

**9 April 2018**

**Constitution**

**of**

**Lifestreams Christian Church Inc.**

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# 1. Preamble

This Constitution is provided to meet the needs of the Lifestreams Christian Church Inc. and is prepared as a guide in matters relating to the conduct, business of, and the determination of the Membership and Government of the Church.

This Constitution is in no way a creedal statement, and anything contained within it will not take any precedence over the authority of the Bible.

# 2. Definitions and Interpretation

In this document unless the context indicates otherwise:

- (a) **“Act”** means the *Associations Incorporation Act 2015* (WA) as amended or substituted.
- (b) **“Church”** means Lifestreams Christian Church Inc (IARN A0780016L).
- (c) **“Constitution”** means this document setting out the rules of the Church.
- (d) **“Servant Leadership Team” or “SLT”** means the management committee of the Church for the purposes of s 38 of the Act.
- (e) **“Senior Minister”** is the leader of the Staff Ministers, an SLT Member.
- (f) **“SMT”** means the Senior Ministry Team, which is the leadership team of the Staff Ministers.
- (g) **“Staff Ministers”** are appointed by the Senior Minister in consultation with the SLT, SMT and are accountable to “The Senior Minister”.
- (h) **“Shepherding Elders”** are Active Vision Partners appointed annually by the SLT and SMT to serve in a pastoral and praying capacity.
- (i) **“Record of Office Holders”** means the record of office holders required to be maintained under section 58(2) of the Act.
- (j) **Resolutions** of General Meetings shall be passed in the following circumstances:
  - (i) **“Extraordinary Resolution”** – An Extraordinary Resolution shall be carried if passed by at least eighty-five (85) percent of those present and voting;
  - (ii) **“Special Resolution”** – A Special Resolution at a General Meeting shall be carried if passed by at least seventy-five (75) percent of those present and voting;
  - (iii) Where this Constitution does not expressly require an Extraordinary Resolution or a Special Resolution, a resolution shall be carried if passed by at least fifty (50) percent plus one of those present and voting;
  - (iv) Any resolution where there is an equal number of votes for and against the resolution shall be deemed to have failed; and
  - (v) The chair of any meeting shall only have a deliberative vote and does not have a casting vote.
- (k) **“Secretary”** means the secretary of the SLT appointed under clause 14.
- (l) **“Vision Partner”** means a member of the Church.
- (m) **“Vision Partner Register”** means the register of members maintained in accordance with clause 8.
- (n) A reference to a clause is a reference to a clause of this Constitution.
- (o) Where this Constitution requires the calculation of a percentage or proportion of a group of persons, the final calculation shall be rounded up to the nearest whole number of persons.

# 3. Name

The name of the Church shall be “Lifestreams Christian Church Incorporated”.

## 4. Objects

### **The object of the Church is:**

- (a) To become a Christ Centred Community in accordance with the practice, principles and doctrines of the Bible; and

### **The ancillary objects are:**

- (a) To aid the establishment, administration and maintenance of Christian churches and Christian organisations;
- (b) To engage in the production, publication and dissemination of Christian information;
- (c) To affiliate with and assist any other groups of Christians, financially or otherwise, in the furtherance of the objects of the Church;
- (d) To minister to the needs in the community and in so doing express the compassion demonstrated by the example of our Lord Jesus Christ; and
- (e) To provide for and minister to people in our immediate community with the same measure of love that Jesus Christ gave to this world.

## 5. Our Beliefs

### **(a) About God**

God is the Creator and Ruler of the universe. He eternally exists in three (3) personalities: the Father, the Son, and the Holy Spirit. These three are co-equal and are one God.

### **(b) About Jesus Christ**

Jesus Christ is the Son of God. He is co-equal with the Father. Jesus lived a sinless human life and offered Himself as the perfect sacrifice for the sins of all people by dying on a cross. He rose from the dead after three days to demonstrate His power over sin and death. He ascended to Heaven's glory and will return again someday to earth to reign as King of Kings, and Lord of Lords.

### **(c) About The Holy Spirit**

The Holy Spirit is co-equal with the Father and the Son of God. He is present in the world to make people aware of their need for Jesus Christ. He also lives in every Christian from the moment of salvation. He provides the Christian with power for living, understanding of spiritual truth, and guidance in doing what is right. He gives believers spiritual gifts when they are saved. As Christians we are to live under His control daily.

### **(d) About the Bible**

The Bible is God's Word to us. Human authors under the supernatural guidance of the Holy Spirit wrote it. It is the supreme source of truth for Christian beliefs and living. Because God inspires it, it is the truth without any mixture of error.

### **(e) About Human Beings**

People are made in the spiritual image of God, to be like Him in character. People are the supreme object of God's creation. Although every person has tremendous potential for good, all of us are marred by an attitude of disobedience toward God called 'sin'. This attitude separates people from God and causes many problems in life.

## **(f) About Salvation**

Salvation is God's free gift to us but we must accept it. We can never make up for our sin by self-improvement or good works. Only by trusting in Jesus Christ as God's offer of forgiveness can anyone be saved from sin's penalty. When we turn from our self-ruled life to Jesus in faith we are saved. Eternal life begins the moment a person receives Jesus Christ into their life by faith and this faith will be evidenced through the believer's obedient life. Salvation is sustained through the grace and power of God, not by the self-effort of the Christian.

## **(g) About The Church**

The mission of the Church is to bring glory to God and to help people find and follow Jesus. The Church is called to make disciples through worship, prayer, teaching of the Word, communion, baptism, fellowship, the exercise of our gifts and talents and by sharing God's love in our community and throughout the world.

## **(h) About Eternity**

We will either exist eternally separated from God by sin, or eternally with God through forgiveness and salvation. To be eternally separated from God is Hell. To be eternally in unison with Him is eternal life. Heaven and Hell are real places of eternal existence.

# **6. Powers**

The Church has the powers conferred by the Act subject to the clarifications, exclusions or modifications set out below:

- (a) Purchase, take on lease, exchange, hold, deal with or acquire, or dispose of any real or personal property provided that in any decision to buy, sell, lease, encumber or in any other way deal with any interest in land is recorded in the Church's annual report.
- (b) Open and operate bank accounts.
- (c) Invest its monies:
  - (i) In any security in which trust monies may be invested; or
  - (ii) In any other manner authorised by the regulations of the Church;
- (d) Borrow money as the regulations of the Church permit;
- (e) Give security for the discharge of liabilities incurred by the Church as the regulations of the Church permit.
- (f) Appoint agents to transact any business of the Church on its behalf.
- (g) Enter into any other contract it considers necessary or desirable.
- (h) Act as a trustee and accept and hold real and personal property upon trust.
- (i) Initiate and defend all and any legal actions or proceedings, by or on behalf of the Church as are considered necessary or desirable.
- (j) Make, adopt, publish, enforce and vary such Constitution, regulations, by-laws and standing orders as may be deemed necessary or desirable.

- (k) Do anything which an incorporated association may do under the Act
- (l) Act as Trustee for Lifestreams Community Trust and also accept and hold real and personal property upon trust.

## **7. Vision Partner**

- (a) All those who openly confess their faith in the Lord Jesus Christ, are seeking to live for Christ accepting the authority of the Bible, and are in agreement with the Church's Beliefs (clause 5), Objects, Vision, Mission and Values, and who have attained the age of eighteen (18) years, may become a Vision Partner.
- (b) A person wishing to become a Vision Partner shall apply to a Staff Minister who, as soon as practicable, will consider the application in accordance with the Church's Beliefs (clause 5) and may accept or refer the application to the SLT for its determination as to whether the application should be accepted or rejected.
- (c) If the application is accepted, the applicant's name will be added to the Vision Partner Register, the SLT notified at their next meeting, and the applicant recognised as a Vision Partner by the Church in a manner determined by themselves and the Staff Minister.
- (d) A Staff Minister must give to each person who becomes a Vision Partner a copy of this Constitution when their membership commences.
- (e) Vision Partners shall be divided into two (2) membership classes:
  - (i) Active Vision Partner:

A Vision Partner who is committed to attending Church services regularly (a minimum of 26 weeks per year).
  - (ii) General Vision Partner:

A Vision Partner who is unable to attend Church services regularly (a minimum of 26 weeks per year) for whatever reason.
- (f) A person who becomes a Vision Partner will commence their membership as an Active Vision Partner.
- (g) The SLT may transfer a Vision Partner to a different class of membership if the Vision Partner satisfies the criteria set out in clause 7(e) for that class.
- (h) If the SLT decides to change a Vision Partner's class under clause 7(g), the SLT must ensure that the Vision Partner Register is updated to reflect the change in class within 7 days of the SLT's decision, and, in any event, not less than 14 days before a General Meeting.

## **8. Vision Partner Register**

- (a) The Secretary, or another person authorised by the SLT, is responsible for the requirements imposed on the Church under section 53 of the Act to maintain the Vision Partner Register and record in that register any change in the membership of the Church.

- (b) In addition to the matters referred to in section 53(2) of the Act, the Vision Partner Register must include the class of membership to which each Vision Partner belongs as set out in clause 7(e) and the date on which each Vision Partner becomes a member.
- (c) The Vision Partner Register must be kept at the Church premises, or at another place determined by the SLT.
- (d) A Vision Partner who wishes to inspect the Vision Partner Register must contact the Secretary or a Staff Minister to make the necessary arrangements.

## **9. Termination of Membership**

A Vision Partner ceases to be a member of the Church when any of the following takes place:

- (a) the Vision Partner dies;
- (b) the Vision Partner resigns from the Church by giving written notice to any member of the SMT or SLT.
- (c) the Vision Partner's membership is terminated in accordance with clause 10(a).

## **10. Suspension, Removal and Disputes**

### (a) Suspension or removal from membership

- (i) The SLT may decide to suspend or remove a Vision Partner from membership of the Church, or, if applicable, from membership of the SLT, in accordance with this clause 10(a) if:
  - A. the Vision Partner contravenes the Constitution or the Act; or
  - B. the Vision Partner acts detrimentally to the interests of the Church; or
  - C. the Vision Partner fails to attend the regular worship services for a period of 3 months; or
  - D. the Vision Partner by his or her conduct or lifestyle fails to reflect values consistent with their profession of faith or the Church's beliefs set out in clause 5.
- (ii) The Secretary must give the Vision Partner written notice of the proposed suspension or removal at least 28 days before the SLT meeting at which the proposal is to be considered by the SLT.
- (iii) The notice given to the Vision Partner must state:
  - A. when and where the SLT meeting is to be held; and
  - B. the grounds on which the proposed suspension or removal is based; and

- C. that the Vision Partner is encouraged to attend the meeting and will be given a reasonable opportunity to make written or oral (or both written and oral) submissions to the SLT about the proposed suspension or removal;
  - (iv) At the SLT meeting, the SLT must:
    - A. give the Vision Partner a reasonable opportunity to make written or oral (or both written and oral) submissions to the SLT about the proposed suspension or removal; and
    - B. give due consideration to any submissions so made; and
    - C. if the SLT is satisfied that the Vision Partner has engaged in conduct referred to in clauses 10(a)(i)A-D, decide:
      - 1. whether or not to suspend the Vision Partner and, if the decision is to suspend the Vision Partner, the period of suspension; or
      - 2. whether or not to terminate the Vision Partner's membership of the Church; or
      - 3. if the Vision Partner is a member of the SLT, whether or not to terminate the Vision Partner's membership of the SLT.
  - (v) A decision of the SLT to suspend the Vision Partner or to remove the Vision Partner under this clause 10(a) takes immediate effect.
  - (vi) The SLT must give the Vision Partner written notice of the SLT's decision, and the reasons for the decision, within 7 days after the SLT meeting at which the decision is made.
  - (vii) A Vision Partner dissatisfied with the decision of the SLT under this clause 10(a) may within 14 days after receiving notice of the SLT's decision give written notice to the Secretary requesting the matter be referred to the Executive Minister of Churches of Christ in Western Australia Inc or person or persons nominated by the Executive Minister, who must make a recommendation to the SLT regarding the dispute within 30 days of receipt of the referral, or such longer period as agreed by the parties to the dispute.
  - (viii) In any matter being considered under this clause, the privacy of the individual(s), the good name of the Church, and the ministry of the Church, as followers of Jesus Christ, shall be given appropriate consideration.
  - (ix) The decision of the SLT is final.
- (b) Consequences of suspension
- (i) During the period a Vision Partner is suspended, the Vision Partner loses any rights as a Vision Partner (including voting rights) and, if applicable, as a member of the SLT.
  - (ii) When a Vision Partner is suspended, the Secretary must record in the Vision Partner Register and, if applicable, the Record of Office Holders:
    - A. that the Vision Partner is suspended; and
    - B. the date on which the suspension takes effect; and



C. the period of the suspension.

- (iii) When the period of the suspension ends, the Secretary must record in the Vision Partner Register and, if applicable, the Record of Office Holders, that the Vision Partner is no longer suspended.

(c) Disputes

- (i) The dispute resolution process set out in this clause 10(c) applies to disputes:
- A. between Vision Partners (or former Vision Partners); or
  - B. between one or more Vision Partners and the Church,
- other than disputes in relation to decisions made under clause 10(a).
- (ii) The parties to a dispute must meet and discuss the matter in dispute and attempt to resolve the dispute between themselves within 14 days after the dispute has come to the attention of each party
- (iii) If the parties are unable to resolve the dispute any party may take a witness in an attempt to resolve the dispute
- (iv) If the parties are still unable to resolve the dispute between themselves, any party to the dispute may take the matter to the SLT (as the representatives of the Church) by giving written notice to the Secretary of:
- A. the parties to the dispute; and
  - B. the matters that are the subject of the dispute.
- (v) Within 28 days after the Secretary is given the notice, a SLT meeting must be convened to consider and determine the dispute.
- (vi) The Secretary must give each party to the dispute written notice of the SLT meeting at which the dispute is to be considered and determined at least 7 days before the meeting is held.
- (vii) The notice given to each party to the dispute must state:
- A. when and where the SLT meeting is to be held; and
  - B. that the party is encouraged to attend the meeting and will be given a reasonable opportunity to make written or oral (or both) submissions to the SLT about the dispute.
- (viii) If:
- A. the dispute is between one or more Vision Partners and the Church; and
  - B. any party to the dispute gives written notice to the Secretary stating that the party does not agree to the dispute being determined by the SLT,

the SLT must not determine the dispute and must refer the matter to the Executive Minister of Churches of Christ in WA Inc., who must determine the dispute within 30 days of receipt of the referral, or such longer period as agreed by the parties to the dispute.

(d) Determination of dispute by SLT

- (i) At the SLT meeting at which a dispute is to be considered and determined, the SLT must:
  - A. give each party to the dispute a reasonable opportunity to make written or oral (or both) submissions to the SLT about the dispute; and
  - B. give due consideration to any submissions so made; and
  - C. determine the dispute.
- (ii) The SLT must give each party to the dispute written notice of the SLT's determination, and the reasons for the determination, within 7 days after the SLT meeting at which the determination is made.
- (iii) A party to the dispute may, within 14 days after receiving notice of the SLT's determination under clause 10(a)(ii). give written notice to the Secretary requesting the matter be referred to the Executive Minister of Churches of Christ in WA Inc, who must determine the dispute within 30 days of receipt of the referral, or such longer period as agreed by the parties to the dispute.

## 11. Church Leadership

- (a) The Church shall be autonomous in its management and be affiliated with Churches of Christ in WA Inc. under the leadership of the Lord Jesus Christ.
- (b) The SLT shall consist of:
  - (i) at least four (4) and not more than ten (10) Servant Leaders appointed in accordance with clause 13;
  - (ii) the Senior Minister; and/or
  - (iii) a staff appointee,making a total of not more than twelve (12) Vision Partners.
- (c) The SLT will have oversight of the Church.
- (d) The SLT will formulate policies regarding the life and witness of the Church and will have oversight of the application of those policies, which shall be administered by the Senior Minister and the Staff Ministers, through ministry teams and committees of the Church
- (e) Except for the position of the Senior Minister, the SLT shall have authority to appoint and remove all staff of the Church, including but not limited to all Staff Ministers, on such terms and conditions as the SLT shall determine.
- (f) The SLT may appoint a Vision Partner to fill a position that has become vacant, other than that of Senior Minister, in accordance with the process set out in clause 13.
- (g) The SLT and the SMT shall appoint people as Shepherding Elders to fulfil a pastoral and prayerful function in the life of the church. These men and women will assist the SLT and SMT in the nurturing of a Christ Centred Church.

## 12. Qualification of SLT Members

To qualify for the position of a SLT member, a Vision Partner must:

- (a) exhibit Christlike characteristics (Galatians 5:22-26; 1 Corinthians 13; 1 Timothy 3:1-7 and Titus 1:6-9);
- (b) demonstrate spiritual maturity in the exercise of their spiritual gifts and sign a written statement affirming the Church's Beliefs as set out in clause 5;
- (c) have been an Active Vision Partner of good standing in the Church for at least twelve (12) months and also remain as such during their term of appointment; and
- (d) not be disqualified from appointment as a member of the SLT under s 39 of the Act.

## 13. Election of SLT Members

- (a) The term of appointment for a SLT member shall be deemed to commence on 1<sup>st</sup> July of the calendar year in which the SLT member was appointed and shall be for an indefinite length of time subject to:
  - (i) a peer review endorsement each year;
  - (ii) their desire to continue; and
  - (iii) confirmation by ballot as per clause 13(b) within 60 days of being appointed as an SLT member and every two (2) years thereafter.
- (b) Ballots for the confirmation election of SLT Members shall be held according to the following procedure:
  - (i) the SLT shall identify suitable candidates for the position of SLT Member and shall publish for two (2) Sundays prior to the ballot a list of nominees for prayerful consideration by the Church for appointment;
  - (ii) nominees for the position of SLT Member who receive 75% of the vote of Vision Partners present and voting shall be appointed;
  - (iii) the confirmation election shall be conducted by secret ballot;
  - (iv) the SLT will appoint a returning officer and an assistant returning officer who shall observe the strictest confidence as to the voting results.
- (c) The SLT may call a confirmation ballot for the election of SLT members at any time as they see fit to maintain the required number of SLT members or to fill any vacancies.

## 14. Officers of the SLT

The SLT will, at its first meeting following the Annual General Meeting, elect a Chair, Vice Chair and Secretary from the appointed SLT Members. The Chair will wherever possible preside at meetings of the SLT and the Church. The Vice Chair will assume the

responsibilities of the Chair in their absence. In the absence of both the Chair and Vice Chair, the SLT will appoint an acting Chair for that meeting.

## 15. SLT Meetings

- (a) The SLT will meet at least 6 times per year. The Chair may call special meetings as required by giving at least 24 hours written notice to all other SLT members.
- (b) At a meeting of the SLT a simple majority of appointed SLT Members will constitute a quorum, provided that in the case of calling or dismissing a Minister, considering an allegation of misconduct, or buying, selling, leasing, encumbering or in any other way dealing with any interest in real property, two thirds (2/3) of appointed SLT Members shall constitute a quorum.
- (c) The SLT may from time to time enact and amend by-laws as to the procedure and order of meetings of the SLT, which shall otherwise be determined by the Chair.
- (d) Each SLT member present at an SLT meeting has one vote on any question arising at the meeting.
- (e) A motion is carried if:
  - (i) where this Constitution requires a 'Special Resolution' of the SLT, seventy - five (75) percent of the SLT members present at the SLT meeting vote in favour of the motion;
  - (ii) where this Constitution requires an 'Extraordinary Resolution' of the SLT, eighty-five (85) percent of the SLT members present at the SLT meeting vote in favour of the motion; or
  - (iii) in any other case, a majority of the SLT members present at the SLT meeting vote in favour of the motion and, if the votes are divided equally on a question, the Chair has a second or casting vote.
- (f) A vote may take place by the SLT members present indicating their agreement or disagreement or by a show of hands, unless the SLT decides that a secret ballot is needed to determine a particular question.
- (g) If a secret ballot is needed, the Chair must decide how the ballot is to be conducted.
- (h) The SLT will ensure full and correct minutes are kept of their meetings.

## 16. Conflicts of Interest

- (a) SLT Members, other than the Senior Minister and the staff appointee, must not be paid employees of the Church.
- (b) Any SLT Member, who has a material personal interest in a matter being considered by the SLT:
  - (i) shall disclose the nature and extent of their interest to the SLT as soon as they become aware of their interest;
  - (ii) shall not vote in respect of any resolution concerning the matter; and

- (iii) shall not participate in or be present during any debate or deliberations in respect of the matter.
- (c) Any disclosures in accordance with clause 16(b) shall be recorded in the minutes of that SLT meeting.

## **17. Termination of Servant Leadership Team Members**

An SLT member will cease to be an SLT member when any of the following takes place:

- (a) the SLT member dies;
- (b) the SLT member resigns from the SLT in writing addressed to the Chair;
- (c) the SLT member is absent for more than three (3) meetings in any twelve (12) month period without tendering an apology;
- (d) the SLT member ceases to be an Active Vision Partner of the Church;
- (e) except in the case of the Senior Minister or staff appointee to the SLT, the SLT member enters into the paid employment of the Church; or
- (f) except in the case of the Senior Minister, the SLT member is removed from office under clause 10(a) or by a Special Resolution of the Church at a General Meeting; or
- (g) in the case of the Senior Minister, the Senior Minister is dismissed in accordance with clause 18(e).

## **18. The Senior Minister**

- (a) There shall be a Search Committee for the selection of a candidate for the position of the Senior Minister to the Church comprising five (5) or more Vision Partners appointed by the SLT (“the Search Committee”).
- (b) The Search Committee will recommend candidates for the position of the Senior Minister to the SLT. Upon the passing of an Extraordinary Resolution of the SLT and an Extraordinary Resolution of a General Meeting of the Church, supporting the appointment of a candidate as the Senior Minister, a call shall be extended to the chosen candidate to accept the position.
- (c) The Senior Minister will be appointed in writing stating the remuneration and conditions of the call.
- (d) It shall be a condition of the call of the Minister that their ministry be annually reviewed by the SLT.
- (e) It shall be a condition of the call that the Senior Minister may be dismissed upon the passing of Special Resolutions to that effect, at both the SLT and a General Meeting of the Church.
- (f) If the SLT receives a complaint alleging misconduct of any kind against the Senior Minister, the SLT shall give notice of the complaint to the Executive Minister of Churches of Christ in WA Inc.

## 19. Staff Ministers

- (a) Staff Ministers shall be appointed by the Senior Minister after Special Resolution of the SLT.
- (b) It shall be a condition of the call of all Staff Ministers that they may be dismissed following the process in clause 10(a).
- (c) It shall be a condition of the call of all Staff Ministers that their ministries be annually reviewed by the Senior Minister.

## 20. Congregational Meetings

- (a) The SLT:
  - (i) may at any time convene a General Meeting;
  - (ii) shall convene an Annual General Meeting as required by the Act but in any event within six (6) months of the end of the church financial year;
  - (iii) shall within thirty (30) days of receiving a request in writing from 10% of Vision Partners meet with three (3) representatives of the group of Vision Partners making the request to seek to resolve any issue by mediation and consensus. In the event that agreement cannot be reached, a Special General Meeting will be convened for the purpose specified in that request within sixty (60) days of the SLT receiving the request.
- (b) Except in the case of a General Meeting convened in accordance with clause 20(a)(iii), discussion at a General Meeting shall be limited to items of business submitted to the Chair of SLT and which have been considered by the last formal meeting of the SLT.
- (c) The Secretary must give to each Vision Partner at least 14 days' notice of a General Meeting.
- (d) The notice must:
  - (i) specify the date, time and place of the meeting; and
  - (ii) indicate the general nature of each item of business to be considered at the meeting; and
  - (iii) if a Special Resolution is proposed:
    - A. set out the wording of the proposed resolution as required by section 51(4) of the Act; and
    - B. state that the resolution is intended to be proposed as a Special Resolution; and
  - (iv) include a copy of any form that the SLT has approved for the appointment of a proxy under clause 22.

- (e) Notice of any General Meeting shall be given by announcement at the worship services of the Church for two (2) consecutive Sundays immediately prior to the meeting
- (f) A quorum for a General Meeting shall be thirty (30) Active Vision Partners.
- (g) At the Annual General Meeting the Church shall receive the financial statements and reports from the auditors and reports from the Ministers, SLT, ministry teams, committees and auxiliaries, and discuss any item of business submitted to the Chair of SLT in accordance with clause 20(b)
- (h) If thirty (30) minutes after the appointed time for a General Meeting a quorum is not present, the General Meeting shall stand adjourned until the same day in the following week and at the same time and place. If a quorum is not achieved at such an adjourned General Meeting, the General Meeting shall be adjourned indefinitely.
- (i) The SLT may from time to time enact and amend by-laws as to the procedure and order of the General Meetings, which shall otherwise be in accordance with the Constitution.

## 21. Voting Rights

Only members identified as an Active Vision Partner on the Vision Partner Register are eligible to vote at a General Meeting of the Church.

## 22. Proxies of Vision Partners

- (a) A Vision Partner may appoint in writing another Vision Partner who is a natural person to be the proxy of the appointing Vision Partner and to attend, and vote on behalf of the appointing Vision Partner at, any General Meeting.
- (b) The appointment of a proxy must be in writing and signed by the Vision Partner making the appointment.
- (c) The Vision Partner appointing the proxy may give specific directions as to how the proxy is to vote on the Vision Partner's behalf.
- (d) If no instructions are given to the proxy, the proxy may vote on behalf of the Vision Partner in any matter as the proxy sees fit.
- (e) If the SLT has approved a form for the appointment of a proxy, the Vision Partner may use that form or any other form:
  - (i) that clearly identifies the person appointed as the Vision Partner's proxy; and
  - (ii) that has been signed by the Vision Partner.
- (f) A form appointing a proxy must be given to the Secretary before the commencement of the General Meeting for which the proxy is appointed.
- (g) A form appointing a proxy sent by post or electronically is of no effect unless it is received by the Church not later than 24 hours before the commencement of the meeting.

## 23. Non-Profit Making

The income and property of the Church however derived shall be applied solely toward the promotion of its objects as set forth in this Constitution and no portion shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise to its Vision Partners, provided that nothing shall prevent the payment in good faith of:

- (a) remuneration to a Vision Partner for services actively rendered to the Church;
- (b) a reasonable and proper sum by way of rent for premises or property let to the Church by a Vision Partner;
- (c) payment of a reasonable and proper sum by way of consideration for goods sold to the Church by a Vision Partner; or
- (d) reimbursement of out of pocket expenses reasonably incurred by a Vision Partner.

## 24. Finance and Auditing

- (a) The SLT will authorise persons to sign cheques for the Church.
- (b) The SLT will appoint an appropriately qualified accountant to audit or review the financial accounts of the Church at least annually and submit a report to the SLT within ninety (90) days of the end of the Church financial year for presentation to the Church at the Annual General Meeting.
- (c) The auditor, by arrangement, shall have access to the books of account at any reasonable time during the year, but shall not retain the Church books of account for a period greater than three (3) weeks at any time.
- (d) The Church financial year shall be determined by the SLT, otherwise shall be the twelve (12) months beginning on the 1st July each year.
- (e) The SLT will appoint a committee called the Finance Ministry Team who must keep accounting records that correctly show the financial transactions and position of the church. The accounting records must be kept in such a way as will enable true and fair accounts to be prepared at any time and that they can be conveniently and properly audited.
- (f) The Finance Ministry Team shall be responsible to take custody of all financial books, documents, records and securities for the church.

## 25. Common Seal

- (a) The SLT shall have power to obtain a common seal for the purposes of the Church and shall have power from time to time, to destroy the said common seal and substitute a new common seal in its place.
- (b) The Chair of the SLT is responsible for the safe custody of the common seal.
- (c) There shall be five (5) trustees appointed annually by the SLT at the first SLT meeting after the Annual General Meeting, who shall be the Trustees of the Common Seal.



- (d) The Common Seal shall not be fixed to any deed, instrument or other document whatsoever except by a resolution of the SLT and, to the extent necessary a resolution of the Church in General Meeting, and the affixing of the Common Seal shall be attested to by the signature of two (2) of the Trustees of the Common Seal.

## **26. Record of Office holders**

The Record of Office Holders shall be kept under the Secretary's control.

## **27. Inspection of Records**

- (a) A Vision Partner may, at any reasonable time, inspect without charge the Constitution, minutes of any general meeting, the Vision Partner Register, the Record of Office Holders and any reports presented at any General Meeting.
- (b) The Vision Partner may, without removing the materials from the place they are held, make a copy or take an extract from a record or document referred to in clause 27(a).

## **28. Constitution, Regulations, By-laws and Standing Orders**

The SLT may make Regulations, By-laws and Standing Orders prescribing all matters that are required or permitted by the Constitution to give effect to the purposes of the Constitution.

## **29. Amendment of the Constitution**

This Constitution may be amended or altered by Special Resolution at any General Meeting and otherwise by complying with Part 3 Division 2 of the Act.

## **30. Dissolution**

- (a) The incorporation of the Church may be cancelled by Special Resolution at any General Meeting.
- (b) If, on the cancellation of the Church, any surplus property of the Church remains after satisfaction of the debts and liabilities of the Church and the costs, charges and expenses of the winding up, that property shall be distributed to a church or churches affiliated with Churches of Christ WA Inc. that are eligible to receive surplus property under section 24(1) of the Act and have objects similar to the Church.
- (c) The decision of the SLT with regard to the distribution plan shall be final and binding on the Church.

## **31. Savings and Transitional**

Every Member, Active Member, General Member, SLT Member, Minister, Staff Minister, Shepherding Elder and any other Office Bearer that immediately before the adoption of this Constitution, was described as such a person or held such an Office shall be deemed to be described as such a person and hold such an office under this Constitution, subject to any express variation in rights, duties, obligations or any other matter so prescribed, at the commencement of this Constitution.