



Constitution

Global Mission Partners Extend Limited

ACN 634 033 079

A Public Company Limited by Guarantee



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1 Definitions and interpretation

1.1 Definitions

In this Constitution unless a contrary intention appears:

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

ASIC means the Australian Securities and Investments Commission.

Company means Global Mission Partners Extend Limited being an Australian public company limited by guarantee established under the Corporations Act which bears the ACN 634 033 079.

Constitution means this constitution as amended from time to time.

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

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

Directors means some or all of the Directors acting as a board.

Global Mission Partners means Australian Churches of Christ Global Mission Partners Limited being an Australian Public Company which bears the ACN 614 443 186 .

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

Insolvency Event occurs where:

- (a) an order is made or a resolution is passed by creditors for the winding up, dissolution or external administration of the Member;
- (b) the Member enters into any arrangement, compromise or composition with or assignment for the benefit of its creditors or any class of them; or
- (c) a controller, receiver, receiver and manager, official manager or other external administrator is appointed to the Member.

Member means a person specified as the member of the Company under clause 6 and entered on the Register.

Object means the object of the Company as set out in clause 2.

Register means the register of members under the Corporations Act.

Related Body Corporate has the same meaning it has in the Corporations Act.

Secretary means an individual appointed as a secretary of the Company in accordance with clause 23.1.

1.2 Interpretation

In this Constitution unless the contrary intention appears:

- (a) words importing any gender include all other genders;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a law includes regulations and instruments made under the law;

- (d) a reference to a clause is a reference to a clause in this Constitution unless otherwise stated;
- (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 a person includes a natural person, corporation or other body corporate;
- (i) a power, an authority or a discretion reposed in a Director, the Directors or the Member may be exercised at any time and from time to time;
- (j) “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; and
- (k) Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia.

1.3 Signing

Where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions, or in any other manner approved by the Directors.

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;
- (b) “section” means a section of the Corporations Act; and
- (c) while the Company is a registered charity under the ACNC Act:
 - (i) subject to clause 1.4(c)(ii), the provisions of the Corporations Act in Part 2G.2 and Part 2G.3 apply as if section 111L(1) of the Corporations Act was not enacted; and
 - (ii) if one of those provisions includes a reference to ASIC, including a reference to lodge any document with, or seek consent or approval from ASIC, that particular requirement does not apply to the Company.

1.5 Headings

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



1.6 Replaceable rules do not apply

The provisions of the Corporations Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Company.

2 Object of the Company

The Object of the Company is to relieve poverty or distress (sickness, disability, destitution, suffering, misfortune or helplessness):

- (a) in Australia to address the disadvantage of Indigenous Australians; and
- (b) in approved settings overseas, including activities that address the root causes of poverty and sickness and providing pathways out of poverty and sickness; and
- (c) acting as trustee and to perform and discharge the duties and functions incidental thereto where this is incidental or conducive to the attainment of the Object; and
- (d) doing such other things as are incidental or conducive to the attainment of the Object.

3 Powers

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.

4 Application of income for Object only

4.1 Application of income and property

The income and the property of the Company, however derived:

- (a) must be applied solely towards the promotion of the Object; and
- (b) may not be paid or transferred to the Member, in whole or in part, either directly or indirectly by way of dividend, bonus or otherwise.

4.2 Payment in good faith

Clause 4.1 does not prevent payment in good faith to the Member:

- (a) of reasonable fees for services to the Company;
- (b) for goods supplied in the ordinary course of business;
- (c) of fair and reasonable interest on money borrowed from the Member;
- (d) of reasonable rent for premises let by the Member; or
- (e) in furtherance of the Object.

5 Winding up

5.1 Guarantee by Member

- (a) The Member undertakes to contribute to the Company's property if the Company is wound up while they are a Member, or within 1 year after they cease to be a Member.



- (b) This contribution is for:
 - (i) payment of the Company's debts and liabilities contracted before they ceased to be a Member; and
 - (ii) the costs of winding up.
- (c) The amount is not to exceed \$1.

5.2 Application of property

- (a) If any property remains on the winding up or dissolution of the Company and after satisfaction of all its debts and liabilities, then, subject always to clause 5.3 that property must be given or transferred to the Member, or one or more funds or institutions:
 - (i) having charitable purposes similar to, or inclusive of, the Object; and
 - (ii) is a not-for-profit entity whose governing documents prohibit the distribution of its income and property among its members (if it has members) to an extent at least as great as imposed on the Company under this Constitution.
- (b) The funds or institutions will be determined by the Member at or before the time of dissolution.

5.3 Transfer of surplus assets – deductible gift recipients

- (a) Where the Company has been endorsed as a deductible gift recipient, either under Subdivision 30-BA of the Income Tax Assessment Act as an entity or in relation to a fund or an institution it operates, then where:
 - (i) the Company is wound up;
 - (ii) the fund or institution is wound up; or
 - (iii) the endorsement of the Company or the fund under Subdivision 30-BA of the Income Tax Assessment Act is revoked;any surplus:
 - (i) gifts of money or property for the principal purpose of the Company, fund or institution (whichever is relevant);
 - (ii) contributions described in Item 7 or 8 of the table in section 30-15 of the Income Tax Assessment Act in relation to a fundraising event held for the purpose; and
 - (iii) money received by the Company because of such gifts or contributions, remaining after payment of all liabilities must be transferred to one or more funds or institutions that comply with clause 5.2 and are deductible gift recipients.
- (b) Where the Company operates more than one fund or institution for which it is a deductible gift recipient and its endorsement under Subdivision 30-BA of the Income Tax Assessment Act is revoked only in relation to one of those funds, or institutions then it may transfer any surplus assets of that fund or institution after payment of all liabilities to any other fund or institution for which it is endorsed as a deductible gift recipient.



6 Sole Membership

The Member of the Company is Global Mission Partners, or such other person admitted as the replacement sole Member under clause 7.1.

7 Ceasing to be a Member and admitting a replacement Member

7.1 Cessation of membership and admission of replacement Member

- (a) The Member ceases to be a Member on it passing a resolution to admit another person as a Member in its place, subject to that person:
 - (i) consenting to become a Member; and
 - (ii) having its name entered on the Register.
- (b) If the Member is subject to an Insolvency Event, it ceases to be a Member and the Directors shall immediately admit another person as the replacement Member, subject to that person:
 - (i) consenting to become a Member; and
 - (ii) having its name entered on the Register.

7.2 Limited liability

The Member has no liability as a Member except as set out in clause 5.1.

8 Resolutions of the Member

The Company may pass a resolution by the Member recording it and signing the record.

9 Directors

9.1 Number of Directors

- (a) The number of Directors must be at least 3.
- (b) Subject to clause 9.1(a), the Member may by resolution determine the number of Directors. In the absence of any such determination, the number of Directors will be 4.

9.2 Appointment of Directors

Directors are to be appointed by the Member.

9.3 Qualification of Directors

- (a) To be eligible for the office of Director a person must consent in writing to act as a Director.
- (b) In the event that it is required under a law, regulation or guideline applicable to the Company¹, the Company must ensure that a majority of the Directors are persons who have the requisite level or degree of responsibility to the general public.

¹ Such as where the Company or its public fund is endorsed as a deductible gift recipient and this is a condition for such endorsement.



9.4 Appointment of Directors

- (a) Directors are appointed on such terms as the Member thinks fit.
- (b) The Member may remove any Director before the expiration of a Director's term of office, and may appoint another person in the place of that Director.

9.5 Appointment of officers

The Directors are to appoint the other officers with such frequency as the Directors from time to time determine.

9.6 Casual vacancy

The Directors may at any time appoint any person to be a Director:

- (a) to fill a casual vacancy;
- (b) if at any time the number of Directors is less than 3; or
- (c) as an addition to the existing Directors, provided the total number of Directors does not exceed the number determined in accordance with clause 9.1,
subject to ratification by the Member.

10 Remuneration of Directors

The Directors must not be paid any remuneration for their services as Directors.

11 Expenses of Directors

- (a) 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 travelling to or from meetings of the Directors or a committee of Directors or when otherwise engaged in the business of the Company.
- (b) Any payment to a Director must be approved by the Directors.

12 Vacation of office of Director

In addition to the circumstances in which the office of a Director becomes vacant under the Corporations Act, the office of a Director becomes vacant if the Director:

- (a) is removed by the Member by notice in writing pursuant to clause 9.4(b), such removal taking effect from the date of such notice or other date specified in the notice;
- (b) resigns from the office by notice in writing to the Company;
- (c) is not present at 3 successive meetings of the Directors without leave of absence from the Directors;
- (d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (e) becomes bankrupt, compounds with his creditors, or assigns his estate for the benefit of his creditors;
- (f) becomes prohibited, disqualified or removed from being a Director by reason of any order of any court of competent jurisdiction or regulator; or



- (g) dies.

13 Powers and duties of Directors

13.1 Directors to manage the Company

The Directors are to manage the business of the Company and may exercise all the powers of the Company that are not, by the Corporations Act, required to be exercised by the Company in general meeting.

13.2 Specific powers of Directors

Without limiting the generality of clause 13.1, and subject to any trusts relating to the assets of the Company, the Directors may exercise all the powers of the Company to:

- (a) borrow or raise money;
- (b) charge any property or business of the Company; and
- (c) give any security for a debt, liability or obligation of the Company or of any other person.

13.3 Delegation

- (a) The Directors may resolve to delegate any of their powers to:
 - (i) a committee in accordance with clause 20;
 - (ii) a Director;
 - (iii) an employee of the Company; or
 - (iv) any other person.
- (b) The power may be delegated for such time as determined by the Directors and the Directors may at any time revoke or vary the delegation.
- (c) The delegate must exercise the powers delegated in accordance with any directions of the Directors, and the exercise of the power by the delegate is as effective as if the Directors had exercised it.
- (d) The Directors may continue to exercise any power they have delegated.

13.4 Interests of Member

The Directors are authorised to act in the best interests of the Member in the circumstances contemplated by section 187 of the Corporations Act.

13.5 Compliance with duties under the Law

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 apply under the Corporations Act from time to time.

14 Rules

Subject to this Constitution, the Directors may from time to time by resolution make and rescind or alter rules for the management and conduct of the business of the Company, but such rules may be altered or revoked by the Member.



15 Appointment of attorney

- (a) The Directors may, by power of attorney, appoint any person to be the attorney of the Company for the purposes and with the powers, authorities and discretions held by the Directors for the period and subject to the conditions that they think fit.
- (b) A power of attorney granted under this clause 15 may contain any provisions for the protection and convenience of persons dealing with the attorney that the Directors 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.

16 Conflicts of interest

16.1 Disclosure of conflict of interest

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 Directors (or that is proposed in a circular resolution):

- (a) to the Directors; or
- (b) if all of the Directors have the same conflict of interest, to the Member as soon as reasonably practicable.

16.2 Disclosure recorded in minutes

The disclosure of a conflict of interest by a Director must be recorded in the minutes of the meeting.

16.3 Material personal interest

Each Director who has a material personal interest in a matter that is being considered at a meeting of the Directors (or that is proposed in a circular resolution) must not, except as provided under clause 16.4:

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

16.4 Present and voting

A Director with a material personal interest in a matter may still be present and vote if:

- (a) their interest arises because they are a Member of the Company and the other Members have the same interest;
- (b) their interest relates to an insurance contract that insures, or would insure, the Director against liabilities that the Director incurs as a Director of the Company (see clause 29.2);
- (c) their interest relates to a payment by the Company under clause 29.1 (Indemnity), or any contract relating to an indemnity that is allowed under the Corporations Act;
- (d) ASIC makes an order allowing the Director to vote on the matter; or



- (e) the Directors who do not have material personal interest in the matter pass a resolution that:
 - (i) 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
 - (ii) says that those Directors are satisfied that the interest should not stop the Director from voting or being present.

17 Proceedings of Directors

17.1 Directors' meetings

- (a) The Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.
- (b) A Director may at any time, and the Secretary must on the written request of a Director, convene a meeting of the Directors.

17.2 Questions decided by majority

A question arising at a meeting of Directors 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.

18 Chairman and deputy chairman of Directors

18.1 Election of chairman and deputy chairman

The Directors may elect from their number a chairman and a deputy chairman of their meetings and may also determine the period for which the persons elected as chairman and deputy chairman are to hold office.

18.2 Absence of chairman at Directors' meeting

If a Directors' meeting is held and:

- (a) a chairman has not been elected under clause 18.1; or
- (b) the chairman 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 deputy chairman, if elected under clause 18.1, must be the chairman of the meeting or, if the deputy chairman is not present, the Directors present must elect one of their number to be a chairman of the meeting.

18.3 No casting vote for chairman at Directors' meetings

In the event of an equality of votes cast for and against a question, the chairman of the Directors' meeting does not have a second or casting vote, and consequently the question is decided in the negative.

19 Quorum for Directors' meeting

- (a) At a meeting of Directors, the number of Directors whose presence in person is necessary to constitute a quorum is as determined by the Directors, and, unless so determined, is a majority of Directors holding office or 3, whichever is greater.
- (b) The Directors may act despite a vacancy in their number. If their number is reduced below the minimum fixed by clause 9.1(a), the Directors 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, subject to ratification by the Member.

20 Committees

20.1 Delegation to committees

- (a) The Directors may delegate any of their powers, to a committee consisting of such one or more of their number or other person or persons as they think fit.
- (b) A committee to which any powers have been delegated under this clause 20.1 must exercise those powers in accordance with any directions of the Directors. A power so exercised is taken to have been exercised by the Directors.

20.2 Meetings of committees

A committee may meet and adjourn as it thinks proper, or as otherwise determined by the Directors.

20.3 Chairman of a committee

The members of a committee may elect one of their number as chairman of their meetings. If a meeting of a committee is held and:

- (a) a chairman has not been elected; or
- (b) the chairman 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 committee members involved may elect one of their number to be chairman of the meeting.

20.4 Determination of questions

- (a) Questions arising at a meeting of a committee are to be determined by a majority of votes of the members present and voting.
- (b) In the event of an equality of votes, the chairman of the meeting does not have a casting vote.

21 Circular resolutions

- (a) The Directors may pass a resolution without a Directors' meeting being held if all of the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) 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.
- (c) The resolution is passed when the last Director signs.

22 Validity of acts of Directors

All acts done at a meeting of the Directors or of a committee of Directors, 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.

23 Secretary

23.1 Appointment of Secretary

There must be at least one Secretary who is to be appointed by the Directors.

23.2 Suspension and removal of Secretary

The Directors may suspend or remove a Secretary from that office.

23.3 Powers, duties and authorities of Secretary

A Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, as determined by the Directors. The exercise of those powers and authorities and the performance of those duties by a Secretary are subject at all times to the control of the Directors.

24 Execution of documents

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

- (a) 2 Directors;
- (b) a Director and the Secretary; or
- (c) such other persons as the Directors by resolution appoint from time to time.

25 Accounts

- (a) The Directors 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 Directors must distribute to the Member a copy of the annual financial reports of the Company accompanied by a copy of the report of the auditor or reviewer (as required) and report of Directors in accordance with the requirements of a relevant law, regulation or guideline.

26 Seals

26.1 Safe custody of common seals

The Directors must provide for the safe custody of any seal of the Company.

26.2 Use of common seal

If the Company has a common seal or duplicate common seal:

- (a) it may be used only by the authority of the Directors, or of a committee authorised by the Directors to authorise its use; and
- (b) 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.

27 Inspection of records by the Member

The Member may inspect any accounting record or document of the Company, and the Directors may determine at what times and places and under what conditions, the accounting records and other documents of the Company or any of them will be open to inspection by the Member.

28 Service of documents

28.1 Document includes notice

In this clause 28, a reference to a document includes a notice.

28.2 Methods of service

- (a) The Company may give a document to the Member:
 - (i) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member; or
 - (ii) by sending it to an electronic address nominated by the Member.
- (b) 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 2 business days 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.
- (c) 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.

28.3 Evidence of service

A certificate in writing signed by a Director or a Secretary stating that a document was sent to the Member by post or electronic transmission on a particular date is prima facie evidence that the document was so sent on that date.

29 Indemnity and insurance

29.1 Indemnity

The Company must indemnify any current or former Director, Secretary or executive officer of the Company or of a Related Body Corporate of the Company out of the property of the Company against:

- (a) every liability incurred by the person in that capacity; and
- (b) 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:

- (c) the Company is forbidden by legislation to indemnify the person against the liability or legal costs; or
- (d) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by legislation; or
- (e) the person is entitled to be, and is actually, indemnified by another person (including an insurer under any insurance policy).

The indemnity is a continuing obligation and is enforceable by a person even though they are no longer a Director, Secretary or executive officer of the Company, or of a wholly owned subsidiary.

29.2 Insurance

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director or Secretary or executive officer of the Company or of a Related Body Corporate 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 legislation to pay or agree to pay the premium in respect of the Relevant Conduct (whether or not the legislation applies in the particular case); or
- (b) the contract would, if the Company paid the premium, be made void by legislation.

29.3 Contract

The Company may enter into an agreement with a person referred to in clauses 29.1 and 29.2 with respect to the matters covered by these clauses. An agreement entered into pursuant to this clause 29.3 may include provisions relating to rights of access to the books of the Company conferred by the Corporations Act or otherwise by law.

30 Amendment to Constitution

- (a) Subject to clause 30(c), this Constitution may only be amended by resolution of the Member.
- (b) The Member must not pass a 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 resolution is recorded and signed, or any later date specified, or provided for, in the resolution.