

# CONSTITUTION

## WAGGA WAGGA BAPTIST COMMUNITY OUTREACH Inc.

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## Part 1 Preliminary

### 1. Name:

#### **Wagga Wagga Baptist Community Outreach Inc.**

(WWBCO Inc.)

### 2. Purpose & Objectives

WWBCO Inc. exists on behalf of Wagga Wagga Baptist Church (WWBC) to provide a legal entity to provide benevolent relief to people in poverty or distress and is limited to directly providing relief to people in need. This relief includes assisting people experiencing sickness, disability, destitution, suffering, misfortune or helplessness.

As such, this document needs to be read in conjunction with the WWBC Constitution, Wagga Wagga Baptist Facilities Inc (WWBF Inc). Operations Manual and PP&P Manual and recognised that WWBCO Inc. 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 WWBCO Inc.

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

### 4. Membership entitlements not transferable

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

- (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 WWBCO Inc. (In electronic and hard copy form) specifying the name, postal, residential and email address of each person who is a member of WWBCO Inc. 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 WWBCO Inc. or WWBC at any reasonable hour.
- d) A member of the WWBCO Inc. 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 WWBCO Inc. 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 WWBCO Inc. to contribute towards the payment of the debts and liabilities of the WWBCO Inc. or the costs, charges and expenses of the winding up of the WWBCO Inc. is limited to the amount of one hundred dollars,

## 7. Resolution of disputes

- a. Disputes between members in their capacity as members of the WWBCO Inc. 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 WWBCO Inc. by any person that a member of WWBCO Inc.:

- 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 WWBCO Inc.
- (2) WWBCO Inc. may refuse to deal with a complaint if it considers the complaint to be trivial or vexatious in nature.
- (3) If WWBCO Inc. decides to deal with the complaint, WWBCO Inc. 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 WWBCO Inc. 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) WWBCO Inc. may, by resolution, expel the member from WWBCO Inc. and his/her role as an officer in WWBC, or suspend the member from membership of the WWBCO Inc. 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 WWBCO Inc. 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 WWBCO Inc. 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 WWBCO Inc. confirms the resolution under clause 12,
- whichever is the later.

## 9. Right of appeal of disciplined member

- (1) A member may appeal to WWBCO Inc. against a disciplinary resolution of WWBCO Inc. 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 WWBCO Inc. 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 WWBCO Inc. convened under subclause (3):
  - a. no business other than the question of the appeal is to be transacted, and
  - b. WWBCO Inc. 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 WWBCO Inc.

## Part 4 WWBCO Inc.

### 10. Powers of WWBCO Inc.

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

- (a) is to collect, control and manage DGR funds on behalf of Wagga Wagga Baptist Facilities Inc and Wagga Wagga Baptist Church, and
- (e) May delegate "day to day" activities to WWBC's Eldership and/or Diaconate and/or WWBF Inc.

### 11. Management of WWBCO Inc.

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

- (1) The office-bearers of the WWBCO Inc. are as follows:
  - (a) the Chairperson (elected by the membership of WWBCO Inc.)
  - (b) the Treasurer, (elected by WWBC)
  - (c) the Secretary, (elected by WWBC)
- (2) There is no maximum number of consecutive terms for which a committee member may hold office.
- (3) Each member of WWBCO Inc. is, subject to this constitution, to hold office until immediately after the first meeting of WWBCO Inc. 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 WWBCO Inc. records.
2. Give notice of meetings.
3. Keep minutes (both electronic & hard copy) at all WWBCO Inc. meetings These minutes must include:
  - (a) all appointments of office-bearers and members of WWBCO Inc., 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 WWBCO Inc. to ensure:

- (a) that all money gifted to the WWBCO Inc. is collected, received, and managed strictly in accordance with appropriate regulations & requirements of donors.
- (b) that all payments authorised by the WWBCO Inc. (or the Diaconate on its behalf) are made, and
- (b) that correct books (noting the DGR requirements) and accounts are kept showing the financial affairs of the WWBCO Inc., including full details of all receipts and expenditure connected with the activities of the WWBCO Inc.
- (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 WWBCO Inc 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. WWBCO Inc. Meetings and Quorum

- (1) WWBCO Inc. must meet at least 3 times in each period of 12 months at the place and time that WWBCO Inc. may determine.
- (2) Additional meetings of WWBCO Inc. may be convened by the Chairperson, Secretary, or by any four members of WWBCO Inc.
- (3) Oral, electronic or written notice of a meeting of WWBCO Inc. must be given by the secretary to each member of WWBCO Inc. at least one week (or any other period that may be unanimously agreed on by the members of WWBCO Inc.) 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 WWBCO Inc. members present at the meeting unanimously agree to treat as urgent business.
- (5) Any eight (8) members of WWBCO Inc. constitute a quorum for the transaction of the business of a meeting WWBCO Inc.
- (6) No business is to be transacted by a meeting of WWBCO Inc. 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 WWBCO Inc:
  - (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 WWBCO Inc. 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 WWBCO Inc. to WWBC's Eldership & Diaconate

(1) WWBCO Inc. may by resolution (conveyed in writing), delegate to WWBC's Eldership, Diaconate and/or WWBF Inc, the exercise of any of the functions of WWBCO Inc. that are specified in the instrument, other than:

(a) this power of delegation, and

(b) a function which is a duty imposed on WWBCO Inc. by the Act or by any other law.

(2) A function the exercise of which has been delegated to the Eldership, Diaconate and/or WWBCO Inc. under this clause may, while the delegation remains unrevoked, be exercised from time to time by the Eldership, Diaconate or WWBCO Inc (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, WWBCO Inc. may continue to exercise any function delegated.

(5) Any act or thing done or suffered by the Eldership, Diaconate or WWBCO Inc. 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 WWBCO Inc.

(6) WWBCO Inc. 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 WWBCO Inc. or WWBC's Eldership, or Diaconate where WWBCO Inc business is being addressed are to be determined by a majority of the votes of members of WWBCO Inc. (Eldership or Diaconate) present at the meeting.

2. Each member present at a meeting of WWBCO Inc. WWBF Inc, WWBC's Eldership or Diaconate dealing with WWBCO Inc. 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), WWBCO Inc. may act despite any vacancy on WWBCO Inc. any act or thing done or suffered, or purporting to have been done or suffered, by WWBCO Inc. or WWBC's Eldership or Diaconate dealing with WWBCO Inc. business, is valid and effectual despite any defect that may afterwards be discovered in the appointment or qualification of any member of WWBCO Inc. or WWBC's Eldership or Diaconate.

## Part 5 Meetings

### 19. Annual general meetings - holding of

((2) WWBCO Inc. must hold its annual general meetings:

- (a) Within one month of the WWBC AGM.
- (b) within 6 months after the close of the WWBCO Inc.'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 WWBCO Inc. is, subject to the Act and to clause 25, to be convened on the date and at the place and time that WWBCO Inc. 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 WWBCO Inc. reports on the activities of the WWBCO Inc. during the last preceding financial year,
  - (c) to elect the Chairperson of the WWBCO Inc.
  - (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) WWBCO Inc. may, whenever it thinks fit, convene a meeting.
- (2) WWBCO Inc. must, on the requisition of at least 4 members, convene a special meeting of WWBCO Inc.
- (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 WWBCO Inc. 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 WWBCO Inc.
- (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. 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 WWBCO Inc.
- (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 WWBCO Inc. 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 WWBCO Inc. 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 WWBCO Inc., 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 WWBCO Inc. 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 WWBCO Inc. (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 WWBCO Inc. in accordance with section 39 of the Act.

## Part 5 Miscellaneous

### 26. Insurance

WWBCO Inc. may affect and maintain insurance.

### 27. Funds – source

- (1) The funds of the WWBCO Inc. 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 WWBCO Inc., any other sources that WWBCO Inc. determines.
- (2) All money received by the WWBCO Inc. must be deposited as soon as practicable and without deduction to the credit of the WWBCO Inc.'s bank or other authorised deposit-taking institution account.

(3) The WWBCO Inc. must, as soon as practicable after receiving any money, issue an appropriate receipt.

## 28. Funds - management

(1) Subject to any resolution passed by the WWBCO Inc. in general meeting, the funds of the WWBCO Inc. are to be used solely in pursuance of the objects of the WWBCO Inc. in the manner that WWBCO Inc. determines.

(2) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by 2 authorised signatories.

## 29. WWBCO Inc. is non-profit

Subject to the Act and the Regulation, the WWBCO Inc. must apply its funds and assets solely in pursuance of the objects of the WWBCO Inc. 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 WWBCO Inc.

Subject to the Act and the Regulations, in a winding up of WWBCO Inc. any surplus property of the WWBCO Inc. 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 WWBCO Inc. is a reference to that property of the WWBCO Inc. remaining after satisfaction of the debts and liabilities of the WWBCO Inc. and the costs, charges and expenses of the winding up of the WWBCO Inc.

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

## 31. Change of name, objects and constitution

An application for registration of a change in the WWBCO Inc.'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 WWBCO Inc. must be kept in the WWBC office, in the custody of the Secretary, Public Officer,

Church Administrator, or other officer as WWBCO Inc. determines.

### 33. Inspection of books etc.

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

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

A member of WWBCO Inc. 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), WWBCO Inc. may refuse to permit a member of the WWBCO Inc. to inspect or obtain a copy of records of the WWBCO Inc. that relate to confidential, personal, employment, commercial or legal matters or where to do so may be prejudicial to the interests of the WWBCO Inc.

### 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 WWBCO Inc, commences on the 1<sup>st</sup> July and ends on the following June 30, or such other dates as resolved by WWBCO Inc at an AGM and agreed by WWBC.