

# **Constitution**

## **Faith Church (Sunshine Coast) Limited**

ACN 665 810 551

**A Public Company Limited by Guarantee**

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## **1 General**

### **1.1 Definitions**

Unless the contrary intention appears, in this Constitution:

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

**ASIC** means the Australian Securities and Investments Commission.

**Canon** means any law made by the Synod.

**Church Council** means some or all of the Directors acting as a board of directors.

**Church Office** means the registered office for the time being of the Company.

**Company** means Faith Church (Sunshine Coast) Limited being an Australian public company limited by guarantee established under the Corporations Act which bears the ACN (to be issued on incorporation).

**Constitution** means this document as it may be amended from time to time.

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

**Court** means a court of competent jurisdiction over a relevant matter.

**Deductible Contribution** means a contribution of money or property as described in item 7 or item 8 of the table in section 30-15 of the Tax Act in relation to a fundraising event held for that purpose.

**Diocesan Company** means Diocese of the Southern Cross Limited ACN 654 120 233.

**Diocesan Constitution** means the constitution of the Diocesan Company.

**Director** means an individual holding office as director of the Company.

**Directors' Consent Form** means a form substantially in the form set out in Schedule 2.

**Doctrine of the Church** has the meaning given in the Diocesan Constitution.

**Gift** means a gift or contribution of money or property for the principal purpose of the Company.

**Gift Fund** means a management account established in accordance with clause 11.2(b).

**Initial Director** means a director at the establishment of the Company.

**Member Church** means a church which is a Member Church of the Diocesan Company.

**Member Representative** means each of:

- (a) the Pastor of Faith Church (Sunshine Coast); and
- (b) the two Directors appointed by the Church Council to be Member Representatives under clause 5.6(a)(ii).

**Object** means each object of the Company as set out in clause 2.1.

**Roll** means the register of Voting Church Members and other persons maintained under clause 3.4.

**Rule** means a rule made by the Church Council in accordance with clause 5.6(d).

**Schedule** means a schedule to this Constitution.

**Secretary** means an individual appointed as a secretary of the Company in accordance with clause 5.6(b)(ii).

**Special Resolution** means a resolution of which due notice (setting out the intention to propose the resolution and stating the resolution) has been given and that has been passed by at least 75% of the votes of Members entitled to vote on the resolution.

**Synod** means the body formed and convened under the Diocesan Constitution and the relevant Canon comprising member representatives of member churches including the Member Representatives of the Company appointed under clause 5.6(a)(ii).

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

**Voting Church Member** means an individual described in clause 3.3(d).

**Voting Church Member Application Form** means the application form as set out in Schedule 1.

## 1.2 Interpretation

Unless the contrary intention appears, in this Constitution:

- (a) a reference to "doctrine", including "Doctrine of the Church", is not limited to matters relating to salvation;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a clause is a reference to a clause in this Constitution unless otherwise stated;
- (d) a reference to a law includes regulations and instruments made under the law;
- (e) a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by the State or the Commonwealth of Australia or otherwise;
- (f) a reference to a meeting includes a meeting by technology where all attendees have reasonable opportunity to participate;
- (g) a reference to a person being present in person includes an individual participating in a meeting as described in clause 1.2(f);
- (h) a reference to 'person' includes a natural person, corporation or other body corporate;
- (i) "writing" and "written" includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise;
- (j) the words "include" or "including" are not words of limitation; and

- (k) "\$" is a reference to the lawful currency of Australia.

### **1.3 Signing and electronic communication**

Where, by a provision of this Constitution, a document including a notice is required to be signed or communicated, that requirement may be satisfied in any manner permitted by the applicable law of the State, Territory or Commonwealth relating to electronic signing and transmission of documents, or in any other manner approved by the Church Council.

### **1.4 Corporations Act**

In this Constitution unless the contrary intention appears:

- (a) expressions in this Constitution that deal with a matter dealt with by a particular provision of the Corporations Act have the same meaning as they have in the Corporations Act; and
- (b) "section" means a section of the Corporations Act.
- (c) The provisions of the Corporations Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Company.

### **1.5 Headings**

Headings are inserted for convenience and are not to affect the interpretation of this Constitution.

## **2 The Company**

### **2.1 Object of the Company**

The Object and charitable purpose of the Company is to advance the Christian faith in Australia .

### **2.2 Powers of the Company**

- (a) The Company has the legal capacity and powers of an individual and also has all the powers of a body corporate under the Corporations Act and where the Company is a trustee, the powers of the trustee under the relevant trust instrument and laws related to trusts and trustees.
- (b) The Company may do such other things as are incidental or conducive to the attainment of the Object, including the establishment of a public fund.

### **2.3 Not-for-profit nature of the Company**

- (a) The income and the assets of the Company, however derived:
  - (i) must be applied solely towards the promotion of the Object; and
  - (ii) may not be distributed, paid or transferred to any Voting Church Member, directly or indirectly, in whole or in part and in any manner (including dividend, bonus or benefit).
- (b) Clause 2.3(a) does not prevent the Company from doing any of the following provided it is done in good faith:

- (i) paying or remunerating any Voting Church Member, at a fair and reasonable rate or rate more favourable to the Company, for goods or services provided by the member to the Company in the ordinary course of business;
- (ii) reimbursing any Voting Church Member for expenses they have properly incurred for the Company; or
- (iii) payment to any Voting Church Member in carrying out or furthering the Object.

#### **2.4 Guarantee by members**

- (a) If the Company is wound up each Voting Church Member and each person who is a Voting Church Member within one year of the commencement of the winding up will contribute an amount of no more than \$10.
- (b) The contribution of each person under clause 2.4(a) (each a "contributory" in this clause 2.4(b)) is to be utilised by the Company to pay:
  - (i) the Company's debts and liabilities incurred before the contributory ceased to be a Voting Church Member;
  - (ii) the costs of winding up the Company; and
  - (iii) adjustment of the rights of the contributories among themselves.
- (c) The liability of each Voting Church Member to any person in respect of the Company is limited to the amount set out in clause 2.4(a).

#### **2.5 Application of assets which remains on winding up**

- (a) Subject to clause 2.3(b)(iii), if any asset remains on the winding up or dissolution of the Company after satisfaction of all its debts and liabilities, then, subject always to clause 2.3, that asset may not be paid to or distributed among the Voting Church Members but must be transferred to one or more funds or institutions:
  - (i) that have charitable purposes similar to, or inclusive of, the Object; and
  - (ii) are not-for-profit entities whose governing documents prohibit the distribution of its income and asset among its members (if it has members) to at least the same extent as imposed on the Company under this Constitution.
  - (iii) The funds or institutions will be determined by the Voting Church Members at or before the time of dissolution.

#### **2.6 Doctrines and Canons of the Church**

- (a) During any period in which the Company is a Member Church, the Company adopts as its doctrinal tenets and beliefs the Doctrine of the Church.
- (b) During any period in which the Company is Member Church, the Company must operate Faith Church (Sunshine Coast) in accordance with the Doctrine of the Church and the requirements set out in the Diocesan Constitution and any applicable Canons.

### **3 Membership**

#### **3.1 Voting Church Members**

- (a) Voting Church Members are members of the Company for the purposes of the Corporations Act.
- (b) Subject to paragraph (c), the minimum number of Voting Church Members will be fifteen and there is to be no maximum number of Voting Church Members.
- (c) Prior to the approval of the Company as a Member Church of the Diocesan Company, the minimum number of Voting Church Members is three.

#### **3.2 Eligibility as a Voting Church Member**

- (a) To be eligible as a Voting Church Member, the person must
  - (i) be an individual over 18 years old;
  - (ii) Be baptised and a regular attendee for worship services Faith Church (Sunshine Coast);
  - (iii) meet such other criteria as may be set by the Church Council;
  - (iv) be recommended to the Church Council by another Voting Church Member or the Pastor Faith Church (Sunshine Coast); and
  - (v) have submitted a completed a Voting Church Member Application Form (or such form as the Church Council may from time to time prescribe) in which the individual —
    - (A) commits to the Doctrine of the Church, and
    - (B) consents to be a Voting Church Member.

#### **3.3 Approval and registration as a Voting Church Member**

- (a) Each application for admission as a Voting Church Member will be considered and determined by the Church Council.
- (b) The Church Council has the discretion to refuse any application to be a Voting Church Member without giving any reason for refusing.
- (c) As soon as practicable after a recommendation or application under clause 3.3(a) is accepted, the Secretary must:
  - (i) notify the individual; and
  - (ii) cause the name and other details of the individual to be entered on the Roll as a Voting Church Member.
- (d) An individual is a Voting Church Member only when their name is entered in the Roll.

#### **3.4 Roll**

- (a) The Company must establish and maintain a Roll. The Roll must be kept by the Secretary and must contain for each Voting Church Member and each person



who is a regular attendee for worship services at Faith Church (Sunshine Coast), and each individual who has ceased to be such in the previous seven years, the following:

- (i) their name;
  - (ii) their street and electronic addresses, and any alternative address, for service of notice purposes; and
  - (iii) date the individual was entered in the Roll and membership is ended (where relevant).
- (b) The Company must provide access to the Roll in accordance with the Corporations Act.
- (c) Each Voting Church Member must notify the Company of any change in the matters listed in clause 3.4(a) within one month after the change.

### **3.5 Cessation of membership**

A Voting Church Member ceases to be a member of the Company if:

- (a) the member provides a written notice of resignation and such cessation will be with effect from the specified date in the notice or in the absence of such notice, on receipt of the notice by the Company;
- (b) the membership is terminated in accordance with this Constitution;
- (c) the member ceases to be a regular attendee at worship services of the Faith Church (Sunshine Coast) as determined by the Church Council;
- (d) the member becomes of unsound mind as determined by the Church Council or a person or estate is liable to be dealt with in any way under a law related to mental health and the cessation will be with effect from the date of the Church Council's determination; or
- (e) the member dies.

### **3.6 Termination of Church Membership**

- (a) Subject to this Constitution, the Church Council or Voting Church Members in a members' meeting may at any time terminate the membership of a Voting Church Member, if the member takes any action or step (or omits to take any action or step) or engages in conduct (including making any statement or failure to make a statement) which in the opinion of the Church Council or Voting Church Members is:
  - (i) an indication that the Church Member can no longer meet the criteria for membership set out in clause 3.2; or
  - (ii) prejudicial to the interests of the Company (including its Object and Charitable Purpose) or the Faith Church (Sunshine Coast).
- (b) For a decision of the Church Council or the Voting Church Members in a members' meeting, under clause 3.6(a) to be effective, the general nature of the allegations made against the member must be notified to the member in writing and the member must be given a reasonable opportunity to respond to the

allegations before the final decision of the Church Council or the Voting Church Members, and the Church Council or the Voting Church Members must consider such response in their decision making.

#### **4 Members' meetings**

##### **4.1 Annual General Meetings**

- (a) The Church Council will convene the first annual general meeting of the Company no later than 18 months after the date of registration of the Company and thereafter within five months after the end of each financial year.
- (b) The business of an annual general meeting will include:
  - (i) reception of the minutes of the previous annual general meeting, unless the previous annual general meeting by resolution delegated the approval of the minutes by the Church Council;
  - (ii) reception of the annual report of the Pastor and Church Council (including the churchwardens);
  - (iii) consideration of annual financial reports of the Company accompanied by a copy of the report of the auditor or reviewer (as required) and report of Church Council in accordance with the requirements of a relevant law, regulation or guideline;
  - (iv) elections of Directors to be conducted at the first annual general meeting and then subsequently at the annual general meeting before the first Synod Session of each Synod;
  - (v) receiving the budget for the following year as approved by the Church Council; and
  - (vi) other matters of general interest or importance to Faith Church (Sunshine Coast) .

##### **4.2 Other members' meetings**

- (a) The Church Council:
  - (i) may convene and arrange to hold a members' meeting when they think fit; and
  - (ii) must convene and arrange to hold a members' meeting at the request of more than 50% of the Voting Church Members, giving a notice in writing to the Company which sets out the business and any resolution to be proposed at the meeting which is signed by the Voting Church Members making the request (with the percentage of votes that members have to be worked out as at the midnight before the request is given to the Company).

##### **4.3 Chair of members' meetings**

- (a) The Pastor of the Church or a Director appointed by the Pastor of the Faith Church (Sunshine Coast) will be the chair of each members' meeting (including annual general meeting) but if a meeting is held and they are not present within 10 minutes after the time appointed for holding the meeting or is unable or

unwilling to act, then the Voting Church Members must elect one of their number to be the chair of that meeting.

- (b) In the event of an equality of votes cast for and against a resolution, the chair of a members' meeting does not have a casting vote, and consequently the resolution will not be passed.
- (c) The Chair of a members' meeting:
  - (i) has charge of the general conduct of the meeting and of the procedures to be adopted at the meeting;
  - (ii) may require the adoption of any procedure which is, in the chair's opinion, necessary or desirable for proper and orderly debate or discussion and the proper and orderly casting or recording of votes at the meeting; and
  - (iii) may, having regard where necessary to the Corporations Act and applicable Canons, terminate discussion or debate on any matter whenever the chairperson considers it necessary or desirable for the proper conduct of the meeting;

and a decision by the Chair under clause 4.3(c)(iii) is final.

#### **4.4 Quorum for members' meetings**

- (a) At a members' meeting (including an annual general meeting), the number of Voting Church Members whose presence in person is necessary to constitute a quorum is one-fifth of the total number of Voting Church Members or seven Voting Church Members, whichever is greater.
- (b) If a quorum is not present within 30 minutes after the time for the commencement of a members' meeting, the meeting:
  - (i) if convened at the request of members, is dissolved; and
  - (ii) in any other case, stands adjourned to the day and time as the Church Council may appoint by notice to the Voting Church Members and others entitled to notice of the meeting.

#### **4.5 Decisions at members' meetings**

- (a) At each members' meeting (including an annual general meeting):
  - (i) Voting Church Members will be able to attend, participate in and vote; and
  - (ii) other persons will be able to attend as observers only (unless otherwise provided under the Corporations Act).
- (b) Each Voting Church Member has one vote whether on a show of hands or on a poll, on any matter to be decided at members' meetings (including annual general meetings).
- (c) Subject to clause 4.5(d):
  - (i) unless otherwise required by the Corporations Act or this Constitution, a question arising and a resolution proposed at a members' meeting

(including an annual general meeting) is to be decided by a show of hands (or, where the meeting is being conducted by technology, such other similar method as determined by the Chair of the meeting); and

- (ii) a declaration by the Chair of the meeting that a resolution has, on a show of hands, been carried or not carried, unanimously or by a particular majority, or lost, is conclusive evidence of the fact.
- (d) If a poll is demanded at a members' meeting, the result of the poll is the resolution of the meeting at which the poll was demanded on the relevant question or resolution proposed.

#### **4.6 Notice of members' meetings**

- (a) Notice of every members' meeting (including an annual general meeting) must be given in accordance to clause 11.5 to each:
  - (i) each Voting Church Member;
  - (ii) Director;
  - (iii) each person (other than a Voting Church Member) who is regular attendee for worship services at Faith Church (Sunshine Coast) and on the Roll; and
  - (iv) person entitled to be given notice of a members' meeting under the Corporations Act,

on the date on which the notice is being issued.

- (b) In computing the period of notice for a members' meeting both the day on which the notice is given or taken to be given and the day of the meeting convened by the notice are to be disregarded.
- (c) Where a members' meeting is convened by the Church Council they may by notice, whenever they think fit, cancel the meeting or postpone the holding of the meeting to a date and time determined by them or to change the place of the meeting.

This clause 4.6(c) does not apply to a meeting convened in accordance with the Corporations Act by Voting Church Members, by the Church Council at the request of Voting Church Members or to a meeting convened by a Court.

- (d) A notice of cancellation, postponement or change of place of a members' meeting must state the reason for cancellation or postponement and be given to each person who has been given notice of the members' meeting.
- (e) A notice of postponement of a members' meeting must specify:
  - (i) the postponed date and time for holding the meeting;
  - (ii) a place for holding the meeting which may be either the same as or different from the place specified in the notice convening the meeting; and
  - (iii) if the meeting is to be held in two or more places, the technology that will be used to facilitate the holding of the meeting in that manner.

- (f) The number of days from the giving of a notice postponing the holding of an members' meeting to the date specified in that notice for the holding of the postponed meeting must not be less than the number of days' notice of the meeting required to be given under clause 4.6.
- (g) The only business that may be transacted at a members' meeting the holding of which is postponed is the business specified in the original notice convening the meeting or such other business as may be approved at the meeting.

#### **4.7 Circular resolutions of members**

- (a) The Voting Church Members may make any resolution that the Corporations Act or this Constitution requires or permits to be passed at a members' meeting in the manner set out in this clause 4.7 without holding a meeting.
- (b) A resolution under this clause 4.7 is passed if each Voting Church Member who is entitled to vote on the resolution:
  - (i) signs a document containing a statement that they are in favour of the resolution set out in the document (provided that separate copies of a document may be used for signing by Voting Church Members if the wording of the resolution and statement is identical in each copy); or
  - (ii) sends an email to the Company confirming that they agree to a proposed resolution, and that email includes the text of the proposed resolution.
- (c) The resolution is passed when the last Voting Church Member signs pursuant to clause 4.7(b)(i) or when the last Voting Church Member's email pursuant to clause 4.7(b)(ii) is received by the Company.
- (d) The Company shall inform all Voting Church Members of each resolution passed under this clause 4.7 as soon as practicable after the resolution is made.

### **5 Directors and the Church Council**

#### **5.1 The Church Council and number of Directors**

- (a) The Church Council shall comprise the Directors.
- (b) The number of Directors will be such number between four and eleven (one of whom must be the Pastor) as the Voting Church Members determine and, in the absence of any such determination, the number of Directors will be four (one of whom must be the Pastor).

#### **5.2 Appointments of Directors**

The Church Council shall:

- (a) comprise the Pastor and each other person who is an Initial Director; and
- (b) after the first annual general meeting of the Company, comprise —
  - (i) the Pastor, and
  - (ii) each person who is eligible to be a Director under clause 5.3 and who is elected to be a director at an annual general meeting of Faith Church (Sunshine Coast); and

- (c) at any time, include each person appointed to fill a vacancy left by any above individual in accordance with this Constitution.

### **5.3 Qualification to be Director**

Other than in respect of the Pastor, to be eligible for the office of Director an individual must:

- (a) be a Voting Church Member;
- (b) have completed a Directors' Consent Form and —
  - (i) if the Company is a Member Church at the relevant time, is committed to the Doctrine of the Church,
  - (ii) consents in writing to act as a Director;
- (c) not be a spouse or close relative of any other Director; and
- (d) in the event that it is required under a law, regulation or guideline applicable to the Company,<sup>1</sup> have the requisite level or degree of responsibility to the general public.

### **5.4 Terms of Directors and reappointments**

- (a) The Pastor is a Director for the term of their incumbency as the pastor of Faith Church (Sunshine Coast).
- (b) Each Director, other than the Pastor, is subject to the term limits and reappointment requirements as set out below:
  - (i) Each Initial Director holds the office from the establishment of the Company until the end of the first annual general meeting of the Company, but, subject to clause 5.4(b)(iii), is eligible for election at that meeting.
  - (ii) Each Director elected at an annual general meeting holds office for a period from the date of the meeting until the conclusion of the third annual general meeting but is eligible for re-election.
  - (iii) A Director under clause 5.4(b)(iii)(A) or 5.4(b)(ii) is entitled to seek re-election as a Director on two consecutive occasions provided that:
    - (A) if the Director was an Initial Director, the Director's period of continuous service shall not exceed a period comprised of the period during which they are an Initial Director plus six years; and
    - (B) in other cases, the Director's period of continuous service as Director shall not exceed a period of nine years,unless the Voting Church Members, by resolution agrees to waive this requirement for the Director.

- (c) The Voting Church Members may by special resolution in a members' meeting or in a written resolution remove any Director (other than the Pastor) before the expiration of that Director's period of office, and may appoint another person in the place of that Director in accordance with clause 5.5(b).

#### **5.5 Vacation of office of Director**

- (a) In addition to the circumstances in which the office of a Director becomes vacant under the Corporations Act or operation of this provision, the office of a Director becomes vacant if the Director:
  - (i) ceases to be eligible in accordance with clause 5.3;
  - (ii) resigns from the office by notice in writing to the Company having immediate effect or with effect from a specified date in the notice;
  - (iii) is not present at three successive meetings of the Church Council without leave of absence from the Church Council;
  - (iv) becomes of unsound mind (as determined by the Church Council) or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
  - (v) becomes insolvent or bankrupt, compounds with their creditors, or assigns their estate for the benefit of their creditors;
  - (vi) becomes prohibited, disqualified or removed from being a Director by reason of any order of any Court or regulator; or
  - (vii) dies.
- (b) Where the office of a Director becomes vacant, the Church Council may at any time appoint any person eligible in accordance with clause 5.3 to be a Director, to fill the casual vacancy and the Director appointed under this provision holds office until the conclusion of the term of the Director whom the person replaced, but is eligible for election at the relevant annual general meeting.
- (c) At any time, the Church Council may appoint an eligible person, in accordance with clause 5.3, to be a Director as an addition to the existing Directors, provided the total number of Directors does not exceed the maximum number in clause 5.1(b) and the Director appointed under this provision holds office until the conclusion of the next annual general meeting but is eligible for election at that meeting.

#### **5.6 Powers and duties of the Church Council**

- (a) During any period in which the Company is Member Church, in relation specifically to being a Member Church, the Church Council is to:
  - (i) cause the Company and Faith Church (Sunshine Coast) to be conducted in accord with clause 2.6 and meeting the criteria to remain as a Member Church, and must use their best endeavours to ensure that these are honoured and adhered to in the conduct of all their business; and
  - (ii) ahead of each Synod, appoint —

- (A) two Voting Church Members (who may be a Director) who shall, with the Pastor, be the Member Representatives of the Company, and
  - (B) an additional Voting Church Members (who may be a Director) who shall be the alternate Member Representative.
- (b) The Church Council will:
  - (i) annually after the annual general meeting, appoint —
    - (A) three Directors (one of whom must be nominated by the Pastor) to be the churchwardens of Faith Church (Sunshine Coast) with specific functions and responsibilities under applicable Canons,
    - (B) one Director to be the treasurer of the Faith Church (Sunshine Coast), and
    - (C) such number of Directors (as required under applicable Canons) to be representatives of the Faith Church (Sunshine Coast) to the incumbency committee of the church with specific functions and responsibilities under applicable Canons,

provided that a Director may hold more than one of the positions referred to in each of clauses 5.6(b)(i)(A), 5.6(b)(i)(B) and 5.6(b)(i)(C);
  - (ii) ensure that at all times, the Company has a Secretary and a Public Officer (in accordance with the *Income Tax Assessment Act 1936* (Cth)) and may suspend or remove a person from that office, that the Secretary and Public Officer may but need not be a Director and one person may be appointed to hold both roles; and
  - (iii) cause proper financial records to be kept and, if required by a law, regulation or guideline applicable to the Company or otherwise considered by the Church Council to be appropriate, cause the accounts of the Company to be audited or reviewed accordingly. and annually before the end of each financial year, cause a budget for Faith Church (Sunshine Coast) for the following financial year to be prepared.
- (c) Without limiting clause 5.6(c), the Church Council may:
  - (i) manage the business of the Company and may exercise all the powers of the Company that are not, by the Corporations Act or by this Constitution, required to be exercised by the Company in members' meeting; and
  - (ii) subject to any trusts relating to the assets of the Company, exercise all the powers of the Company to —
    - (iii) borrow or raise money,
    - (iv) charge any assets or business of the Company,
    - (i) give any security for a debt, liability or obligation of the Company or of any other person.



- (d) Subject to this Constitution, the Church Council may from time to time by resolution make and rescind or alter any Rule which is binding on Voting Church Members provided that each Rule or alteration of a Rule must not be inconsistent with this Constitution or any Canon.
- (e) While the Company is a registered charity under the ACNC Act, each Director must comply with the duties described in governance standard 5 as set out in the regulations made under the ACNC Act and such other obligations as applying under the ACNC Act or the Corporations Act from time to time.
- (f) The Church Council may resolve to delegate any of their powers to:
  - (i) a committee in accordance with clause 7;
  - (ii) a Director;
  - (iii) an employee of the Company on terms and subject to any restrictions to be decided by the Church Council; or
  - (iv) any other person on terms and subject to any restrictions to be decided by the Church Council;

provided that

  - (v) the power may be delegated for such time as determined by the Church Council and the Church Council may at any time revoke or vary the delegation;
  - (vi) the delegate must exercise the powers delegated in accordance with any directions of the Church Council, and the exercise of the power by the delegate is as effective as if the Church Council had exercised it; and
  - (vii) the Church Council may continue to exercise any power it has delegated.
- (g) By power of attorney, the Church Council may appoint any person to be an attorney of the Company, with such powers, authorities and discretions of the Church Council as the Church Council think fit and for such purposes, period and conditions as determined by the Church Council and such power of may contain any provisions for the protection and convenience of the attorney and persons dealing with the attorney that the Church Council think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

## **5.7 Remuneration and expenses of Directors**

- (a) No Director may be paid any remuneration for their services as a Director or in any other capacity (including as churchwarden or treasurer) in relation to Faith Church (Sunshine Coast).
- (b) The restriction in clause 5.7(a) does not prohibit remuneration of a Director who is the Pastor of Faith Church (Sunshine Coast) or an employee of the Company for their services in those capacities.
- (c) A Director is entitled to be reimbursed out of the funds of the Company for such reasonable travelling, accommodation and other expenses as the Director may

incur when engaged on the business of the Company (including travelling, accommodation and other expenses) or the Faith Church (Sunshine Coast) provided that any such reimbursement is to be approved by the Church Council.

## **6 Church Council meetings and decisions**

### **6.1 Meetings and decisions at meetings**

- (a) The Church Council may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit and any Director may at any time, and the Secretary must on the written request of a Director, convene a meeting of the Church Council.
- (b) A question arising at a meeting of Church Council is to be decided by a majority of votes of Directors present and entitled to vote and that decision is for all purposes a decision of the Directors.

### **6.2 Chair**

- (a) The Pastor of the Faith Church (Sunshine Coast) will be the chair of all meetings of Church Council but if a Church Council meeting is held and the Chair is not present within 10 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act then the remaining Directors must elect one of their number to be the chair of that meeting.
- (b) In the event of an equality of votes cast for and against a resolution, the Chair of the Church Council meeting does not have a casting vote, and consequently the resolution will not be passed.

### **6.3 Quorum for Church Council meeting**

- (a) At a meeting of Church Council, the number of Directors whose presence in person is necessary to constitute a quorum is as determined by the Church Council, and, unless so determined, is a majority of Directors holding office or two Directors, whichever is the greater provided that the Pastor must be present.
- (b) The Church Council may act despite a vacancy in their number. If their number is reduced below the minimum fixed by clause 5.1(b), the Church Council may, except in an emergency, act only for the purpose of filling vacancies to the extent necessary to bring their number up to that minimum or to convene a members' meeting for the purposes of electing Directors to fill vacancies.

### **6.4 Circular resolutions**

- (a) The Church Council may make a resolution without a Church Council meeting being held in the manner set out in this clause 6.4.
- (b) A circular resolution is passed if each Director entitled to vote on the resolution:
  - (i) signs a document containing a statement that they are in favour of the resolution set out in the document, where separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy; or

- (ii) sends an email to the Company confirming that they agree to the proposed resolution, and that email includes the text of the proposed resolution.
- (c) The resolution is passed when the last Director signs pursuant to clause 6.4(b)(i) or when the last Director's email pursuant to clause 6.4(b)(ii) is received by the Secretary or the Chair.

## **6.5 Conflicts of interest of any Director**

- (a) A Director must disclose the nature and extent of any actual or perceived material conflict of interest in a matter that is being considered at a meeting of the Church Council (or that is proposed in a circular resolution):
  - (i) to the Directors; or
  - (ii) if all of the Directors have the same conflict of interest, to the Voting Church Members at the next members' meeting, or at an earlier time if reasonable to do so.
- (b) The disclosure of a conflict of interest by a Director must be recorded in the minutes of the relevant meeting (or of the circular resolution).
- (c) Each Director who has a material personal interest in a matter that is being considered at a meeting of the Church Council (or that is proposed in a circular resolution) must not, except as provided under clause 6.5(d):
  - (i) be present at the meeting while the matter is being discussed; or
  - (ii) vote on the matter.
- (d) A Director with a material personal interest in a matter may still be present and vote on the matter in a meeting (or in a circular resolution) if:
  - (i) their interest arises because they are a Voting Church Member and significant numbers of the other Voting Church Members have the same interest;
  - (ii) their interest arises in relation to remuneration as a Director;
  - (iii) their interest relates to a payment by the Company under clause 10.1, or any contract relating to an indemnity that is allowed under the Corporations Act;
  - (iv) their interest relates to an insurance contract that insures, or would insure, the Director against liabilities that the Director incurs as a Director (see clause 10.2);
  - (v) ASIC makes an order allowing the Director to vote on the matter; or
  - (vi) the Directors who do not have material personal interest in the matter make a resolution that:
    - (A) identifies the Director, the nature and extent of the Director's interest in the matter and how it related to the affairs of the Company; and

- (B) states that they are satisfied that the interest should not stop the Director from being present or voting.

## **6.6 Validity of acts of the Church Council**

All acts done at a meeting of the Church Council or of a committee of Church Council, or by a person acting as a Director, are taken as valid as if the relevant person had been duly appointed or had duly continued in office and was qualified and entitled to vote, even if it is afterwards discovered that:

- (a) there was a defect in the appointment or continuance in office of a person as a Director or of the person so acting; or
- (b) a person acting as a Director was disqualified or was not entitled to vote.

## **7 Committees of the Church Council**

### **7.1 Power to delegate to committees**

The Church Council may establish and delegate any of their powers, to any committee permitted under this Constitution consisting of such person appointed by the Directors or as set out in this Constitution.

### **7.2 Other committees**

- (a) Any committee of the Church Council must exercise the powers delegated to it by the Church Council under clause 7.1:
  - (i) in accordance with the terms and subject to any restrictions and any directions of the Church Council; and
  - (ii) so as to be concurrent with, or to the exclusion of, the powers of the Church Council;

and a power so exercised is taken to have been exercised by the Church Council.

- (b) The committee may meet and adjourn as it thinks proper or in accordance with the terms and subject to any restrictions and any directions of the Church Council.
- (c) The committee members may elect one of their number as chair of their meetings and if a meeting of a committee is held and:
  - (i) a chair has not been elected; or
  - (ii) the chair is not present within ten minutes after the time appointed for the holding of the meeting or is unable or unwilling to act;

then the committee members involved may elect one of their number to be chair of that meeting.

- (d) Questions arising at a meeting of the committee are to be determined by a majority of votes of the committee members present and voting and in the event of an equality of votes, the chair of the meeting does not have a casting vote, and consequently the resolution will not be passed.

## **8 Other officers, Secretary and Public Officer**

The Church Council is to appoint the officers of the Company other than those in clause 5.6 with such frequency as the Church Council from time to time determine.

## **9 Amendment to this Constitution**

- (a) This Constitution may only be amended by Special Resolution of Voting Church Members.
- (b) Notwithstanding clause 9(a), while the Company:
  - (i) is a Member Church, the Church Members must not make a Special Resolution that amends this Constitution, if making it causes the Company to no longer meet the criteria to be a Member Church under the Diocesan Constitution; and
  - (ii) is a registered charity under the ACNC Act, the Church Members must not make a Special Resolution that amends this Constitution if passing it causes the Company to no longer be a charity.
- (c) Any modification of this Constitution takes effect on the date the relevant resolution is passed or any other date specified, or provided for, in the resolution provided all relevant requirements have been met.

## **10 Indemnity and insurance**

### **10.1 Indemnity**

- (a) The Company indemnifies each current or former Director, churchwarden, treasurer, Secretary or other officer of the Company out of the assets of the Company against:
  - (i) every liability incurred by the person in that capacity or in a capacity held by that person by virtue of the person holding office; and
  - (ii) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity;except to the extent that:
  - (iii) the Company is forbidden by law (including the Corporations Act) to indemnify the person against the liability or legal costs;
  - (iv) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by any law; or
  - (v) the person is entitled to be, and is actually, indemnified by another person (including an insurer under any insurance policy).
- (b) The indemnity is a continuing obligation and is enforceable by a person even though they are no longer hold an office in the Company.

## **10.2 Insurance**

The Company will pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring each person who is or has been a Director, churchwarden, treasurer, Secretary or other officer of the Company against liability arising out of conduct by the person in that capacity (**Relevant Conduct**), including a liability for legal costs, unless:

- (a) the Company is forbidden by law to pay or agree to pay the premium in respect of the Relevant Conduct (whether or not the law applies in the particular case); or
- (b) the contract would, if the Company paid the premium, be made void by any law (including the Corporations Act).

## **10.3 Contract**

The Company may enter into an agreement with a person referred to in clauses 10.1 and 10.2 with respect to the matters covered by those provisions. An agreement entered into in accordance with this clause 10.3 may include provisions relating to rights of access to the information and books of the Company conferred by the Corporations Act or otherwise by law.

## **11 Miscellaneous**

### **11.1 Execution of documents**

Documents executed for and on behalf of the Company must be executed by:

- (a) two Directors;
- (b) a Director and the Secretary; or
- (c) such other persons as the Directors by resolution appoint from time to time.

### **11.2 Accounts and Gift Fund**

- (a) The Church Council must cause proper financial records to be kept and, if required by a law, regulation or guideline applicable to the Company or otherwise considered by the Directors to be appropriate, cause the accounts of the Company to be audited or reviewed accordingly.
- (b) The Company may maintain a Gift Fund:
  - (i) to identify and record Gifts and Deductible Contributions;
  - (ii) to identify and record any money received by the Company because of those Gifts and Deductible Contributions; and
  - (iii) that does not identify and record any other money or property,and the Church Council must use the Gift Fund only for purposes of receiving Gifts and Deductible Contributions for the objects of the Company and the Gift Fund forms part of the accounts of the Company.

### **11.3 Seals**

- (a) The Church Council must provide for the safe custody of any seal of the Company.
- (b) If the Company has a common seal or duplicate common seal:
  - (i) it may be used only by the authority of the Church Council, or of a committee authorised by the Church Council to authorise its use; and
  - (ii) every document to which it is affixed must be signed by a Director and be countersigned by another Director, a Secretary or another person appointed by the Directors to countersign that document or a class of documents in which that document is included.

### **11.4 Inspection of records**

- (a) A Voting Church Member does not have the right to inspect any document of the Company except as provided by law or authorised by the Church Council or by the Company in members' meeting.
- (b) Subject to the Corporations Act, the Church Council may determine whether and to what extent, and at what times and places and under what conditions, any document of the Company will be available to be inspected any Voting Church Member.

### **11.5 Service of documents**

- (a) In this clause 11.5, a reference to a document includes a notice.
- (b) The Company may give a document a Voting Church Member or Director:
  - (i) personally;
  - (ii) by sending it by post to the address for the member or Director in the Roll or an alternative address nominated by the member or Director; or
  - (iii) by sending it to an electronic address nominated by the member or Director.
- (c) A Voting Church Member or Director may give a document to the Company:
  - (i) by serving it on the Company at the Church Office;
  - (ii) by sending it by post to the Church Office; or
  - (iii) by sending it to the electronic address nominated by the Company.
- (d) A document sent by post:
  - (i) if sent to an address in Australia, may be sent by ordinary post and is taken to have been received on the 5th business day after the date of its posting; and
  - (ii) if sent to an address outside Australia, must be sent by airmail and is taken to have been received on the 7th business day after the date of its posting.

- (e) If a document is sent by electronic transmission, delivery of the document is taken:
  - (i) to be effected by properly addressing and transmitting the electronic transmission; and
  - (ii) to have been delivered on the day following its transmission.
- (f) A certificate in writing signed by a Director or the Secretary stating that a document was sent to a Voting Church Member, or Director by post or electronic transmission on a particular date is *prima facie* evidence that the document was so sent on that date.



**Schedule 1: Voting Member Application Form**

**Faith Church (Sunshine Coast)  
Application to be a Voting Church Member**

I make this application to be a Voting Church Member of Faith Church (Sunshine Coast) Limited ACN ### (the **Company**).

I confirm that I meet all the requirements to be a Voting Church Member as set out in the Constitution of the Company (the **Company Constitution**):

*The requirements are set out in clause 3.2(a) of the Company Constitution. Please tick every box*

I am over 18 years old

I have been baptised and am a regular attendee for worship services at the Church

My application is recommended to the Church Council by another Voting Church Member or the Pastor of the Church.

*[insert other criteria (if any) set by the Church Council - see clause 3.2(a)(iii) of the Company Constitution]*

I confirm that I have read the Company Constitution and:

*Please tick every box*

*[retain only if Company is a Member Church of the Diocese of the Southern Cross]* I understand that the Church is/will be a Member Church of the Diocese of the Southern Cross

*[retain only if Company is a Member Church of the Diocese of the Southern Cross]* I commit to the Doctrine of the Church (See clause 3.2(a)(v)(A) of the Company Constitution)

I consent to be a Voting Church Member (See clause 3.2(a)(v)(B) of the Company Constitution)

I acknowledge that I will only be a Voting Church Member when my name is entered in the Roll of the Company. (See clause 3.3(d) of the Company Constitution)

I agree that my membership as a Voting Church Member will be terminated by the Church Council or Voting Church Members in a members' meeting of the Company if I take any action or step (or omits to take any action or step) or engages in conduct (including making any statement or failure to make a statement) which in the opinion of the Church Council or Voting Church Members is:

- an indication that I can no longer meet the criteria for such membership; or
- prejudicial to the interests of the Company (including its Object and Charitable Purpose) *[[retain only if Company is a Member Church of the Diocese of the Southern Cross] or the Church]. (See clause 3.6 of the Company Constitution)*

I provide the following information about me and confirm that should there be any change in any of the following, I will inform the Company with 14 days of the change (see clauses 3.4(a) and 3.4(c) of the Company Constitution):

Full name:	Given names: Family name:
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Address:	Street address: Postal address (if different from the above): <i>Notices under the Company Constitution will be sent to this address or the email address provided below.</i>
Email address:	<i>Notices under the Company Constitution will be sent to this address or the street or postal address provided above.</i>
Phone number:	

**Signed:** \_\_\_\_\_

Date: \_\_\_\_\_

**Recommended**

**Signed:** \_\_\_\_\_

**Full name:** \_\_\_\_\_  
 Pastor / Voting Church Member *Delete as applicable*

**Schedule 2 - Directors' Consent Form**

**Faith Church (Sunshine Coast)  
Consent to be a Director**

In relation to Faith Church (Sunshine Coast) Limited ACN ### (**Company**), I consent and agree to:

- acting and being named as a Director of the Company and confirm that I have not been disqualified or banned from acting in that capacity.
- the terms of the Constitution of the Company including the guarantee amount of \$10 for Members [*retain only if Company is a Member Church of the Diocese of the Southern Cross: and the Doctrine of the Church as set out in the Constitution*].

Name:	Given names: Family name:
Former name(s) (if any)	
Address:	
Date of birth:	
Place of birth:	Town/City: State/country:
Phone number(s):	
Email address:	
Occupation:	

**Signed:** \_\_\_\_\_

Date: \_\_\_\_\_