacancies.
- 16.4 If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated are taken to be elected.
- 16.5 If the number of nominations received exceeds the number of vacancies to be filled, a ballot is to be held.
- 16.6 The ballot for the election of office-bearers and ordinary Council members of the Council is to be conducted at the annual general meeting in such usual and proper manner as the Council may direct.
- 16.7 A person nominated as a candidate for election as an office-bearer or as an ordinary Council member of KMEIA Inc must be a member of KMEIA Inc.
- 16.8 This clause 16 has effect subject to the operation of clause 21.9(c).
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17. Secretary

- 17.1 The secretary of KMEIA Inc must, as soon as practicable after being appointed as secretary, lodge notice with KMEIA Inc of his or her address.
- 17.2 It is the duty of the secretary to keep minutes of:
- (a) all appointments of office-bearers and members of the Council,
 - (b) the names of members of the Council present at a Council meeting or a general meeting, and

- (c) all proceedings at Council meetings and general meetings.
 - 17.3 Minutes of proceedings at a meeting must be approved by the chairperson of the meeting or by the chairperson of the next succeeding meeting.
 - 17.4 The signature of the chairperson may be transmitted by electronic means for the purpose of subclause 17.3.
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18. Treasurer

- 18.1 It is the duty of the treasurer of KMEIA Inc to ensure:
 - (a) that all money due to KMEIA Inc is collected and received and that all payments authorised by KMEIA Inc are made, and
 - (b) that correct books and accounts are kept showing the financial affairs of KMEIA Inc, including full details of all receipts and expenditure connected with the activities of KMEIA Inc.
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19. Casual Vacancies

- 19.1 In the event of a casual vacancy occurring in the membership of the Council, the Council may appoint a member of KMEIA Inc to fill the vacancy and the member so appointed is to hold office, subject to this constitution, until the conclusion of that two year term.
- 19.2 A casual vacancy in the office of a member of the Council occurs if the member:
 - (a) dies,
 - (b) ceases to be a member of KMEIA Inc,
 - (c) becomes an insolvent under administration within the meaning of the Corporations Act 2001 of the Commonwealth,
 - (d) resigns office by notice in writing given to the national administrator,
 - (e) is removed from office under clause 20,
 - (f) becomes a mentally incapacitated person,
 - (g) is absent without the written consent of the Council from 3 consecutive meetings of the Council,
 - (h) is convicted of an offence involving fraud or dishonesty for which the maximum penalty on conviction is imprisonment for not less than 3 months, or
 - (i) is prohibited from being a director of a company under Part 2D.6 (Disqualification from managing corporations) of the *Corporations Act 2001* (Cth).

20. Removal of Council members

- 20.1 KMEIA Inc in general meeting may by resolution remove any member of the Council from the office of member before the expiration of the member's term of office and may by resolution appoint another person to hold office until the expiration of the term of office of the member so removed.
 - 20.2 If a member of the Council, to whom a proposed resolution referred to in clause 21 relates, makes representations in writing to the secretary or president (not exceeding a reasonable length) and requests that the representations be notified to the members of KMEIA Inc, the secretary or the president may send a copy of the representations to each member of KMEIA Inc or, if the representations are not so sent, the member is entitled to require that the representations be read out at the meeting at which the resolution is considered.
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21. Council meetings and quorum

- 21.1 The Council must meet at least 4 times in each period of 12 months at such place and time as the Council may determine
- 21.2 Additional meetings of the Council may be convened by the president or by any member of the Council.
- 21.3 Subject to clause 21.14, oral or written notice of a meeting of the Council must be given by the secretary to each member of the Council, and should she remain a member of KMEIA Inc Deanna Beryl Hoermann, at least 48 hours (or such other period as may be unanimously agreed on by the members of the Council) before the time appointed for the holding of the meeting.
- 21.4 Notice of a meeting given under clause 21.3 must specify the general nature of the business to be transacted at the meeting and no business other than that business is to be transacted at the meeting, except business which the Council members present at the meeting unanimously agree to treat as urgent business.
- 21.5 Fifty one percent of members of the Council constitute a quorum for the transaction of the business of a meeting of the Council.
- 21.6 No business is to be transacted by the Council unless a quorum is present and if, within half an hour of the time appointed for the meeting, a quorum is not present, the meeting is to stand adjourned to the same place and at the same hour of the same day in the following week.
- 21.7 If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting is to be dissolved.

- 21.8 At a meeting of the Council:
- (a) the president or, in the president's absence, the vice-president is to preside, or
 - (b) if the president and the vice-president are absent or unwilling to act, such one of the remaining members of the Council as may be chosen by the members present at the meeting is to preside.
- 21.9 No Councillor shall be:
- (a) entitled to vote at any Council meeting,
 - (b) entitled to vote at any Committee meeting, or
 - (c) elected as an office bearer, unless the Councillor's annual membership fee / subscription has been paid for the current financial year.
- 21.10 Council resolutions by email. A resolution in writing signed by all Councillors, for the time being entitled to receive notice of a meeting of the council:
- (a) shall be as valid and effectual as if it had been passed at a duly convened and held meeting of the council, and
 - (b) may consist of several documents in like form each signed by one or more Councillors.
- 21.11 A meeting of the council shall be held immediately after the close of KMEIA Inc's annual general meeting, and no notice need be given of that meeting of the council. Further, and for the avoidance of doubt, the office bearers shall hold office until the election of their successors, provided that they continue to be members of KMEIA Inc and the council.
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22. Disclosure of Interest

22.1 **Disclosure of Interest** If:

- (a) a Councillor has a direct or indirect interest in a matter being considered or about to be considered at a meeting of the Council, and
- (b) the interest appears to raise a conflict with the proper performance of the Councillor's duties in relation to the consideration of the matter, the Councillor must, as soon as possible after the relevant facts have come to the Councillor's knowledge, disclose the nature of the interest at a meeting of the Council.

- 22.2 A disclosure by a Councillor at a Council meeting that the Councillor:
- (a) is a member, or
 - (b) is in the employment of, a specified company or other body, or
 - (c) is a partner, or is in the employment, of a specified person, or
 - (d) has some other specified interest relating to a specified company or other body or to a specified person,
- is a sufficient disclosure of the nature of the interest in any matter relating to that company or other body or to that person that may arise after the date of the disclosure and that is required to be disclosed under clause 22.1.
- 22.3 Particulars of any disclosure of interests made under Clauses 22.1 and 22.2 must be recorded by the Council in a book kept for that purpose. It will be in electronic form which must be convertible to hard copy. The electronic version (with hard copy availability) must be available for inspection and must be kept in New South Wales at the main premises of KMEIA Inc, or if KMEIA Inc has no premises, at KMEIA Inc's official address. Access must be with the approval of the President or National Administrator.
- 22.4 The electronic record of disclosure of interest must be available at all reasonable hours to inspection by any member of the association on payment of the fee determined by the Council (but not exceeding the maximum fee prescribed by the regulations). The electronic record must be kept at the same address as the register of council members, and may be provided electronically by the National Administrator with the approval of the President.
- 22.5 The Council member must not, unless the council otherwise determines:
- (a) be present during any deliberation of the council with respect to the matter, or
 - (b) take part in any decision of the council with respect to the matter.
- 22.6 For the purposes of the making of a determination by the Council under clause 22.1, a Councillor who has a direct or indirect interest in a matter to which the disclosure relates must not:
- (a) be present during any deliberation of the Council for the purpose of making the determination, or
 - (b) take part in the making by the Council of the determination.
-

23 Dishonest use of information

- 23.1 A committee member or former committee member of an association who uses information obtained as a committee member dishonestly with the intention directly or indirectly of:
- (a) gaining an advantage for himself or herself or for any other person, or
 - (b) causing detriment to the association,
- is guilty of an offence.
-

24. Committees of Council

- 24.1 The Council may, by instrument in writing, delegate to one or more Committees (consisting of such member or members of KMEIA Inc as the Council thinks fit) the exercise of such of the functions of the Council as are specified in the instrument, other than:
- (a) this power of delegation, and
 - (b) a function which is a duty imposed on the Council by the Act or by any other law.
- 24.2 A function the exercise of which has been delegated to a Committee under this clause 24 may, while the delegation remains unrevoked, be exercised from time to time by the Committee in accordance with the terms of the delegation.
- 24.3 A delegation under this clause 24 may be made subject to such conditions or limitations as to the exercise of any function, or as to time or circumstances, as may be specified in the instrument of delegation.
- 24.4 Despite any delegation under this clause 24, the Council may continue to exercise any function delegated.
- 24.5 Any act or thing done or suffered by a Committee acting in the exercise of a delegation under this clause 24 has the same force and effect as it would have if it had been done or suffered by the Council.
- 24.6 No business is to be transacted by the committee unless a quorum is present. If a quorum is not present the meeting is to be re-scheduled.
- 24.7 The Council may, by instrument in writing, revoke wholly or in part any delegation under this clause 24.
- 24.8 A Committee may meet and adjourn as it thinks proper.
- 24.9 **Use of technology:**
- (a) Council and council committee meetings may be held at 2 or more venues using any technology approved by the council that gives each of the council or committee members a reasonable opportunity to participate; and
 - (b) a council or council committee member who participates in a committee meeting using that technology is taken to be present at the meeting and, if the member votes at the meeting, is taken to have voted in person.
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25. Advisory bodies

- 25.1 The Council may establish advisory bodies to:
- (a) assist in the promotion of the objects of KMEIA Inc,
 - (b) tender advice to the Council on any matter, and
 - (c) make suggestions to the Council as to suitable members to be co-opted to the Council.

26. Voting and decisions

- 26.1 Questions arising at a meeting of the Council or of any Committee appointed by the Council are to be determined by a majority of the votes of members of the Council or Committee present at the meeting.
 - 26.2 Each member present at a meeting of the Council or of any Committee appointed by the Council (including the person presiding at the meeting) is entitled to one vote but, in the event of an equality of votes on any question, the person presiding may exercise a second or casting vote.
 - 26.3 Subject to clause 21.5, the Council may act despite any vacancy on the Council.
 - 26.4 Any act or thing done or suffered, or purporting to have been done or suffered, by the Council or by a Committee appointed by the Council, is valid and effectual despite any defect that may afterwards be discovered in the appointment or qualification of any member of the Council or Committee.
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Part 5 Branches

27. Establishment of Branches

27.1 The Council may:

- (a) permit groups of KMEIA Inc's members, in any particular place or region, to come together as an incorporated association of members, to be styled as a 'Branch' of KMEIA Inc, for such purposes as the Council may determine consistent with the objects of KMEIA Inc,
- (b) require Branches to pay fees on a per capita or other basis determined by KMEIA Inc,
- (c) co-ordinate the activities of any Branch, and
- (d) make grants of money, material or other assistance to any Branch.

27.2 In permitting any group of KMEIA Inc's members a charter to form a Branch, the Council may:

- (a) impose such terms and conditions upon the Branch, including upon the Branch's rules and in respect of the management of the Branch's finances and operations, as the Council deems fit, and
- (b) vary such terms and conditions, from time to time, as the Council deems fit.

27.3 The Council may withdraw a charter to form a Branch.

27.4 A Branch shall:

- (a) be responsible for its own management and control, consistent with any terms and conditions imposed under clause 27.2
-

28. Operation of Branches

28.1 Each Branch established under clause 27 must:

- (a) conduct regular meetings at which minutes of meetings and financial statements are tabled, and reports are received on:
 - (i) the Branch's operations;
 - (ii) any Chapters established under clause 27;
 - (iii) the Branches do-re-mi program (if applicable)
- (b) forward copies of the meeting agendas, minutes of meetings and financial statements to the national administrator of KMEIA Inc within 1 month of each meeting for the information of the Council and for the purpose of keeping national records,

- (c) conduct a Branch annual general meeting during November of each year to:
 - (i) elect office bearers and members of the Branch's committee, and
 - (ii) receive the:
 - (A) Branch President's annual report, and
 - (B) The Branch's audited financial statement, and
- (d) forward copies of the:
 - (A) Branch President's annual report, and
 - (B) The Branch's audited financial statement,to the national administrator of KMEIA Inc within 14 days of the Branch annual general meeting

Note: KMEIA Inc's accounting and audit obligations are set out in more detail in clause 48

29. Representation of Kodály

- 29.1 No member of KMEIA Inc may be a member or continue to be a member of a group, association or corporation using or including in its name the word 'Kodály' or purporting to promote, teach or follow the methods of Zoltan Kodály, without the consent of the Council.
 - 29.2 For the avoidance of doubt, any breach of the requirements of clause 29.1 is deemed to be a wilful action prejudicial to the interests of KMEIA Inc under clause 12.1(b).
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Part 6 General meetings

30. General meetings

30.1 All General Meetings may be conducted by electronic means.

31. Annual general meetings — holding of

31.1 KMEIA Inc must hold its first annual general meeting within 18 months after its registration under the Act.

31.2 KMEIA Inc must hold its annual general meetings:

- a) between the 1st day of January and the 31st day of March in each year, or
 - b) within such later time as may be allowed by the Director-General or prescribed by the Regulations.
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32. Annual general meetings—calling of and business at

32.1 The annual general meeting of KMEIA Inc is, subject to the Act and to clause 28.1 (c), to be convened on such date and at such place and time as the Council thinks fit.

32.2 In addition to any other business which may be transacted at an annual general meeting, the business of an annual general meeting is to include the following:

- (a) to confirm the minutes of the last preceding annual general meeting and of any special general meeting held since that meeting,
- (b) to receive from the Council reports on the activities of KMEIA Inc during the last preceding financial year,
- (c) to elect office-bearers of KMEIA Inc and ordinary Council members,
- (d) to receive and consider the annual audited financial statements and any other financial statements or reports required to be submitted to members under the Act.

32.3 An annual general meeting must be specified as such in the notice convening it.

33. Special general meetings—calling of

- 33.1 The Council may, whenever it thinks fit, convene a special general meeting of KMEIA Inc.
- 33.2 The Council must, on the requisition in writing of at least 5 per cent of the total number of members, convene a special general meeting of KMEIA Inc.
- 33.3 A requisition of members for a special general meeting:
- (a) must state the purpose or purposes of the meeting,
 - (b) must be in writing,
 - (c) must be signed by the members making the requisition,
 - (d) must be lodged with the secretary, and
 - (e) may consist of several documents in a similar form, each signed by one or more of the members making the requisition.
- 33.4 If the Council fails to convene a special general meeting to be held within 1 month after that date on which a requisition of members for the meeting is lodged with the secretary, any one or more of the members who made the requisition may convene a special general meeting to be held not later than 3 months after that date.
- 33.5 A special general meeting convened by a member or members as referred to in sub-clause 30 must be convened as nearly as is practicable in the same manner as general meetings are convened by the Council.
- 33.6 For the purposes of sub-clause 30
- (a) a requisition may be in electronic form, and
 - (b) a signature may be transmitted, and a requisition may be lodged by electronic means
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34. Notices

- 34.1 Except if the nature of the business proposed to be dealt with at a general meeting requires a special resolution of KMEIA Inc, the secretary must, at least 14 days before the date fixed for the holding of the general meeting, give notice to each member specifying the place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.
- 34.2 If the nature of the business proposed to be dealt with at a general meeting requires a special resolution of KMEIA Inc, the secretary must, at least 21 days before the date fixed for the holding of the general meeting, cause notice to be given to each member specifying, in addition to the matter required under clause 33, the intention to propose the resolution as a special resolution.

Note - A special resolution must be passed in accordance with [section 39](#) of the Act.

- 34.3 No business other than that specified in the notice convening a general meeting is to be transacted at the meeting except, in the case of an annual general meeting, business which may be transacted under clause 29.2.
- 34.4 A member desiring to bring any business before a general meeting may give notice in writing of that business to the secretary who must include that business in the next notice calling a general meeting given after receipt of the notice from the member.
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35. Quorum for general meetings

- 35.1 No item of business is to be transacted at a general meeting unless a quorum of members entitled under this constitution to vote is present during the time the meeting is considering that item.
- 35.2 Twelve members present (being members entitled under this constitution to vote at a general meeting) constitute a quorum for the transaction of the business of a general meeting.
- 35.3 If within half an hour after the appointed time for the commencement of a general meeting a quorum is not present, the meeting:
- (a) if convened on the requisition of members, is to be dissolved, and
 - (b) in any other case, is to stand adjourned to the same day in the following week at the same time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to members given before the day to which the meeting is adjourned) at the same place.
- 35.4 If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the members present (being at least 3) are to constitute a quorum.
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36. Presiding member

- 36.1 The president or, in the president's absence, the vice-president, is to preside as chairperson at each general meeting of KMEIA Inc.
- 36.2 If the president and the vice-president are absent or unwilling to act, the members present must elect one of their number to preside as chairperson at the meeting.
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37. Adjournment

- 37.1 The chairperson of a general meeting at which a quorum is present may, with the consent of the majority of members present at the meeting, adjourn the meeting from time to time and place to place, but no business is to be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
- 37.2 If a general meeting is adjourned for 14 days or more, the secretary must give written or oral notice of the adjourned meeting to each member of KMEIA Inc stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.
- 37.3 Except as provided in clauses 35, notice of an adjournment of a general meeting or of the business to be transacted at an adjourned meeting is not required to be given.
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38. Making of decisions

- 38.1 A question arising at a general meeting of KMEIA Inc is to be determined by either:
- (a) show of hands, or
 - (b) if on the motion of the chairperson or if 5 or more members present at the meeting decide that the question should be determined by a written ballot—a written ballot.
- 38.2 If the question is to be determined by a show of hands, a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, or an entry to that effect in the minute book of KMEIA Inc, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
- 38.3 If the question is to be determined by a written ballot, the ballot is to be conducted in accordance with the directions of the chairpersons.
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39. Special resolutions

- 39.1 A special resolution may only be passed by KMEIA Inc in accordance with [section 39](#) of the Act
- 39.2 This Constitution can only be amended, repealed or replaced by a special resolution passed by KMEIA Inc and in accordance with both the requirements of [Part 2, Division 2](#) of the Act and the requirements of any taxation concessions or endorsements held by KMEIA Inc at the relevant time.
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40. Voting

- 40.1 On any question arising at a general meeting of KMEIA Inc a financial member has one vote only.
 - 40.2 In the case of an equality of votes on a question at a general meeting, the chairperson of the meeting is entitled to exercise a second or casting vote.
 - 40.3 An unfinancial member is not entitled to vote at any general meeting of KMEIA Inc unless all money due and payable by the member to KMEIA Inc has been paid.
 - 40.4 A member is not entitled to vote at any general meeting of KMEIA Inc if
 - (a) the member is under 18 years of age.
 - (b) is an associate member is not entitled. Clause 4.3 applies.
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41. Proxy votes not permitted

- 41.1 Proxy voting must not be undertaken at or in respect of a general meeting other than the annual general meeting.
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42. Postal or electronic ballots

- 42.1 KMEIA Inc may hold a postal or electronic ballot to determine any issue or proposal (other than an appeal under clause 13).
 - 42.2 A postal or electronic ballot is to be conducted in accordance with [Schedule 3](#) to the Regulations, in which case the ballot paper may be sent by pre-paid post or electronic means
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Part 7 Miscellaneous

43. Insurance

- 43.1 KMEIA Inc may effect and maintain insurance.
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44. Indemnity

- 44.1 Every Councillor, employee or agent of KMEIA Inc shall be indemnified out of the property and assets of KMEIA Inc against any liability incurred by the Councillor, employee or agent in their respective capacities:
- (a) in defending any proceedings, whether civil or criminal, in which judgment is given in the Councillor, employee or agent's favour,
 - (b) in defending any proceedings, whether civil or criminal, in which the Councillor, employee or agent is acquitted, or
 - (c) in connection with any application in relation to proceedings mentioned in paragraphs (a) and (b) in which relief is granted to the Councillor, employee or agent by a court.
- 44.2 KMEIA Inc shall indemnify its Councillors and employees against all damages and costs, including legal costs, for which any Councillor or employee may be or becomes liable to any third party in consequence of any act or omission except wilful misconduct:
- (a) in the case of a Councillor, performed or made whilst acting on behalf of and with the authority, express or implied, of KMEIA Inc, and
 - (b) in the case of an employee, performed or made in the course of and within the scope of the employee's employment by KMEIA Inc.
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45. Funds—source

- 45.1 The funds of KMEIA Inc are to be derived from entrance fees and annual subscriptions of members, donations and, subject to any resolution passed by KMEIA Inc in general meeting, such other sources as the Council determines.
- 45.2 All money received by KMEIA Inc must be deposited as soon as practicable and without deduction to the credit of KMEIA Inc's bank or other authorised deposit-taking institution account.
- 45.3 KMEIA Inc must, as soon as practicable after receiving any money, issue an appropriate receipt.
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46. Funds—management

- 46.1 Subject to any resolution passed by KMEIA Inc in general meeting, the funds of KMEIA Inc are to be used in pursuance of the objects of KMEIA Inc in such manner as the Council determines.
- 46.2 All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by any 2 of the authorised signatories, provided that Council may by regulation open special purpose accounts with a more restricted list of permissible signatories.

47. Association is non-profit

Subject to the Act and the Regulation, the association must apply its funds and assets solely in pursuance of the objects of the association and must not conduct its affairs so as to provide a pecuniary gain for any of its members.

Note. [Section 5](#) of the Act defines pecuniary gain for the purpose of this clause.

48. Accounts and audits

- 48.1 The Council shall:
- (a) cause proper accounting and other records to be kept, and
 - (b) make audited records available to all members after the adoption of such audited records at the annual general meeting.
- 48.2 In order to satisfy the obligations of this clause 48, a properly qualified auditor, being a Chartered Practising Accountant or equivalent, shall be appointed by the Council.
- 48.3 The Council shall, from time to time, determine by resolution at what times and places and under what conditions and regulations the accounting and other records of KMEIA Inc shall be open to the inspection of members not being members of the Council.

49. Establishment of Gift Fund

- 49.1 KMEIA Inc may apply to the Australian Taxation Office and/or other relevant regulatory bodies for Deductible Gift Recipient Status and, upon endorsement, establish and maintain a gift fund ("**Gift Fund**"):
- (a) to which gifts of money or property for the fulfilment of the objects of KMEIA Inc are to be made; and

- (b) to which any money received by the KMEIA Inc because of such gifts is to be credited (including, but not limited to, money from interest on gifts, income derived from gifts and money from the realisation of gifts).
 - 49.2 The name of the Gift Fund is the " Kodály Music Institute of Australia Gift Fund".
 - 49.3 For the purpose of establishing the Gift Fund, KMEIA Inc must establish a separate bank account in the name of the Gift Fund.
 - 49.4 The Gift Fund will be managed by the Council.
 - 49.5 The release of monies and sale of assets from the Gift Fund must be authorised by the Council.
 - 49.6 KMEIA Inc may invite members of the public to make gifts of money or property to the Gift Fund provided that it is in accordance with the law.
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50. Use of Gift Fund

- 50.1 KMEIA Inc must use the following only in the furtherance of its objects:
 - (a) gifts made to the Gift Fund; and
 - (b) any money received because of such gifts. This includes the proceeds of sale of gifted property and investment returns (including interest and rents) from gifted money and property.
 - 50.2 No part of the Gift Fund's income or property may be paid or otherwise distributed, directly or indirectly, to any member or the Council.
 - 50.3 Details of the Gift Fund (including all uses of its monies) must be properly recorded in records maintained by KMEIA Inc.
 - 50.4 Gifts of property to the Gift Fund must be specifically identified as gifts to the Gift Fund.
 - 50.5 KMEIA Inc may use the Gift Fund to pay for reasonable costs and expenses expressly relating to the administration of the Gift Fund.
 - 50.6 KMEIA Inc must issue a receipt to the donor of gifts to the Gift Fund. A receipt must state:
 - (a) the name of the Gift Fund;
 - (b) the ABN of KMEIA Inc (if applicable); and
 - (c) the fact that the receipt is for a gift.
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51. Winding up of Gift Fund

51.1 At the earlier of either:

- (a) the winding up of the Gift Fund; or
- (b) the revocation of KMEIA Inc's endorsement as a Deductible Gift Recipient, any surplus assets of the Gift Fund remaining after payment of liabilities attributable to it shall be transferred to a fund, authority or institution whose objects are similar to those in clause 2.1 and which has Deductible Gift Recipient Status.

51.2 If KMEIA Inc is wound up, clause 57 will apply.

52. Change of name, objects and constitution

52.1 An application to the Director-General for registration of a change in KMEIA Inc's name, objects or constitution in accordance with [section 10](#) of the Act is to be made by the public officer or a Council member.

53. Custody of books etc

53.1 Except as otherwise provided by this constitution, the public officer must keep in his or her custody or under his or her control all records, books and other documents relating to KMEIA Inc.

54. Inspection of books etc

54.1 The following documents must be open to inspection, free of charge, by a member of KMEIA Inc at any reasonable hour:

- (a) records, books and other financial documents of KMEIA Inc,
- (b) this constitution,
- (c) minutes of all Council meetings and general meetings of KMEIA Inc.

54.2 A member of KMEIA Inc may obtain an electronic copy of any of the documents referred to in clause 54.1 on request. When a hard copy is required a fee of \$1 for each page, and in addition postage and handling costs

55. Service of notices

- 55.1 For the purpose of this constitution, a notice may be served on or given to a person:
- (a) by delivering it to the person personally, or
 - (b) by sending it by pre-paid post to the address of the person, or
 - (c) by sending it by facsimile transmission or some other form of electronic transmission to an address specified by the person for giving or serving the notice.
- 55.2 For the purpose of this constitution, a notice is taken, unless the contrary is proved, to have been given or served:
- (a) in the case of a notice given or served personally, on the date on which it is received by the addressee, and
 - (b) in the case of a notice sent by pre-paid post, on the date when it would have been delivered in the ordinary course of post, and
 - (c) in the case of a notice sent by facsimile transmission or some other form of electronic transmission, on the date it was sent or, if the machine from which the transmission was sent produces a report indicating that the notice was sent on a later date, on that date.
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56. Financial year

- 56.1 The financial year of KMEIA Inc is the period of time commencing on 1 October in each year and ending on the following 30 September, inclusive.
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57. Winding up

- 57.1 Every member of KMEIA Inc undertakes to contribute to the assets of KMEIA Inc in the event that it is being wound up while the person is a member, or within one year after the person ceases to be a member, for payment of:
- (a) debts and liabilities of KMEIA Inc contracted before the time at which the person ceases to be a member,
 - (b) costs, charges and expenses of winding up, and
 - (c) an adjustment of the rights of contributors among themselves.
- 57.2 Contributions of every member pursuant to clause 54.2 shall not exceed \$20.00.

57.3 If, upon the winding up or dissolution of KMEIA Inc there remains after the satisfaction of all of KMEIA Inc's debts and liabilities any property, that property shall not be paid to or distributed amongst the members but shall be given or transferred to some other institution or institutions, which:

(a) has or have objects similar to the objects of KMEIA Inc, and

(b) prohibit the distribution of its or their income and property among it or their members.

Such an institution or institutions are to be determined by the members at or before the time of dissolution of KMEIA Inc and in default thereof a Judge of the Supreme Court of New South Wales as has jurisdiction in the matter.

57.4 This clause 57.4 is subject to the Act, including section 65 of the Act in relation to the distribution of surplus property.