

***Churches of Blacktown in Schools Inc  
(COBIS)***

**Constitution**

As adopted 29 August, 2000

With amendments accepted on 20 September, 2001  
and 30 November 2017

*Compliance Clause*

*The rules of "Church of Blacktown in Schools Incorporated" herein are in accordance with Section 11 and provide for those matters specified in Schedule 1 of the Association Incorporating Act, 1984.*

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*Name*

1. The name of the Association is “Churches Of Blacktown In Schools Inc.” (COBIS)

*Statement of Objects*

2. The objects of the Association are to promote, promulgate, teach and practise the precepts and doctrine of the gospel of Jesus Christ, seeking to lead young people, men and women to a full understanding and experience of the Christian faith by facilitating and supporting the provision of Christian education in government educational institutions within the Blacktown area and other areas approved by the Association by:
  - a. providing Special Religious Education in educational institutions
  - b. pastoral care and student welfare
  - c. facilitating lunch-time programs such as ISCF and various seminars, camps, running sports activities, Personal Development lessons, after school or before school meetings and specific programs that assist children and teenagers grow and learn
  - d. supporting staff and school activities or excursions
  - e. networking with Blacktown churches and other groups in the community

*Statement of Faith*

3. The Statement of Faith is as follows:
  - a. We believe in the Divine inspiration, the infallibility and supreme authority of the Old and New Testaments in their entirety and that the Holy Spirit so moved the writers that what they wrote are authoritative statements of truth.
  - b. We believe there is one God in whom there are three equal Divine Persons revealed as the Father, the Son and the Holy Spirit and who of His own sovereign Will created the heavens, the earth and all that is contained within the Universe.
  - c. We believe all humanity are in a fallen, sinful and lost condition through the rebellion of Adam and Eve, who were created without sin, and in this

state of depravity are helpless to save themselves and are under the condemnation of God.

- d. We believe Christ died for our sins, was buried and on the third day rose from the dead; that He appeared to people who touched Him and knew His bodily presence and that He ascended to His Father.
- e. We believe the Lord Jesus Christ is the eternally existing only begotten Son of the Father conceived by the Holy Spirit and born of the Virgin Mary. As God, He became flesh and dwelt among us; as man, He was God.
- f. We believe that by God's love and mercy salvation from the penalty and consequences of sin is found only through the substitutionary atoning death and resurrection of the Lord Jesus Christ.
- g. We believe it is the Holy Spirit alone who convicts humanity of sin, leads them to repentance, creates faith within them and regenerates and fills those who believe on the Lord Jesus Christ as Lord. It is the indwelling Spirit who bestows the Gifts of the Spirit and manifests the fruit of the Spirit in the believer.
- h. We believe the Lord Jesus Christ will return in person with His saints and that the full consummation of the Kingdom of God awaits His return.
- i. We believe the Church is the Body of Christ composed of all believers in the Lord Jesus Christ, which finds its visible manifestation in the local community of believers and ministers through the cooperative exercise of God-given gifts by the entire membership.

### *Definitions*

4. In this Constitution, the following words and expressions have the meanings indicated unless the context requires otherwise:

"Auditor" means the Association's auditor.

"Committee" means the Association's Committee of management assembled at a meeting of that Committee in accordance with this Constitution.

"Supporting Church" means a Church making such financial and/or other contributions to the Association as determined by the Committee of the Association.

"Association" means Churches Of Blacktown In Schools Inc.

"Constitution" means the Constitution of the Association as amended from time to time and includes the Statement of Objects in clause 2.

"Member of the Supporting Church" means a person who is a member of the particular Supporting Church in accordance with the rules governing membership of that Church.

"Members" means the natural persons shown as members on the Association's register of members.

"Notice" includes all written communications to members.

"Office" means the Association's registered office: 8-10 Freeman St, Lalor Park, NSW, 2147.

"Register" means the Association's register of members.

"Registered address" means the last known address of a member as noted in the Register.

"Seal" means the Association's Common Seal.

"Secretary" means any person appointed by the Committee to perform the duties of a secretary of the Association and includes an Honorary Secretary.

### ***Interpretation***

5. a. Words importing the singular number include the plural and the converse applies.
- b. Words importing persons include corporations, companies, associations and institutions.
- c. A reference to the Associations Incorporations Act is a reference to the *Associations Incorporations Act 1984* or any regulations made in accordance with that Act as modified or amended from time to time.
- d. Unless the context otherwise requires, headings are for ease of reference only and do not affect the construction of this Constitution.

### ***Application of Associations Incorporations Act***

6. Unless the contrary intention appears in this Constitution:

- a. an expression in this Constitution has the same meaning as in that part of the Associations Incorporations Act which deals with the same matter as this Constitution;
- b. an expression which is given a general meaning by the Associations Incorporations Act has the same meaning in this Constitution; and
- c. the model rules set out in the Associations Incorporations Act do not apply.

### *Liability*

- 7. The liability of the members is limited. Every member of the Association undertakes to contribute such amount as may be required not exceeding \$10.00 to the assets of the Association if the Association is wound up during the time they are a member or within one year afterwards for:
  - a. payment of the debts and liabilities of the Association contracted before the time they ceased to be member;
  - b. the costs, charges and expenses of winding up the Association.

### *Income and Property*

- 8. The Association's income and property is to be applied solely towards the promotion of the Association's objects as set out in this Constitution. No part of the Association's income and property may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the members of the Association. However, this clause does not prevent:
  - a. the payment in good faith of remuneration to any employee of the Association or to any member or other person in return for any services actually rendered to the Association;
  - b. the payment to a member of the Committee of out-of-pocket expenses incurred in carrying out the duties of a member of the Committee where the payments do not exceed an amount approved by the Committee;
  - c. the payment to a member of the Committee for any service rendered to the Association in a professional or technical capacity where:
    - i. the provision of that service has the prior approval of the Committee; and

- ii. the amount payable is approved by a resolution of the Committee and is on reasonable commercial terms;
- d. the payment to a member of the Committee as an employee of the Association where the terms of employment have been approved by a resolution of the Committee;
- e. the payment to members of interest on any money borrowed from such members for the purpose of the Association at a rate not exceeding the lowest rate paid for the time being by the Association's principal bank in New South Wales in respect of term deposits of \$50,000.00 for six months;
- f. the payment to members of reasonable market rent for premises leased by any member to the Association.

### *Winding Up*

- 9. a. If, on the Association's winding up or dissolution, there remains after satisfaction of all its liabilities any property, such property must not be distributed among the members but must be given to some other similar institution or institutions, provided such other institution or institutions:
  - i. have objects similar to the Association's objects but without restriction to any particular area;
  - ii. prohibit the distribution of income and property among its or their members to an extent at least as great as is imposed on the Association under clause 8;
  - iii. are exempt from income tax under Australian Law.
  - iiii. all money held in the Public Fund are to be distributed to a gift deductible fund, authority or institution.
- b. Such institution or institutions are to be determined by the members at or before the time of dissolution and, in default, by the Chief Judge in Equity of the Supreme Court of New South Wales or such other Judge of that Court or any other Court as may have or acquire jurisdiction in the matter.
- c. If effect cannot be given to this provision, then such property must be given to some charitable object which prohibits the payment of any income or property to its members.



*Membership*

10. A member of the Association is a natural person who:
  - a. becomes a member on registration of the Association; and
  - b. is nominated by a Supporting Church, being one of up to two nominees from each Supporting Church, and signs and returns to the Secretary a form approved by the Committee in which the person:
    - i. consents in writing to being a member; and
    - ii. sign a commitment to the Association's Objects and to the Statement of Faith.
11. As soon as practicable after a person becomes a member, the Secretary must enter the member's name and details in the Register.

*Cessation of Membership*

12. Membership ceases on death.
13. Any member may by notice to the Secretary resign as a member with immediate effect or with effect from a particular date subsequent to, but not being later than six months from, the date of that notice.
14. Any member ceases to be a member on the receipt by the Secretary of a notice from the member's Supporting Church revoking that nomination.
15. The Committee may by resolution of at least three-quarters of its members expel a member of the Association from the Association if the member:
  - a. willfully refuses or neglects to comply with the provisions of this Constitution; or
  - b. in the Committee's opinion ceases:
    - i. to have an active interest in the Association; or
    - ii. to be a member of a Supporting Church; or
    - iii. to be committed to the Association's Objects and to the Statement of Faith.
16. Before resolving to expel a member, the Committee must give the member:

- a. at least one week's notice of the Committee meeting at which the resolution for expulsion is to be put and of the intended resolution for expulsion; and
- b. an opportunity of attending the meeting and of giving a verbal or written explanation or defense which the member may desire to offer.

<i>Disputes between Members</i>
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17. The Members, Members of the Supporting Churches and Supporting Churches (for the purposes of this clause referred to as parties) will comply with the following dispute resolution procedure (i.e. where oral communication has failed to resolve the problem):
- a. Where a dispute arises between any of the Members (in their capacity as members of the Association), and or Members of the Supporting Churches and or any of the Supporting Churches in relation to the Association or this Constitution then the nature of the complaint must be set out in writing.
  - b. All parties will make every effort to resolve the dispute by mutual negotiation.
  - c. In the event that the parties are unable to reach a resolution of the dispute, any party may by notice in writing advise the other parties that it seeks to have the dispute resolved by mediation.
  - d. Within twenty-one (21) days, the parties may refer the matter to a mutually agreed Mediator. In the event that no agreement can be reached on an appropriate Mediator, each party shall select a Mediator and those Mediators shall select another Mediator to be the Chairperson of the dispute resolution process and all Mediators shall consider the dispute jointly.
  - e. The Mediator must be a Christian and any suggestions recommendations declarations or decisions must be consistent with Biblical principles.
  - f. The Mediator will have the right to determine procedures and may or may not allow the appearance of lawyers on behalf of the parties and may co-opt expert assistance.
  - g. The Mediator is to be satisfied that all parties have made a determined and genuine effort to resolve the dispute and have co-operated with the Mediator.

- h. Proceedings of the Mediator will be as informal as is consistent with the proper conduct of the matter and shall allow the Mediator to communicate privately with the parties or with their lawyers.
  - i. The parties to the mediation will agree that:
    - i. everything that occurs before the Mediator will be in confidence and in closed session;
    - ii. all discussions will be held without prejudice; and
    - iii. all documents brought into existence specifically for the purpose of the mediation are considered to be privileged.
  - j. It will be the role of the Mediator to act fairly, in good faith and without bias with the purpose of seeking a resolution of the dispute and will treat all matters in confidence.
  - k. Each party will have the opportunity to adequately present their case.
  - l. The Mediator will have regard to the fairness and reasonableness of any matters pertaining to a dispute and the fact that the Association and the Supporting Churches are non-profit Christian entities.
  - m. The Mediator will deal with any matter as expeditiously as possible, but no later than thirty (30) days after referral to the Mediator.
  - n. The parties of the mediation will bear the mediation costs on an equal basis and grant immunity from liability to the Mediator.
  - o. The parties will report back to the Mediator within twenty one (21) days, on actions taken, based on the outcome of the mediation or within such other time as stipulated by the Mediator.
18. The parties agree that the Mediator will act as an expert and not as an arbitrator and the decision of the Mediator shall be final and binding in the absence of manifest error.
19. The parties agree that the dispute resolution procedure above denies a party to this agreement the right to seek relief from any appropriate Court unless one party has changed its Articles of Association in such a way that it has ceased to be a Christian organisation.

*General Meetings*

20. a. The Committee or any three members of the Committee may, at any time, convene a general meeting.
- b. The Committee must convene in every calendar year a general meeting, to be called the annual general meeting, which is to be held at such time as may be determined by the Committee.
- c. The Committee must, on the requisition in writing of at least 25 per cent of the total number of members, convene a special general meeting of the association.
- d. A requisition of members for a special general meeting:
  - i. must state the purpose or purposes of the meeting; and
  - ii. must be signed by the members making the requisition; and
  - iii. must be lodged with the secretary; and
  - iv. may consist of several documents to support the requisition, each signed by one or more of the members making the requisition.
- e. If the committee fails to convene a special general meeting to be held within 1 month after that date on which a requisition of members for the meeting is lodged with the secretary, any one or more of the members who made the requisition may convene a special general meeting to be held not later than 3 months after that date.
- f. A special general meeting convened by a member or members as referred to in clause 18(e) must be convened as nearly as is practicable in the same manner as general meetings are convened by the committee and any member who consequently incurs expense is entitled to be reimbursed by the association for any expense so of members for a special general meeting.

*Notice Of General Meetings*

21. a. At least 21 days' notice must be given to members and the auditor of all general meetings.
- b. A notice convening a general meeting must:
  - i. set out the place, date and time for the meeting (and, if the meeting is to be held in 2 or more places, the technology that is to be used to facilitate this); and

- ii. state the general nature of any special business to be transacted at the meeting.
  - iii. set out the intention to propose a special resolution and state the resolution if a special resolution is to be proposed at the meeting
  - iv. indicate that the member may appoint a proxy which is to be notified in writing to the chairperson of the meeting prior to the commencement of that meeting.
- c. For the purposes of the preceding paragraph, special business means any business to be transacted at a meeting other than an annual general meeting and any business to be transacted at an annual general meeting other than the matters listed in paragraphs a. to c. inclusive of clause 18.
- d. The Committee may postpone or cancel any general meeting whenever it thinks fit, other than a meeting convened under paragraph c. of clause 18.
- e. The Committee must give notice of the postponement or cancellation to all members.
- f. If a member does not receive notice of a general meeting or the adjournment or postponement or cancellation of a general meeting, due to accidental omission, a postal failure or any other reason beyond the committee's control, this does not invalidate the proceedings at or any resolution passed at the general meeting.

### *Annual General Meetings*

22. The business of an annual general meeting is to:
- a. receive and consider the accounts and reports of the Committee and the Auditor required by the Corporations Law;
  - b. elect the members of the Committee to be elected pursuant to this Constitution;
  - c. when relevant, appoint and fix the remuneration of the Auditor; and
  - d. transact any other business which under this Constitution may be transacted at a general meeting.

*Quorum At General Meetings*

23. a. No business may be transacted at a general meeting unless a quorum of members is present, in person or by proxy or representative, when the meeting proceeds to business.
- b. A quorum of members is not fewer than 50% of the members entitled to vote.
- c. If a quorum is not present within 30 minutes after the time appointed for a meeting:
- i. if the meeting was convened on the requisition of members, it is automatically dissolved; or
  - ii. in any other case:
    - (1) it stands adjourned to the same time and place 7 days after the meeting, or to another day, time and place determined by the Committee; and
    - (2) if at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the meeting, a quorum is 25% of the membership. If a quorum cannot be reached, the meeting should stand adjourned to the same time and place 7 days after the meeting, continuing until a quorum of 25% can be reached.

*Chairperson Of General Meetings*

24. The Chairperson, or in the Chairperson's absence, the Deputy Chairperson, presides as Chairperson at every general meeting. If neither of such officers is present within 10 minutes after the time appointed for the meeting, the members present must choose one of their number as Chairperson of the meeting.

*Adjournment Of General Meetings*

25. a. The chairperson of a meeting at which a quorum is present:
- i. in the chairperson's discretion may adjourn a meeting with the meeting's consent; and

- ii. must adjourn a meeting if the meeting directs the chairperson to do so.
- b. An adjourned meeting may take place at a different venue to the initial meeting.
- c. The only business that can be transacted at an adjourned meeting is the unfinished business of the initial meeting.
- d. A resolution passed at a meeting resumed after an adjournment is passed on the day it was passed.
- e. Notice of an adjourned meeting must only be given if a general meeting has been adjourned for one month or more. If notice is required, it must be at least 21 days' notice.
- f. No poll may be demanded on the question of adjournment of a meeting except by the chairperson.

<i>Resolutions and Polls at General Meetings</i>
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- 26. a. Subject to the provisions of the 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.
- b. A resolution put to the vote of a meeting is decided on a show of hands unless a poll is demanded by:
  - i. the chairperson; or
  - ii. any three members who have the right to vote at the meeting and who are present in person or by proxy.
- c. A poll may be demanded:
  - i. before a vote on a show of hands takes place;
  - ii. after a vote on a show of hands takes place but before the declaration of the result of the show of hands; or
  - iii. immediately after the declaration of the result of a show of hands.
- d. Unless a poll is demanded:

- i. a declaration by the chairperson that a resolution has been carried or lost; and
  - ii. 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.
- e. The demand for a poll may be withdrawn.
  - f. A poll must be taken at the time and in the manner that the chairperson directs.
  - g. The result of the poll is the resolution of the meeting at which the poll is demanded.
  - h. A poll demanded on the election of the chairperson or the adjournment of a meeting must be taken immediately.
  - i. After a poll has been demanded at a meeting, the meeting may continue for the transaction of business other than the question on which the poll was demanded.
27. a. A decision of a general meeting may not be invalidated on the ground that a person voting at the meeting was not entitled to do so **unless** it can be determined that person's vote(s) may have swung the vote(s) in one direction or another **and** the challenge to a right to vote at a general meeting is made at the meeting.
- b. The chairperson must determine such challenge and such determination, if made in good faith, is final.

*Chairperson's Casting Vote at General Meetings*

28. In the case of an equality of votes, the chairperson does not have a casting vote.

*Right to Vote at General Meetings*

29. Every member has one vote.



*Proxies*

30. A member may by notice to the Secretary appoint another member as their proxy to attend and vote at general meetings instead of a member and any proxy has the same right as the member to speak at the meeting.
31. The notice must be in a form approved by the Committee.
32. The notice must be signed by the appointor or by their attorney.
33. The notice may specify the manner in which the proxy is to vote in respect of a particular resolution. Where it does so, the proxy must not vote in any other way. A proxy may vote as the proxy thinks fit on any motion or resolution in respect of which no manner of voting is indicated.
34.
  - a. The notice and, if the notice is signed by the appointor's attorney, the authority under which the appointment was signed or a certified copy of the authority must be received by the Association at least 48 hours before the meeting.
  - b. If an Association meeting has been adjourned, a notice and any authority received by the Association at least 48 hours before the resumption of the meeting are effective for the resumed part of the meeting.
35. A vote cast in accordance with the notice appointing a proxy is valid even if before the vote was cast the appointor:
  - a. died;
  - b. became of unsound mind; or
  - c. revoked the proxy or power,unless notice of the death, unsoundness of mind, or revocation was received before the relevant meeting or adjourned meeting at the office, or at such other place within Australia nominated by the Association in the notice convening the meeting.

*Management of the Association*

36. The Association's business is managed by or under the direction of the Committee which may exercise all the Association's powers which are not required by this Constitution or any law to be exercised by the Association in general meeting.

*Composition of the Committee*

37. The Committee comprises no less than five (5) and no more than eight (8) persons elected by the members provided that no more than one member nominated by a particular Supporting Church shall be a member of the Committee at any one time.
38. The first Committee consists of:
- a. David Ernest Edwards; Jerryl Merwyn Cresswell Lowe; Anthony Peter Calman; Alana May McSeveny; Murray Keith Smith.
  - b. Jerryl Merwyn Cresswell Lowe and Murray Keith Smith are to hold office subject to this Constitution until the close of the first annual general meeting when they must retire from office (but are eligible for election to the Committee at that first annual general meeting pursuant to paragraph (a) of clause 33).
  - c. David Ernest Edwards; Anthony Peter Calman and Alana May McSeveny are to hold office subject to this Constitution until the close of the second annual general meeting when they must retire from office (but are eligible for election to the Committee at that second annual general meeting pursuant to paragraph (a) of clause 33;
39. All members of the Committee must declare that they subscribe to, and will live consistently with, the Statement of Faith.

*Elected Committee Members*

40. A person is not eligible for election as a member of the Committee unless the person or some other member has, at least 28 days before the meeting at which the election is to take place, provided to the Secretary a notice (endorsed with the person's consent) proposing the person for appointment as a member of the Committee.
- 41.
- a. Members elected to the committee will serve a term that will consist of the period from one AGM to the next AGM, with a maximum of 4 consecutive terms.
  - b. A person is eligible for election or appointment to the Committee if, despite having served four consecutive terms of office, they are elected or appointed at least six months after the end of their last term.

***Casual Vacancies on the Committee***

42. Any casual vacancy among the members of the Committee elected by the members must be filled by the Committee appointing a person from among the members. A member of the Committee appointed in this way holds office for the remainder of the term of office of the person they are replacing at which time they must retire from office but is eligible for re-election on no more than two further occasions.
43. The Committee may act even if there are vacancies on the Committee.
44. If at any time the number of members of the Committee in office is fewer than four, the Committee may meet and act only:
  - a. to appoint a member of the Committee; or
  - b. to convene a general meeting.

***Defects in Appointment***

45. If it is discovered that:
  - a. there was a defect in the appointment of a person as a member of the Committee or sub-committee; or
  - b. a person appointed to one of the Committee or sub-committee was disqualified;
  - c. immediately upon discovering such a defect in appointment, the committee must instruct the relevant person to stand aside and appoint a replacement from the members of the association.
  - d. If the committee cannot agree on such an appointment, a general meeting must be called to elect such a person.

All acts of the Committee and sub-committee before the discovery was made are as valid as if the person had been duly appointed and was not disqualified, provided there is only one such member of a committee.

***Remuneration of Committee Members***

46. The members of the Committee may be paid all travelling and other expenses properly incurred by them in attending and returning from Committee meetings or any committee meetings or General Meetings or otherwise in connection with the Association's business.

*Chairperson of the Committee*

47. At the first Committee meeting after each annual general meeting, the Committee must elect one of its members as Chairperson. If the Chairperson ceases to be a member of the Committee, that person must immediately vacate the office of Chairperson.
48. Any casual vacancy occurring in the office of Chairperson must be filled by the Committee. The newly elected person holds office for the remainder of the term of office of the former Chairperson but is eligible for re-election.

*Deputy Chairperson*

49. The Committee may elect one of its members as Deputy Chairperson. If the Deputy Chairperson ceases to be a member of the Committee, that person must immediately vacate the office of Deputy Chairperson.
50. Any casual vacancy occurring in the office of Deputy Chairperson may be filled by the Committee. The newly elected person holds office for the remainder of the term of office of the former Deputy Chairperson but is eligible for re-election.

*Secretary*

51. The Committee must appoint a Secretary for such term, at such remuneration (if any) and upon such conditions as it thinks fit. The Secretary need not be a member of the Committee.
52. The Secretary may be removed by the Committee.

*Treasurer*

53. The Committee may appoint a Treasurer for such term, at such remuneration (if any) and upon such conditions as it thinks fit. The Treasurer need not be a member of the Committee.
54. The Treasurer may be removed by the Committee.

*Vacation of Office of Committee Member*

55. The office of a member of the Committee is vacated if they:
  - a. dies; or

- b. resigns by notice to the Association; or
- c. becomes bankrupt or makes any general arrangement or composition with their creditors; or
- d. becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health; or
- e. is absent from meetings of the Committee during a three month period commencing on the date of the first absence without the prior permission of the Committee; or
- f. ceases to be a member of the Association; or
- g. ceases to subscribe without reservation to the Statement of Faith; or
- h. is found guilty of any offence punishable under the criminal or Association law of any country or the law of any country relating to charities or trusts; or
- i. is found by a 75% majority of the Committee to have made statements or conducted himself in such a way as to discredit or bring into disrepute either himself, the Association, or any member of the Association,; or
- j. otherwise ceases to be, or becomes prohibited from being, a member of the Committee by virtue of the Act.

<i>Confidentiality Obligations</i>
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56. Every member of the Committee or sub-committee and other agent or officer of the Association must keep secret all aspects of all transactions of the Association, except:
- a. to the extent necessary to enable the person to perform their duties to the Association;
  - b. as required by law;
  - c. when requested to disclose information by the Committee to the Auditor or a general meeting of the Association;
  - d. as otherwise permitted by the Committee.

*Proceedings of the Committee*

57. The Committee may meet together for the dispatch of business, adjourn or otherwise regulate its meetings and proceedings as it thinks fit.
58. a. A Committee meeting may be held by the members of the Committee communicating with each other by any technological means by which they are able simultaneously to hear each other and to participate in discussion.
- b. The members of the Committee need not all be physically present in the same place for a Committee meeting to be held.
- c. A member of the Committee who participates in a meeting held in accordance with this clause is deemed to be present and entitled to vote at the meeting.

*Committee Quorum*

59. The quorum necessary for the transaction of the business of the Committee is four.

*Chairperson of Committee Meetings*

60. The Chairperson or, in his or her absence, the Deputy Chairperson must take the chair at all Committee meetings. If at any meeting neither of such officers is present within 10 minutes after the time appointed for holding the meeting, the members of the Committee present must choose one of their number to be chairperson of the meeting.

*Voting at Committee Meetings*

61. Questions arising at a Committee meeting are decided by a majority of the votes of the members of the Committee present and voting. In case of an equality of votes, the Chairperson of the meeting does not have a casting vote in addition to his or her deliberative vote.

*Convening of Special Committee Meetings*

62. Upon the written requisition of any two members of the Committee, the Chairperson, or Deputy Chairperson, or in their absence the Secretary, must convene a special meeting of Committee to be held within 14 days after the

receipt of the requisition. The requisition must set out the purposes for which the meeting is required.

*Committee Resolutions without Meetings*

63. a. If all the members of the Committee who are eligible to vote on a resolution have signed a document containing a statement that they are in favour of a resolution in terms set out in the document, then a resolution in those terms is deemed to have been passed at a Committee meeting held on the day on which the document was last signed by a member of the Committee.
- b. For the purposes of paragraph a., two or more identical documents, each of which is signed by one or more members of the Committee, together constitute one document signed by those members on the days on which they signed the separate documents.
- c. Any document referred to in this clause may be in the form of electronic mail, a telex or facsimile transmission.
- d. The minutes of Committee meetings must record that a meeting was held in accordance with this clause.

*Material Personal Interests*

64. a. Unless permitted by the Act, a member of the Committee who has a material personal interest in a matter that is to be considered at a Committee meeting:
- i. must not vote on the matter or be present while the matter is being considered at the meeting; and
- ii. must not be counted in a quorum in relation to that matter.
- b. Paragraph a. does not apply to an interest that the member of the Committee has as a member of the Association in common with the other members of the Association.
- c. The quorum for consideration at a Committee meeting of a matter in which one or more members of the Committee have a material personal interest is three members of the Committee who are entitled to vote on any motion that may be moved at the meeting in relation to that matter.
- d. Each member of the Committee must disclose to the Association any material contract in which they are interested, and must provide the

Association with the names of the parties to the contract, particulars of the contract, and their interest in the contract.

- e. A member of the Committee's failure to make disclosure under this clause does not render void or voidable a contract in which they had an interest.

### *Minutes*

- 65. a. The Committee must cause minutes to be made of:
  - i. the names of the members of the Committee present at all general meetings, Committee meetings and meetings of sub-committees;
  - ii. all proceedings of general meetings, Committee meetings and meetings of sub-committees;
  - iii. all appointments of officers;
  - iv. all orders made by the Committee and sub-committees; and
  - v. all disclosures of interests made pursuant to clause 63.
- b. Minutes must be signed by the chairperson of the meeting or by the chairperson of the next meeting of the relevant body and if so signed are as between the members conclusive evidence of the matters stated in such minutes.

### *Sub-Committees*

- 66. The Committee may delegate any of its powers to sub-committees consisting of such persons as it thinks fit and may revoke such delegation. Any sub-committee so formed must conform to any rules imposed upon it by the Committee. The meetings and proceedings of any such sub-committee consisting of two or more members are governed by the clauses of this Constitution for regulating the meetings and proceedings of the Committee so far as the same are applicable and are not superseded by any rule made by the Committee under this clause.

### *Staff*

- 67. The Committee is to appoint such staff for such term at such remuneration and upon such conditions as it thinks fit.



68. All staff must declare that they subscribe to, and will live consistently with, the Statement of Faith.

### *Seal*

69. The Committee must provide for the safe custody of the Seal. Subject to clause 69, the Seal must not be used without the authority of the Committee and in the presence of at least one member of the Committee who must sign every document to which the Seal is affixed and every such document must be countersigned by one other member of the Committee or the Secretary or some other person appointed by the Committee.
70. Where as a matter of urgency a document is required to be under the Seal, the Chairperson or Deputy Chairperson may direct the Secretary to affix the Seal to that document and at the first opportunity the Secretary must report to the Committee the action taken.

### *Source and Management of Funds*

71. The funds of the association are to be derived from contributions from Supporting Churches, donations and, subject to any resolution passed by the association in general meeting, such other sources as the committee determines.
72. Subject to any resolution passed by the association in general meeting, the funds of the association are to be used in pursuance of the objects of the association in such manner as the committee.
73. All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by any two members of the committee or employees of the association, being members or employees authorised to do so by the committee, or in such other manner as may be determined by the Committee from time to time.

### *Books and Records*

74. Except as otherwise provided by these rules, the Secretary must keep in his or her custody or under his or her control all records, books and other documents relating to the Association
75. The records, books and other documents of the association must be open to inspection, free of charge, by a member of the association at any reasonable hour.

### *Accounts*

76. a. The Committee must cause the Association to keep accounts of the Association's business and all the Association's bank accounts in accordance with the Act.
- i. the association is to set up and maintain a gift fund for the purposes of money received where receipts were issued as a gift deductible fund;
  - ii. the operation of all bank accounts are to be under the direction of the Committee (see also clause 8), based upon a two signature method of operation;
  - iii. receipts are to be issued in the name of COBIS Inc;
  - iv. all churches, organisations and the general public are invited to give donations towards the work of COBIS Inc.;
- a. The Committee must cause the accounts of the Association to be:
- i. audited; and
  - ii. laid before the annual general meeting of the Association in accordance with the Act.
76. A copy of the accounts must be sent to all persons entitled to be sent notices of general meetings together with the notice of the annual general meeting, as required by the Act.
77. The accounts when audited and approved by a general meeting are conclusive except as regards any material error discovered in them within 6 months next after their approval. Whenever any material error is discovered within that period, the accounts must immediately be corrected and then they are conclusive.

### *Notices*

78. Notices must be in writing.
79. A notice may be served by the Association on a member by any of the following methods:
- a. by serving it personally on the member;
  - b. by leaving it at the registered address;

- c. by sending it by post in a prepaid letter, envelope or wrapper addressed to the member at the registered address;
  - d. by sending it by facsimile transmission to a facsimile number nominated by the member for the purpose of serving notices on the member; or
  - e. by sending it by electronic mail to an electronic mail address nominated by the member for the purpose of serving notices on the member.
80. Each member whose registered address is not in Australia may notify the Association of an address in Australia which is deemed to be that member's registered address for the purpose of serving notice.
81. Any notice sent by post, air-mail or air courier is deemed to have been served on the day following that on which the letter, envelope or wrapper containing the notice is posted or delivered to the air courier. In proving service, it is sufficient to prove that the letter, envelope or wrapper containing the notice was properly addressed and put into the post office or other public postal receptacle or delivered to the air courier. A certificate in writing signed by any officer of the Association that the letter, envelope or wrapper containing the notice was so addressed and posted is conclusive.
82. Any notice sent by facsimile transmission or electronic mail is deemed to have been served on receipt by the Association of a transmission report by the machine from which the facsimile or electronic transmission was sent which indicates that the facsimile or electronic mail was sent in its entirety to the facsimile number or electronic mail address of the addressee.
83. Any notice sent by post to or left at the registered address is deemed to have been properly served even if the member is then dead or bankrupt and whether or not the Association has notice of the death or bankruptcy.
84. The signature to any notice given by the Association may be written or printed or a facsimile of the signature may be affixed by mechanical or other means.
85. Where a period of notice is required to be given, the day on which the notice is served and the day of doing the act or other thing is not included in the number of days or other period.

<i>Indemnity</i>
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86. To the extent permitted by law, the Association indemnifies every officer of the Association against any liability incurred by that person:
- a. in their capacity as officer of the Association; and

- b. to a person other than the Association or a related body corporate of the Association

unless the liability arises out of conduct on the part of the officer which involves a lack of good faith.

- 87. The Association indemnifies every officer of the Association against any liability for costs and expenses incurred by the person in their capacity as officer of the Association:
  - a. in defending any proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted; or
  - b. in connection with an application, in relation to such proceedings, in which the Court grants relief to the person under the Act.
- 88. The Association may pay a premium in respect of a contract insuring a person who is or has been an officer of the Association against a liability incurred by the person as an officer of the Association except in circumstances prohibited by the Act.

### *Alteration of Constitution*

- 89. No addition, alteration or omission may be made to or from this Constitution except by special resolution of the members of the Association.
  - a. If there is any change to the Constitution, the relevant government bodies including the Australian Tax Office are to be notified.