



WAGGA
WAGGA BAPTIST
FACILITIES INC.

D2 MWBF INC. CONSTITUTION

CONSTITUTION

WAGGA WAGGA BAPTIST FACILITIES INC.

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Part 1 Preliminary

1. Name:

Wagga Wagga Baptist Facilities Inc. (WWBFInc.)

2. Purpose & Objectives

WWBFInc. exists to provide a legal entity for trustee ownership of the property and assets of Wagga Wagga Baptist Church (WWBC) and to provide a legal governance structure for that church and associated organisations as agreed to from time to time

As such, this document needs to be read in conjunction with the WWBC Constitution, Operations Manual and PP&P Manual and recognised that WWBFInc. exists to serve WWBC and is ultimately responsible to the membership of WWBC and to take direction from the Church meeting.

Part 2 Membership

3. Membership

The Elders and Deacons of WWBC shall constitute the membership of WWBFInc.

Membership in WWBFInc. shall cease at the end of the first meeting of WWBFInc following end of each individual officer's term of office, or if a person steps down from his/her role in WWBFInc.

4. Membership entitlements not transferable

Any right, privilege or obligation which a person has by reason of being a member of the WWBFInc.:

- (a) is not capable of being transferred or transmitted to another person, and
- (b) terminates on cessation of the person's membership.

5. Register of members

- a) The secretary must establish and maintain a register of members of the WWBFInc. (In electronic and hard copy form) specifying the name, postal, residential and email address of each person who is a member of WWBFInc. together with the date on which the person became a member.
- b) The register of members must be kept in the WWBC office 154 Tarcutta Street Wagga Wagga.

- c) The register of members must be open for inspection, free of charge, by any member of WWBFInc. or WWBC at any reasonable hour.
- d) A member of the WWBFInc. and WWBC may obtain a copy of any part of the register on payment of a fee of not more than \$1 for each page copied.
- e) If a member requests that any information contained on the register about him or her (other than the member's name) not be available for inspection that information must not be made available for inspection.
- f) Information about a person obtained from the register shall not be used for any purpose other than to contact them about WWBFInc. business, or any other purpose necessary to comply with a requirement of the Act or the Regulation.

6. Members' liabilities

The liability of a member of WWBFInc. to contribute towards the payment of the debts and liabilities of the WWBFInc. or the costs, charges and expenses of the winding up of the WWBFInc. is limited to the amount of one hundred dollars.

7. Resolution of disputes

- a. Disputes between members in their capacity as members of the WWBFInc. shall be resolved by the application of biblical principles.
- b. If a resolution is not achieved within the church process the Baptist Association of NSW & ACT shall be asked to provide a mediator.
- c. Any dispute which cannot be resolved otherwise is to be referred to a Community Justice Centre for mediation under the *Community Justice Centres Act 1983*.
- d. Disputes that remain unresolved after these processes are exhausted may be referred to arbitration.
- e. The *Commercial Arbitration Act 2010* applies to a dispute referred to arbitration.

8. Disciplining of members

- (1) A complaint may be made to WWBFInc. by any person that a member of WWBFInc.:
 - a) has acted in a manner which isn't consistent with Biblical principles.
 - b) has refused or neglected to comply with a provision or provisions of this constitution, or
 - c) has wilfully acted in a manner prejudicial to the interests of WWBFInc..

- (2) WWBFInc. may refuse to deal with a complaint if it considers the complaint to be trivial or vexatious in nature.
- (3) If WWBFInc. decides to deal with the complaint, WWBFInc. must:
- a) cause notice of the complaint to be served on the member concerned, and
 - b) give the member at least 14 days from the time the notice is served within which to make submissions to WWBFInc. in connection with the complaint, and
 - c) take into consideration any submissions made by the member in connection with the complaint.
 - d) act in accordance with Biblical principles.
- (4) WWBFInc. may, by resolution, expel the member from WWBFInc. and his/her role as an officer in WWBC, or suspend the member from membership of the WWBFInc. and his/her role as an officer in WWBC, if, after considering the complaint and any submissions made in connection with the complaint, it is satisfied that the facts alleged in the complaint have been proved and the expulsion or suspension is warranted in the circumstances.
- (5) If WWBFInc. expels or suspends a member, the secretary must, within 7 days after the action is taken, cause written notice to be given to the member of the action taken, of the reasons given by WWBFInc. for having taken that action and of the member's right of appeal under clause 12.
- (6) The expulsion or suspension does not take effect:
- (a) until the expiration of the period within which the member is entitled to appeal against the resolution concerned, or
 - (b) if within that period the member exercises the right of appeal, unless and until WWBFInc. confirms the resolution under clause 12,
- whichever is the later.

9. Right of appeal of disciplined member

- (1) A member may appeal to WWBFInc. against a disciplinary resolution of WWBFInc. under clause 11, within 7 days after notice of the resolution is served on the member, by lodging with the secretary a notice to that effect.
- (2) The notice may, but need not, be accompanied by a statement of the grounds on which the member intends to rely for the purposes of the appeal.

- (3) On receipt of a notice from a member under subclause (1), the secretary must notify WWBFInc. and convene a meeting to be held within 28 days after the date on which the secretary received the notice.
- (4) At a meeting of WWBFInc. convened under subclause (3):
 - a. no business other than the question of the appeal is to be transacted, and
 - b. WWBFInc. and the member must be given the opportunity to state their respective cases orally or in writing, or both, and
 - c. the members present are to vote by secret ballot on the question of whether the resolution should be confirmed or revoked.
- (5) The appeal is to be determined by a simple majority of votes cast by members of WWBFInc.

Part 4 WWBFInc.

10. Powers of WWBFInc.

Subject to the Act and Regulations, this constitution and any resolution passed by WWBFInc. WWBFInc.:

- (a) is to control and manage the affairs of the WWBFInc., and
- (b) Is to act as trustee for the property & assets of WWBC
- (c) Act as the ultimate governance body for WWBC
- (d) has power to perform all the acts and do all things that appear to WWBFInc. to be necessary or desirable for the proper management of the affairs of the WWBFInc..
- (e) May delegate “day to day” activities to WWBC’s Eldership and/or Diaconate

11. Management of WWBFInc.

WWBFInc. shall operate without a committee of management with all members being involved in all decision making.

- (3) The office-bearers of the WWBFInc. are as follows:
 - (a) the Chairperson (elected by the membership of WWBFInc.)
 - (c) the Treasurer, (elected by WWBC)

(d) the Secretary, (elected by WWBC)

(5) There is no maximum number of consecutive terms for which a committee member may hold office.

(6) Each member of WWBFInc. is, subject to this constitution, to hold office until immediately after the first meeting of WWBFInc. following WWBC's AGM (i.e. at that meeting both retiring and new members will be present and authorised to vote).

12. Secretary

It is the duty of the secretary to:

1. Keep, or ensure they are appropriately kept, all WWBFInc. records..
2. Give notice of meetings.
3. Keep minutes (both electronic & hard copy) at all WWBFInc. meetings. These minutes must include:
 - (a) all appointments of office-bearers and members of WWBFInc., and
 - (b) the names of members of those present at all meetings, and
 - (c) all decisions made at meetings.

Minutes of meetings must be accepted at the following meeting and signed by the chairperson from that meeting.

13. Treasurer

It is the duty of the treasurer of WWBFInc. to ensure:

- (a) that all money due to the WWBFInc. is collected and received and that all payments authorised by the WWBFInc. (or the Diaconate on its behalf) are made, and
- (b) that correct books and accounts are kept showing the financial affairs of the WWBFInc., including full details of all receipts and expenditure connected with the activities of the WWBFInc..
- (c) ensure that all WWBC controls & policies applying to financial matters are adhered to.
- (d) provide regular reports to the diaconate and congregational meetings of WWBC

14. Cessation of Membership

A person shall cease to be a member of WWBFInc if he/she:

- a) ceases to be a member of WWBC
- b) ceases to hold a position as Elder or Deacon in WWBC (subject to the conditions of clause 3).
- c) is convicted of an offence involving fraud or dishonesty for which the maximum penalty on conviction is imprisonment for not less than 3 months, or
- d) is prohibited from being a director of a company under Part 2D.6 (Disqualification from managing corporations) of the *Corporations Act 2001* of the Commonwealth.

15. WWBFInc. Meetings and quorum

- (1) WWBFInc. must meet at least 3 times in each period of 12 months at the place and time that WWBFInc. may determine.
- (2) Additional meetings of WWBFInc. may be convened by the Chairperson, Secretary, or by any four members of WWBFInc..
- (3) Oral or written notice of a meeting of WWBFInc. must be given by the secretary to each member of WWBFInc. at least one week (or any other period that may be unanimously agreed on by the members of WWBFInc.) before the time appointed for the holding of the meeting.
- (4) Notice of a meeting given under subclause (3) must specify the general nature of the business to be transacted at the meeting and no business other than that business is to be transacted at the meeting, except business which WWBFInc. members present at the meeting unanimously agree to treat as urgent business.
- (5) Any eight (8) members of WWBFInc. constitute a quorum for the transaction of the business of a meeting WWBFInc.
- (6) No business is to be transacted by a meeting of WWBFInc. unless a quorum is present and if, within half an hour of the time appointed for the meeting, a quorum is not present, the meeting is to stand adjourned to the same place and at the same hour of the same day in the following week, or some other mutually agreed time
- (7) At a meeting of WWBFInc:
 - (a) the Chairperson is to preside, or
 - (b) if the Chairperson is absent, or unwilling to act, the meeting shall elect its own chairperson.

16. Remote participation in WWBFInc. meetings

- (1) A member may take part in discussions and vote on a particular matter remotely at a meeting, other than the AGM, by phone or video link, however the majority of participants must be physically present at the meeting venue.
- (2) In cases of urgent, but not disputed issues, decisions may be made or approval given by means of an email circular resolution. In this case, the details of the issue & suggested outcome need to be circulated allowing each member to contribute to the discussion and suggested outcome using “reply all”. Once all inputs are received, the recommended resolution is to be circulated for members to vote on. Decisions must be unanimous with at least 60% of membership participating in the process.

17. Delegation by WWBFInc. to WWBC’s Eldership & Diaconate

- (1) WWBFInc. may by resolution (conveyed in writing), delegate to WWBC’s Eldership and/or Diaconate the exercise of any of the functions of WWBFInc. that are specified in the instrument, other than:
 - (a) this power of delegation, and
 - (b) a function which is a duty imposed on WWBFInc. by the Act or by any other law.
- (2) A function the exercise of which has been delegated to the Eldership and/or Diaconate under this clause may, while the delegation remains unrevoked, be exercised from time to time by the Eldership or Diaconate (as is appropriate) in accordance with the terms of the delegation.
- (3) A delegation under this clause may be made subject to any conditions or limitations as to the exercise of any function, or as to time or circumstances that may be specified in the instrument of delegation.
- (4) Despite any delegation under this clause, WWBFInc. may continue to exercise any function delegated.
- (5) Any act or thing done or suffered by the Eldership and Diaconate acting in the exercise of a delegation under this clause has the same force and effect as it would have if it had been done or suffered by WWBFInc..

- (6) WWBFInc. may, by resolution (conveyed in writing), revoke wholly or in part any delegation under this clause.
- (7) WWBC's Eldership & Diaconate may meet and adjourn as they think proper.

18. Voting and decisions

1. Questions arising at a meeting of WWBFInc. or WWBC's Eldership, or Diaconate where WWBFInc business is being addressed are to be determined by a majority of the votes of members of WWBFInc. (Eldership or Diaconate) present at the meeting.
2. Each member present at a meeting of WWBFInc. or of WWBC's Eldership or Diaconate dealing with WWBFInc. business. (Including the person chairing the meeting) is entitled to one vote but, in the event of an equality of votes on any question, the person presiding may exercise a second or casting vote.
3. Proxy votes are not permitted.
4. Remote involvement and voting is allowed subject to clause 16.
5. Subject to clause 20 (5), WWBFInc. may act despite any vacancy on WWBFInc..
6. Any act or thing done or suffered, or purporting to have been done or suffered, by WWBFInc. or WWBC's Eldership or Diaconate dealing with WWBFInc. business, is valid and effectual despite any defect that may afterwards be discovered in the appointment or qualification of any member of WWBFInc. or WWBC's Eldership or Diaconate.

Part 5 Meetings

19. Annual general meetings - holding of

((2) WWBFInc. must hold its annual general meetings:

- (a) Within one month of the WWBC AGM.
- (b) within 6 months after the close of the WWBFInc.'s financial year, or
- (c) within any later time that may be allowed or prescribed under section 37 (2) (b) of the Act.

20. Annual general meetings - calling of and business at

- (1) The annual general meeting of WWBFInc. is, subject to the Act and to clause 25, to be convened on the date and at the place and time that WWBFInc. thinks fit, but normally immediately following WWBC's AGM,
- (2) In addition to any other business which may be transacted at an annual general meeting, the business of an annual general meeting is to include the following:
 - (a) to confirm the minutes of the last preceding annual general meeting and of any special general meeting held since that meeting,
 - (b) to receive from WWBFInc. reports on the activities of the WWBFInc. during the last preceding financial year,
 - (c) to elect the Chairperson of the WWBFInc.
 - (d) to receive and consider any financial statement or report required to be submitted to members under the Act.
 - (e) Renew or issue new delegations to WWBC's Eldership & Diaconate.
- (3) An annual general meeting must be specified as that type of meeting in the notice convening it.

21. Ordinary & Special meetings - calling of

- (1) WWBFInc. may, whenever it thinks fit, convene a meeting.
- (2) WWBFInc. must, on the requisition of at least 4 members, convene a special meeting of WWBFInc..
- (3) A requisition of members for a special meeting:
 - (a) must be in writing, and
 - (b) must state the purpose or purposes of the meeting, and
 - (c) must be signed by the members making the requisition, and
 - (d) must be lodged with the secretary, and
 - (e) may consist of several documents in a similar form, each signed by one or more of the members making the requisition.
- (4) If WWBFInc. fails to convene a special meeting to be held within 1 month after the 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 meeting to be held not later than 3 months after that date.

- (5) A special meeting convened by a member or members as referred to in subclause (4) must be convened as nearly as is practicable in the same manner as general meetings are convened by WWBFInc..
- (6) For the purposes of subclause (3):
 - (a) a requisition may be in electronic form, and
 - (b) a signature may be transmitted, and a requisition may be lodged, by electronic means.

22. Business to be transacted at a Meeting

1. The notice of meeting must specify at least the general nature of the business to be transacted at the meeting and should include any available background papers or proposals that are to be presented at the meeting.
2. No business other than that specified in the notice convening a meeting is to be transacted at the meeting except,
 - a. In the case of urgent business by agreement of all present.
 - b. in the case of an annual general meeting, business which may be transacted under clause 26 .
3. (4) A member desiring to bring any business before a general meeting may give notice in writing of that business to the secretary who must include that business in the next notice calling a general meeting given after receipt of the notice from the member.

23. Presiding member

- (1) The Chairperson is to preside as chairperson at each general meeting of the WWBFInc.
- (2) If the Chairperson is absent or unwilling to act the members present must elect one of their number to preside as chairperson at the meeting.

24. Making of decisions

- (1) No item of business is to be transacted at a meeting unless a quorum of members entitled under this constitution to vote is present during the time the meeting is considering that item.

- (2) A question arising at a general meeting of the WWBFInc. is to be determined by:
 - a. a show of hands or, if the meeting is one to which clause 37 (using technology allowing remote involvement) applies, any appropriate corresponding method that WWBFInc. may determine, or
 - b. if on the motion of the Chairperson, or if eight or more members present at the meeting decide that the question should be determined by a written ballot—a written ballot.
- (3) If the question is to be determined by a show of hands, a declaration by the Chairperson that a resolution has, been carried or carried unanimously or carried by a particular majority or lost, or an entry to that effect in the minute book of the WWBFInc., is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
- (4) Subclause (2) applies to a method determined by WWBFInc. under subclause (1) (a) in the same way as it applies to a show of hands.
- (5) If the question is to be determined by a written ballot, the ballot is to be conducted in accordance with the directions of the Chairperson.
- (6) If the nature of the business requires a special resolution of WWBFInc. (defined by the enabling legislation), the secretary must have, at least fourteen days before the meeting, given notice advising that the matter needs to be dealt with as a special resolution.

25. Special resolutions

A special resolution may only be passed by the WWBFInc. in accordance with section 39 of the Act.

Part 5 Miscellaneous

26. Insurance

WWBFInc. may effect and maintain insurance.

27. Funds - source

- (1) The funds of the WWBFInc. are to be derived from church collections, gifts, donations and other income associated with the operation of the church and, subject to any resolution passed by the WWBFInc., any other sources that WWBFInc. determines.
- (2) All money received by the WWBFInc. must be deposited as soon as practicable and without deduction to the credit of the WWBFInc.'s bank or other authorised deposit-taking institution account.
- (3) The WWBFInc. must, as soon as practicable after receiving any money, issue an appropriate receipt.

28. Funds - management

- (1) Subject to any resolution passed by the WWBFInc. in general meeting, the funds of the WWBFInc. are to be used solely in pursuance of the objects of the WWBFInc. in the manner that WWBFInc. determines.
- (2) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by 2 authorised signatories.

29. WWBFInc. is non-profit

Subject to the Act and the Regulation, the WWBFInc. must apply its funds and assets solely in pursuance of the objects of the WWBFInc. and must not conduct its affairs so as to provide a pecuniary gain for any of its members.

Note. Section 5 of the Act defines **pecuniary gain** for the purpose of this clause.

30. Distribution of property on winding up of WWBFInc.

Subject to the Act and the Regulations, in a winding up of WWBFInc. any surplus property of the WWBFInc. is to be transferred to the Baptist Association of NSW & Act. or another organisation with similar objects and which is not carried on for the profit or gain of its individual members.

In this clause, a reference to the surplus property of WWBFInc. is a reference to that property of the WWBFInc. remaining after satisfaction of the debts and liabilities of the WWBFInc. and the costs, charges and expenses of the winding up of the WWBFInc..

Note. Section 65 of the Act provides for distribution of surplus property on the winding up of WWBFInc.

31. Change of name, objects and constitution

An application for registration of a change in the WWBFInc.'s name, objects or constitution in accordance with section 10 of the Act is to be made by the Public Officer or a committee member.

32. Custody of books etc.

Except as otherwise provided by this constitution, all records, books and other documents relating to the WWBFInc. must be kept in the WWBC office , in the custody of the Secretary, Public Officer, Church Administrator, or other officer as WWBFInc. determines.

33. Inspection of books etc.

The following documents must be open to inspection, free of charge, by a member of WWBFInc. or WWBC at any reasonable hour:

- (a) records, books and other financial documents of the WWBFInc.,
- (b) this constitution,
- (c) minutes of all meetings of WWBFInc..

A member of WWBFInc. or WWBC may obtain a copy of any of the documents referred to in subclause (1) on payment of a fee of not more than \$1 for each page copied.

Despite subclauses (1) and (2), WWBFInc. may refuse to permit a member of the WWBFInc. to inspect or obtain a copy of records of the WWBFInc. that relate to confidential, personal,

employment, commercial or legal matters or where to do so may be prejudicial to the interests of the WWBFInc..

34. Service of notices

- 1) For the purpose of this constitution, a notice may be served on or given to a person:
 - (a) by delivering it to the person personally, or
 - (b) by sending it by pre-paid post to the address of the person, or
 - (c) by sending it by email, or some other form of agreed electronic transmission, to the address specified in the register of
- 2) For the purpose of this constitution, a notice is taken, unless the contrary is proved, to have been given or served:
 - (a) in the case of a notice given or served personally, on the date on which it is received by the addressee, and
 - (b) in the case of a notice sent by pre-paid post, on the date when it would have been delivered in the ordinary course of post, and
 - (c) in the case of a notice sent by email, or other form of electronic transmission, on the day following the date it was sent.

35. Financial year

The financial year of WWBFInc, commences on the 1st July and ends on the following June 30, or such other dates as resolved by WWBFInc at an AGM and agreed by WWBC.