

# Constitution

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**HOPE MEDIA LIMITED ACN 000 456 468**

# Constitution of Hope Media Limited

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# Preliminary

## 1. Defined terms

1.1 In this Constitution unless the contrary intention appears:

**Auditor** means the Company's auditor.

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

**Broadcasting Services Act** means the *Broadcasting Services Act 1992* (Cth) as modified or amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the Company.

**Company** means Hope Media Limited ACN 000 456 468

**Community** means the Christian community of Sydney.

**Constitution** means the constitution of the Company as amended from time to time.

**Corporations Act** means the *Corporations Act 2001* (Cth) as modified or amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the Company.

**Director** includes any person occupying the position of director of the Company and, where appropriate, includes an Alternate Director.

**Member** means a member under clause 6.

**Register** means the register of Members of the Company.

**Secretary** means any person appointed by the Directors to perform any of the duties of a secretary of the Company and if there are joint secretaries, any one or more of those joint secretaries.

**Service** means the radio broadcasting service operated by the Company pursuant to its licence under the Broadcasting Services Act.

**Unsuccessful Applicant** means an applicant for membership of the Company whose application for membership has been rejected by the Board under clause 6.8.

1.2 In this Constitution, except where the context otherwise requires, an expression in a clause of this Constitution has the same meaning as in the Corporations Act. Where the expression has more than one meaning in the Corporations Act and a provision of the Corporations Act deals with the same matter as a clause of this Constitution, that expression has the same meaning as in that provision.

## 2. Interpretation

In this Constitution, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Constitution, and a reference to this Constitution includes any schedule or annexure;

- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency; and
- (f) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions.

### 3. Replaceable rules

To the extent permitted by law, the replaceable rules in the Corporations Act do not apply to the Company.

## Objects

### 4. Objects

4.1 The objects for which the Company is established are to:

- (a) communicate the hope of the Christian gospel through radio broadcasting and the use of other media;
- (b) provide information about and encourage the knowledge and practice of Christian beliefs as being for the good of all people;
- (c) promote the widespread application of Christian values and moral principles to personal and community life;
- (d) provide commentary on, and discussion about, news, community issues and local and international affairs, consistent with a Christian world view;
- (e) disseminate through radio broadcasting and other means, support and promote quality music , including Christian music;
- (f) establish, maintain and operate a community radio broadcasting station and other means of disseminating content consistent with these objects;
- (g) foster and encourage interest in the use of radio and other media among Christian groups and individuals;
- (h) provide an educational service and instruction for ministers, theological students and others in the art and practice of radio broadcasting, the use of digital media and related subjects;
- (i) establish, maintain and operate sound studios and other facilities for the production of content consistent with these objects;
- (j) hold a broadcasting licence under the Broadcasting Services Act;
- (k) ensure that the Service meets all licence requirements and other obligations under the Broadcasting Services Act;
- (l) provide for the stable and effective management of the Service;
- (m) ensure that the Service serves the current and future needs of the Community;
- (n) represent the Community in the programming and operation of the Service;
- (o) produce media files, images, sound recordings and transcriptions of radio, digital media and television programs or other electronic material or artistic performances

and to propagate that material to other persons or organisations consistent with these objects;

- (p) undertake the broadcasting, narrowcasting, webcasting or other transmission by whatever means of data, images, music, speech, other sound or anything else which is capable of being broadcast, propagated or transmitted consistent with these objects;
- (q) raise funds and to receive and take gifts and donations of money or property for the furtherance of the objects of the Company (whether subject to any specific trust or not), but subject always to the right of the Company to decline to accept any gift or donation or to take over any property which has attached to it any condition or obligation not approved by the Company; and
- (r) establish and maintain, throughout the world, relationships with persons and organisations having similar objects to the objects of the Company.

4.2 The Company is a Christian trans-denominational organisation dedicated to serve and honour God through a radio ministry and other media ministries. The Statement of Faith of the Company is as follows:

### **God**

- (a) There is one God and He is sovereign and eternal. He is revealed in the Bible as three equal divine Persons - Father, Son and Holy Spirit. God depends on nothing and no one; everything and everyone depends on Him. God is holy, just, wise, loving and good.
- (b) God created all things of His own sovereign will, and by His Word they are sustained and controlled.
- (c) God is the God and Father of our Lord Jesus Christ. He is also Father of all whom He has adopted as His children. Because of God's faithfulness and His fatherly concern, nothing can separate His children from His love and care.
- (d) The Lord Jesus Christ is the eternally existing, only begotten Son of the Father. He is the Creator and Sustainer of all things. He was conceived by the Holy Spirit and born of a virgin, truly God and truly man. He lived a sinless life and died in our place. He was buried, rose from the dead in bodily form and ascended to heaven. Jesus is King of the universe and Head of the Church, His people whom He has redeemed. He will return to gather His people to Himself, to judge all people and bring in the consummation of God's Kingdom.
- (e) The Holy Spirit proceeds from the Father and the Son. He convicts people of their sin, leads them to repentance, creates faith within them and regenerates them. He is the source of their new sanctified life bringing forth His fruit in the life of believers. He gifts believers according to His sovereign will, enabling them to serve the Lord.

### **The Bible**

- (a) The Bible, which is comprised of the books of the Old and New Testaments, is the inspired, inerrant and infallible Word of God, and the only absolute guide for all faith and conduct. It is indispensable and determinative for our knowledge of God, of ourselves and of the rest of creation.

## **God's World**

- (a) Adam and Eve, the parents of all humankind were created in the image of God to worship their Creator by loving and serving Him, and by exercising dominion under God's rule by inhabiting, possessing, ruling, caring for and enjoying God's creation. Consequently the purpose of human existence is to glorify God and enjoy Him forever.
- (b) Sin entered the world through Adam's disobedience, because of which all people are alienated from God and each other and, as a result, they and all creation are under God's judgement.
- (c) All people have sinned and, if outside of Christ, are in a fallen, sinful, lost condition, helpless to save themselves, under God's condemnation and blind to life's true meaning and purpose.
- (d) God holds each person responsible and accountable for choices made and actions pursued. Human responsibility and accountability do not limit God's sovereignty. God's sovereignty does not diminish human responsibility and accountability.
- (e) Salvation from the penalty of sin is found only through the substitutionary, atoning death and resurrection of the Lord Jesus Christ. As the sinless One, He took upon Himself the just punishment for our sins.
- (f) Through His death and resurrection, the Lord Jesus has destroyed the power of Satan, who is destined to be confined forever to hell along with all those who reject Jesus as Lord.
- (g) Out of gratitude for God's grace and in dependence on the Holy Spirit, God's people are called to live lives worthy of their calling in love and unity and in obedience to God in all spheres of life. They are responsible to ensure that the gospel is faithfully proclaimed.
- (h) Biblical marriage is a holy relationship ordained by God and is the union of a man and a woman to the exclusion of all others, voluntarily entered into for life.

## **Historical orthodox Christian faith**

- (a) The fundamental doctrines of the Christian faith expressed in the Nicene Creed, as set out below

### THE NICENE CREED

We believe in one God, the Father, the Almighty, maker of heaven and earth, of all that is seen and unseen.

We believe in one Lord, Jesus Christ, the only Son of God, eternally begotten of the Father, God from God, Light from Light, true God from true God, begotten, not made, of one Being with the Father. Through him all things were made.

For us men and for our salvation he came down from heaven: by the power of the Holy Spirit he was incarnate of the Virgin Mary, and became man.

For our sake he was crucified under Pontius Pilate; he suffered death and was buried.

On the third day he rose again in accordance with the scriptures; he ascended into heaven and is seated at the right hand of the Father.



He will come again to judge the living and the dead, and his kingdom will have no end.

We believe in the Holy Spirit, the Lord, the giver of life, who proceeds from the Father and the Son. With the Father and the Son he is worshipped and glorified. He has spoken through the Prophets.

We believe in one holy catholic and apostolic Church.

We acknowledge one baptism for the forgiveness of sins.

We look for the resurrection of the dead, and the life of the world to come. Amen.

- 4.3 The Company may only exercise the powers in section 124(1) of the Corporations Act to:
- (a) carry out the objects in this clause; and
  - (b) do all things incidental or convenient in relation to the exercise of power under clause 4.3(a).

## Income and property of Company

### 5. Income and property of Company

- 5.1 The income and property of the Company will only be applied towards the promotion of the objects of the Company set out in clause 4.
- 5.2 No income or property will be paid or transferred directly or indirectly to any Member of the Company except for payments to a Member:
- (a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company; or
  - (b) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent.

## Membership

### 6. Admission

- 6.1 The number of Members with which the Company proposes to be registered is unlimited.
- 6.2 Only natural persons may be Members of the Company.
- 6.3 The Members of the Company are:
- (a) the persons who are Members at the date of adoption of this Constitution; and
  - (b) any other natural persons whom the Directors admit to membership in accordance with this Constitution.
- 6.4 Applications for membership of the Company must be in writing, signed by the applicant and in a form approved by the Directors in their absolute discretion.
- 6.5 In order to qualify for membership, an Applicant must satisfy the Directors that he or she:
- (a) is an active member of the Community; and
  - (b) agrees with and subscribes to the statement of faith set out at clause 4.2.

- 6.6 The Directors will consider each application for membership at the next meeting of Directors after the application is received. In considering an application for membership, the Directors may:
- (a) accept or reject the application; or
  - (b) ask the applicant to give more evidence of eligibility for membership.
- 6.7 If the Directors ask for more evidence under clause 6.6, their determination of the application for membership is deferred until the evidence is given.
- 6.8 An application for membership may be rejected by the Directors on the grounds that the applicant does not meet the qualifications for membership in clause 6.5 and, if an application for membership is rejected:
- (a) the Directors will provide their reasons in writing for rejecting the application: and
  - (b) as soon as practicable following rejection of the application for membership, the Secretary will send the applicant written notice of rejection of the application, including the reasons of the Directors for rejecting the application.
- 6.9 As soon as practicable following acceptance of an application for membership, the Secretary will send the applicant written notice of the acceptance and request payment of the applicant's first annual subscription.
- 6.10 Subject to clause 6.11, an applicant for membership becomes a Member when the applicant's first annual subscription is paid.
- 6.11 If the first annual subscription of an applicant for membership is not paid within 30 days after the date the applicant is notified of acceptance of his or her application for membership, the Directors may cancel the acceptance of the applicant for membership of the Company.
- 6.12 The rights and privileges of every Member are personal to each Member and are not transferable by the Member's own act or by operation of law.

## 7. Annual subscriptions

- 7.1 The Directors will determine the annual subscription payable by each Member.
- 7.2 The annual subscription period will commence on the first day of each financial year of the Company, and the annual subscription will be due within 30 days of this date.
- 7.3 The Directors may determine that any Member admitted to membership in the second half of the financial year of the Company will pay only one-half of the annual subscription until that Member's next annual subscription falls due.
- 7.4 If a Member does not pay an annual subscription within 30 days after it becomes due the Directors:
- (a) will give the Member notice of that fact; and
  - (b) if the annual subscription remains unpaid 21 days from the date of that notice, may declare that Member's membership forfeited.

## 8. Ceasing to be a Member

- 8.1 A Member's membership of the Company will cease:

- (a) if the Member gives the Secretary written notice of resignation, from the date of receipt of that notice by the Secretary;
- (b) if there is a final determination to that effect under clause 47 and, if applicable, clause 48;
- (c) if membership is forfeited under clause 7.4(b); and
- (d) if the Member:
  - (i) dies;
  - (ii) becomes mentally incapacitated or whose person or estate is liable to be dealt with in any way under the laws relating to mental health; or
  - (iii) is convicted of an indictable offence;

#### 8.2 Any Member ceasing to be a Member:

- (a) will not be entitled to any refund (or part refund) of an annual subscription; and
- (b) will remain liable for and will pay to the Company all annual subscriptions and moneys which were due at the date of ceasing to be a Member.

### 9. Powers of attorney

- 9.1 If a Member executes or proposes to execute any document or do any act by or through an attorney which he or she is entitled to do under this Constitution and which affects the Company or the Member's membership in the Company, that Member must deliver the instrument appointing the Attorney to the Company for notation.
- 9.2 If the Company asks the Member to file with it a certified copy of the instrument for the Company to retain, the Member will promptly comply with that request.
- 9.3 The Company may ask for whatever evidence it thinks appropriate that the power of attorney is effective and continues to be in force.

## General meetings

### 10. Calling general meeting

- 10.1 Any three (3) Directors may, at any time, call a general meeting.
- 10.2 A Member may:
  - (a) only request the Directors to call a general meeting in accordance with section 249D of the Corporations Act; and
  - (b) not request or call and arrange to hold a general meeting except under section 249E or 249F of the Corporations Act.

### 11. Notice of general meeting

- 11.1 Subject to the provisions of the Corporations Act allowing general meetings to be held with shorter notice, at least 21 days written notice (exclusive of the day on which the notice is served or deemed to be served and of the day for which notice is given) must be given to Members of any general meeting.

- 11.2 A notice calling a general meeting:
- (a) must specify the place, date and time of the meeting and if the meeting is to be held in two or more places, the technology that will be used to facilitate this; and
  - (b) must state the general nature of the business to be transacted at the meeting; and
  - (c) may specify a place, facsimile number and electronic address for the purposes of proxy appointment.
- 11.3 A notice of an annual general meeting need not state that the business to be transacted at the meeting includes:
- (a) the consideration of the annual financial report, Directors' report and the Auditor's report;
  - (b) the election of directors; or
  - (c) the appointment of the Auditor; or
  - (d) the fixing of the Auditor's remuneration.
- 11.4 The Directors may postpone or cancel any general meeting whenever they think fit (other than a meeting called as the result of a request under clause 10.2).
- 11.5 The Directors must give notice of the postponement or cancellation of a general meeting to all persons referred to in clause 50.1 entitled to receive notices from the Company.
- 11.6 The failure or accidental omission to send a notice of a general meeting (including a proxy appointment form) to any Member or the non-receipt of a notice (or form) by any Member does not invalidate the proceedings at or any resolution passed at the general meeting.

## Proceedings at general meetings

### 12. Member

In clauses 13, 14, 16 and 20, **Member** includes a Member present in person or by proxy.

### 13. Quorum

- 13.1 No business may be transacted at a general meeting unless a quorum of Members is present when the meeting proceeds to business.
- 13.2 A quorum of Members is ten (10) Members.
- 13.3 If a quorum is not present within 30 minutes after the time appointed for a general meeting:
- (a) if the general meeting was called on the requisition of Members, it is automatically dissolved; or
  - (b) in any other case:
    - (i) it will stand adjourned to the same time and place seven days after the meeting, or to another day, time and place determined by the Directors; and
    - (ii) if at the adjourned general meeting a quorum is not present within 30 minutes after the time appointed for the general meeting, the general meeting is automatically dissolved.

## 14. Chairperson

- 14.1 The chairperson, or in the chairperson's absence the deputy chairperson, of Directors' meetings will be the chairperson at every general meeting.
- 14.2 The Directors present may elect a chairperson of a general meeting if:
- (a) there is no chairperson or deputy chairperson; or
  - (b) neither the chairperson nor deputy chairperson is present within 15 minutes after the time appointed for holding the general meeting; or
  - (c) the chairperson and deputy chairperson are unwilling to act as chairperson of the general meeting.
- 14.3 If no election is made under clause 14.2, then:
- (a) the Members may elect one of the Directors present as chairperson; or
  - (b) if no Director is present or is willing to take the chair, the Members may elect one of the Members present as chairperson.
- 14.4 If there is a dispute at a general meeting about a question of procedure, the chairperson may determine the question.

## 15. Adjournment

- 15.1 The chairperson of a general meeting at which a quorum is present:
- (a) in his or her discretion may adjourn the general meeting with the meeting's consent; and
  - (b) must adjourn the general meeting if the meeting directs him or her to do so.
- 15.2 An adjourned general meeting may take place at a different venue to the initial general meeting.
- 15.3 The only business that can be transacted at an adjourned general meeting is the unfinished business of the initial general meeting.
- 15.4 Notice of an adjourned general meeting must only be given in accordance with clause 11.1 if a general meeting has been adjourned for more than 21 days.

## 16. Decision on questions

- 16.1 Subject to the Corporations Act in relation to special resolutions, a resolution is carried if a majority of the votes cast on the resolution are in favour of the resolution.
- 16.2 A resolution put to the vote of a meeting is decided on a show of hands unless a poll is demanded in accordance with the Corporations Act.
- 16.3 Unless a poll is demanded:
- (a) a declaration by the chairperson that a resolution has been carried, carried by a specified majority, or lost; and
  - (b) an entry to that effect in the minutes of the meeting,
- are conclusive evidence of the fact without proof of the number or proportion of the votes in favour of or against the resolution.
- 16.4 The demand for a poll may be withdrawn.

16.5 A decision of a general meeting may not be impeached or invalidated on the ground that a person voting at the general meeting was not entitled to do so.

## 17. Taking a poll

17.1 A poll will be taken when and in the manner that the chairperson directs.

17.2 The result of the poll will be the resolution of the meeting at which the poll was demanded.

17.3 The chairperson may determine any dispute about the admission or rejection of a vote.

17.4 The chairperson's determination, if made in good faith, will be final and conclusive.

17.5 A poll demanded on the election of the chairperson or the adjournment of a general meeting must be taken immediately.

17.6 After a poll has been demanded at a general meeting, the general meeting may continue for the transaction of business other than the question on which the poll was demanded.

## 18. Casting vote of chairperson

The chairperson does not have a casting vote in addition to the chairperson's votes as a Member or proxy.

## 19. Offensive material

A person may be refused admission to, or required to leave and not return to, a meeting if the person:

- (a) refuses to permit examination of any article in the person's possession; or
- (b) is in possession of any:
  - (i) electronic or recording device;
  - (ii) placard or banner; or
  - (iii) other article,

which the chairperson considers to be dangerous, offensive or liable to cause disruption.

## Votes of Members

### 20. Entitlement to vote

20.1 A Member is not entitled to vote at a general meeting if the member's annual subscription is more than one month in arrears at the date of the meeting.

20.2 A Member entitled to vote has one vote.

### 21. Objections

21.1 An objection to the qualification of a voter may only be raised at the general meeting or adjourned general meeting at which the voter tendered its vote.

21.2 An objection must be referred to the chairperson of the general meeting, whose decision is final.

21.3 A vote which the chairperson does not disallow because of an objection is valid for all purposes.

## 22. Votes by proxy

22.1 If a Member appoints a proxy, the proxy may vote on a show of hands.

22.2 A proxy must be a Member.

22.3 A proxy may demand or join in demanding a poll.

22.4 A proxy may vote on a poll.

22.5 A proxy may vote or abstain as he or she chooses except where the appointment of the proxy directs the way the proxy is to vote on a particular resolution. If a proxy votes at all, the proxy will be deemed to have voted all directed proxies in the manner directed.

## 23. Document appointing proxy

23.1 An appointment of a proxy is valid if it is signed by the Member making the appointment and contains the information required by subsection 250A(1) of the Corporations Act. The Directors may determine that an appointment of proxy is valid even if it only contains some of the information required by section 250A(1) of the Corporations Act.

23.2 For the purposes of clause 23.1, an appointment received at an electronic address will be taken to be signed by the Member if:

- (a) a personal identification code allocated by the Company to the Member has been input into the appointment; or
- (b) the appointment has been verified in another manner approved by the Directors.

23.3 A proxy's appointment is valid at an adjourned general meeting.

23.4 A proxy may only be appointed for a particular general meeting or for a particular purpose (but not for more than one general meeting).

23.5 Unless otherwise provided for in the proxy's appointment or in any instrument appointing an attorney, the appointment of the proxy or the attorney will be taken to confer authority:

- (a) to vote on:
  - (i) any amendment moved to the proposed resolutions and on any motion that the proposed resolution not be put or any similar motion; and
  - (ii) any procedural motion, including any motion to elect the chairperson, to vacate the chair or to adjourn the general meeting,  
even though the appointment may specify the way the proxy or attorney is to vote on a particular resolution; and
- (b) to vote on any motion before the general meeting whether or not the motion is referred to in the appointment.

23.6 If a proxy appointment is signed by the Member but does not name the proxy in whose favour it is given, the chairperson may either cast as proxy or complete the appointment by inserting the name of one of the directors or the Secretary.

## 24. Lodgement of proxy

- 24.1 The written appointment of a proxy or attorney must be received by the Company, at least 48 hours (unless otherwise specified in the notice of meeting to which the proxy relates) before:
- (a) the time for holding the general meeting or adjourned general meeting at which the appointee proposes to vote; or
  - (b) the taking of a poll on which the appointee proposes to vote.
- 24.2 The Company receives an appointment of a proxy and any power of attorney or other authority under which it was executed when they are received at:
- (a) the Company's registered office;
  - (b) a facsimile number at the Company's registered office; or
  - (c) a place, facsimile number or electronic address specified for that purpose in the notice of meeting.

## 25. Validity

A vote cast in accordance with an appointment of proxy is valid even if before the vote was cast the appointor:

- (a) died;
- (b) became mentally incapacitated; or
- (c) revoked the proxy,

unless any written notification of the death, unsoundness of mind or revocation was received by the Company before the relevant general meeting or adjourned general meeting.

## Appointment and removal of Directors

### 26. Number and qualification of Directors

- 26.1 There will not be less than 3 nor more than 10 Directors unless the Company in general meeting by resolution changes the maximum number.
- 26.2 A Director must be a Member at the time of his or her appointment or election as a Director.
- 26.3 No employee of the Company may be elected or appointed as a Director.

### 27. Appointment and removal of Directors

- 27.1 The Company may by resolution passed in general meeting:
- (a) appoint new Directors;
  - (b) subject to clause 26.1, increase or reduce the number of Directors;
  - (c) remove any Director before the end of the Director's period of office; and
  - (d) appoint another person in the Director's place.
- 27.2 A person appointed under clause 27.1(d) will hold office for the period for which the Director replaced would have held office if the Director had not been removed.



- 27.3 If the conduct or position of any Director is such that continuance in office appears to the majority of the Directors to be prejudicial to the interests of the Company, a majority of Directors at a meeting of the Directors specifically called for that purpose may suspend that Director.
- 27.4 Within 14 days of the suspension, the Directors must call a general meeting, at which the Members may either confirm the suspension and remove the Director from office in accordance with clause 27.1(c) or annul the suspension and reinstate the Director.

## 28. Additional and casual Directors

- 28.1 Subject to clause 26.1, the Directors may appoint any eligible person as a Director to fill a casual vacancy or as an addition to the existing Directors.
- 28.2 A Director appointed under clause 28.1 will hold office until the next annual general meeting of the Company when the Director may be re-elected.

## 29. Term & Retirement

- 29.1 Subject to clauses 27.1(c) and 28.2, Directors are appointed for a term of three years.
- 29.2 A Director must retire from office at the conclusion of the Director's fourth consecutive term.
- 29.3 A Director retiring due to the operation of clause 29.2 or as extended pursuant to clause 29.5 will be only eligible for re-election or appointment as a Director at or after the Annual General Meeting in the year following the conclusion of the Director's fourth consecutive term pursuant to clause 29.2 or as extended pursuant to clause 29.5.
- 29.4 This clause 29 applies from the date of adoption of this Constitution and, for the purposes of clause 29.1, the term of appointment of each Director in office as at the date of adoption of this Constitution will be deemed to have commenced on the date of the Annual General Meeting at which he or she was last appointed as a Director.
- 29.5 The Members may, by resolution at a general meeting, vote to extend any director's term beyond the maximum period specified in clause 29.2 subject to the extension:
- (a) being one (1) additional year beyond the term specified in clause 29.2; and
  - (b) the limitations in clause 29.6.
- 29.6 The Members may only exercise the right in clause 29.5 in relation to a particular director up to a maximum of up to three (3) additional one (1) year terms beyond the term specified in clause 29.2.

## 30. Filling vacated office

- 30.1 When a Director retires at a general meeting, the Company may by ordinary resolution elect a person to fill the vacated office.
- 30.2 If the vacated office is not filled and the retiring Director has offered himself or herself for re-election, the retiring Director will be deemed to have been re-elected unless, at the meeting at which he or she retires:
- (a) it is resolved not to fill the vacated office; or
  - (b) the resolution for the re-election of the Director is put and lost.

## 31. Nomination of Director

- 31.1 A person other than a retiring Director is not eligible for election as a Director at a general meeting unless the person, or a Member who intends to propose the person, has left at the Company's registered office a written notice signed by him or her:
- (a) giving the person's consent to the nomination; and
  - (b) stating either that the person is a candidate for the office of Director or that the Member intends to propose the person for election.
- 31.2 A notice given in accordance with clause 31.1 must be left at the Company's registered office at least 30 days before the relevant general meeting.

## 32. Vacation of office

The office of a Director immediately becomes vacant if the Director:

- (a) is prohibited by the Corporations Act from holding office or continuing as a Director;
- (b) is liable to have a person appointed, under a law relating to the administration of estates of persons who through mental or physical incapacity are incapable of managing their affairs, to administer it, or becomes in the opinion of the Directors incapable of performing his or her duties;
- (c) resigns by notice in writing to the Company; or
- (d) is removed by a resolution of the Company;
- (e) is absent from Directors' meetings for three (3) or more consecutive months without leave of absence from the Directors;
- (f) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the Corporations Act; or
- (g) ceases to be a Member for any reason.

## Powers and duties of Directors

### 33. Powers and duties of Directors

- 33.1 The business of the Company is managed by the Directors who may exercise all powers of the Company that this Constitution and the Corporations Act do not require to be exercised by the Company in general meeting.
- 33.2 Without limiting the generality of clause 33.1, the Directors may exercise all the powers of the Company to:
- (a) borrow or raise money or other financial accommodation;
  - (b) charge any property or business of the Company;
  - (c) issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person; and
  - (d) guarantee or to become liable for the payment of money or the performance of any obligation by or of any other person.

# Proceedings of Directors

## 34. Directors' meetings

- 34.1 The chairperson may at any time, and the Secretary must on the request of two (2) or more Directors, call a Directors' meeting.
- 34.2 A Directors' meeting must be called on at least 48 hours written notice of a meeting to each Director.
- 34.3 It is not necessary to give notice of a meeting of the Directors to an Australian resident whom the Secretary, when giving notice to the other Directors, reasonably believes to be temporarily outside Australia.
- 34.4 Subject to the Corporations Act, a Directors' meeting may be held by the Directors communicating with each other by any technological means by which they are able simultaneously to hear each other and to participate in discussion.
- 34.5 The Directors need not all be physically present in the same place for a Directors' meeting to be held.
- 34.6 Subject to clause 37, a Director who participates in a meeting held in accordance with this Constitution is taken to be present and entitled to vote at the meeting.
- 34.7 Clauses 34.2 to 34.6 apply to meetings of Directors' committees as if all committee members were Directors.
- 34.8 The Directors may meet together, adjourn and regulate their meetings as they think fit.
- 34.9 A quorum is a majority of Directors for the time being.
- 34.10 Where a quorum cannot be established for the consideration of a particular matter at a meeting of Directors, the chairperson may call a general meeting to deal with the matter.
- 34.11 Notice of a meeting of Directors may be given in writing, or the meeting may be otherwise called using any technology consented to by all the Directors.

## 35. Decision on questions

- 35.1 Subject to this Constitution, questions arising at a meeting of Directors are to be decided by a majority of votes of the Directors present and voting and, subject to clause 37, each Director has one vote.
- 35.2 The chairperson of a meeting does not have a casting vote in addition to his or her deliberative vote.

# Payments to Directors

## 36. Payments to Directors

No payment will be made to any Director of the Company other than payment:

- (a) of out of pocket expenses incurred by the Director in the performance of any duty as Director of the Company where the amount payable does not exceed an amount previously approved by the Directors of the Company;
- (b) for any service rendered to the Company by the Director in a professional or technical capacity, other than in the capacity as Director, where the provision of the

service has the prior approval of the Directors of the Company and where the amount payable is approved by the Directors of the Company and is not more than an amount which commercially would be reasonable payment for the service;

- (c) of interest on moneys loaned or financial accommodation made available to the Company by the Director at a rate of interest no more than arm's length commercial rate of interest; and
- (d) relating to an indemnity in favour of the Director and permitted by section 199A of the Corporations Act or a contract of insurance permitted by section 199B.

## 37. Directors' interests

37.1 Subject to the Corporations Act, a Director who has a material personal interest in a matter that relates to the affairs of the Company must give to the other Directors notice of the interest as soon as reasonably practicable after the Director becomes aware of that interest.

37.2 A Director who has an interest in a matter may give the other Directors standing notice of the nature and extent of the interest in the matter in accordance with section 192 of the Corporations Act.

37.3 A Director who has a material personal interest in a matter that is being considered at a Directors' meeting must not:

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

unless permitted by the Corporations Act to do so, in which case the Director may:

- (c) be counted in determining whether or not a quorum is present at any meeting of Directors considering that contract or arrangement or proposed contract or arrangement;
- (d) sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement; and
- (e) vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement.

## 38. Remaining Directors

38.1 The Directors may act even if there are vacancies on the board.

38.2 If the number of Directors is not sufficient to constitute a quorum at a Directors' meeting, the Directors may act only to:

- (a) appoint a Director; or
- (b) call a general meeting.

## 39. Chairperson and deputy chairperson

39.1 The Directors may elect a Director as chairperson of Directors' meetings and may determine the period for which the chairperson will hold office.

- 39.2 If no chairperson is elected or if the chairperson is not present at any Directors' meeting within ten minutes after the time appointed for the meeting to begin, the Directors present must elect a Director to be chairperson of the meeting.
- 39.3 The Directors may elect a Director as deputy chairperson to act as chairperson in the chairperson's absence.

## 40. Delegation

- 40.1 The Directors may delegate any of their powers, other than those which by law must be dealt with by the Directors as a board, to a committee or committees.
- 40.2 The Directors may at any time revoke any delegation of power to a committee.
- 40.3 At least one member of each committee must be a Director.
- 40.4 A committee must exercise its powers in accordance with any directions of the Directors and a power exercised in that way is taken to have been exercised by the Directors.
- 40.5 A committee may be authorised by the Directors to sub-delegate all or any of the powers for the time being vested in it.
- 40.6 Meetings of any committee of Directors will be governed by the provisions of this Constitution which deal with Directors' meetings so far as they are applicable and are not inconsistent with any directions of the Directors. The provisions apply as if each member was a Director.

## 41. Written resolutions

- 41.1 The Directors may pass a resolution without a Director's meeting being held if all 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. The resolution is passed when the last Director signs.
- 41.2 For the purposes of clause 41.1, 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.
- 41.3 Any document referred to in this clause may be in the form of a facsimile or electronic transmission.
- 41.4 This clause applies to meetings of Directors' committees as if all members of the committee were Directors.

## 42. Validity of acts of Directors

If it is discovered that:

- (a) there was a defect in the appointment of a person as a Director or member of a Directors' committee; or
- (b) a person appointed to one of those positions was disqualified,

all acts of the Directors or the Directors' committee before the discovery was made are as valid as if the person had been duly appointed and was not disqualified.

## 43. Minutes and Registers

- 43.1 The Directors must cause minutes to be made of:
- (a) the names of the Directors present at all Directors' meetings and meetings of Directors' committees;
  - (b) all proceedings and resolutions of general meetings, Directors' meetings and meetings of Directors' committees;
  - (c) all resolutions passed by Directors in accordance with clause 41;
  - (d) all appointments of officers;
  - (e) all orders made by the Directors and Directors' committees; and
  - (f) all disclosures of interests made under clause 37.1.
- 43.2 Minutes must be signed by the chairperson of the meeting or by the chairperson of the next meeting of the relevant body.
- 43.3 The Company must keep all registers required by this Constitution and the Corporations Act.

## 44. Appointment of attorneys and agents

- 44.1 The Directors may from time to time by resolution or power of attorney executed in accordance with section 127 of the Corporations Act appoint any person to be the attorney or agent of the Company:
- (a) for the purposes;
  - (b) with the powers, authorities and discretions (not exceeding those exercisable by the Directors under this Constitution);
  - (c) for the period; and
  - (d) subject to the conditions,
- determined by the Directors.
- 44.2 An appointment by the Directors of an attorney or agent of the Company may be made in favour of:
- (a) any company;
  - (b) the members, directors, nominees or managers of any company or firm; or
  - (c) any fluctuating body of persons whether nominated directly or indirectly by the Directors.
- 44.3 A power of attorney may contain such provisions for the protection and convenience of persons dealing with an attorney as the Directors think fit.
- 44.4 The Directors may appoint attorneys or agents by facsimile transmission, telegraph or cable to act for and on behalf of the Company.
- 44.5 An attorney or agent appointed under this clause may be authorised by the Directors to sub-delegate all or any of the powers authorities and discretions for the time being vested in it.

## 45. Appointment of chief executive officer

- 45.1 The Board may appoint a chief executive officer and delegates to that person the day-to-day operations and management of the Company, including volunteers and paid staff, in accordance with the Board's policies.

## Secretary

### 46. Secretary

- 46.1 If required by the Corporations Act, there must be at least one secretary of the Company appointed by the Directors for a term and at remuneration and on conditions determined by them.
- 46.2 The Secretary is entitled to attend and be heard on any matter at all Directors' and general meetings.
- 46.3 The Directors may, subject to the terms of the Secretary's employment contract, suspend, remove or dismiss the Secretary.

## Resolution of disputes and disciplining of Members

### 47. Dispute resolution and disciplining procedures

- 47.1 A dispute between:

- (a) a Member and another Member (in their capacity as Members) of the Company; or
- (b) a Member or Members and the Company; or
- (c) an Unsuccessful Applicant and the Board,

will be resolved in accordance with this clause 47, the procedures set out in Schedule 1 of this Constitution and, if applicable, the provisions of clauses 48.1, 48.2, 48.3, 48.4 and 48.5.

- 47.2 If:

- (a) a dispute between a Member and the Company concerns a complaint to or by the Board that:
  - (i) the conduct of the Member renders it undesirable that the Member continues to be a Member of the Company; or
  - (ii) the Member no longer meets the qualifications to be a Member as set out in clause 6.5,(each a **Conduct Dispute**);
- or
- (b) the dispute is a dispute between an Unsuccessful Applicant and the Board (an **Unsuccessful Membership Application Dispute**)

then:

- (c) the Board will be represented in the resolution process by the Chairman or another Board Member Board appointed for that purpose by the Board; and
- (d) the resolution of the matter may include a determination that:
  - (i) in the case of a Conduct Dispute:
    - (A) the Member is expelled from the Company: or
    - (B) the Member is suspended from Membership for a specified period; and
  - (ii) in the case of an Unsuccessful Membership Application Dispute:
    - (A) the application for membership of the Unsuccessful Applicant is accepted; or
    - (B) the application for membership of the Unsuccessful Applicant is rejected.

47.3 If the dispute is a Conduct Dispute:

- (a) the Board may refuse to deal with a complaint if it considers the complaint to be trivial or vexatious in nature;
- (b) if the Board decides to deal with the complaint, the Board must ensure that:
  - (i) notice of the complaint is served on the Member concerned in a timely manner;
  - (ii) the Member is given at least 21 days from the time the notice is served within which to make submissions in connection with the complaint, and
  - (iii) in applying the procedures set out in Schedule 1 of this Constitution, submissions made by the Member in connection with the complaint are taken into consideration.

## 48. Dispute appeal procedures

48.1 If the resolution of the matter pursuant to clause 47 and Schedule 1 is a determination that:

- (a) in the case of a Conduct Dispute:
  - (i) the Member is expelled from the Company: or
  - (ii) the Member is suspended from Membership for a specified period; or
- (b) in the case of an Unsuccessful Membership Application Dispute that the application for membership of the Unsuccessful Applicant is rejected,

then:

- (c) the secretary must, within 7 days after the determination is made, cause written notice of the determination to be given to the Member or the Unsuccessful Applicant (including the reasons given for having made that determination) and of the Member's or the Unsuccessful Applicant's right of appeal under this clause 48;



- (d) in the case of a Conduct Dispute, the expulsion or suspension does not take effect:
  - (i) until the expiration of the period within which the Member or the Unsuccessful Applicant is entitled to appeal against the determination; or
  - (ii) if within that period the Member or the Unsuccessful Applicant exercises the right of appeal, unless and until the Company in General Meeting confirms the determination under clause 48.4,  
  
whichever is the later; and
- (e) the Member or the Unsuccessful Applicant may appeal to the Company in General Meeting, within 7 days' after notice of the determination is served on the Member or the Unsuccessful Applicant under clause 48.1(c), by lodging with the Secretary a notice to that effect (which notice may, but need not, be accompanied by a statement of the grounds on which the Member or Unsuccessful Applicant intends to rely for the purposes of the appeal).

48.2 Upon receipt of a notice from a Member or an Unsuccessful Applicant under clause 48.1(d), the Secretary will notify the Board which will convene a General Meeting of the Company to be held within thirty five (35) days after the date on which the Secretary received the notice.

48.3 At a General Meeting of the Company convened under clause 48.2:

- (a) no business other than the question of the appeal will be transacted;
- (b) the parties to the dispute will be given the opportunity to state their respective cases orally or in writing, or both; and
- (c) the Members present will vote by secret ballot on the question of whether the determination should be confirmed or revoked.

48.4 If at the General Meeting the Company passes a Special Resolution in favour of the confirmation of the determination, the determination will be confirmed.

48.5 If at the General Meeting the Company passes a Special Resolution against the determination then:

- (a) in the case of a Conduct Dispute, the determination will be of no effect; and
- (b) in the case of an Unsuccessful Membership Application Dispute, the application for membership will be accepted.

## Inspection of records

### 49. Inspection of records

49.1 Except as otherwise required by the Corporations Act, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the financial records and other documents of the Company or any of them will be open for inspection by Members other than Directors.

- 49.2 Except as otherwise required by the Corporations Act, a Member other than a Director does not have the right to inspect any financial records or other documents of the Company unless the Member is authorised to do so by a court order or a resolution of the Directors.

## Notices

### 50. Service of notices

- 50.1 Notice may be given by the Company to any person who is entitled to notice under this Constitution:
- (a) by serving it on the person; or
  - (b) by sending it by post, facsimile transmission or electronic notification to the person at the person's address shown in the Register or the address supplied by the person to the Company for sending notices to the person.
- 50.2 A notice sent by post is taken to be served:
- (a) by properly addressing, prepaying and posting a letter containing the notice; and
  - (b) on the day after the day on which it was posted.
- 50.3 A notice sent by facsimile transmission or electronic notification is taken to be served:
- (a) by properly addressing the facsimile transmission or electronic notification and transmitting it; and
  - (b) on the day after its despatch.
- 50.4 If a Member does not have an address recorded in the Register a notice will be taken to be served on that Member 24 hours after it was posted on a notice board at the Company's registered office.
- 50.5 A Member whose address recorded in the Register is not in Australia may specify in writing an address in Australia to be taken to be the Member's for the purposes of clause 50.
- 50.6 A certificate in writing signed by a Director, Secretary or other officer of the Company that a document or its envelope or wrapper was addressed and stamped and was posted is conclusive evidence of posting.
- 50.7 Subject to the Corporations Act, the signature to a written notice given by the Company may be written or printed.
- 50.8 All notices sent by post outside Australia must be sent by prepaid airmail post.

### 51. Persons entitled to notice

- 51.1 Notice of every general meeting must be given to:
- (a) every Member;
  - (b) every Director; and
  - (c) any Auditor.
- 51.2 No other person is entitled to receive notice of a general meeting.

## Audit and accounts

### 52. Audit and accounts

- 52.1 The Directors must cause the Company to keep written financial records in relation to the business of the Company in accordance with the requirements of the Corporations Act.
- 52.2 The Directors must cause the financial records of the Company to be audited in accordance with the requirements of the Corporations Act.

## Winding up

### 53. Winding up

- 53.1 If the Company is wound up:
- (a) each Member; and
  - (b) each person who has ceased to be a Member in the preceding year,
- undertakes to contribute to the property of the Company for the:
- (c) payment of debts and liabilities of the Company (in relation to clause 53.1(b), contracted before the person ceased to be a Member) and payment of costs, charges and expenses of winding up; and
  - (d) adjustment of the rights of the contributories amongst themselves,
- such amount as may be required, not exceeding \$52.00 plus applicable goods and services tax.
- 53.2 If any surplus remains following the winding up of the Company, the surplus will not be paid to or distributed amongst Members, but will be given or transferred to another corporation or organisation which, by its constitution, is:
- (a) required to pursue charitable purposes only;
  - (b) required to apply its profits (if any) or other income in promoting its objects;
  - (c) a cultural organisation placed on the Cultural Register established pursuant to sub-division 30F of the Income Tax Assessment Act (or any successor thereto); and
  - (d) prohibited from making any distribution to its members or paying fees to its directors,
- such corporation to be determined by the Members at or before the winding up and in default, by application to the Supreme Court of New South Wales for determination.

## Indemnity

### 54. Indemnity

- 54.1 To the extent permitted by law and subject to the restrictions in section 199A of the Corporations Act, the Company indemnifies every person who is or has been an officer of the Company against:
- (a) any liability (other than for legal costs) incurred by that person as an officer of the Company (including liabilities incurred by the officer as an officer of a subsidiary of

the Company where the Company requested the officer to accept that appointment); or

- (b) reasonable legal costs incurred in defending an action for a liability incurred by that person as an officer of the Company (including legal costs incurred by the officer as an officer of a subsidiary of the Company where the Company requested the officer to accept that appointment).

54.2 The amount of any indemnity payable under clauses 54.1(a) or 54.1(b) will include an additional amount (**GST Amount**) equal to any GST payable by the officer being indemnified (**Indemnified Officer**) in connection with the indemnity (less the amount of input tax credit claimable by the Indemnified Officer in connection with the indemnity). Payment of any indemnity which includes a GST Amount is conditional upon the Indemnified Officer providing the Company with a GST tax invoice for the GST Amount.

54.3 For the purposes of this clause, **officer** means:

- (a) a Director; or
- (b) a Secretary.

## Public fund

### 55. Set up and operation of public fund

55.1 The Company will establish and maintain a public fund.

55.2 Donations will be deposited into the public fund listed on the Register of Cultural Organisations. These monies will be kept separate from the funds of the Company and will only be used to further the principal purpose of the Company. Investment of monies in this fund will be made in accordance with guidelines for public funds as specified by the Australian Taxation Office.

55.3 The fund will be administered by a management committee (which may comprise some or all of the Directors) or a subcommittee of the management committee, the majority of whom, because of their tenure of some public office or their professional standing, have an underlying community responsibility, as distinct from obligations solely in regard to the cultural objectives of the Company.

55.4 No monies/assets in this fund will be distributed to members or office bearers of the Company, except as reimbursement of out-of-pocket expenses incurred on behalf of the fund or proper remuneration for administrative services.

55.5 The Department responsible for the administration of the Register of Cultural Organisations will be notified of any proposed amendments or alterations to provisions for the public fund, to assess the effect of any amendments on the public fund's continuing Deductible Gift Recipient status.

55.6 Receipts for gifts to the public fund must state:

- (a) the name of the public fund and that the receipt is for a gift made to the public fund;
- (b) the Australian Business Number of the company;
- (c) the fact that the receipt is for a gift; and

- (d) any other matter required to be included on the receipt pursuant to the requirements of the Income Tax Assessment Act 1997.

## 56. Winding up of the public fund

- 56.1 If upon winding up or dissolution of the public fund listed on the register of Cultural Organisations, there remain after satisfaction of all its debt and liabilities, any property or funds, the property or funds shall not be paid to or distributed among its members but shall be given or transferred to some other fund, authority or institution having objects similar to the objects of this public fund, and whose rules shall prohibit the distribution of its or their income among its or their members, such fund, authority or institution to be eligible for tax deductibility of donations under Subdivision 30-B, section 30-100, of the Income Tax Assessment Act 1997 and listed on the Register of Cultural Organisations maintained under the Act.

# Schedule 1

## Mediation and arbitration

### 1. Mediation

The parties to the dispute agree that each will take the following steps in the order presented, in an endeavor to reconcile the dispute by way of mediation:

#### 1.1 First step:

The parties should meet, pray together, purpose to be reconciled, and should be alone.

(Matthew 18:15 NLT: *“If another believer sins against you, go privately and point out the offense. If the other person listens and confesses it, you have won that person back.”*) (Proverbs 26:17 NLT *“Interfering in someone else’s argument is as foolish as yanking a dog’s ears...”*)

#### 1.2 Second step:

If the disputing parties fail to reconcile their differences as outlined above, they should meet again with witnesses participating in the second meeting. The witnesses participating in such meeting may be percipient witnesses with knowledge of actual facts of the dispute, or persons with knowledge which would be helpful in resolving the dispute (e.g. this could be a lawyer or wise counselor). The parties and witnesses should pray together and purpose to be reconciled.

(Matthew 18:16 NLT: *“But if you are unsuccessful, take one or two others with you and go back again, so that everything you say may be confirmed by two or three witnesses.”*)

#### 1.3 Third step:

- (a) If the disputing parties fail to reconcile their differences by either means outlined above, the disputing parties will each appoint a person of wisdom, who has invited Jesus Christ into his/her heart as Lord and Savior, who holds fast to the doctrines of historic Christianity as set forth in the Nicene Creed, who believes the Bible to be the inspired Word of God and who is not related to any party by blood or marriage, as mediators. The two persons so appointed will likewise appoint a third person of like character and position to serve as a third mediator.
- (b) Each party will submit to the mediators, but not to the other party, its written statement of the facts, contentions, and summary of the settlement discussions to date.
- (c) The mediators will set a date and place for a meeting of the parties and their counsel, if any, which will take place no later than thirty (30) days after the selection of the mediators.
- (d) The hearing will be conducted in a spirit of prayer, for the purpose of hearing, discussing the facts and disputes, with a goal of seeking reconciliation of the parties and resolution of the dispute which is reducible to writing and acceptable to the disputants.
- (e) The mediators will seek to discern the spiritual needs and weaknesses of the parties as such matters relate to the manner in which the parties view their dispute and the rights each believes it has in the matter.
- (f) The mediators should prayerfully seek an application of the principles of the Word of God to the parties and the problem, so that the dispute is resolved in a manner that restores brotherly love and unity, ministers to the spiritual needs revealed by the dispute, and resolves the conflict fairly and equitably. A party should not be permitted, as a

“decision” of the mediators to accede to the demands of the other, if the mediators discern that the acceding party's decision is based upon a decision “to be defrauded rather than participate in the dispute,” or “to give his shirt also when his coat is demanded,” in lieu of honest, spirit-filled and spirit-led mediation.

- (g) If a party will not cooperate, or refuses to mediate, or if the mediators cannot lead the parties to a resolution of the conflict through mediation, then arbitration as set out in section 2 of this Schedule will then be conducted to resolve the dispute, subject to the appeal procedures set out in clause 48 of the Constitution. Mediation under section 1 of this Schedule may be waived by either party and a refusal to follow the mediation procedures required in section 1 of this Schedule within five (5) days after written notice of demand for mediation under section 1 of this Schedule will be deemed such a waiver.

#### 1.4 Mediation expenses:

Subject to any determination under section 3.7 of this Schedule:

- (a) the fees and expenses, if any, of the mediator appointed by a party will be borne and paid by the appointing party unless otherwise agreed between the mediator and the party; and
- (b) the fees and expenses, if any, of the third mediator appointed by the first two mediators under section 1.3(a) of this Schedule will be borne and paid by the parties to the dispute in equal shares unless otherwise agreed between the mediator and those parties.

## 2. Arbitration

If mediation fails to achieve a resolution of the dispute, or is waived by either party, the parties will submit the dispute to the consideration and award of the mediators, who will then serve as arbitrators (the “Arbitrators”). If any of the mediators who served as such are unable or unwilling to serve as Arbitrators, a person with the qualifications described for a mediator will be selected in the manner described for selecting a mediator within ten (10) days after the notice by the declining mediator of his/her unwillingness or inability to serve. The person or persons who appointed the declining mediator will so appoint the new arbitrator.

## 3. Law and procedure

The Arbitrators will apply the substantive law of the jurisdiction of the State of New South Wales, Australia. The following procedures will apply to the arbitration:

- 3.1 The Arbitrators will appoint a time and place for the hearing and cause notice of the time and place for the hearing to be served in accordance with clause 50 of the Constitution on the parties to the arbitration not less than thirty (30) days before the hearing. Appearance at the hearing waives the right to notice.
- 3.2 The Arbitrators may adjourn the hearing from time to time as necessary. On request of a party to the arbitration for good cause, or upon their own determination, the Arbitrators may postpone the hearing.
- 3.3 The Arbitrators will preside at the hearing, will rule on the admission and exclusion of evidence and on questions of hearing procedure and will exercise all powers relating to the conduct of the hearing. The Arbitrators may select one of the Arbitrators to preside at the hearing if there is more than one arbitrator.
- 3.4 The parties to the arbitration are entitled to be heard, to present evidence and to cross-examine witnesses appearing at the hearing, but rules of evidence and rules of judicial procedure need

not be observed. On request of any party to the arbitration, the testimony of witnesses will be given under oath.

3.5 If the Arbitrators intend to base an award upon information not obtained at the hearing, they will disclose such information to all parties to the arbitration and give the parties an opportunity to review it.

3.6 The desires:

- (a) to honour and glorify the Lord Jesus Christ in the resolution of the dispute;
- (b) that the relationship of the parties to the dispute be honouring to Christ; and
- (c) that the unity of the Holy Spirit be preserved in the bond of peace, and be sought after more than any gain or right of one of the parties,

will be of utmost importance in the conduct and tenor of the hearings, and spiritual issues should be discussed and dealt with, and God's counsel and wisdom should be frequently and openly sought.

3.7 The Arbitrators will determine and resolve the dispute by majority vote of the Arbitrators. The Arbitrators will determine, as part of their decision, how the fees and expenses of the parties incurred as a result of any mediation or arbitration under this Schedule, if any, are to be paid. A written decision (including the reasons for the decision) will be rendered and signed by a majority of the Arbitrators within thirty (30) days after the final hearing on the matter.

3.8 If three Arbitrators are selected under the foregoing procedure but two of the three fail to reach an agreement in the determination of the matter in question, the matter will be decided by three new Arbitrators who will be appointed and will proceed in the same manner, and the process will be repeated until a decision is finally reached by two of the three Arbitrators selected.

## 4. Refusal to arbitrate

If any party refuses to arbitrate under the terms of this Schedule, it agrees that an award may be entered against it by the decision of the Arbitrators provided that the refusing party received notices of each hearing, was given reasonable opportunity to participate, and a written decision was rendered and a notice of the decision (including the reasons for the decision) is given to the party refusing to participate. If the party refusing to arbitrate also has failed or refused to appoint an Arbitrator within ten (10) days after written notice has been given by the other party, the non-refusing party will appoint a sole Arbitrator who will determine and resolve the dispute, subject to the appeal procedures set out in clause 48 of the Constitution.

## 5. Judgment

Subject to the appeal procedures set out in clause 48 of the Constitution, the decision or award entered by the Arbitrators may, if necessary to give effect to the decision or award, be entered as a judgment in any court of competent jurisdiction for the enforcement of the decision or award.