

## **Constitution**

**Casey City Church Inc**

**A0043871P**

**ABN 30 868 896 130**

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**Part 1: Preliminary Matters****1 Name**

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The name of the Association is Casey City Church Inc.

**2 Principal Purpose**

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**2.1 Principal Purpose**

The Association is established for the Principal Purpose of the advancement of the Christian faith through the establishment and operation of a Christian community in accordance with the following Doctrines of Faith:

- (a) we believe in the plenary-verbal inspiration of the accepted canon of Scriptures as originally given. The Scriptures are infallible, inerrant and the sole and final authority for all matters of faith and conduct (2 Timothy 3:16 and 1 Corinthians 2:13);
- (b) we believe in the Eternal Godhead who has revealed himself as One God existing in Three Persons, Father, Son and Holy Spirit, distinguishable but invisible (Matthew 28:19 and 2 Corinthians 13:14);
- (c) we believe in the creation, test and fall of man as recorded in Genesis, his total spiritual depravity and inability to attain to Divine righteousness (Romans 5:12 and 18);
- (d) we believe in the Lord Jesus Christ, the Saviour of mankind, conceived of the Holy Spirit, born of the Virgin Mary, very God and very Man (Luke 1:26-35, John 1:14-18, Isaiah 7:14 and Isaiah 9:6);
- (e) we believe Christ died for our sins, was buried and rose again the third day, and personally appeared unto His disciples (1 Corinthians 15:1-4 and Romans 4:25);
- (f) we believe in the bodily ascension of Jesus to heaven, His exaltation and personal, literal and bodily coming again the second time for His Church (John 14:2 and 1 Thessalonians 4:13-18);
- (g) we believe in the salvation of sinners by grace, through repentance and faith in the perfect and sufficient work of the cross of Calvary by which we obtain remission of sins (Ephesians 2:8, Hebrews 9:12 and 22 and Romans 5:11);
- (h) we believe in the necessity of water baptism by immersion in the Name of the Eternal Godhead in order to fulfil the command of the Lord Jesus Christ (Matthew 28:19, Acts 2:34-36 and Acts 19:1-6);
- (i) we believe in the baptism of the Holy Spirit as a real experience at or subsequent to salvation, with the speaking in other tongues as the Spirit gives utterance, as the primary evidence (Acts 2:1-4, Acts 8:14-17, Acts 10:44-46 and Galatians 3:14-15);
- (j) we believe in the Gifts of the Spirit as enumerated in Romans 12:6-8, 1 Corinthians 12:8-10 and Ephesians 4:11, as manifested in the Early Church;

- (k) we believe in the Spirit-filled life, a life of separation from worldliness and perfecting of holiness in the fear of God as expressing the true Christian faith (Ephesians 5:18, 2 Corinthians 6:14 and 2 Corinthians 7:1);
- (l) we believe in the healing of the body by Divine power, or divine healing in its varied aspects as practised in the Early Church (Acts 4:30, Romans 8:11, 1 Corinthians 12:9 and James 5:14);
- (m) we believe in the table of the Lord, commonly called the Communion or the Lord's Supper, for believers (1 Corinthians 11:28-32 and Matthew 26:26-28);
- (n) we believe in the reality and personality of the devil and eternal judgement in the lake of fire for the devil and his angels (Matthew 25:41 and Revelations 20:14-15);
- (o) we believe in eternal life for believers (John 5:24 and 3:16) and eternal punishment for the unbelievers (Mark 9:43-48, 2 Thessalonians 1:9 and Revelations 20:10-15);
- (p) we believe that there is one true universal Church, made up of genuine believers, but this one universal Church is also composed of many local Churches in given localities. These Churches are under the sovereign Headship of the Lord Jesus Christ, exercising autonomous government under Him, administering all its local affairs and ministry, as well as the propagation of the Gospel (Acts 15:22 and Matthew 18:15-20); and
- (q) we believe that Government is ordained of God and the powers that be are ordained as ministers of God to us for good.

## **2.2 Activities**

The Association will achieve the Principal Purpose by:

- (a) proclaiming, preaching, teaching, enunciating, expounding and propagating the Gospel of Jesus Christ, as revealed through the Holy Scriptures;
- (b) evangelizing, carrying forward, expanding and increasing the Christian faith both in Victoria and throughout the rest of the world by all means whether oral, printed, visual, verbal, audible, mechanical or otherwise;
- (c) licensing and ordaining ministers;
- (d) promoting missionary work in all places;
- (e) planting and developing churches consistent with the Principal Purpose of the Association, in Australia and globally;
- (f) publishing, producing and promoting Christian literature, Christian music, television and radio programs, films and audio content to promote the Principal Purpose of the Association;
- (g) extending into the community the Christian faith with an emphasis on aged, family, youth, children and those in need, including by provision of care counselling and rehabilitation services, character formation and providing facilities and facilitating programs that engage with the local community;

- (h) promoting participation in education with a Christian emphasis, running Bible schools and any other types of Christian education institutes and training programs;
- (i) helping the poor and needy and doing charitable works; and
- (j) doing anything incidental or ancillary to the Principal Purpose.

### **3 Definitions**

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In this Constitution, words and phrases have the meaning set out in **clause 53** and **clause 54** of this Constitution.

## **Part 2: Powers**

### **4 Powers of Association**

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The Association has all the powers of an incorporated association under the Act and may do anything incidental or conducive to achieving its Principal Purpose.

### **5 Not for Profit**

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#### **5.1 Income**

The Association's income and assets must be applied solely towards the Principal Purpose.

#### **5.2 Prohibition on Distributions to Members**

No part of the income or assets may be paid, transferred or distributed, directly or indirectly, by way of dividend, bonus or other profit distribution, to any Member in their capacity as a Member.

#### **5.3 Permitted Payments**

**Clause 5.2** does not prohibit the Association from doing the following things, provided they are done in good faith:

- (a) Paying a Member for goods or services the Member has provided or premises the Member has let or expenses the Member has properly incurred at fair and reasonable rates or rates more favourable to the Association.
- (b) Making a payment to a Member in carrying out the Principal Purpose.
- (c) Paying premiums for insurance indemnifying Office Holders, as allowed for by law.

## **Part 3: Members**

### **6 Minimum number of Members**

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The Association must have at least five (5) Members.

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## **7 Who is eligible to be a Member**

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### **7.1 Eligibility for Membership**

A natural person is eligible to apply to become a Member if the person:

- (a) has a personal faith in the Lord Jesus Christ as their Lord and Saviour and seeks to live their life in obedience to the requirements set out in Acts 2:36-47 (i.e., regarding repentance, water baptism etc);
- (b) agrees with the Doctrines of Faith;
- (c) has a lifestyle that is consistent with Christian conduct and doctrine and that manifests the fruit of the Spirit, as set out in Galatians 5:22-23;
- (d) regularly attends the services and activities of the Association (aside from Associate Members who are temporarily located in another place and are unable to regularly attend services and activities of the Association);
- (e) financially supports the Association by way of tithing (aside from Associate Members who are temporarily located in another place and are unable to regularly attend services and activities of the Association);
- (f) submits to the spiritual oversight of the Association;
- (g) supports the Principal Purpose of the Association and agrees to comply with the terms of this Constitution and any code of conduct which the Board may produce from time to time; and
- (h) lodges an application form in accordance with **clause 9.1**.

## **8 Classes of Membership**

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### **8.1 Classes of Membership**

- (a) The Association has the following classes of Membership:
  - (i) **Founding Pastor Member**
    - (A) Only Larry Sebastian and Christa Sebastian may be Founding Pastor Members.
    - (B) A Founding Pastor Member is entitled to vote.
    - (C) Despite any other clause in this Constitution, the Membership of a Founding Pastor Member may only cease:
      - (1) upon resignation;
      - (2) upon that person dying;
      - (3) upon that Founding Pastor Member becoming a person whose person or estate is liable to be dealt with under a law relating to mental health; or
      - (4) upon that Founding Pastor Member being expelled from the Association, pursuant to **clause 13.1(c)**, for acting in an inconsistent

manner to the Scriptural beliefs of the Association.

(ii) **Active Member**

An Active Member:

- (A) must be at least eighteen (18) years of age;
- (B) is entitled to vote.

(iii) **Associate Member**

An Associate Member:

- (A) is a person who is temporarily located in another place and is unable to regularly attend services and activities of the Association but desires to maintain their Membership;
- (B) must be at least eighteen (18) years of age; and
- (C) is not entitled to vote but is entitled to attend General Meetings.

(b) The Board may, from time to time:

- (i) create different classes of Membership; and
- (ii) determine additional qualifications for admission to each Membership class and the rights attached to each Membership class.

**8.2 Junior Members**

- (a) A Junior Member is not a Member of the Association, as they cannot legally be bound to Membership. However, in order to allow for those within the Association who are under the age of eighteen (18) to participate in the full extent of the life of the Association, persons:
- (i) under the age of eighteen (18) years of age;
  - (ii) who have a personal faith in the Lord Jesus Christ as their Lord and Saviour and seeks to live their life in obedience to the requirements set out in Acts 2:36-47 (i.e., regarding repentance, water baptism etc);
  - (iii) agree with the Doctrines of Faith;
  - (iv) have a lifestyle that is consistent with Christian conduct and doctrine and that manifests the fruit of the Spirit, as set out in Galatians 5:22-23;
  - (v) regularly attend the services and activities of the Association;
  - (vi) financially support the Association by way of tithing;
  - (vii) submit to the spiritual oversight of the Association; and
  - (viii) agree to support the Principal Purpose of the Association and comply with the terms of this Constitution and any code of conduct which the Board may produce from time to time,

may be known as a Junior Member and are entitled to attend General Meetings but not to vote at General Meetings.

- (b) A person may become a Junior Member by:
  - (i) making an application to the Board in writing, lodged with the Secretary, to become a Junior Member, in any form prescribed by the Board from time to time, which may include an online form. Such application must:
    - (A) address the eligibility criteria set out in **clauses 8.2(a)(i) to 8.2(a)(viii)** and explain how/confirm the applicant meets such criteria; and
    - (B) include an acknowledgment that the applicant supports the Principal Purpose of the Association and will comply with the terms of this Constitution and any code of conduct which the Board may produce from time to time; and
  - (ii) the Board approving such application.
- (c) As soon as practicable after receiving such an application, the Secretary must refer the application to the Board to determine whether to approve or reject the application.
- (d) As soon as practicable after the Board makes that determination, the Secretary must notify the applicant, in writing, that the Board approved or rejected the application (whichever is applicable).
- (e) If the Board rejected such application, the Board will not be required to provide the applicant with any reasons for the rejection.
- (f) A Junior Member ceases to be a Junior Member:
  - (i) upon resignation;
  - (ii) upon that person dying;
  - (iii) upon that Junior Member no longer satisfying the criteria for being a Junior Member pursuant to **clause 8.2(a)**; or
  - (iv) if removed from being a Junior Member by the Board.

## **9 New Membership**

### **9.1 Applications for Membership**

An application for Membership of the Association must:

- (a) be made in writing in the form prescribed by the Board from time to time, which may include an online form;
- (b) specify the class of Membership being applied for by the applicant and a confirmation that the applicant meets the eligibility criteria for such class of Membership;
- (c) address the eligibility criteria set out in **clauses 7.1(a) to 7.1(f)** and explain how/confirm the applicant meets such criteria;

- (d) include a signature, or equivalent acknowledgement by the applicant acknowledging that the applicant supports the Principal Purpose and agrees to be bound by the Constitution and any code of conduct which the Board may produce from time to time; and
- (e) be lodged with the Secretary.

### **9.2 Determination of Applications**

- (a) As soon as practicable after receiving an application for Membership, the Secretary must refer the application to the Board to determine whether to approve or reject the application.
- (b) As soon as practicable after the Board makes that determination, the Secretary must:
  - (i) notify the applicant, in writing, that the Board approved or rejected the application (whichever is applicable); and
  - (ii) if the Board approved the application, enter the applicant's name and class of Membership in the Register of Members and, subject to the Act, the person becomes a Member on the name being so entered; or
  - (iii) if the Board rejected the application, the Board will not be required to provide the applicant with any reasons for the rejection.

### **9.3 Commencement of Membership**

A person becomes a Member of the Association and is entitled to exercise his or her rights of Membership from the date on which the person is listed in the Register of Members.

## **10 Obligations and Rights**

### **10.1 General Rights of Members**

A Member is entitled to all of the following provided that the Member is not suspended at the time, and subject to the other provisions of this Constitution (noting that Associate Members are not entitled to vote at General Meetings):

- (a) to receive notice of General Meetings and proposed resolutions in the manner and time prescribed by this Constitution;
- (b) to submit items of business for consideration at a General Meeting;
- (c) to attend and be heard at General Meetings;
- (d) to vote at a General Meeting; and
- (e) to have access to the minutes of General Meetings and other documents of the Association to the extent provided under **clause 49**.

### **10.2 Rights Not Transferable**

A right or privilege which a person has by reason of being a Member is not capable of being transferred or transmitted to another person and terminates on cessation of the person's Membership.

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## **11 Ceasing Membership**

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### **11.1 Cessation of Membership**

- (a) Subject to **clause 8.1(a)(i)(C)**, a person's Membership will cease:
- (i) upon resignation;
  - (ii) upon that person dying;
  - (iii) upon that Member no longer satisfying the criteria for the Member's respective class of Membership pursuant to **clause 8** (unless transferred to another class of Membership by the Board);
  - (iv) upon that Member becoming a person whose person or estate is liable to be dealt with under a law relating to mental health; or
  - (v) if the Member is expelled from the Association in accordance with this Constitution.
- (b) A Member may at any time resign as a Member but will continue to be liable for any money due by the Member to the Association under this Constitution.

### **11.2 Resignation of Non-Responsive Members**

A Member is taken to have resigned if the Member has not responded within three months to a written request from the Secretary to confirm in writing that the person wants to remain a Member.

### **11.3 Removal from the Register of Members**

If a person ceases to be a Member, the Secretary must, as soon as practicable, enter the date the person ceased to be a Member in the Register of Members.

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## **12 Maintaining the Register of Members**

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### **12.1 Register of Members**

The Secretary must keep and maintain a Register of Members that includes:

- (a) for each current Member:
- (i) the Member's name;
  - (ii) the address for notice last given by the Member;
  - (iii) any alternative address nominated by the Member for the service of notices;
  - (iv) the date of becoming a Member; and
  - (v) the class of Membership to which the Member has been admitted;
  - (vi) any other information determined by the Board; and
- (b) for each former Member, the date of ceasing to be a Member

### **12.2 Former Members**

Information about a person who is no longer a Member, other than the name of the person and the date on which the person ceased to be a Member, must be

removed from the Register of Members within 14 days after the person ceases to be a Member.

## **Part 4: Conflict Resolution**

### **13 Disciplinary Action**

#### **13.1 Commencement**

The Board may by resolution passed at a meeting decide to recommend to a Disciplinary Subcommittee to reprimand, suspend or expel a Member from the Association if the Board determines that the Member:

- (a) has failed to comply with this Constitution;
- (b) has engaged in conduct prejudicial to the Association;
- (c) is acting in an inconsistent manner to the Scriptural beliefs of the Association; or
- (d) refuses to support the purposes of the Association.

#### **13.2 Disciplinary Subcommittee**

- (a) If the Board is satisfied that there are sufficient grounds for taking disciplinary action against a Member pursuant to **clause 13.1**, the Board must appoint a Disciplinary Subcommittee to hear the matter and determine (taking into consideration the recommendation of the Board in **clause 13.1**) what action, if any, to take against the Member.
- (b) The members of the Disciplinary Subcommittee:
  - (i) may be Board Members, Members of the Association or anyone else; but
  - (ii) must not be biased against, or in favour of, the Member concerned.

#### **13.3 Notice to Member**

- (a) Before disciplinary action is taken against a Member, the Secretary must give written notice to the Member:
  - (i) stating that the Association proposes to take disciplinary action against the Member;
  - (ii) stating the grounds for the proposed disciplinary action;
  - (iii) specifying the date, place and time of the meeting at which the Disciplinary Subcommittee intends to consider the disciplinary action (the **Disciplinary Meeting**);
  - (iv) advising the Member that the Member may do one or both of the following:
    - (A) attend the Disciplinary Meeting and address the Disciplinary Subcommittee at that meeting;
    - (B) give a written statement to the Disciplinary Subcommittee at any time before the Disciplinary Meeting; and

- (v) setting out the Member's appeal rights under **clause 13.5**.
- (b) The notice must be given no earlier than 28 days, and no later than 14 days, before the Disciplinary Meeting is held.

**13.4 Decision of Disciplinary Subcommittee**

- (a) At the Disciplinary Meeting, the Disciplinary Subcommittee must:
  - (i) give the Member an opportunity to be heard; and
  - (ii) consider any written statement submitted by the Member.
- (b) After complying with **clause 13.4(a)**, the Disciplinary Subcommittee may:
  - (i) take no further action against the Member; or
  - (ii) reprimand the Member; or
  - (iii) suspend the Membership rights of the Member for a specified period; or
  - (iv) suspend the Membership rights of the Member pending the Member taking the action required by **clause 13.4(c)** to the satisfaction of the Disciplinary Subcommittee; or
  - (v) expel the Member from the Association.
- (c) The Disciplinary Subcommittee may suspend the Membership rights of a Member until such time as the Member has taken specific or identified steps determined by the Disciplinary Subcommittee to address or remedy the acts or omissions that were the subject of the Disciplinary Meeting.
- (d) The suspension of Membership rights or the expulsion of a Member by the Disciplinary Subcommittee under this clause takes effect immediately after the resolution of the Disciplinary Subcommittee is passed.

**13.5 Appeal Rights**

- (a) A Member may give notice to the effect that the Member wishes to appeal against a Disciplinary Subcommittee decision under **clause 13.4**.
- (b) The notice must be in writing and given:
  - (i) to the Disciplinary Subcommittee immediately after the resolution to discipline the Member is passed; or
  - (ii) to the Secretary not later than 48 hours after the resolution.
- (c) If a Member has given notice under **clause 13.5(b)**, a Disciplinary Appeal Meeting must be convened by the Board as soon as practicable, but in any event not later than 21 days after the notice from the Member is received.
- (d) Notice of the Disciplinary Appeal Meeting must be given to each Member of the Association who is entitled to vote as soon as practicable and must state:
  - (i) the name of the Member against which the disciplinary action has been taken; and
  - (ii) the grounds for taking that action; and

- (iii) that at the Disciplinary Appeal Meeting, the Members present who are entitled to vote may vote on whether the decision to discipline the Member should be upheld or revoked.

**13.6 Conduct at Disciplinary Appeal Meeting**

- (a) At a Disciplinary Appeal Meeting:
  - (i) no business other than the question of the appeal may be conducted;
  - (ii) the Board must state the grounds for the disciplinary action and the reasons for taking that action; and
  - (iii) the Member that is the subject of the disciplinary action must be given an opportunity to be heard.
- (b) After complying with **clause 13.6(a)**, the Members present and entitled to vote at the meeting may vote by secret ballot on the question of whether the decision to discipline the Member should be upheld or revoked.
- (c) A Member may not vote by proxy at the meeting.
- (d) The decision of the Disciplinary Subcommittee is upheld if not less than three quarters of the Members voting at the meeting vote in favour of the decision.

**13.7 Timing**

To the extent that doing so is compatible with the other requirements of this **clause 13**, the disciplinary procedure must be completed as soon as is reasonably practicable.

**13.8 Re-admission**

A person may not be re-admitted as a Member after the person has been expelled, unless the Board passes a resolution to permit this.

**14 Grievance Procedure**

**14.1 Application**

The grievance procedure set out in this **clause 14** applies to disputes under this Constitution between:

- (a) Members (in their capacity as Members); and
- (b) Members (in their capacity as Members) and the Association.

**14.2 Pending Disciplinary Action**

A Member must not initiate a grievance procedure under this **clause 14** in relation to a matter that is the subject of a disciplinary procedure under **clause 13** until the disciplinary procedure has been completed.

**14.3 Parties must Attempt to Resolve the Dispute**

The parties to a dispute must attempt to resolve the dispute between themselves within 14 days of the dispute coming to the attention of each party.

**14.4 Referral of Dispute**

If the parties to a dispute are unable to resolve the dispute between themselves within the time required by **clause 14.3**, the parties must:

- (a) notify the Board of the dispute;
- (b) agree to or request the appointment of a mediator; and
- (c) attempt in good faith to settle the dispute by mediation.

**14.5 Appointment of Mediator**

The mediator must be:

- (a) a person chosen by agreement between the parties; or
- (b) in the absence of agreement:
  - (i) if the dispute is between a Member and another Member - a person appointed by the Board; or
  - (ii) if the dispute is between a Member and the Association - a person appointed or employed by the Dispute Settlement Centre of Victoria.

**14.6 Mediator Qualifications**

A mediator appointed by the Board may be a Member or former Member of the Association but, in any case, must not be a person who:

- (a) has a personal interest in the dispute; or
- (b) is biased in favour of or against any party.

**14.7 Mediation Process**

The mediator to the dispute, in conducting the mediation, must:

- (a) give each party an opportunity to be heard;
- (b) allow due consideration by all parties of any written statement submitted by any party; and
- (c) ensure that natural justice is accorded to the parties.

**14.8 No Determination**

The mediator must not determine the dispute.

**14.9 Failure to Resolve Dispute by Mediation**

If the mediation process does not resolve the dispute, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

**Part 5: Meetings of Members****15 Annual General Meetings****15.1 Convening the Annual General Meeting**

The Board must convene an Annual General Meeting of the Association to be held within five months of the end of each Financial Year (unless an extension is granted under the Act).

**15.2 Holding the Annual General Meeting**

The Board may determine the date, time and place of the Annual General Meeting.

**15.3 Ordinary Business**

The ordinary business of the Annual General Meeting includes the following matters, even if they are not included in the notice of meeting:

- (a) confirmation of the minutes of the previous Annual General Meeting and of any Special General Meeting or Disciplinary Appeal Meeting held since then;
- (b) the receipt and consideration of:
  - (i) the annual report of the Board on the activities of the Association during the preceding Financial Year; and
  - (ii) the financial statements of the Association for the preceding Financial Year submitted by the Board in accordance with Part 7 of the Act; and
- (c) the election of Elders (where applicable).

**15.4 Other Business**

The Annual General Meeting may also conduct any other business of which notice has been given in accordance with this Constitution.

**16 Special General Meetings****16.1 Special General Meetings**

- (a) Any General Meeting of the Association, other than an Annual General Meeting or a Disciplinary Appeal Meeting, is a Special General Meeting.
- (b) The Board may convene a Special General Meeting whenever it thinks fit.
- (c) No business other than that set out in the notice of meeting may be conducted at the Special General Meeting.

**16.2 Special General Meeting held at request of Members**

- (a) The Board must convene a Special General Meeting if a request to do so is made in accordance with **clause 16.2(b)** by at least 15% of the total number of Voting Members.
- (b) A request for a Special General Meeting must:
  - (i) be in writing;
  - (ii) state the business to be considered at the Special General Meeting and any resolutions to be proposed;
  - (iii) include the names and signatures of the Members requesting the Special General Meeting; and
  - (iv) be given to the Secretary.
- (c) If the Board does not convene a Special General Meeting within one month after the date on which the request is made, the Members making the request (or any of them) may convene the Special General Meeting.

- (d) A Special General Meeting convened under **clause 16.2(a)**:
  - (i) must be held within three months after the date on which the original request was made; and
  - (ii) may only consider the business stated in that request.
- (e) The Association must reimburse all reasonable expenses incurred by the Members convening a Special General Meeting under **clause 16.2(c)**.

## **17 Resolutions that must be Determined by a General Meeting**

The following matters may only be determined by a Special Resolution at a General Meeting:

- (a) the appointment or removal of the Senior Pastor(s) of the Association; and
- (b) the purchase, sale or transfer of any real property of the Association valued at \$100,000.00 or more.

## **18 Notice of General Meetings**

### **18.1 Persons entitled to Notice**

Notice of a General Meeting must be given to:

- (a) each Member;
- (b) each Board Member; and
- (c) the Auditor for the time being of the Association (if any).

### **18.2 Period of Notice**

Notice of a General Meeting must be provided in writing at least 14 days before the meeting, subject to the following:

- (a) at least 21 days' notice of meeting must be provided before a Special Resolution can be passed;
- (b) in the case of the removal of an Auditor, the minimum notice period under the Act must be complied with; and
- (c) except in the case of a Special Resolution or removal of an Auditor, notice of a General Meeting may be provided less than 14 days before the meeting if:
  - (i) for an Annual General Meeting, all the Members entitled to attend and vote at the Annual General Meeting agree beforehand; or
  - (ii) for any other General Meeting, Members with at least 95% of the votes that may be cast at the meeting agree beforehand.

### **18.3 Contents of Notice**

Notice of a General Meeting must:

- (a) specify the date, time and place of the meeting (and if the meeting is to be held virtually or in two or more places, the technology that will be used to facilitate this);

- (b) indicate the general nature of each item of business to be considered at the meeting; and
- (c) if a Special Resolution is to be proposed—
  - (i) state in full the proposed Special Resolution; and
  - (ii) state the intention to propose the resolution as a Special Resolution; and
- (d) state that the Voting Member may appoint another Member as proxy (except in the case of a Disciplinary Appeal Meeting), and include a copy of any form that the Board has approved for the appointment of a proxy or otherwise advise the Member how to appoint a proxy under **clause 22.3**.

## **19 Changes to General Meeting Arrangements**

### **19.1 Board may change General Meeting Arrangements**

- (a) The Board may, subject to the provisions of the Act and this Constitution, cancel a General Meeting:
  - (i) convened by the Board; or
  - (ii) which has been convened by Members pursuant to **clause 16.2** upon receipt by the Association of a written notice withdrawing the requisition signed by those Members.
- (b) The Board may postpone a General Meeting or change the venue at which it is to be held. No business may be transacted at any postponed meeting other than the business stated in the notice convening the meeting at first instance.

### **19.2 Notice of Changes**

Where any General Meeting is cancelled, postponed or the venue changed under this **clause 19**:

- (a) the Board must notify in writing each person entitled to receive notice of the meeting of the cancellation, the change of venue or the postponement of the meeting by any means permitted by this Constitution;
- (b) in the case of the postponement of a meeting, a notice of postponement must specify the new date, time and place to which the General Meeting has been postponed; and
- (c) the requirement to give at least 14 days' notice in **clause 18.2** does not apply to notice given under this **clause 19.2**.

### **19.3 Failure to Notify in Writing**

Any failure to notify in writing any person entitled to receive notice of the General Meeting or failure of a person to receive a written notice does not affect the validity of the cancellation, the change of venue or the postponement of the General Meeting.

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**20 Auditor's Rights in relation to General Meetings**

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**20.1 Auditor's Right to Attend**

The Auditor (if any) is entitled to attend any General Meeting and to be heard by the Members on any part of the business of the meeting that concerns the Auditor in the capacity of Auditor.

**20.2 Auditor's Right to Communications**

The Secretary must give the Auditor (if any) any communications relating to the General Meeting that a Member of the Association is entitled to receive.

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**21 Role of the Chairperson**

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**21.1 Appointment of Chairperson**

- (a) The Chair may, if present, preside as Chairperson of every General Meeting.
- (b) If a General Meeting is held and the Chair is:
  - (i) not present within 15 minutes after the time appointed for the holding of the meeting; or
  - (ii) if present, does not wish to chair the meeting,then the following person will be Chairperson of the General Meeting, in the order of availability set out below:
  - (iii) Deputy Chair;
  - (iv) a Board Member elected by the Board Members present; or
  - (v) a Voting Member elected by the Members present.

**21.2 Conducting General Meetings**

The Chairperson is responsible for the conduct of a General Meeting, and for this purpose must give Members a reasonable opportunity to make comments and ask questions (including to the Auditor (if any)).

**21.3 Rulings**

The rulings of the Chairperson of a General Meeting on all matters relating to the order of business, procedure and conduct of the meeting is final and no motion of dissent from such rulings will be accepted.

**21.4 Casting Vote**

In the event of an equality of votes, the Chairperson of a General Meeting has a casting vote in addition to a deliberative vote.

**21.5 Invitation to Non-Members**

The Chairperson of a General Meeting may invite any person who is not a Member to attend and address a meeting. Any Auditor and any Board Member is entitled to attend and address a General Meeting.

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**22 Proxies**

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**22.1 Right to Appoint a Proxy**

A Voting Member may appoint a person as a proxy to attend and vote at a General Meeting on the Member's behalf.

**22.2 Proxy must be a Member**

A proxy must be an Active Member.

**22.3 Acceptable Form of Appointment**

If the Board has approved a form for the appointment of a proxy, the Member may nevertheless use any other form that clearly identifies the person appointed as the Member's proxy and that has been signed by the Member.

**22.4 How a Proxy may Vote**

The Member appointing the proxy may give specific directions as to how the proxy is to vote on the Member's behalf, otherwise the proxy may vote on behalf of the Member in any matter as he or she sees fit.

**22.5 Standing Appointment of Proxy**

An appointment of proxy may be a standing one.

**22.6 Rights of a Proxy**

A proxy appointed by a Member has the same rights as the Member to:

- (a) be counted in a quorum;
- (b) agree to a meeting being held on shorter notice under **clause 18.2(c)**;
- (c) vote in a vote in writing;
- (d) join in to demand a vote in writing under **clause 26.7**; and
- (e) speak and participate in the meeting,

subject to any limitations specified by the Member in the appointment of proxy. A proxy does not have any rights at a meeting that the appointing Member does not have.

**22.7 Rights of a Proxy when the Member is in Attendance**

A proxy does not have the authority to speak or vote for a Member at a meeting while the Member is at the meeting.

**22.8 Validity of Proxy Votes**

A vote cast by the proxy is valid even if, before the proxy votes, the appointing Member:

- (a) dies;
- (b) is a person whose person or estate is liable to be dealt with under laws relating to mental health;
- (c) revokes the proxy's appointment; or
- (d) revokes the authority of an agent who appointed the proxy,

unless the Association receives written notice before the start or resumption of a General Meeting at which a proxy votes.

### **22.9 Delivery of Proxy Forms**

A form appointing a proxy must either:

- (a) be given in person to the Chairperson of the meeting before the commencement of the meeting. If it is not given before that time, it will by default not be treated as valid, unless the Chairperson exercises discretion to accept it; or
- (b) if sent by post or electronically, be received by the Association no later than 48 hours prior to the commencement of the meeting. If it is not received before that time, it will by default not be treated as valid, unless the Chairperson exercises discretion to accept it.

### **22.10 Voting by Proxy**

A proxy:

- (a) does not need to vote, unless the proxy appointment specifies the way the proxy must vote.
- (b) is not required to vote any particular way, unless the way a proxy must vote is specified on the proxy form, in which case the proxy must vote that way.
- (c) who is also a Member or who holds more than one proxy, may cast the votes held in different ways in the case of a vote in writing.

## **23 Use of Technology**

A General Meeting of the Association may be convened (partially or wholly) using any technology that allows Members to clearly and simultaneously communicate with each other. Any Member in attendance through the use of technology is taken to be present in person at the meeting.

## **24 Quorum at General Meetings**

### **24.1 No Business without a Quorum**

No business may be conducted at a General Meeting, other than the appointment of a Chairperson or adjournment of a meeting, unless a quorum of Members is present at all times during the meeting.

### **24.2 Quorum**

- (a) The quorum for a General Meeting is the presence in person of one third of Members eligible to vote at the General Meeting, rounded up to the nearest integer.
- (b) A Member is present in person at a meeting, including for the purposes of determining quorum, if they are present through the appointment of a proxy present at the meeting.

### **24.3 Adjournment if no Quorum**

If a quorum is not present within 30 minutes after the notified commencement time of a General Meeting:

- (a) in the case of a meeting convened upon the requisition of Members under **clause 16.2** - the meeting is dissolved;
- (b) in any other case - the General Meeting is adjourned to the date, time and place that the Chairperson specifies. If the Chairperson does not specify one or more of those things, the meeting is adjourned to:
  - (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.

## **25 Adjournment of General Meeting**

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### **25.1 Chairperson may Adjourn a General Meeting**

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

- (a) may adjourn a meeting with the consent of the meeting; and
- (b) must adjourn the meeting if the meeting so directs,

to a time and place as determined.

### **25.2 No Additional Business**

No business may be transacted at any adjourned General Meeting other than the business left unfinished at the meeting from which the adjournment took place.

### **25.3 Timing of Resolutions**

A resolution passed at a meeting resumed after an adjournment is passed on the day it was passed.

### **25.4 No Further Notice Required**

It is not necessary to give any notice of an adjournment of a General Meeting or of the business to be transacted at the adjourned meeting except if the meeting is adjourned for thirty days or more in which case notice of the adjourned meeting must be given as in the case of an original meeting.

## **26 Voting at a General Meeting**

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### **26.1 How many Votes a Member has**

Each Member entitled to vote has one vote.

### **26.2 Challenge to Members' Right to Vote**

A person may only challenge another person's right to vote at a General Meeting at that meeting. If a challenge is made to a person's right to vote, the Chairperson must decide whether or not the person may vote. The Chairperson's decision is final.

### **26.3 Method of Voting**

Voting at a General Meeting (including a meeting held using technology) may be conducted and decided by any method chosen by the Chairperson that is fair and reasonable in the circumstances, including without limitation:

- (a) a show of hands; or

- (b) a vote in writing (which may include electronic forms of writing).

**26.4 Determination of Questions**

Questions arising at a General Meeting will be decided by a majority of votes cast, unless this Constitution or the Act requires a special majority.

**26.5 Evidence of Determination**

A declaration by the Chairperson of the result of a vote on a resolution by a show of hands and an entry to that effect contained in the minutes of the meeting which has been signed by the Chairperson of the meeting or the next succeeding meeting will be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

**26.6 Declaration of Result**

The Chairperson must declare the result of a vote, and the declaration must be recorded in the minutes of the meeting. The Chairperson and the meeting minutes do not need to state the number or proportion of the votes recorded in favour or against on a show of hands.

**26.7 Demanding a vote in writing**

- (a) A vote in writing may be demanded:
- (i) before a vote is conducted by another means; or
  - (ii) before the results of a vote conducted by another means are declared; or
  - (iii) immediately after the results of a vote conducted by another means are declared.
- (b) The demand for a vote in writing does not prevent the continuance of a meeting for the transaction of any business other than the question on which a vote in writing has been demanded.

**26.8 When and how a Vote in Writing must be Held**

If a vote in writing is demanded, it must be taken in such manner and in such time and place as the Chairperson directs, unless it is demanded:

- (a) on the election of a Chairperson; or
- (b) on any question of adjournment,

in which case it must be taken immediately.

**26.9 Result of a Vote in Writing**

The result of a vote in writing will be taken to be the resolution of the General Meeting at which the vote in writing was demanded.

**26.10 Withdrawal of Demand for a Vote in Writing**

A demand for a vote in writing may be withdrawn.

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## **27 Resolution without a General Meeting**

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### **27.1 Putting a Resolution to be Passed without a General Meeting**

The Voting Members may pass a resolution without a General Meeting being held, subject to **clause 27.2**.

### **27.2 Prohibitions on Resolutions that can be Passed without a General Meeting**

Resolutions without General Meetings cannot be used:

- (a) to remove an Auditor, elect an Elder or remove an Elder;
- (b) to pass a resolution in accordance with **clause 17**;
- (c) in the case of a Special Resolution;
- (d) to conduct any business that is required by the Act to be conducted at a General Meeting; or
- (e) to deal with a material personal interest matter under **clause 39.1(b)** or **clause 40.3**.

### **27.3 How a Resolution is Passed without a General Meeting**

A resolution is passed without a General Meeting if all the Members entitled to vote on the resolution cast a vote in favour of it by agreeing to it in the manner set out in **clause 27.4**.

### **27.4 Passing of a Resolution without a General Meeting**

The Members may pass a resolution without a General Meeting by:

- (a) Each Voting Member signing:
  - (i) a single document setting out the resolution and containing a statement that they agree to the resolution; or
  - (ii) separate copies of that document, as long as the wording is the same in each copy; or
- (b) each Member sending an email to the effect that the Member agrees to the passing of the resolution.

### **27.5 When a Resolution without a General Meeting is Passed**

A resolution without a meeting is passed when the last Member entitled to vote on the resolution votes in favour of it by signing or otherwise agreeing to the resolution in the manner set out in **clause 27.4**.

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## **28 Minutes of Meetings of Members**

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### **28.1 Minutes of General Meetings**

The Board must ensure that minutes are taken and kept of:

- (a) each General Meeting, including a record of the business considered at the meeting, any resolution on which a vote is taken and the result of the vote; and
- (b) each resolution passed by the Members without a meeting.

**28.2 Minutes of Annual General Meetings**

In addition to the matters specified in **clause 28.1**, the minutes of each Annual General Meeting must include:

- (a) the financial statements submitted to the Members;
- (b) the certificate signed by two Board Members certifying that the financial statements give a true and fair view of the financial position and performance of the Association where required by the Act; and
- (c) any audited accounts and the Auditor's report or report of a review accompanying the financial statements that are required under the Act.

**Part 6: The Elders****29 Appointment of Elders****29.1 Role of Elders**

The Elders shall advise the Board in relation to the spiritual direction of the Association and shall be considered the spiritual leaders of the Association. This clause is not to be interpreted as providing the Elders with a power to require the Board to take any course of action or to exercise the powers of the Board.

**29.2 Eligibility of Elders**

Elders must fulfill the Scriptural qualifications laid down in the 1 Timothy 3 and Titus 1:5-9.

**29.3 Election of Elders**

- (a) An Elder must be a Voting Member in order to be elected as an Elder and at all times that they remain an Elder.
- (b) Nominations of candidates for election as an Elder:
  - (i) shall be in writing in a form prescribed by the Board, signed by the Voting Member who is nominating the nominee for Elder and be accompanied by the written consent of the nominee; and
  - (ii) shall be delivered to the Secretary (or other person authorised by the Board for the purpose) not later than close of business ten (10) Business Days before the day fixed for the holding of the Annual General Meeting or other General Meeting at which the election is to take place.
- (c) If insufficient nominations are received to fill all Elder positions which are to be filled at the election, the candidate or candidates nominated shall be deemed to be elected and further nominations shall be received at the meeting at which the election is to take place.
- (d) If the number of nominations received is equal to the number of positions to be filled, the persons nominated shall be taken to be elected.
- (e) If the number of nominations received exceeds the number of positions to be filled, a ballot shall be held. The Board shall determine how the ballot is to be held.

**29.4 Term of Elders**

An Elder shall be elected for a term of three (3) years but may be elected for further terms of three (3) years each.

**29.5 Ceasing to be an Elder**

A person will cease to be an Elder:

- (a) upon resignation;
- (b) upon that person dying;
- (c) upon ceasing to be a Voting Member;
- (d) upon that Member becoming a person whose person or estate is liable to be dealt with under a law relating to mental health; or
- (e) upon being removed from the position of Elder by a Special Resolution of the Members.

**29.6 Filling Casual Vacancies on the Board**

The Members may elect a person to fill a position of Elder, that has become vacant under **clause 29.5**, to a new term of three (3) years.

**29.7 Number of Elders**

There must be, at all times, at least two (2) Elders with the number Elders to be determined by the Board from time to time, so long as the number of Elders is not less than two (2).

**29.8 Chairperson of the Elders**

The Elders must appoint from amongst themselves a chairperson.

**29.9 Meetings of Elders**

The Elders shall hold meetings and conduct themselves in such meetings, to the extent possible, in the same manner provided in this Constitution for the holding of Board Meetings and the conduct of Board Members respectively.

**Part 7: Powers and Obligations of the Board**

**30 Powers of the Board**

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**30.1 Management of the Association**

The Board is responsible for the management of the business of the Association and may exercise all the powers of the Association that are not, by this Constitution or the Act, required to be exercised by the Members.

**30.2 Board's Powers**

The Board may exercise its powers to the exclusion of the Association in General Meetings.

**30.3 Financial Management Powers**

The Board may, without limitation, borrow money, charge any property or business of the Association, issue debentures or give security for a debt, liability or obligation of the Association or any other person.

### **30.4 Other Specific Powers**

The Board may, without limitation:

- (a) appoint a person (by name or by reference to position or office held) to be an attorney for the Association on the terms the Board decides;
- (b) confer on such attorney any powers and discretions vested in or exercisable by the Board on the terms the Board decides;
- (c) include in such an appointment any provisions for the protection and convenience of persons dealing with the attorney that the Board decides;
- (d) authorise an attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney; and
- (e) remove an attorney, subject to any contract between the Association and the attorney.

### **30.5 Defects in Appointment**

All acts done at a Board Meeting or by any person acting as a Board Member, will be as valid as if every such person had been duly appointed or had continued in office and was duly qualified to be a Board Member and had been entitled to vote even if it is discovered afterwards that there was a defect in the appointment or continuance in office of any such Board Member or person or that they or any of them were disqualified or were not entitled to vote.

## **31 Delegation**

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### **31.1 Ability to Delegate**

The Board may delegate any of its powers and functions to a subcommittee, a Board Member, an employee of the Association or any other person/s, as it considers appropriate other than a duty imposed on the Board by the Act or any other law.

### **31.2 Delegation Requirements**

The delegation must be recorded in the Association's minute book and may be subject to the conditions and limitations the Board considers appropriate. A delegate must exercise the powers delegated in accordance with any directions of the Board.

### **31.3 Effect of Delegation**

The exercise of delegated power by a delegate is as effective as if the Board had exercised it. Powers conferred under this clause may be exercised concurrently with the powers of the Board in that regard.

### **31.4 Revocation of Delegation**

The Board may from time to time withdraw, revoke or vary a delegation wholly or in part.

**31.5 Subcommittees**

- (a) The Board may establish subcommittees consisting of such persons with such terms of reference it considers appropriate, subject (in the case of a Disciplinary Subcommittee) to **clause 13**.
- (b) The Board has the power to require any subcommittee to have all decisions made by that subcommittee ratified by the Board (other than the decisions of a Disciplinary Subcommittee established under **clause 13**).
- (c) A minute of all the proceedings and decisions of every subcommittee must be made, entered and signed in the same manner in all respects as minutes of proceedings of the Board are required this Constitution to be made entered and signed. A copy of such subcommittee minutes must be tabled at the next Board Meeting.

**32 By-laws**

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**32.1 Power to Make By-laws**

The Board has power to make regulations or by-laws for the general conduct and management of the Association and the business of the Association and to revoke and alter such by-laws or regulations as the Board sees fit.

**32.2 Obligation to Comply with By-laws**

Members and Board Members must comply with regulations and by-laws as if they were part of this Constitution.

**32.3 Conflicts**

A by-law must be subject to this Constitution and must not be inconsistent with any provision contained in this Constitution.

**Part 8: The Board**

**33 Composition of the Board**

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**33.1 Minimum number of Board Members**

The Board will consist of not fewer than four (4) and not more than seven (7) Board Members.

**33.2 Number of Board Members**

The Association may, by resolution of the Members, vary the number of Board Members from time to time as referred to in **clause 33.1**, provided that the minimum number is not fewer than four (4).

**33.3 Board Member Eligibility**

A person is eligible to be appointed as a Board Member if he or she:

- (a) is 18 years or over;
- (b) has a strong commitment to the Principal Purpose of the Association, in the opinion of the Elders;
- (c) is a Voting Member; and

(d) is not disqualified from being a Board Member by the ACNC Act.

### **33.4 Appointment of Board Members**

The Elders may appoint a person as a Board Member.

### **33.5 Term of Office**

- (a) A Board Member holds office for a term of three (3) years but may be appointed for up to two (2) further terms of three (3) years each.
- (b) Once a Board Member has served the maximum term pursuant to **clause 33.5(a)**, the Board Member is not eligible for reappointment to the Board until after a period of at least one (1) year has expired since the expiry of the Board Member's previous term on the Board

### **33.6 Vacation of Office**

A person ceases to be a Board Member if the person:

- (a) resigns by written notice addressed to the Board;
- (b) dies;
- (c) is removed as a Board Member by the Elders (which the Elders can do in their unfettered discretion);
- (d) becomes insolvent under administration;
- (e) becomes a represented person within the meaning of the *Guardianship and Administration Act 2019* (Vic) or otherwise becomes a person whose person or estate is liable to be dealt with under laws relating to mental health;
- (f) ceases to be an Active Member;
- (g) becomes disqualified from being a Board Member under the ACNC Act; or
- (h) fails to attend three consecutive Board Meetings (other than special or urgent Board Meetings) without leave of absence under **clause Error!** Reference source not found..

### **33.7 Filling Casual Vacancies on the Board**

The Elders may appoint a person to fill a position on the Board that has become vacant under **clause 33.6** to a new term of three (3) years with any such term to fill a casual vacancy counting towards the maximum term pursuant to **clause 33.5(a)**.

### **33.8 Notification Obligation**

A Board Member must notify the Secretary if the Board Member is disqualified under the ACNC Act as a result of the ACNC Commissioner disqualifying the Board Member.

### **33.9 Continuing to Act**

The Board may continue to act despite any vacancy in its membership, but if the number falls below four (4) or any other minimum specified by the Members under this Constitution, the Board may act:

- (a) only for the purpose of increasing the number of Board Members to the minimum, or convening a General Meeting; or

- (b) in emergencies,  
but for no other purpose.

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## **34 Office Bearers**

### **34.1 Appointment**

- (a) The Board may appoint from among the Board Members holding office at the time a Chair and may determine the period for which such person is to hold office as Chair, so long as such term is no greater than the term of office that such person holds as a Board Member.
- (b) The Board may appoint from among the Board Members holding office at the time a Deputy Chair and may determine the period for which such person is to hold office as Deputy Chair, so long as such term is no greater than the term of office that such person holds as a Board Member.
- (c) The description, number and duties of other Office Bearers (if any) will be determined by the Board from time to time, and persons appointed to such positions will be appointed by the Board from among the Board for a period determined by the Board, so long as such term is no greater than the term of office that such person holds as a Board Member.

### **34.2 Acting Office Bearers**

If any Office Bearer is temporarily absent or temporarily unable to perform their duties, the Board may authorise another Board Member to act in the vacant position during the absence or inability of the Office Bearer.

### **34.3 Reappointment**

An Office Bearer may be appointed for more than one successive term, and there is no maximum number of consecutive terms for which Office Bearers can be appointed to Office Bearer positions, but an Office Bearer (other than the Secretary) may not hold office beyond their retirement or removal from the Board as a Board Member.

### **34.4 Removal**

The Board may, upon resolution passed by not less than two-thirds of the Board Members present, remove or suspend a person from the position of Office Bearer, provided that not less than 21 days' notice in writing of an intention to move for such removal or suspension is given to the Secretary by the Board Member intending to move that motion. For the avoidance of doubt, this clause does not enable the Board to remove a person as Board Member.

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## **35 Secretary**

### **35.1 Appointment of the Secretary**

The Secretary:

- (a) will be appointed by the Board on the terms and conditions, including remuneration (if any), determined by the Board;
- (b) will hold office for the period determined by the Board;
- (c) may be a Board Member but does not need to be a Board Member; and

- (d) must reside in Australia.

**35.2 Eligibility Requirements**

A person may not be appointed to the position of Secretary unless the person consents to being appointed as Secretary and resides in Australia.

**35.3 Vacancy**

- (a) The position of Secretary must not be vacant for more than 14 days.
- (b) If a person holding the office of Secretary ceases to reside in Australia, the person will be deemed to have vacated the office of Secretary, and the Board must appoint another person as Secretary.

**35.4 Duties**

The Secretary must perform any duty or function required under the Act to be performed by the secretary of an incorporated association including, but not limited to:

- (a) maintaining the Register of Members in accordance with **clause 12**;
- (b) making arrangements for the safekeeping of the common seal (if any) of the Association and documents of the Association;
- (c) making arrangements for the Members and Board Members to have access to documents of the Association where required by this Constitution; and
- (d) performing any other duty or function imposed on the Secretary by this Constitution.

**35.5 Notice**

The Secretary must give to the Registrar notice of his or her appointment within 14 days after the appointment.

**Part 9: Proceedings of the Board****36 Meetings of Board****36.1 Powers of the Board**

A Board Meeting at which a quorum is present may exercise all the powers and discretions vested in or exercisable by the Board under this Constitution.

**36.2 Proceeding of Board Meetings**

The Board may regulate its meetings and other procedures as it thinks fit, subject to this Constitution.

**36.3 Minimum Number of Meetings**

The Board must meet at least four (4) times in each Financial Year.

**36.4 Convening of Board Meetings**

A Board Meeting may be convened by any Board Member or by the Secretary.

**36.5 Notice of Board Meetings**

Notice of a Board Meeting:

- (a) must be given to each Board Member and the Secretary (if the Secretary is not a Board Member);
- (b) must specify the time and place of the meeting;
- (c) need not specify the business to be transacted at the meeting; and
- (d) must be given at least seven days prior to the meeting unless **clause 36.6** applies.

**36.6 Urgent Meetings**

In cases of urgency, a Board Meeting can be held without notice being given in accordance with **clause 36.5(d)** provided that:

- (a) as much notice as practicable is given to each Board Member; and
- (b) the Board Member or Secretary convening the meeting has used their best endeavours to ensure that the notice was properly served and received.

**36.7 Waiver of Notice**

- (a) Attendance by a Board Member at a meeting of the Board waives any objection which that Board Member may have to a failure to give notice of the meeting.
- (b) All resolutions of the Board passed at a meeting of the Board where a quorum is present but where notice of the meeting has not been given as required to each Board Member, or any act carried out pursuant to such resolution, will, provided each Board Member to whom notice was not given subsequently agrees to waive the same, be as valid as if notice of the meeting had been duly given to all Board Members.

**36.8 Use of Technology in Board Meetings**

- (a) A Board Meeting may be held using any technology consented to by a majority of Board Members. The consent may be a standing one.
- (b) A Board Member may only withdraw his or her consent within a reasonable period before the meeting.
- (c) A Board Member present through the use of technology is taken to be present in person at the meeting, and if the Board Member votes, to have voted in person.

**36.9 Quorum**

- (a) The quorum for a Board Meeting is the presence in person (including through the use of technology) of two thirds (2/3<sup>rd</sup>) of the Board Members holding office rounded up to the nearest integer, and no business may be conducted at a Board Meeting unless a quorum is present.
- (b) A quorum must be present at all times during the meeting.
- (c) A Director who is disqualified from voting on a matter pursuant to **clause 40.1** shall be counted in the quorum despite that disqualification.

**36.10 Chairperson**

- (a) The Chair may, if present, preside as Chairperson of every meeting of the Board.
- (b) If a meeting of the Board is held and the Chair is:
  - (i) not present within 15 minutes after the time appointed for the holding of the meeting; or
  - (ii) if present, does not wish to chair the meeting,then the Deputy Chair shall preside as Chairperson. If the Deputy Chair is:
  - (i) not present within 15 minutes after the time appointed for the holding of the meeting; or
  - (ii) if present, does not wish to chair the meeting,then the other Board Members present must elect one of their number in attendance to be Chairperson of the meeting.

**36.11 Procedure at Board Meetings**

- (a) The procedure to be followed at a meeting of a Board Meeting may be determined from time to time by the Board.
- (b) The Board may by invitation invite any person in its discretion to attend a Board Meeting and speak at a Board Meeting, where the Board considers it will assist the Board.

**36.12 Voting at Board Meetings**

On any question arising for determination by the Board, each Board Member has one vote.

**36.13 Motion Carried**

Except where this Constitution provides otherwise, a motion is carried if a majority of Board Members present and entitled to vote cast a vote in favour of the motion. Such a decision is for all purposes a decision of the Board.

**36.14 No Casting Vote**

If votes are divided equally on a question, the Chairperson of the meeting does not have a second or casting vote and the motion is taken as lost.

**37 Resolutions without a Board Meeting****37.1 Putting a Resolution to be Passed without a Board Meeting**

The Board may pass a resolution without a Board Meeting being held in accordance with this **clause 37**.

**37.2 How a Resolution is Passed without a Board Meeting**

A resolution is passed by the Board without a meeting if all the Board Members entitled to vote on the resolution cast a vote in favour of it by agreeing to it in the manner set out in **clause 37.3**, subject to **clause 37.5**.

**37.3 Passing of a Resolution without a Board Meeting**

The Board may pass a resolution without a Board Meeting by each Board Member signing a document setting out the resolution and containing a statement that they agree to the resolution. For this purpose:

- (a) signatures can be contained in more than one document; and
- (b) an email which is received by the Association and which purports to have been sent by a Board Member is taken to be in writing and signed by that Board Member at the time of the receipt of the email by the Association; and
- (c) a vote made by a Board Member using an online voting platform operated or commissioned by the Association is taken to be in writing and signed by that Board Member at the time the vote was received by the online voting platform.

**37.4 When a Resolution without a Board Meeting is Passed**

A resolution without a meeting is passed when the last Board Member entitled to vote on the resolution votes in favour of it by signing or otherwise agreeing to the resolution in the manner set out in **clause 37.3**, subject to **clause 37.5**.

**37.5 Board Members on Leave of Absence**

It is not necessary to obtain:

- (a) the vote of a Board Member on a leave of absence approved by the Board Members; or
- (b) the vote of a Board Member prohibited from voting under **clause 40**, to a resolution in order to pass the resolution under this **clause 37**.

**38 Duties**

- (a) Board Members, and other Office Holders, must comply with any duties imposed on them by law, which may include duties under the Act as well as duties under the ACNC Act. These may include duties upon Board Members to:
  - (i) exercise their powers and discharge their duties with reasonable care and diligence;
  - (ii) exercise their powers and discharge their duties in good faith in the best interests of the Association, and for a proper purpose; and
  - (iii) not make improper use of their position, or information acquired by virtue of holding their position, so as to gain an advantage for themselves or any other person or to cause detriment to the Association.
- (b) For the avoidance of doubt, **clause 38(a)** is not intended to impose a duty to any extent greater than is required by law, or to exclude defences or protections available at law.

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**39 Disclosure of Conflicts**

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**39.1 Disclosures Required by the Act**

A Board Member who has a material personal interest in a matter being considered by the Board must disclose the nature and extent of that interest to:

- (a) the Board, as soon as the Board Member becomes aware of his or her interest in the matter; and
- (b) the Members, at the next General Meeting,

if and to the extent required by the Act, unless the material personal interest:

- (c) exists only because the Board Member:
  - (i) is an employee of the Association; or
  - (ii) belongs to a class of persons for whose benefit the Association is established; or
- (d) is one that the Board Member has in common with all, or a substantial proportion of, the Board Members.

**39.2 Disclosures Required by the ACNC Act**

A Board Member that has a perceived or actual material conflict of interest in a matter that is being considered by the Board must be disclosed:

- (a) to the other Board Members; and
- (b) if all of the Board Members have a similar conflict, to the Members at the next General Meeting, or at an earlier time if reasonable to do so,

if and to the extent required by the ACNC Act.

**39.3 Record of Disclosures**

The disclosure of a conflict of interest by a Board Member must be recorded in the minutes of the Board Meeting. The disclosure must give details of the nature and extent of the interest, and the relation of the interest to the activities of the Association.

**39.4 Standing Disclosures**

A general notice given by a Board Member that the Board Member is:

- (a) an officer of;
- (b) a member of; or
- (c) otherwise interested in,

any specified corporation or firm or other entity stating the nature and the extent of the Board Member's interest in the corporation or firm or other entity will, in relation to any matter involving the Association and that corporation or firm or other entity after the giving of the notice, be a sufficient disclosure of the Board Member's interest. This is on the basis that the extent of the interest is no greater at the time of first consideration of the relevant matter by than was stated in the notice.

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## **40 Management of Conflicts**

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### **40.1 Prohibition on Voting**

Each Board Member who has a material personal interest in a matter that is being considered by the Board must not, except as provided under **clause 40.2**:

- (a) be present at a Board Meeting while the matter is being discussed; or
- (b) vote on the matter at a Board Meeting.

### **40.2 Exceptions to Prohibition on Voting**

A Board Member may still be present and vote if the material personal interest:

- (a) exists only because the Board Member belongs to a class of persons for whose benefit the Association is established; or
- (b) that the Board Member has in common with all, or a substantial proportion of, the Board Members.

### **40.3 No Quorum**

If there are not enough Board Members to form a quorum to consider a matter, one or more Board Members (including those who have a material personal interest in the matter) may call a General Meeting, and the General Meeting may pass a resolution to deal with the matter.

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## **41 Contracting with the Association and Holding other Offices**

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### **41.1 Permissions**

Subject to the Act and this Constitution, a Board Member may:

- (a) hold any paid office or place of profit in the Association (except Auditor), and may be appointed to that office or position on terms (including remuneration and tenure) that the Board decides;
- (b) hold any office or position, or become interested in, any entity assisted by the Association or in which the Association has an interest of any kind, with the consent of the Board;
- (c) enter into a contract or arrangement with the Association or related body corporate as vendor, purchaser or in any other capacity;
- (d) participate in any association, institution, fund, trust or scheme for past or present employees or Board Members of the Association or persons dependent on or connected with them;
- (e) act in a professional capacity (or be a member of a firm which acts in a professional capacity) for the Association, except as Auditor;
- (f) sign or participate in the execution of a document by or on behalf of the Association in which he or she is interested; and
- (g) do any of the above despite the fiduciary relationship of the Board Member's office:
  - (i) without liability to account to the Association for any direct or indirect benefit accruing to the Board Member; and

- (ii) without affecting the validity of any contract or arrangement.

#### **41.2 Contracts**

A contract is not liable to be avoided by the Association on any ground arising from the fiduciary relationship between the Board Member and the Association if:

- (a) the Board Member has disclosed any material personal interests as required by this Constitution; and
- (b) the Board Member complies with the requirements of **clause 40**.

**Commented [VV1]:** Can it legally be voided anyway? This is a strange clause.

### **42 Minutes**

#### **42.1 Minutes**

The Board must ensure that minutes are taken and kept of each Board Meeting, and any resolution passed without a meeting.

#### **42.2 Content of Minutes**

The minutes must record the following:

- (a) the names of the Board Members in attendance at the meeting;
- (b) the business considered at the meeting;
- (c) any resolution on which a vote is taken and the result of the vote; and
- (d) any interest disclosed under **clause 39**, and if any Board Member was excused from being present or vote under **clause 40**.

## **Part 10: Financial Matters**

### **43 Financial Matters**

#### **43.1 Source of Funds**

The funds of the Association may be derived from any source acceptable to the Board.

#### **43.2 Management of Funds**

- (a) The Board may approve expenditure on behalf of the Association.
- (b) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by two Board Members or must be otherwise authorised by or in accordance with any procedures determined by the Board. The Board may authorise a Board Member(s), the Secretary, a staff member of the Association or another person to sign such instruments.

#### **43.3 Financial Records**

- (a) The Association must keep financial records that:
  - (i) correctly record and explain its transactions, financial position and performance; and
  - (ii) enable financial statements to be prepared as required by the Act and the ACNC Act (if any).

- (b) Where required by the Act or the ACNC Act, the Association must cause the financial records to be audited or reviewed by a properly qualified auditor or other entity authorised by the Act or the ACNC Act, as the case requires.
- (c) The Board must certify the financial statements and submit them to the Annual General Meeting, if and to the extent and in the manner required by the Act.
- (d) A Board Member has a right of access to the financial records of the Association at all reasonable times.

## **Part 11: General Matters**

### **44 Indemnity**

#### **44.1 Ordinary Indemnity**

The Association indemnifies each of its Office Holders (including former Office Holders) against any liability incurred in good faith by the Office Holder in the course of performing their duties as an Office Holder.

#### **44.2 Discretionary Indemnity**

The Association may indemnify, to the extent permitted by law:

- (a) a person who is or has been a Member, Board Member, public officer of the Association, chief executive officer of the Association;
- (b) a person who is or has been an employee or a volunteer; and
- (c) any other person that the Board sees fit to indemnify,

against any loss, damage, liability, expense, or cost (including costs incurred in legal proceedings) incurred in good faith and arising in relation to their engagement with the Association.

#### **44.3 Indemnity to Continue**

The indemnity granted by the Association contained in **clause 44.1** will continue in full force and effect notwithstanding the deletion or modification of that clause, in respect of acts and omissions occurring before the date of the deletion or modification.

#### **44.4 Insurance Policy**

- (a) To the extent permitted by law, the Association may at the discretion of the Board enter into and/or pay a premium in respect of a policy of insurance insuring an Office Holder (or former Office Holder) of the Association against any liability incurred by such person in that capacity (whether in respect of acts or omissions before or after the date of the issue of the policy or both).
- (b) Where an Office Holder (or former Office Holder) has the benefit of an indemnity pursuant to an insurance policy in respect of their actions or omissions, then the Association will not be required to indemnify the Office Holder under **clause 44.1** except to the extent that the indemnity affected by the insurance policy does not fully cover the person's liability.

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**45 Execution of Documents**

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The Association may execute a contract, deed or other document by the signature of:

- (a) two Board Members; or
- (b) if the Secretary is not a Board Member - a Board Member and the Secretary; or
- (c) in any other manner authorised by the Board.

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**46 Common Seal**

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The Association does not have a common seal.

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**47 Registered Address**

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The registered address of the Association is:

- (a) the address determined from time to time by resolution of the Board; or
- (b) if the Board has not determined an address to be the registered address, the postal address of the Secretary.

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**48 Notice**

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**48.1 Notice Requirements for Notice to Members or Board Members**

Any notice required to be given to a Member or a Board Member under this Constitution may be given:

- (a) in person;
- (b) by posting it to, or leaving it at the address listed for that person in the Register of Members or an alternative address (if any) nominated by that person for service of notices;
- (c) sending it to the email or other electronic address nominated by that person as an alternative address for service of notices (if any); or
- (d) if agreed to by the Member or Board Member concerned, by notifying that person at an email or other electronic address nominated by that person, that the notice is available at a specified place or address (including an electronic address).

**48.2 Notice Requirements for Notice by the Association**

Any notice required to be given to the Association or the Board may be given:

- (a) by handing the notice to a Board Member;
- (b) by sending the notice by post to the registered address;
- (c) by leaving the notice at the registered address; or
- (d) sending it to an email address or other electronic address notified by the Association to the Members as the Association's email address or other electronic address.

**48.3 Calculation of Notice**

- (a) A notice:
  - (i) delivered in person, or left at a recipient's address, is taken to be given on the day it is delivered;
  - (ii) sent by post, is taken to be given on the third day after it is posted with the correct payment of postage costs;
  - (iii) sent by email or other electronic method, is taken to be given on the day it is sent; and
  - (iv) given under **clause 48.1(d)** is taken to be given on the day the notification that the notice is available is sent.
- (b) In calculating the period of notice to be given under this Constitution, both the days on which the notice is given or taken to be given and the day of the meeting convened by it are to be disregarded.

**48.4 Non-receipt of Notice**

- (a) The non-receipt of notice of a General Meeting or Board Meeting does not invalidate anything done or any resolution passed at the meeting if the non-receipt of notice occurred by accident or inadvertent error.
- (b) A person who attends a meeting waives any objection that person may have to non-receipt of notice of the meeting.

**49 Custody and Inspection of Books and Records****49.1 Inspection of Statutory Records**

A Member may on request inspect and obtain a copy free of charge of:

- (a) the Register of Members, subject to the Act and any other relevant law.
- (b) the minutes of General Meetings, including financial statements submitted at a General Meeting.
- (c) this Constitution.

**49.2 Inspection of Other Records**

A Member may on request inspect and obtain copies of the Other Relevant Documents of the Association, including minutes of Board Meetings, subject to the following:

- (a) notification of the request must be given to the Board, and the Board may refuse to permit a Member access to records of the Association that relate to confidential, personal, employment, commercial or legal matters or where to do so may be prejudicial to the interests of the Association.
- (b) the Act and any other relevant law.
- (c) the Board may charge a reasonable fee for providing a Member with a copy of such document.

**49.3 Grounds for Refusal of Inspection Request**

- (a) The Secretary may refuse to allow a Member to inspect the Register of Members if permitted by the Act or any other relevant law.

- (b) The Secretary must refuse to allow a Member to inspect or obtain copies of any Other Relevant Documents until the request has been considered and either approved or denied by the Board under **clause 49.2(a)**. The Board must make a determination under that clause within a reasonable time.

#### **49.4 Use of Register of Members**

Members must not:

- (a) use information obtained about another person from the Register of Members to contact or send materials to the other person; or
- (b) disclose information obtained about a person from the Register of Members knowing that the information is likely to be used to contact or send materials to the other person,

unless the purpose for which the information is used or disclosed is otherwise expressly permitted by this Constitution.

### **50 Winding Up and Cancellation**

The Association may be wound up voluntarily by Special Resolution.

### **51 Distribution of Surplus Assets**

#### **51.1 Distribution of Surplus Assets**

Subject to **clause 51.2** and the Act, any Surplus Assets that remain after the Association is wound up must be distributed to one or more charities:

- (a) with purposes similar to, or inclusive of, the Principal Purpose; and
- (b) which also prohibit the distribution of any Surplus Assets to its members to at least the same extent as the Association.

#### **51.2 Distribution of Surplus Assets where Association is a Deductible Gift Recipient**

If the Association is endorsed as a Deductible Gift Recipient, at the first occurrence of the Association being wound up or the endorsement of the Association as a Deductible Gift Recipient being revoked, the Association must transfer to one or more charities to which income tax deductible gifts can be made under Division 30 of the ITAA 97, any surplus:

- (a) gifts of money or property received for the Principal Purpose during any time that the Association is endorsed as a Deductible Gift Recipient;
- (b) contributions described in item 7 or 8 of the table in section 30-15 of the ITAA 97 in relation to a fundraising event (as defined by section 995-1 of the ITAA 97) held for that purpose during any time that the Association is endorsed as a Deductible Gift recipient; and
- (c) money received by the Association because of such gifts or contributions received during any time that the Association is endorsed as a Deductible Gift Recipient.

### 51.3 Determining the Recipient of Surplus Assets

The decision as to the Charity or Charities to be given the Surplus Assets must be made by a resolution of the Members. If the Members do not make this decision, the Association may apply to the Supreme Court of Victoria to make this decision.

## 52 Alteration of Constitution

The Association may only alter this Constitution by Special Resolution in accordance with the Act.

## 53 Definitions

- (a) **ACNC** means the Australian Charities and Not-for-profits Commission established by the ACNC Act.
- (b) **ACNC Act** means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth).
- (c) **Act** means the *Associations Incorporation Reform Act 2012* (Vic).
- (c) **Active Member** means a Member in the Membership class set out in **clause 8.1(a)(i)**.
- (d) **Annual General Meeting** means the annual general meeting of the Association held in accordance with **clause 15**.
- (d) **Associate Member** means a Member in the Membership class set out in **clause 8.1(a)(iii)**.
- (e) **Auditor** means any person authorised under the Act to conduct an audit or review of the financial statements of the Association.
- (f) **Board** means the Board having management of the business of the Association.
- (g) **Board Meeting** means a meeting of the Board held in accordance with this Constitution.
- (h) **Board Member** means a Member of the Board and Board Members means the Board Members for the time being of the Association or, as the context permits, such number of them as has authority to act for the Association.
- (i) **Chair** means the person who is appointed as Chair under **clause 34.1**.
- (j) **Chairperson** of a General Meeting or Board Meeting, means the person chairing the meeting as required under **clause 21.1** and **clause 36.10**.
- (k) **Charity** means an entity that is a charitable trust, charitable fund, charitable institution, or is otherwise recognised as a charity within the meaning of that term at law.
- (l) **Church** means the incorporated association named in **clause 1**.
- (m) **Constitution** means this constitution as amended or supplemented from time to time.
- (n) **Deductible Gift Recipient** means an entity to which income tax deductible gifts may be made under division 30 of the ITAA 97.

- (o) **Deputy Chair** means the person who is appointed as Deputy Chair under **clause 34.1(b)**.
- (p) **Disciplinary Appeal Meeting** means a General Meeting that is convened and held in accordance with **clause 13.5** and **clause 13.6**.
- (q) **Disciplinary Meeting** means the meeting at which a Disciplinary Subcommittee will consider disciplinary action against a Member, that is convened and held in accordance with **clause 13.3** and **clause 13.4**.
- (r) **Disciplinary Subcommittee** means a disciplinary subcommittee established under **clause 13.2**.
- (s) **Doctrines of Faith** means the doctrines of faith of the Association, as set out at in **clause 2.1**.
- (t) **Elder** means an elder of the Association, elected pursuant to **clause 29.3**.
- (u) **Financial Year** means each period of 12 months ending on 30 June.
- (e) **Founding Pastor Member** means a Member in the Membership class set out in **clause 8.1(a)(i)**.
- (v) **General Meeting** means a meeting of the Members of the Association and includes an Annual General meeting, a Special General Meeting and a Disciplinary Appeal Meeting.
- (w) **ITAA 97** means the *Income Tax Assessment Act 1997* (Cth).
- (f) **Junior Member** means a person that is a junior member of the Association pursuant to **clause 8.2** (noting that, for the sake of certainty, a Junior Member is not a Member).
- (x) **Member** means a Member of the Association pursuant to **clause 7** and **clause 8** (including Active Members, Associate Members and Founding Pastor Members) and **Membership** has the corresponding meaning.
- (y) **Member entitled to vote** means a Member who is entitled to vote under **clause 10.1**.
- (z) **Office Bearer** means the Chair, the Secretary, and any person appointed to an Office Bearer position under **clause 34**.
- (aa) **Office Holder** has the same meaning as given to that term in the Act, as amended from time to time, and which at the time of adoption of this Constitution includes:
  - (i) a Board Member;
  - (ii) the Secretary;
  - (iii) a person, including an employee of the association, who makes, or participates in making, decisions that affect the whole, or a substantial part, of the operations of the association;
  - (iv) a person who has the capacity to significantly affect the association's financial standing; and
  - (v) a person in accordance with whose instructions or wishes the committee of the association are accustomed to act (but excluding a person who gives advice to the association in the proper

performance of functions attaching to the person's professional capacity or to the person's business relationship with members of the committee or with the association).

- (bb) **Other Relevant Documents** means the records and other documents, however compiled, recorded or stored, that relate to the incorporation and management of the Association and:
- (i) includes the following:
    - (A) Membership records;
    - (B) financial statements;
    - (C) financial records;
    - (D) records and documents relating to transactions, dealings, business or property of the association; and

does not include a document that a Member is entitled to inspect and copy under **clause 49.1** of this Constitution.
- (cc) **Principal Purpose** means principal purpose for which the Association is established, set out in **clause 2**.
- (dd) **Register of Members** means the Register of Members established and maintained under **clause 12**.
- (ee) **Registrar** means the Registrar of Incorporated Associations under the Act.
- (ff) **Secretary** means the person appointed as secretary under **clause 35**.
- (gg) **Senior Pastor** means the lead pastor or pastors of the Association, tasked with leading the ministry of the Association.
- (hh) **Special General Meeting** means any General Meeting that is not the Annual General Meeting or a Disciplinary Appeal Meeting.
- (ii) **Special Resolution** means a resolution passed as Special Resolution under the Act, which includes a resolution:
- (i) of which at least 21 days' notice has been given in the manner required by **clause 18.3(c)**; and
  - (ii) that has been passed at a General Meeting with at least three quarters of the Members of the Association who vote at the meeting (whether in person or by proxy) voting in favour of the resolution.
- To avoid ambiguity, this definition does not prohibit a Special Resolution being passed in another manner approved by the Registrar under the Act.
- (jj) **Surplus Assets** means the assets of the Association remaining after satisfaction of the debts and liabilities of the Association and the costs, charges and expenses of the winding up.
- (kk) **Voting Members** are all Members entitled to vote, unless suspended from Membership pursuant to **clause 13.4(b)**.

## **54 Interpretations**

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In this Constitution:

- (a) If an expression in this Constitution has a meaning in the Act, the meaning from the Act will apply to the expression, except where a contrary intention appears.
- (b) Words importing the singular include the plural and vice-versa and words importing any gender include all genders, unless the contrary is expressly provided.
- (c) The word **person** means a natural person and incorporated entity.
- (d) The words **writing** or **written** include any other mode of representing or reproducing words, figures, drawings or symbols in a visible form.
- (e) Where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning.
- (f) A reference to any clause or schedule is to a clause or schedule of this Constitution.
- (g) Reference to a statute, proclamation, rule, code, regulation or ordinance includes every amendment, consolidation, modification, re-enactment, reprint or replacement of it and any subordinate legislation or regulations made under it.
- (h) Headings do not form part of or affect the construction or interpretation of this Constitution.
- (i) Footnotes do not form part of this Constitution.

## Annexure A Form of Appointment of Proxy

Casey City Church Inc  
(incorporated under the *Associations Incorporation Reform Act 2012 (Vic)*)

### PROXY FORM

**1. Your details**  
(Please print your name and address)

Name of Member: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**2. Appoints**

Name of Active Member: \_\_\_\_\_  
(Please print name of proxy)

or failing the person so named, or if no person is named, the **Chairperson of the Meeting** to vote in accordance with the following directions or, if no directions have been given, as the proxy or the Chairperson sees fit at the (Annual) General Meeting of Casey City Church Inc to be held on *[insert date]* commencing at *[insert time]* and at any adjournment thereof.

**3. Directions**

**4. Signature**

**5. Date**