2025

Constitution of Inhale Culture Celebrate Life Ltd (ICCL)

ADOPTED ON: 27 AUGUST 2025

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(Company limited by guarantee)

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1. Name and nature

1.1. The name of the company is **Inhale Culture Celebrate Life Ltd** (the *Company*).
1.2. The Company is a **public company limited by guarantee**.
1.3. The **replaceable rules** in the *Corporations Act 2001 (Cth)* do **not** apply to the Company.
1.4. **Omission of "L**td**" from name.** While the Company is registered as a charity with the ACNC, the company, may, if authorised under section 150 of the Act, omit the word "Ltd" from its name in public documents. If that authorisation ceases, the Company must resume using "Ltd"

2. Definitions

- *Act* means the *Corporations Act 2001 (Cth)*.
- *ACNC Act* means the *Australian Charities and Not-for-profits Commission Act 2012 (Cth)*.
- *Board* means the directors of the Company acting collectively.
- *Member* means a person admitted to membership under clause 6.
- *Officer* has the meaning given in section 9 of the Act and includes a director and secretary.
- *Executive Officer* means a person appointed under clause 13 (including the CEO, Artistic Director or General Manager).
- *Ordinary resolution* means a resolution passed by a simple majority of votes cast by Members entitled to vote on the resolution.
- *Special resolution* has the meaning given in the Act.
- *Secretary* means a person appointed under clause 12.

2A. Interpretation

2A.1 Headings are for convenience only and do not affect interpretation.
2A.2 A reference to **including** means **including without limitation**.
2A.3 **In writing** includes electronic communications and electronic signatures to the extent permitted by law.
2A.4 **Present** at a meeting includes being present using technology that gives a reasonable opportunity to participate.
2A.5 A reference to a **document** includes any electronic form of that document

3. Objects (charitable purpose)

3.1. The Company's principal object is to **advance culture in Australia** by **curating, producing and presenting** festivals, events and programs with a focus on arts, culture and heritage representing multicultural Australia while fostering intercultural understanding and social cohesion.

3.2. Without limiting clause 3.1, the Company may:

3.2.(a) present or procure the presentation of festivals, performances, exhibitions, screenings, talks and culinary/craft programs;

3.2.(b) commission, develop and support artists and cultural practitioners, including residencies, mentorships, workshops and (where funds permit) awards consistent with the objects;

3.2.(c) deliver education and engagement programs for audiences, participants, volunteers and schools/universities;

3.2.(d) document, publish and preserve cultural works, stories and materials (including digital content, archives and recordings);

3.2.(e) partner and collaborate with governments, councils, First Nations peoples and organisations, cultural bodies, educational institutions, charities and community organisations;

3.2.(f) operate across Australia and online, including regional and remote outreach

3.2.(g) participate in national and international festival networks and partnerships that enhance cultural exchange and build profile for the Company's programs;

3.2.(h) present flagship festivals and touring programs in Australia and overseas to advance the object in clause 3.1;

3.2.(i) promote cultural tourism by presenting programs that attract visitors and enhance Australia's cultural profile; and

3.2.(j) co-operate with bodies in Australia or overseas with similar purposes – including governments, not-for-profit and private companies – and enter MOUs, service, sponsorship or co-production arrangement, however any donation or grant of funds or property by the Company may only be made to an organisation that prohibits distribution to members at least to the same extent as the Company.

3.3. The Company must pursue charitable purposes only and apply its income and property solely to further its objects.

4. Not-for-profit and benefit to members

4.1. The Company **must not distribute** any income or property to Members, directly or indirectly, except for:

4.1.(a) payments for goods or services supplied in good faith on arm's-length terms; or

4.1.(b) reimbursement of properly incurred expenses, approved by the Board.

4.2. For clarity, nothing in this Constitution prevents the Company from paying a Member on arm's-length commercial terms for:

4.2.(a) Reasonable rent for premises or equipment used by the Company;

4.2.(b) Interest on money lent to the Company at a commercial rate; or

4.2.(c) Goods or services supplied in the ordinary course of business.

5. Powers

5.1. The Company has all the powers of a company limited by guarantee under the Act, to be exercised solely to further its objects.

5.2. **Intellectual property and trading names.** Without limiting clause 5.1, the Company may:

5.2.(a) adopt and use trading names and sub-brands, and register business names with ASIC;

5.2.(b) apply for, own, license and enforce intellectual property (including trade marks, copyright, designs, domain names and social media identifiers);

5.2.(c) enter merchandising, sponsorship and licensing arrangements;

5.2.(d) establish or participate in subsidiaries, joint ventures or partnerships consistent with the objects; and

5.2.(e) engage contractors, suppliers and event management companies to plan and deliver programs and events.

5.3. **Ancillary powers (illustrative)**. Without limiting clauses 5.1–5.2, the Company may, to further its objects:

5.3.(a) establish and conduct schools, lecture courses, seminars and other educational activities;

5.3.(b) co-operate with bodies in Australia and overseas with similar purposes (see also clause 3.2(j));

5.3.(c) develop, produce, distribute and exhibit content and materials related to the objects in all media and formats (now known or later developed), and manage related rights, licences and publishing;

5.3.(d) apply for, hold and comply with licences and permits required for events and operations (including, if applicable, licences under the Liquor Control Reform Act 1998 (Vic) or successor legislation);

5.3.(e) acquire, lease, manage, license and dispose of property (real and personal) and facilities used for the Company's programs, and provide venue, hospitality and audience services incidental to events;

5.3.(f) solicit and receive grants, donations, bequests and sponsorships, and conduct fundraising activities in accordance with law;

5.3.(g) invest funds prudently in accordance with law and any Board investment policy;

5.3.(h) apply for membership or affiliation with relevant associations and networks; and

5.3.(i) do all other things incidental or conducive to the attainment of the objects.

6. Membership (Board-approved model)

6.1. **Admission by Board resolution.** A person may be admitted as a Member only by resolution of the Board, following an application or nomination in a form and with information the Board requires.

6.2. **Discretion.** The Board may approve or reject any application or nomination in its discretion, acting in good faith and in the best interests of the Company. The Board may set eligibility criteria or a cap on the number of Members. There is no right to be admitted as a Member.

6.3. **Register & commencement.** Membership takes effect when the Secretary enters the person's name in the register and notifies them. The Company must keep a register of Members' names and required details.

6.4. **Rights.** Each Member has **one vote** at general meetings.

6.5. **Fees.** No joining or annual membership fee applies unless the Board resolves otherwise.

6.6. **Ceasing membership.** A Member ceases to be a Member if they resign by notice to the Secretary, die, or are removed by resolution of the Board after being given a reasonable opportunity to be heard.

6.7. **Guarantee.** Each Member undertakes to contribute **AUD 10** to the Company's property if the Company is wound up while they are a Member or within 12 months after they cease to be a Member.

6.8. **Non-transferability.** Membership is personal to the Member and not transferable.

7. General meetings

7.1. **AGM.** The Company must hold an annual general meeting (AGM) in accordance with the Act and the ACNC Act.

7.2. **Calling meetings.** The Board may call a general meeting.

7.3. **Notice.** At least **21 days' notice** must be given (or longer if the Act requires).

7.4. **Technology.** Meetings may be held using any technology that gives Members a reasonable opportunity to participate.

7.5. **Quorum.** A quorum is a **majority of Members**.

7.6. **Voting.** Each Member has one vote. Voting is by show of hands or poll. Proxies are permitted in accordance with the Act.

8. Directors

8.1. **Number.** The Company must have at least **three (3) directors**, and any higher number decided by ordinary resolution.

8.2. **Eligibility (membership qualification).** Only **Members** are eligible to be directors. A director must be a natural person aged 18 or over and not disqualified from managing corporations under the Act or the ACNC Act.

8.3. **Election by Members and nominations.** Directors are **elected by the Members** at a general meeting. Nominations must be lodged at the registered office **at least 14 days** before the meeting, signed by the **nominee** and **one (1) Member** (a retiring director is deemed nominated unless they withdraw or are ineligible). The Board may publish reasonable nomination procedures.

8.4. **Terms and rotation.** Each director holds office for a term of up to **three (3) years** as specified on appointment and is eligible for re-appointment. The Board may set and vary a rotation schedule to maintain continuity (including setting shorter initial terms to create staggered expiry dates), but **no fixed proportion** of directors is required to retire at each AGM.

8.5. **Appointed directors (casual vacancies).** The Board may appoint a qualified person to fill a **casual vacancy** or as an addition to the directors (within the limits in clause 8.1). Any director so appointed holds office **until the next AGM**, and is then eligible for election by the Members.

8.6. **Regulatory licensing compliance.** Where the Company holds any licence, permit or authorisation, the Board must ensure appointments and conduct of officers comply with any applicable notification/approval requirements of the relevant regulator.

8.7. **No director fees.** Directors are **not entitled to remuneration** for acting as directors. This does not prevent reimbursement of expenses under **clause 8.11** or payments under **clause 8.12** for services or employment other than as a director.

8.8. **Removal and vacation of office.** A director ceases to hold office if they:

8.8.(a) are removed by resolution of the Members;

8.8.(b) resign by written notice to the Company;

8.8.(c) are disqualified under the Act or the ACNC Act;

8.8.(d) become bankrupt or make an arrangement or composition with creditors;

8.8.(e) become of unsound mind or their person or estate is dealt with under a law relating to mental health or protective estates;

8.8.(f) are absent without leave from **three consecutive** Board meetings; or

8.8.(g) are directly or indirectly interested in a transaction and fail to declare the interest as required by law and this Constitution.

8.9. **Duties and conflicts.** Directors must comply with their duties under the Act and the ACNC Act. A director with a **material personal interest** in a matter must declare it, **not be present** during Board consideration of the matter (unless permitted by law) and **must not vote** on it. The declaration and decision must be minuted.

8.10. **Other office/employment.** A director may hold any other office or be engaged by the Company in another capacity (including as an employee or contractor) on terms determined in accordance with **clause 8.12**.

8.11. **Expenses.** Directors may be **reimbursed** for reasonable expenses properly incurred in connection with the Company's affairs, as approved by the Board.

8.12. **Related-party remuneration.** The Company may pay a director for services or employment **other than as a director** if:

8.12.(a) the director's interest is declared and recorded in the interests register;

8.12.(b) the director takes **no part** in the decision and **does not vote**;

8.12.(c) the Board determines the terms are **fair and reasonable** and **no more favourable than arm's-length**; and

8.12.(d) the decision and its basis are **minuted**.

8.13. **Transitional rotation.** To establish the rotational system in clause 8.4, the Board may designate that some initial directors retire at the first and second AGMs after incorporation.

8.14. **Management of business.** The business of the Company is managed by the Board, which may exercise all the powers of the Company except those required by the Act, the ACNC Act or this Constitution to be exercised by the Members in general meeting. Any regulation or by-law made by the Members does not invalidate a prior act of the Board that would have been valid but for that regulation.

9. Board meetings

9.1. **Meetings and convening.** The Board may meet, adjourn and otherwise regulate its meetings as it thinks fit. A director may at any time, and the Secretary must on request of a director, convene a Board meeting.

9.2. **Notice.** Reasonable notice of each Board meeting (and, if adjourned, its resumption) must be given to each director. Notice may be given orally (including by telephone) or in writing (including electronically). Non-receipt of notice by, or accidental omission to give notice to, a director does not invalidate the meeting.

9.3. **Technology.** A meeting of directors may be held using any technology that gives each participating director a reasonable opportunity to participate, and is taken to be held at the place agreed by the directors or, failing agreement, where the chair is located.

9.4. **Quorum.** A quorum is a **majority of directors** in office.

9.5. **Chair.** The directors may elect a chair and (if desired) a deputy chair for such term as they determine. If the chair is not present within 10 minutes of the time appointed, the deputy chair (if any) presides; otherwise the directors present elect a chair for that meeting.

9.6. **Decisions.** Questions are decided by **majority vote**; the chair has a **casting vote** in addition to any deliberative vote.

9.7. **Vacancies.** The continuing directors may act notwithstanding vacancies, but if and for so long as their number is reduced below the quorum, they may act only to increase the number of directors to a quorum or to convene a general meeting.

9.8. **Circulating resolutions.** A resolution in writing or in electronic form signed or otherwise assented to by **all** directors who are for the time being entitled to receive notice of a Board meeting is as valid as if passed at a meeting duly convened and held. Separate copies may be used and a director may signify assent by email or other reliable electronic communication.

9.9. **Validity of acts.** All acts done by a meeting of the Board or of a committee, or by a person acting as a director, are valid notwithstanding that it is later discovered that there was a defect in the appointment of any such director or person or that any of them was disqualified.

10. Committees and delegation

10.1. **Committees and delegation.** The Board may establish committees (advisory or delegated) and delegate powers to a director, committee or employee, subject to conditions. The Board remains responsible for oversight.

10.2. **Attorneys.** The Board may by power of attorney appoint any person, firm or body corporate to be the Company's attorney for such purposes, powers and period, and on such conditions, as the Board thinks fit, and may authorise the attorney to sub-delegate.

10.3. **Committee proceedings.** A committee may meet and adjourn as it thinks proper. Questions are decided by majority vote; the chair has a casting vote if needed, and the committee must conform to any directions given by the Board.

11. Minutes and records

11.1. **Minutes.** The Company must cause minutes to be made and kept of:
11.1.(a) proceedings and resolutions of general meetings;
11.1.(b) the names of directors present at each Board and committee meeting;
11.1.(c) proceedings and resolutions of Board and committee meetings;
11.1.(d) resolutions passed by directors without a meeting; and
11.1.(e) disclosures made and notices given of material personal interests.

11.2. **Electronic records and signatures.** Company registers, minutes and resolutions may be kept in electronic form. A document may be signed electronically and a copy or electronic extract of minutes or a resolution is evidence of the matters stated in it to the extent permitted by law.

11.3. **Minutes as evidence.** A minute recorded and signed by the chair of the meeting, or by the chair of the next meeting, is evidence of the proceeding, resolution or declaration to which it relates unless the contrary is proved.

11.4. **Inspection of member minutes.** The Company must allow Members to inspect, and provide copies of, the minute books for meetings of Members in accordance with the Act

12. Secretary and Treasurer

12.1. The Board must appoint at least one Secretary who consents in writing. **At least one Secretary must be ordinarily resident in Australia.**

12.2. The Secretary is responsible for statutory registers, minutes and notices.

12.3. **Treasurer.** The Board may appoint one of the Directors to act as Treasurer.

12.4. **Role of Treasurer.** The Treasurer is responsible for:

12.4.(a) oversight of the Company's financial affairs, including budgets, accounts and financial reports;

12.4.(b) ensuring proper financial records are kept in accordance with the Act and ACNC requirements;

12.4.(c) presenting financial reports to the Board and Members at general meetings;

12.4.(d) liaising with the Company's auditor or reviewer, as required by law; and

12.4.(e) any other duties assigned by the Board consistent with the role.

12.5. **Support staff/contractors.** The appointment of Treasurer does not prevent the Company from engaging professional staff or contractors (such as a Chief Financial Officer, bookkeeper or accountant) to carry out day-to-day financial management.

12.6. **Expenses and remuneration.** The Treasurer may be reimbursed for reasonable expenses properly incurred. The Treasurer is not entitled to remuneration for acting solely as Treasurer, unless otherwise approved under the Directors' remuneration provisions of this Constitution.

13. Executive Officers (including CEO)

13.1. The Board may from time to time appoint one or more **Executive Officers** of the Company, including (without limitation) a Chief Executive Officer, Artistic Director, General Manager or such other role as the Board considers necessary for the effective conduct of the Company's affairs.

13.2. Executive Officers hold office on such **terms and conditions (including remuneration, duties and termination)** as determined by the Board and recorded in the Company's records.

13.3. Executive Officers are responsible for the **day-to-day management and operations** of the Company within the scope of authority delegated to them by the Board.

13.4. The Board may **delegate** to an Executive Officer any of its powers (other than those required by law or this Constitution to be exercised by the Board), on such terms as it sees fit; however, the Board **retains ultimate responsibility** for the governance of the Company.

13.5. The Board may at any time **suspend or remove** an Executive Officer, subject to the terms of any employment or engagement contract.

14. Financial management

14.1. **Financial year.** The financial year ends on **30 June**.

14.2. **Accounts and review/audit.** The Company must keep proper financial records and prepare financial reports, and have them reviewed or audited to the extent required by law or as determined by the Board.

14.2.(a) **Access to financial records.** A director and the Company's auditor or reviewer (if any) may inspect the financial records at all reasonable times.

14.3. **Banking.** Funds must be deposited to the Company's account(s) and used only for the objects.

14.4. **Borrowing and security.** The Board may exercise all the powers of the Company to borrow or raise money, to give security over the Company's assets, and to issue debentures or other securities, in each case solely to further the Company's objects.

14.5. **Payments and negotiable instruments.** All cheques, EFTs, promissory notes, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, must be signed, drawn, accepted, endorsed or otherwise executed by **two authorised persons** or in such other manner as the Board determines under a Board-approved **delegations/authorisations policy**.

15. Indemnity and insurance

15.1. To the extent permitted by law, the Company **indemnifies** each officer (including each current and former director, secretary and other officer) against liabilities incurred as an officer (other than liabilities to the Company or those arising out of lack of good faith).

15.2. The Company may pay **insurance premiums** for a contract insuring an officer against liability as permitted by law.

15.3. **Defence costs indemnity.** Without limiting clause 15.1, and to the extent permitted by law, the Company indemnifies each director, managing director, secretary, auditor, agent and other officer of the Company out of the assets of the Company against legal costs and expenses properly incurred in defending or resisting proceedings (whether civil or criminal) in which:

15.3.(a) judgment is given in their favour; or

15.3.(b) they are acquitted; or in connection with an application in relation to those proceedings in which relief is granted to them by a court under the Act

16. Notices

16.1. Notices may be given personally, by post or electronically to the address or contact details in the register or as notified to the Secretary.

16.2. **Deemed receipt.** A notice given by email is taken to be received when sent to the last notified email address of the recipient unless the sender receives a delivery failure notice. A notice sent by post within Australia is taken to be received on the **third business day** after posting.

17. Winding up

17.1. If the Company is **wound up**, any surplus property must be given to a **charity or not-for-profit in Australia with similar objects** that is **registered with the ACNC** and **not** carried on for the profit or gain of its members.

17.2. The recipient is to be determined by Members by **special resolution** (or, failing that, by a court).

17.3. **Deductible Gift Recipient (DGR) — conditional.** If at any time the Company, or a fund, authority or institution it operates, is endorsed as a deductible gift recipient, then on winding-up of the Company or revocation of that endorsement, any surplus of **gifts**, **deductible contributions** and any **money received because of such gifts or contributions** that are held for that fund, authority or institution must be transferred to a fund, authority or institution that is charitable and eligible for DGR endorsement for gifts of the same kind.

18. Amendment of constitution

18.1. This constitution may be amended by **special resolution** of Members.

19. Policies

19.1. In the event of inconsistency between a policy and this Constitution, this Constitution prevails.

20. By-laws

20.1. The Board may make, amend or repeal by-laws consistent with this Constitution, the Act and the ACNC Act, including about membership criteria and fees, discipline and disputes, meeting procedures, delegations and procurement, volunteers and safeguarding.

20.2. The Board may adopt and amend policies and procedures that do not form part of this Constitution.

20.3. By-laws are binding on Members and officers while in force. If a by-law is inconsistent with this Constitution, this Constitution prevails.

20.4. The Secretary must ensure current by-laws are reasonably available to Members.

Schedule A — Initial Appointments and Details

(For record; the address may be changed by the Board and notified to ASIC without amending this Constitution.)

A1. Initial Directors

1. Deepa Rai
2. Norgen Norboo Moktan
3. Dhawa Tshering Lama

A2. Initial Company Secretary

1. Dhawa Tshering Lama — ordinarily resident in Australia
   Address (for record): 8 Vestige Street, Donnybrook VIC 3064

A3. Initial Member(s)

1. Norgen Norboo Moktan

A4. Member guarantee amount

AUD 10

A5. State of registered office

Victoria

A6. Financial year end

30 June

A7. Initial registered office (record only)

302 St Georges Road, Thornbury VIC 3071