



Constitution

Australian Churches of Christ Global Mission Partners Limited

ACN: 614 443 186

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Preamble

AUSTRALIAN CHURCHES OF CHRIST OVERSEAS MISSION BOARD INCORPORATED, was incorporated in South Australia on 17 March 1926. On 25 August 2016, the incorporated association was converted to become Australian Churches of Christ Global Mission Partners Ltd, a company limited by guarantee registered with the Australian Securities and Investments Commission under the *Corporations Act 2001* (Cth).

1 Name

The name of the Company is Australian Churches of Christ Global Mission Partners Limited (the **Company**).

2 Purpose and powers

- (a) The Company is a not-for-profit public company limited by guarantee which is established to be, and to continue as, a Charity.
- (b) In pursuit of its Christian mission, the Purpose for which the Company is established is to relieve poverty or distress (sickness, disability, destitution, suffering, misfortune or helplessness):
 - (i) in approved settings overseas, including activities that address the root causes of poverty and sickness and providing pathways out of poverty and sickness'
 - (ii) to facilitate, on behalf of Australian Churches of Christ, Overseas Aid and Development in local and global settings;
 - (iii) to operate an Overseas Aid Fund, known as the CHURCHES OF CHRIST OVERSEAS AID FUND, to provide relief, aid and development projects in countries certified developing by the Australian Government, and to the extent permitted by law to seek and obtain Deductible Gift Status for this Fund,;
 - (iv) to promote development partnerships and projects that aim to improve the well-being of those wherever situated, to whom the Company directs its operations and work on the basis of their active, free and meaningful participation; and
 - (v) in Australia to address the disadvantage of Indigenous Australians.
- (c) Solely to carry out the Purpose, the Company may exercise all of the powers of an individual and a company under the Act.

3 Churches of Christ congregations

- (a) The Company will ensure that its relationships with the Churches of Christ congregations in Australia remain at the centre of the benevolent work of the Company.
- (b) The Company will provide all Churches of Christ congregations with access to copies of its annual reports, annual financial statements and other reports, notices and information so they may be informed of the Company's benevolent work and be better able to promote that work and encourage financial support for it.

- (c) Churches of Christ congregations may make representations to the Company through one of the members or the Executive Officer of the Company on matters of concern to that congregation that relate to the benevolent work of the Company.

4 Not-for-profit

- (a) The income and property of the Company must be applied solely towards the Purpose.
- (b) No part of the income or property of the Company may be paid or transferred directly or indirectly to members or directors by way of dividend, bonus or other profit distribution in their capacity as members or directors.
- (c) Directors may not be paid a director fee.
- (d) Clauses 4(a) - 4(c) do not stop the Company from making a payment:
 - (i) to a member for goods or services provided or expenses properly incurred at fair and reasonable rates or rates more favourable to the Company;
 - (ii) to a member in carrying out the Purpose;
 - (iii) of premiums for insurance indemnifying directors to the extent allowed for by law and this Constitution; or
 - (iv) with the prior approval of the Board, to a director:
 - (A) for work they do for the Company, other than as a director, if the amount is no more than a reasonable fee for the work done; or
 - (B) as reimbursement for reasonable out-of-pocket expenses properly incurred in performing a duty as a director.

5 Membership

5.1 Composition of membership

The membership comprises:

- (a) the directors (except for the Executive Officer), who are admitted as a member of the Company when they become a director and their name is entered into the Register;
- (b) the State Conferences; and
- (c) the Council.

5.2 General

- (a) The rights of any member are not transferable.
- (b) Members agree to comply with this Constitution and support the Purpose.

5.3 Register of members

- (a) The Secretary must maintain the Register.
- (b) The Register must contain:

- (i) for each current member – the member's name, address, and date of admission to membership; and
- (ii) for each person who ceased to be a member in the past seven years – the person's name, date of admission to membership and date on which the person stopped being a member.
- (c) The Secretary may keep former member entries separately from current member entries.
- (d) Notices may be served on a member at their address in the Register.
- (e) The Company must give members access to the Register in accordance with the Act.
- (f) Information that is accessed from the Register must only be used in accordance with the Act.

5.4 Ceasing to be a member

- (a) A person ceases to be a member on:
 - (i) ceasing to be a director, for those directors referred to in clause 5.1(a).
 - (ii) resignation;
 - (iii) expulsion in accordance with clause 5.5;
 - (iv) the Board deeming, in its sole discretion, the person to be an untraceable member because the person has not responded to correspondence within three months;
 - (v) in the case of an individual:
 - (A) death;
 - (B) becoming bankrupt or insolvent or making an arrangement or composition with creditors of the person's joint or separate estate generally; or
 - (C) becoming of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law related to mental health; or
 - (vi) in the case of a body corporate:
 - (A) being dissolved or otherwise ceasing to exist;
 - (B) having a liquidator or provisional liquidator appointed to it; or
 - (C) being insolvent.
- (b) A member whose membership is terminated will be liable for all monies due by that member to the Company in addition to any sum not exceeding the Guaranteed Amount for which the Member is liable under this Constitution.

- (c) There will be no liability for any loss or injury suffered by a member as a result of any decision made in good faith to remove a member from the Register under this clause.
- (d) Any person who for any reason ceases to be a member must not represent themselves in any manner as being a member.

5.5 Discipline of members

- (a) The Board may take disciplinary action against a member in accordance with this clause 5.5 if it considers there are sufficient grounds to do so.
- (b) The grounds upon which the Board may take disciplinary action against a member include, without limitation:
 - (i) non-compliance with this Constitution;
 - (ii) breach of the member Code of Conduct (if any); and
 - (iii) engagement in conduct prejudicial to the Company.
- (c) The Board may not resolve to suspend or expel a member outside of a Board meeting.
- (d) If the Board intends to consider a resolution to suspend or expel a member, it must notify the member in writing at least seven days prior to the relevant Board meeting:
 - (i) of the date, place and time of the meeting where the resolution will be considered;
 - (ii) of the intended resolution and the grounds on which it is based; and
 - (iii) that they may attend the meeting and give an oral or written explanation or submission before the resolution is voted on.
- (e) After considering any oral or written explanation or submission, the Board may, in its sole discretion, resolve to:
 - (i) take no further action;
 - (ii) warn the member;
 - (iii) suspend the member's rights for up to 12 months;
 - (iv) expel the member;
 - (v) require the matter to be determined at a general meeting; or
 - (vi) refer the decision to an unbiased, independent person on conditions that the Board considers appropriate (in which case, the person can only make a decision that the Board could have made under clause 5.5(e)(i) - 5.5(e)(v).
- (f) A decision made by the Board (or by an independent person pursuant to 5.5(e)(vi)) is final.
- (g) A person who has been expelled may not apply to be readmitted as a member for at least twelve months following the expulsion.

- (h) No person may become a director following expulsion or while suspended unless they are subsequently readmitted as a member.

5.6 Organisational member representative

- (a) The State Conferences and the Council may each appoint up to two individuals as their representative. The appointment may be a standing one.
- (b) A representative may exercise any and all powers of the member unless the appointment specifies otherwise.
- (c) The appointment may be made by reference to a position held within the organisation of the appointing member.
- (d) If the State Conferences or the Council appoint more than one representative:
 - (i) the relevant State Conference or Council must determine how their member powers and voting rights are to be exercised; and
 - (ii) only one representative may be counted for the purposes of determining a quorum (as noted in clause 6.8(d)).

5.7 Liability of members

The liability of a member is limited to the Guaranteed Amount, being \$2.

6 General meetings

6.1 Convening general meetings

- (a) The Board may call a general meeting.
- (b) Members with at least 20% of the votes that may be cast at a general meeting may request that the Board convenes a general meeting (referred to as a “**Request**” for the purpose of this clause 6.1).
- (c) The Request must:
 - (i) be in writing;
 - (ii) be delivered to the Company; and
 - (iii) include any resolution to be proposed at the meeting.
- (d) Unless the Request includes a proposed resolution that:
 - (i) would be in conflict with the Constitution, the Act or any applicable law;
 - (ii) is beyond the legal powers of the Company or of the members; or
 - (iii) is inconsistent with the Purpose;

the Board must give all members notice of a general meeting within 21 days of the Request and hold the general meeting within two months of the Request.

- (e) If the Board is required by clause 6.1(d) to call a meeting and does not do so within 21 days of a Request:

- (i) 50% or more of the members who made the Request may call a general meeting; and
 - (ii) the Company must pay the members who made the Request any reasonable expenses they incur because the Board did not call and hold the meeting.
- (f) To call and hold a meeting under clause 6.1(e), the members must:
 - (i) as far as possible, follow the general meeting procedures in this Constitution; and
 - (ii) hold the general meeting within three months after making the Request.
- (g) Any meeting that is held following a Request:
 - (i) must only consider the resolution proposed within the Request; and
 - (ii) may not consider any other business.

6.2 Changes to general meeting arrangements

- (a) The Board may change the venue for, postpone or cancel a general meeting called under clause 6.1(a).
- (b) If a change is made under clause 6.2(a):
 - (i) notice of the change must be given to all persons entitled to receive notices of a general meeting under this Constitution;
 - (ii) a notice of postponement must specify the date, time and place to which the general meeting has been postponed; and
 - (iii) clause 6.5 does not apply to the notice.
- (c) The only business that may be transacted at a general meeting which is postponed is the business specified in the original notice convening the meeting.

6.3 Entitlement to receive notice

Notice of a general meeting:

- (a) must be given to every member and director; and
- (b) may be given to any Auditor appointed for the Company and in office at the time.

6.4 Notice of general meetings

- (a) A notice of general meeting must:
 - (i) be in writing;
 - (ii) state the place, day and time of the meeting;
 - (iii) provide details of any technology that will be used to facilitate the meeting;

- (iv) state the general nature of the business to be transacted at the meeting;
- (v) state the wording of any special resolution to be considered (and state that it is proposed as a special resolution); and
- (vi) state that proxy voting is permitted.
- (b) The information under clause 7.5 must be included in the notice or any proxy form approved by the Board.
- (c) Any proxy form approved by the Board must be attached to the notice.

6.5 Timing of notice

- (a) Subject to clause 6.5(b), at least 21 days' notice must be given of a general meeting.
- (b) Shorter notice may be given of a general meeting (other than a meeting to consider a resolution to remove a director or Auditor) if:
 - (i) in the case of an annual general meeting – all the members entitled to attend and vote agree beforehand; and
 - (ii) in the case of any other general meeting – at least 95% of the votes that may be cast at the meeting agree beforehand.

6.6 Annual general meeting

- (a) The Board must hold an annual general meeting at least once in every calendar year and within five months after the end of the Company's financial year.
- (b) The business of an annual general meeting may include any of the following (even if not stated in the notice of meeting):
 - (i) the annual financial statements and any Auditor's report;
 - (ii) the appointment of directors; and
 - (iii) the appointment and remuneration of any Auditor.

6.7 Chairperson of general meetings

- (a) The Chair will preside as Chairperson at every general meeting.
- (b) If there is no Chair, the Chair is not present within 15 minutes of the commencement time or the Chair is unable or unwilling to act as Chairperson for all or part of the meeting, the following may preside as Chairperson (in order of precedence):
 - (i) the Deputy Chair (if any);
 - (ii) a director chosen by a majority of the directors present;
 - (iii) the only director present; or
 - (iv) a member chosen by a majority of the members present.

6.8 Quorum for general meetings

- (a) No business may be transacted at a general meeting (other than electing a Chairperson or adjourning the meeting) unless a quorum is present at the time the business is dealt with.
- (b) A quorum for a general meeting is not less than one third of the members present for the whole meeting.
- (c) If a quorum is not present within 30 minutes of the commencement time, then:
 - (i) if the meeting was called by or at the request of members, the meeting will dissolve;
 - (ii) otherwise:
 - (A) the meeting stands adjourned to the day, time and place determined by the Board (or if no determination is made by the Board, to the same day, time and place in the following week); and
 - (B) if at the resumption of the meeting a quorum is not present within 30 minutes of the commencement time, the meeting will dissolve.
- (d) When determining a quorum only one proxy or representative may be counted for each member.

6.9 Adjournment of general meetings

- (a) The Chairperson may (and must if directed by a majority of the members present and entitled to vote) adjourn a general meeting or any business, motion or discussion being considered or remaining to be considered.
- (b) A meeting adjourned under this clause 6.9 is adjourned to the day, time and place determined by the Board (or if no determination is made by the Board, to the same day, time and place in the following week).
- (c) It is not necessary to give any notice of an adjournment, or of the business to be transacted at any adjourned meeting, unless a meeting is adjourned for one month or more.
- (d) Only unfinished business may be transacted at a general meeting resumed after an adjournment.

6.10 Members' statements

- (a) Subject to clause 6.10(b), members may request that the Company distribute to the members a statement (referred to as a "**Statement**" for the purpose of this clause 6.10) that:
 - (i) relates to:
 - (A) a resolution that is proposed to be moved at a general meeting; or
 - (B) any other matter that may be properly considered at a general meeting;
 - (ii) is no more than 1,000 words; and

- (iii) is non-defamatory.
- (b) A request made under clause 6.10(a) must:
 - (i) be in writing;
 - (ii) include the wording of a Statement that meets the requirements in clause 6.10(a);
 - (iii) be made by at least two members;
 - (iv) be signed by each member (or representative of each organisational member) making the request; and
 - (v) be given to the Secretary.
- (c) The Board must comply with a request made in accordance with clause 6.10(b) as soon as practicable and in accordance with clause 18.

7 Voting at general meetings

7.1 Voting rights

Provided they are not suspended:

- (a) each individual member has one vote; and
- (b) each State Conference and the Council has two votes.

7.2 Method of voting

- (a) Voting will occur by show of hands or voices or such other method as the Chairperson determines, unless a poll is demanded and not withdrawn.
- (b) A poll can be demanded by two members (or their proxies or representatives) at any time prior to a vote, or immediately after the declaration of a result of a vote conducted by means other than a poll.
- (c) A poll must be taken in the manner directed by the Chairperson.
- (d) A poll demanded on the election of the Chairperson or on a question of adjournment must be taken immediately.
- (e) A member, a proxy for a member or a representative for member may vote in person or by technology.

7.3 Decisions of the members

- (a) Questions arising for determination (other than a special resolution) will be decided by a majority of votes cast (unless otherwise provided in this Constitution).
- (b) The Chairperson has a deliberative vote only. If the votes cast on a motion are equal, the Chairperson will not have a casting vote and the motion will be lost.
- (c) A declaration by the Chairperson that a motion has been carried or lost on a show of hands or voices is conclusive evidence of the fact (unless a poll is demanded).
- (d) An objection to the right of a person to vote may only be raised at the meeting at which the vote objected to is given or tendered. Any objection

must be referred to the Chairperson, whose decision is final. A vote not disallowed pursuant to such an objection is valid for all purposes.

7.4 Seconding

It is not necessary for a motion to be seconded in order to be put to a vote.

7.5 Proxies

- (a) A member may appoint a proxy to act on their behalf at one or more general meetings.
- (b) A proxy may exercise any and all of the rights of the appointing member, subject to clause 7.5(c) and any directions or limitations specified in the proxy appointment.
- (c) A proxy cannot speak and vote for an appointing member while that member is present at the meeting.
- (d) A proxy does not need to be a member but must be an active member of a church associated with the “denomination” or “movement” of the Australian Churches of Christ.
- (e) To be valid, a proxy appointment must be:
 - (i) written and signed by the appointing member in a form substantially similar to that in Schedule B; and
 - (ii) given to the Company at least 24 hours before the meeting, by delivery to the Company at its registered address or at another address (including an electronic address) specified in the notice of the meeting.
- (f) A proxy vote is valid even if the appointing member revokes the appointment, provided that the Chairperson was not aware of the revocation or cessation of membership at the time of the meeting.

7.6 Use of virtual meeting technology in general meetings

- (a) The Company may hold its general meetings using any virtual meeting technology that is agreed to by the Board.
- (b) The use of any virtual meeting technology must give participants a reasonable opportunity to participate, including a reasonable opportunity to exercise a right to speak.
- (c) The Board’s agreement may be a standing one.
- (d) A person who attends a general meeting by virtual meeting technology is deemed to be present in person at the meeting.
- (e) A member participating through the use of virtual meeting technology:
 - (i) must be given the opportunity to participate in a vote in real time; and
 - (ii) may, in the sole discretion of the Board, be given the opportunity to record a vote in advance of the meeting, in which case the voter may elect to vote in real time or in advance.

- (f) A document that is required or permitted to be tabled at a general meeting using virtual meeting technology is taken to have been tabled if it is:
 - (i) given to the persons entitled to attend the meeting (whether physically or using virtual meeting technology) before the meeting; or
 - (ii) made accessible to the persons entitled to attend the meeting (whether physically or using virtual meeting technology) during the meeting.

8 Dispute resolution

- (a) The parties to a dispute under this Constitution, being a member or director and:
 - (i) one or more members;
 - (ii) one or more directors; or
 - (iii) the Company;
 must attempt to resolve the matter between themselves within 14 days of being made aware of the dispute.
- (b) The Company, a member or director must not start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure under clause 5.5 until the disciplinary procedure is completed.
- (c) If the parties cannot resolve the dispute within 14 days, they must:
 - (i) notify the Company;
 - (ii) agree or request that a mediator be appointed; and
 - (iii) attempt in good faith to settle the dispute by mediation.
- (d) The mediator must:
 - (i) be a person chosen by agreement between the parties; or
 - (ii) in the absence of agreement, a person chosen by the Board.
- (e) A mediator chosen pursuant to clause 8(d)(ii):
 - (i) must be a professionally accredited mediator;
 - (ii) must not be a current or former member;
 - (iii) must not have a personal interest in the dispute; and
 - (iv) must not be biased towards or against anyone involved in the dispute.
- (f) When conducting the mediation, the mediator must allow those involved a reasonable chance to be heard and to review any written statements.
- (g) The mediator must not determine the dispute.
- (h) A member or a director must not commence a formal legal proceeding (except for interlocutory relief) in relation to a dispute under this Constitution unless and until they have complied with this dispute resolution procedure.

9.1 Number and composition of directors

- (a) At all times, the Company must have at least seven and no more than ten directors.
- (b) The Board will comprise:
 - (i) the Chief Executive Officer appointed by the Board in accordance with clause 9.3;
 - (ii) up to one director appointed by the Council in accordance with clause 9.6; I
 - (iii) up to eight directors elected by the members in accordance with clause 9.4 (**Elected Director**); and
 - (iv) directors who may be appointed by the Board from time to time in accordance with clause 9.5.
- (c) At all times at least 60% of the directors must be active members in a congregation affiliated with a State Conference.

9.2 Eligibility

Any individual committed to the Purpose is eligible to be a director (and is referred to as an “**Eligible Person**” throughout this Constitution) provided the individual:

- (a) has consented in writing to be a director;
- (b) has suitable qualifications, skills and experience to discharge the functions of a director, as determined by the Board from time to time;
- (c) is not:
 - (i) ineligible to be a director under the Act; or
 - (ii) disqualified by the Commissioner of the ACNC from being a responsible person of a Charity.

9.3 Chief Executive Officer

- (a) The Board may appoint an Eligible Person to be the Chief Executive Officer for a term, at the remuneration and on the conditions that it deems fit.
- (b) The Chief Executive Officer is a non-voting director.
- (c) Subject to any contract between the Company and the Chief Executive Officer, the Board may remove the Chief Executive Officer at any time, with or without cause.
- (d) The Board may:
 - (i) confer powers, discretions and duties on the Chief Executive Officer as it sees fit;
 - (ii) withdraw, suspend or vary any powers, discretions and duties conferred; and

- (iii) authorise the Chief Executive Officer to delegate all or any of the powers, discretions and duties conferred.
- (e) An act done by a person acting as Chief Executive Officer is not invalidated merely because of:
 - (i) a defect in their appointment as Chief Executive Officer; or
 - (ii) the person being disqualified from being Chief Executive Officer, if that circumstance was not known by the person when the act was done.

9.4 Election of Elected Directors

- (a) Elections for vacant Elected Director positions must be held at an annual general meeting in accordance with clauses 9.4(b)-(iv) below.
- (b) Nominations for vacant Elected Director positions must:
 - (i) be made in writing;
 - (ii) signed by the nominee and not less than two members; and
 - (iii) contain any information prescribed by the Board.
- (c) Nominations must be submitted to the Secretary at least 21 days before the date of the relevant general meeting.
- (d) If the Board determines (in its sole discretion) that a nominee meets the eligibility criteria in clause 9.2 and the nomination requirements in clauses 9.4(b)-(c), the nominee will become an approved candidate.
- (e) The Board may present a list of recommended candidates to the members, based on the Board's assessment of the skills and expertise that the Company requires.
- (f) If:
 - (i) the number of approved candidates is less than the number of vacant Elected Director positions:
 - (A) the candidates will be elected if a simple majority of votes cast by members present at the relevant annual general meeting are in favour of their appointment; and
 - (B) the Board may fill the remaining positions in accordance with clause 9.5;
 - (ii) the number of approved candidates is equal to the number of vacant Elected Director positions – the candidates will be elected if a simple majority of votes cast by members present at the relevant annual general meeting are in favour of their appointment; and
 - (iii) the number of approved candidates is greater than the number of vacant Elected Director positions – a ballot must be held for those positions in accordance with clause 9.4(g).
- (g) Ballots for elections will be conducted at the relevant annual general meeting via secret ballot using technology in such usual and proper manner as the Board may direct, subject to the following:

- (i) all Members will receive an invitation to vote in the ballot not less than two weeks before the annual general meeting;
- (ii) the ballot will close at the commencement of the meeting;
- (iii) the Board may appoint a returning officer to conduct the election; and
- (iv) the results of an election held at an annual general meeting under this clause 9.4(g) must be announced at the annual general meeting.

9.5 Directors appointed by the Board

Subject to clause 9.1(c), the Board may appoint an Eligible Person to be a director by ordinary resolution as follows:

- (a) to fill a casual vacancy in the office of an Elected Director; and
- (b) as an additional Elected Director in accordance with clause 9.4(f)(i)(B) (subject to the maximum specified in clause 9.1(a)(i)).

9.6 Directors appointed by the Council

Subject to clause 9.1(c), the Council may from time to time appoint an Eligible Person to be a director.

9.7 Term of office

- (a) The term of office of the Chief Executive Officer:
 - (i) commences on the date of appointment; and
 - (ii) expires when they cease to hold the role.
- (b) The term of office of an Elected Director:
 - (i) commences at the end of the general meeting at which they are elected; and
 - (ii) expires at the end of the second annual general meeting following the election.
- (c) The term of office of a director appointed by the Board under clause 9.5:
 - (i) commences on the date of appointment; and
 - (ii) expires at the conclusion of the first annual general meeting following the appointment.
- (d) The term of office of a director appointed by the Council under clause 9.6:
 - (i) commences on the date of appointment; and
 - (ii) expires when they cease to be a director pursuant to clause 9.8.
- (e) Subject to clause 9.7(f), an individual may be appointed as a director for more than one term of office.
- (f) Except for the Executive Officer, an individual who has served continuously as a director for ten years or more is not eligible for re-election or re-appointment unless:

- (i) a period of twelve months has expired since the individual last held office as a director; or
- (ii) the Board unanimously waives this requirement.

9.8 Ceasing to be a director

An individual stops being a director, and a casual vacancy is created, if they:

- (a) resign by written notice to the Company;
- (b) are a member at the time of their election or appointment and cease to be a member;
- (c) were appointed by the Council under clause 9.6 and the Council:
 - (i) revokes the appointment; or
 - (ii) appoints a new director in their stead;
- (d) are removed by special resolution of the members;
- (e) are removed by the members under the Act;
- (f) are absent without leave of the Board from:
 - (i) two consecutive Board meetings; or
 - (ii) four Board meetings over twelve months;
- (g) die, or become subject to a Court order to receive treatment or have their finances managed by another person due to being of unsound mind or having a mental illness;
- (h) are directly or indirectly interested in any contract or proposed contract with the Company and fail to declare the nature of the interest as if required by the Act; or
- (i) become ineligible to be a director under the Act or the ACNC Legislation.

9.9 Insufficient directors

If the number of directors is less than six, the remaining directors may, except in an emergency, act only to:

- (a) increase the number of directors to be at least six; or
- (b) convene a general meeting of the Company.

9.10 Defects in appointment of directors

An act done by, or with the participation of, a person acting as a director or member of a committee is valid even if it is later discovered that:

- (a) there was a defect in the appointment of the person; or
- (b) the person was disqualified from continuing in office, voting or taking the relevant step.

10.1 Convening Board meetings

- (a) A director may convene or ask the Secretary to convene a Board meeting.
- (b) The Board must meet as often as the directors deem it necessary to carry out its role and in any event at least twice a year.
- (c) The Board may hold any meeting, or part of a meeting, in camera.

10.2 Notice of Board meetings

- (a) Written notice of Board meetings must be given to every director at least five Business Days prior to the meeting (unless the Board unanimously waives this requirement).
- (b) A notice of a Board meeting:
 - (i) must specify the place, day and time of the meeting;
 - (ii) must provide details of any technology that will be used to facilitate the meeting; and
 - (iii) does not need to specify the nature of the business to be transacted at the meeting.

10.3 Quorum for Board meetings

- (a) No business may be transacted at any Board meeting unless a quorum is present.
- (b) A quorum of directors for Board meetings is five or more directors.

10.4 Use of virtual technology in Board meetings

- (a) The Board may hold its meetings using any virtual meeting technology that is agreed to by the Board.
- (b) The use of any virtual meeting technology must provide the directors with a reasonable opportunity to participate including a reasonable opportunity to exercise a right to speak.
- (c) The Board's agreement may be a standing one.
- (d) A director who attends by technology is deemed to be present in person at the meeting.
- (e) A director participating through the use of virtual meeting technology:
 - (i) must be given the opportunity to participate in a vote in real time; and
 - (ii) may, in the sole discretion of the Board, be given the opportunity to record a vote in advance of the meeting, in which case the director may elect to vote in real time or in advance.
- (f) A document that is required or permitted to be tabled at a meeting using virtual meeting technology is taken to have been tabled if it is:

- (i) given to the directors entitled to attend the meeting (whether physically or using virtual meeting technology) before the meeting; or
- (ii) made accessible to the directors entitled to attend the meeting (whether physically or using virtual meeting technology) during the meeting.

10.5 Chairperson of Board meetings

- (a) The Chair will preside as Chairperson at every Board meeting.
- (b) If there is no Chair, the Chair is not present within 15 minutes after the commencement time or the Chair is unable or unwilling to act as Chairperson for all or part of the meeting, then:
 - (i) if there is a Deputy Chair, the Deputy Chair will act as Chairperson; and
 - (ii) if the Deputy Chair is not present or is unable or unwilling to act as Chairperson during all or part of the meeting, the directors present may elect a director to be chairperson of the meeting or part of it.

10.6 Decisions of the Board

- (a) A question arising at a Board meeting is to be decided by a majority of votes of directors present and entitled to vote.
- (b) The Chairperson has a deliberative vote only. If the votes cast on a motion are equal, the Chairperson will not have a casting vote and the motion will be lost.

10.7 Resolutions without meetings

- (a) A Board resolution may be passed without a meeting if a majority of the directors entitled to vote on the motion vote in favour.
- (b) For the purpose of this clause:
 - (i) a director may vote by sending a written communication or signed document to the Secretary that contains the text of the proposed resolution and states whether they are in favour of the motion;
 - (ii) the motion fails if it has not achieved majority approval within ten Business Days after the notice was given; and
 - (iii) the resolution is passed only if and when a vote in favour is received from sufficient directors to constitute a majority.
- (c) Resolutions without meetings must be recorded in the minutes of the next Board meeting.

11 Directors' powers and duties

11.1 Powers of the Board

- (a) The directors are responsible for managing the business of the Company and furthering the Purpose.

- (b) The directors may, acting corporately as the Board, exercise all the powers of the Company that are not, by the Act or by this Constitution, required to be exercised by the members.
- (c) The Board cannot remove a director or an Auditor.
- (d) The Board may delegate any of its powers to one or more directors, the Executive Officer, a committee, an employee or any other person.
- (e) The Board may specify terms of the delegation (including the power to further delegate) and revoke a delegation.

11.2 Duties of directors

Directors must comply with their duties, including those duties imposed on them by the Act and governance standard 5 of the ACNC Legislation.

11.3 Establishment of committees

- (a) The Board may establish committees.
- (b) A committee may include, or be comprised of, non-directors.
- (c) The meetings and proceedings of committees are:
 - (i) subject to any terms of reference and/or delegation; and
 - (ii) otherwise governed as far as possible by the provisions of this Constitution which regulate the proceedings of the Board.

11.4 By-laws

- (a) The Board may make regulations or by-laws not inconsistent with this Constitution for the general conduct and management of the Company and the business of the Board.
- (b) The Board may revoke and alter by-laws or regulations as it sees fit.

12 Directors' interests

12.1 Conflicts of interest

- (a) A director must disclose the nature and extent of any perceived or actual material conflict of interest to the other directors (or the members if the other directors share that conflict).
- (b) A director who has a material personal interest in a matter that is being considered by the Board:
 - (i) must not be present while the matter is being considered at a Board meeting; or
 - (ii) vote on the matter;
 unless permitted by clause 12.1(c).
- (c) Provided the Board approves and it is permitted by law, a director may be present or vote if:
 - (i) the interest arises because the director is a member and the other members have the same interest;

- (ii) the interest relates to an insurance contract that insures, or would insure, the director against liabilities that the director incurs as an officer of the Company;
- (iii) the interest relates to any payment by the Company under clause 14 in respect of an indemnity permitted under the Act or any contract relating to such an indemnity;
- (iv) the Australian Securities and Investments Commission makes an order allowing the director to vote on the matter;
- (v) the interest relates to a contract the Company is proposing to enter into that:
 - (A) is subject to approval by the members; and
 - (B) will not impose any obligation on the Company if it is not approved by the members;
- (vi) the directors who do not have a material personal interest in the matter pass a resolution that:
 - (A) identifies the director, the nature and extent of the director's interest in the matter and how it relates to the affairs of the Company, and
 - (B) states that those directors are satisfied that the interest should not stop the director from voting or being present; or
- (vii) the interest arises merely because the director has a right of subrogation in relation to a guarantee or indemnity referred to in clause 14.

12.2 Permissible conduct

Provided a director complies with clause 12.1, the director may:

- (a) hold any other position in the Company, except that of an Auditor;
- (b) hold any office or place of profit in any other entity promoted by the Company or in which it has an interest of any kind;
- (c) enter into a contract or arrangement with the Company;
- (d) act in a professional capacity (or be a member of a firm which acts in a professional capacity) for the Company, except as Auditor;
- (e) sign or participate in the execution of a document by or on behalf of the Company; and
- (f) do any of the above despite the fiduciary relationship of the director's office:
 - (i) without any liability to account to the Company for any direct or indirect benefit accruing to the director; and
 - (ii) without affecting the validity of any contract or arrangement.

13.1 Appointment of Office Bearers

- (a) From time to time as required, the Board:
 - (i) must appoint a Chair and Deputy Chair; and
 - (ii) may appoint any other Office Bearers; it deems fit from among the Board.
- (b) Office Bearers of the Company hold office until the earlier of:
 - (i) the end of the first annual general meeting following their appointment; or
 - (ii) them ceasing to be a director.
- (c) An Office Bearer may be elected for more than one successive term.
- (d) The Board may remove or suspend a person from holding any Office Bearer position by resolution passed at a Board meeting provided:
 - (i) the resolution is passed by not less than two-thirds of the directors present; and
 - (ii) at least 21 days' notice in writing of the resolution has been given to the Secretary and to the person who is the subject of the resolution.

13.2 Secretary

- (a) The Board must appoint at least one Secretary, who may also be a director or an employee of the Company.
- (b) The Secretary is to be appointed on such terms and conditions as the Board deems fit.
- (c) A person may not be appointed as Secretary unless the person:
 - (i) consents in writing to being appointed as Secretary;
 - (ii) is at least 18 years of age; and
 - (iii) is a resident in Australia.
- (d) The Board may suspend or remove an individual from the role of Secretary.

14 Indemnities and insurance

- (a) The Company indemnifies every present and past director and officer of the Company to the full extent permitted by law against all losses and liabilities incurred as a result of their position as a director or an officer of the Company.
- (b) This indemnity:
 - (i) is a continuing obligation and is enforceable even if the person has ceased to be a director or officer; and
 - (ii) is not subject to any requirement to first incur an expense or make a payment.

- (c) The Company may, to the extent permitted by law, pay or agree to pay, a premium in respect of a contract insuring its directors or officers.
- (d) Where the Board considers it appropriate, the Company may execute a documentary indemnity in any form in favour of any director or officer, provided that such terms are not inconsistent with this clause 14.
- (e) Nothing in this clause 14 limits the Company's ability to indemnify or pay for insurance for any person not expressly covered by this clause nor affects any other right or remedy that a director or an officer may have in respect of any loss or liability (including costs and expenses).
- (f) Where the Board considers it appropriate, the Company may:
 - (i) give a former director or officer access to certain papers, including documents provided or available to such person and other papers referred to in those documents; and
 - (ii) bind itself in any contract with any such person or any former director or officer to give them access.

15 Administration

15.1 Minutes and records

- (a) The Board must ensure that:
 - (i) minutes of all general meetings, Board meetings and committee meetings; and
 - (ii) records of resolutions passed by members, the Board and committees without a meeting;are recorded and kept with the Company's records as soon as practicable (being no later than one month after the meeting or passing of the resolution).
- (b) The Company must ensure that minutes of a Board meeting or general meeting are signed within a reasonable time by the Chairperson of the meeting or of the next meeting.

15.2 Members' access to Company records

The Company must give members access to Company records as required by the Act.

15.3 Common seal

The Company does not have a common seal.

15.4 Execution of documents

- (a) The Company may execute documents by the signature of:
 - (i) two directors;
 - (ii) one director and the Secretary; or
 - (iii) such other persons appointed by the Board for that purpose.

- (b) A document may be signed by electronic means in accordance with the Act.

16 Records, accounting and audit

16.1 Accounts and other records of the Company

- (a) The Board must:
 - (i) ensure that proper financial records are kept in accordance with all legal and regulatory requirements;
 - (ii) ensure that records of its operations are kept; and
 - (iii) take reasonable steps to ensure that the Company's records are kept safe.
- (b) The Company must retain its records for at least seven years.

16.2 Audit

- (a) If required by law, the Company must appoint and remunerate an Auditor.
- (b) Any Auditor is entitled to attend any general meeting and be heard by the members on any business of the meeting that concerns the Auditor in their capacity as Auditor.
- (c) The Company must give any Auditor all communications relating to a general meeting that members are entitled to receive.
- (d) The Auditor may authorise a person in writing as their representative for the purpose of attending and speaking at a general meeting.

16.3 Financial year

The financial year will begin on 1 July and end on 30 June, unless the Board passes a resolution to change the financial year.

17 Amending this Constitution

- (a) The Company may only alter this Constitution by special resolution in accordance with the Act.
- (b) The members must not pass a special resolution that amends this Constitution if passing it causes the Company to no longer be a Charity or to cease to be eligible to be endorsed as a Deductible Gift Recipient.

18 Notices

- (a) Subject to clause 18(b), notices can be served on members, directors or the Company personally or by post, email or other electronic means.
- (b) The Company must ensure that it complies with any election or request made by a member under the Act in relation to the service of notices.
- (c) Notices are deemed to be received:
 - (i) in the case of a properly addressed and posted notice – five Business Days after the date of posting; and

- (ii) in the case of a notice sent by email or other electronic means – at the time of sending.
- (d) The non-receipt of notice or a failure to give notice for a meeting does not invalidate any thing done or resolution passed at the meeting if:
 - (i) the non-receipt or failure occurred by accident or error;
 - (ii) the individual waives notice before or after the meeting (including by attending the meeting); or
 - (iii) the individual notifies the Company of their agreement to that thing or resolution before or after the meeting.
- (e) In calculating a period of notice, both the days on which the notice is given or taken to be given and the day of the meeting must be disregarded.

19 Winding up or revocation of endorsement

19.1 Contribution of a member on winding up

If required, each member must contribute an amount (not more than the Guaranteed Amount) to the assets of the Company if it is wound up while they are a member, or within one year of the member ceasing to be a member, for the:

- (a) payment of the debts and liabilities of the Company incurred before they ceased to be a member; and
- (b) costs, charges and expenses of winding up.

19.2 Distribution of assets on winding up or revocation of endorsement

- (a) If the Company is a Deductible Gift Recipient, any DGR gifts must be deposited in a separate bank account or otherwise identified so that they can be distinguished from the Company's other assets.
- (b) If the Company is a Deductible Gift Recipient and:
 - (i) is wound up; or
 - (ii) ceases to be endorsed as a Deductible Gift Recipient;
 any DGR gifts and surplus funds in the Gift Fund remaining after satisfying the Company's liabilities and expenses must be transferred to a fund, authority or institution with charitable purposes similar to the Purpose that is endorsed as a Deductible Gift Recipient.
- (c) If on the winding up or dissolution of the Company there is a surplus of assets after satisfying all the Company's liabilities and expenses and complying with clause 19.2(b), the surplus:
 - (i) must not be paid or distributed to a member in their capacity as a member; and
 - (ii) must be given or transferred to a fund, authority or institution which:
 - (A) has charitable purposes similar to the Purpose, and
 - (B) prohibits the distribution of income, profit and assets to its members in their capacity as members.

- (d) The members must decide before any winding up, dissolution or revocation which fund, authority or institution will receive a distribution under clause 19.2(b) or 19.2(c). If the members fail to decide, the matter must be determined by application to the Supreme Court in the State of South Australia.

20 Gift Fund

- (a) This clause 20 only applies while the Company is a Deductible Gift Recipient for the operation of the Gift Fund.
- (b) The Company must maintain for its charitable purposes of delivering development or humanitarian purposes (**the Gift Fund Purposes**) a Gift Fund to be called the Churches of Christ Overseas Aid Fund:
 - (i) to which DGR Gifts for the Gift Fund Purposes are to be made;
 - (ii) to which any money received by the Company because of those DGR Gifts is to be credited; and
 - (iii) that does not receive any other money or property.
- (c) The Gift Fund shall be kept clearly separate from any other money or property of the Company.
- (d) The Gift Fund will be maintained and used only for the Gift Fund Purposes and no portion shall be distributed directly or indirectly to the members except as bona fide compensation for services rendered or expenses incurred on behalf of the Company.
- (e) Receipts for DGR Gifts must state the:
 - (i) name of the Gift Fund, name of the Company and Australian Business Number of the Company;
 - (ii) date and amount (or value, if property) of the DGR Gifts;
 - (iii) name of the donor or contributor; and
 - (iv) fact that it was a DGR Gift (and if it was a deductible contribution, the relevant fundraising event and GST inclusive market value of the event or goods or services purchased).

21 Interpretation

21.1 Definitions

In this Constitution:

ACNC means the Australian Charities and Not-for-profits Commission.

ACNC Legislation means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth), *Australian Charities and Not-for-profits Commission Regulations 2022* (Cth) and *Australian Charities and Not-for-profits Commission (Consequential and Transitional) Act 2012* (Cth).

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

Auditor may mean a reviewer, if permitted by the Act or ACNC Legislation.

Board means the group of individuals that are responsible for the governance, strategy and management of the Company.

Business day means a day that is not a Saturday, Sunday or public holiday in the State of South Australia.

Chair means the person appointed to the position of Chair under clause 13.1(a)(i).

Chairperson means the person chairing a meeting.

Charity means a charity registered under the ACNC Legislation.

Company means the company named in clause 1.

Council means the Council of Churches of Christ in Australia (ABN 54 591 634 236), being the body within the Churches of Christ in Australia movement that provides support and services to each State Conference.

day means calendar day.

Deductible Gift Recipient means an entity to which tax deductible gifts may be made pursuant to Division 30 of the ITAA 1997.

Deputy Chair means the person appointed the position of Deputy Chair under clause 13.1(a)(i).

DGR Gifts means:

- (a) gifts of money or property for the Purpose received during any time that the Company 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 1997 in relation to a fundraising event (as defined by section 995-1 of the ITAA 1997) held for that purpose during any time that the Company is endorsed as a Deductible Gift Recipient; and
- (c) money received by the Company because of such gifts or contributions during any time that the Company is endorsed as a Deductible Gift Recipient.

Executive Officer means the individual appointed to the role under clause 9.3.

general meeting means a meeting of members (including an annual general meeting).

Gift Fund means the Churches of Christ Overseas Aid Fund, as described in clause 20.

Gift Fund Purposes means the purposes of the Gift Fund as described in clause 20(b).

Guaranteed Amount means the amount set out in clause 5.7.

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

member means a person whose name is entered in the Register as a member of the Company in accordance with clause 5.3.

Office Bearer means Chair, Deputy Chair, and any other person appointed under clause 13.1(a)(ii).

person includes an individual and a corporation within the meaning of section 57A of the Act.

Purpose means the purpose set out in clause 2(b).

Register means the register of members under the Act.

representative means a person appointed to represent an organisational member in accordance with clause 5.6.

special resolution means a member resolution passed at a general meeting:

- (a) of which notice specifying the intention to propose the resolution as a special resolution has been given pursuant to this Constitution and the Act; and
- (b) by not less than 75% of the votes cast.

State Conference means the State (or Territory) based body that oversees and provides support and services to the individual Churches of Christ congregations that are members of the State Conference body in the relevant state. The State Conference bodies are the members of the Council.

21.2 Interpretation

In this Constitution:

- (c) if an expression in the Constitution has a meaning in the Act, the meaning from the Act will apply to the expression (except where a contrary intention appears in this Constitution);
- (d) a reference to any legislation or to any provision of any legislation includes:
 - (i) any modification or re-enactment of it;
 - (ii) any legislative provision substituted for it; and
 - (iii) all regulations and statutory instruments issued under it; and
- (e) the singular includes the plural and the plural includes the singular.

21.3 Exclusion of replaceable rules

- (f) The replaceable rules contained in the Act do not apply to the Company.
- (g) If at any time the company is not a Charity, the Act (unless it is a replaceable rule) overrides any part of this Constitution or policy of the Company to the extent of any inconsistency.

22 Transitional provisions

The following clauses apply notwithstanding anything to the contrary in this Constitution.

22.1 Members

The members immediately following the adoption of this Constitution will be those members listed on the Register at the time of adoption.

22.2 Directors

- (h) The directors immediately following the adoption of this Constitution will be those in office at the time of adoption.
- (i) Directors appointed prior to the adoption of this Constitution may complete their term of office under the previous Constitution. Time served prior to the adoption of this Constitution will be taken into account for the purpose of clause 9.7.

Schedule A - Proxy form

Appointment of Proxy – Australian Churches of Christ Global Mission Partners Limited

I, _____
(Member)

of _____
(Address)

appoint _____
(Proxy)

as my proxy for the general meeting of Australian Churches of Christ Global Mission Partners Limited to be held on

(Date)

and at any adjournment.

Choose

☐ My proxy can vote on my behalf for all resolutions at the above general meeting.

OR

☐ My proxy can vote for the resolutions listed below as indicated:

in favour of / against	detail of proposed resolution

Signed: _____
(Member)

Date: _____