

UnitingCare Community

CONSTITUTION

1 INTRODUCTION

- 1.1 The Uniting Church in Australia Queensland Synod has determined that there will be a Service Group called Lifeline Community Care, now called UnitingCare Community (**UCC**) which will be governed and managed in accordance with this constitution.
- 1.2 UnitingCare Community, subject to the Queensland Synod of the Uniting Church in Australia, is the agency responsible for the programs and facilities conducted in the name of UnitingCare Community ("**UCC**") under the oversight of the UnitingCare Qld board.

2 INTERPRETATION

- 2.1 In this constitution:

"Board" means the board of UnitingCare Queensland;

"Chief Executive Officer" means the Chief Executive Officer appointed for UnitingCare Qld;

"Church" means The Uniting Church in Australia;

"Member of the Church" means a baptised Member as defined from time to time in the Constitution and Regulations of the Church;

"Services" means those centres, programs and services operated by UnitingCare Community and those centres, programs and services which are determined from time to time by the UnitingCare Board to be part of the Service;

"Standing Committee" means the Standing Committee of the Queensland Synod of the Church;

"Synod" means the Queensland Synod of the Church or its delegate;

"UnitingCare Queensland Board or UCQ Board" means the Board of UnitingCare Queensland;

"Visitor" means the Moderator of the Church or the Moderator's nominee from time to time.

3 OBJECTS

3.1 The Objects of UnitingCare Community are to advance the mission of the Church by the following means:

- 3.1.1 to discern, to develop, apply and promulgate the mission of the Church in its healing ministry;
- 3.1.2 to coordinate activities of Centres and to give guidance and encouragement to Services in their work;
- 3.1.3 to conduct UnitingCare Community as a ministry of community service and compassion administered in the Name and Spirit of Christ;
- 3.1.4 to provide assistance to Services with information, policies, interpretations, advice and recommendations in all matters which may affect them in the conduct of their business;
- 3.1.5 to educate and train persons engaged in Community Service;
- 3.1.6 to provide facilities, programs and resources essential for high quality care and management of client services;
- 3.1.7 to develop and sustain an integrated community care network with services at primary, secondary and tertiary levels of care characterised by userfriendly, customer-focused and client-oriented services;
- 3.1.8 to ensure that the interests of UnitingCare Community's clients who are most vulnerable by virtue of their dependence on whole of life services, out of home care and substitute family care programs are safeguarded in terms of planning, resource allocation, organisational arrangements, senior executive expertise, fundraising and marketing;
- 3.1.9 to provide pastoral care to clients and families of clients and to staff, in association with visiting clergy of all denominations, as an important element in the caring ministry;
- 3.1.10 to conduct research by all means the Board thinks advisable into all or any matters that may relate to these Objects, whether or not in collaboration with any other authority, and to protect the intellectual property rights of UnitingCare Community;
- 3.1.11 to embrace new technologies to enable more efficient and cost-effective care delivery processes and optimal clinical outcomes;
- 3.1.12 to address the community service needs of disadvantaged individuals and communities through direct service and advocacy for community service justice;
- 3.1.13 to advance community service education in the community;
- 3.1.14 to partner with institutions responsible for the education and training of community service professionals, who will become part of the community service work force to deliver the highest standards of care to the community;
- 3.1.15 to partner with community service professionals and other community service agencies within both the Church and the community in the spirit of collaboration to optimise the well being of the individual and the community;

- 3.1.16 to establish or acquire other bodies or facilities or amalgamate with other bodies (in accordance with clause 16) in furtherance of these Objects;
- 3.1.17 to conduct appeals and fundraising to assist in the furtherance of these Objects;
- 3.1.18 to maintain the financial viability of UnitingCare Community and the other activities carried out by UnitingCare Community;
- 3.1.19 to uphold an ethical framework reflecting the mission of the Church in the administration and conduct of all services;
- 3.1.19A to provide assets held by, or for the beneficial use of, UnitingCare Community for use by of UnitingCare Qld Limited, in the furtherance of the public benevolent purposes of UnitingCare Qld Limited;
- 3.1.20 to engage in all such activities as are necessary, conducive or incidental to the furtherance of these Objects; and
- 3.1.21 to engage in such other objectives as determined by the Church from time to time.

4 GOVERNANCE

The governance of UnitingCare Community for the purpose of achieving the Objects set out in clause 3 is vested in the Board as provided in this Constitution.

5 THE BOARD

5.1 The governing body for UnitingCare Community shall be the board for UnitingCare Queensland. The terms of appointment and composition is provided for in the Bylaws for the Synod of the Church.

6 VISITOR

6.1 The Visitor of UnitingCare Community has the right to visit the Services and attend meetings of the Board and its committees at any time:

- 6.1.1 to examine the affairs of the Board and the manner in which the Services are being conducted;
- 6.1.2 to see that the laws, rules and regulations of the Services, the Church and the Synod are being duly observed and executed; and
- 6.1.3 if the Visitor considers that the interests of the Church so require, to suspend the Board, and appoint persons to carry out the functions of that board until the Standing Committee reinstates or replaces the board.

6.2 The Visitor has authority to interpret the meaning of these rules and any matter relating to UnitingCare Community and the Services on which these rules are silent.

7 MEETINGS

- 7.1 The Board must meet to consider the business of UnitingCare Community on a regular basis at such times as the Board may determine. Reasonable notice of each Board meeting must be given to all members of the Board.
- 7.2 The Board may conduct, regulate and adjourn Board meetings as it thinks fit. The Board is authorised to determine by policy or charter, how it undertakes its governance role in connection with the operations and activities of UnitingCare Community. This will include how it holds its meetings, the use of technology to facilitate its meetings and how it deals with conflicts of interest.

8 POWERS

- 8.1 The Board has all the powers necessary to manage UnitingCare Community within the Objects of UnitingCare Community, and subject to any direction, policy or reservation of the UnitingCare Queensland Board, the terms of this Constitution, the regulations of the Church and the by-laws and decisions of the Synod. The other specific powers in clause 8 do not limit the generality of this power.
- 8.2 The Board may (subject to clause 8.1) conduct appeals for funds and accept donations, gifts and bequests of money and any real or personal property (which will be held on trust for the purposes of UnitingCare Community by the Uniting Church in Australia Property Trust (Q)).
- 8.3 The Board may make, repeal and amend rules or regulations (subject to clause 8.1) from time to time for the internal management, organisation, administration and procedures of UnitingCare Community. They must be consistent with the terms of this Constitution. The UnitingCare Queensland Board may set aside any rules or regulations made by the Board.
- 8.4 The Board must appoint auditors annually.
- 8.5 The Board has the right to enter into agreement with other organisations in terms specified in a particular Management Agreement.

9 DELEGATIONS

- 9.1 The Board may from time to time delegate any of its powers to any person including any committee of the board or the Executive Director, UnitingCare Community.

10 COMMITTEES

- 10.1 The Board may from time to time delegate any of its powers to committees of the board. A committee must include at least one member of the Board, together with any other person or persons the Board co-opts to the committee.
- 10.2 A committee must, in the exercise of the powers delegated to it, conform to any regulations that may be imposed by the Board.
- 10.3 A committee will keep minutes of the meetings for tabling at subsequent meetings of the Board.

11 DIRECTOR OF MISSION

- 11.1 The UCQ Board must appoint a Director of Mission to assist UnitingCare Community in the fulfillment of all its Objects, and in particular the Objects listed in clauses 3.1.1 and 3.1.19 and provide advice to the Board on these matters.
- 11.2 The Director of Mission must be a member of the Church or of a recognised Christian Church, with theological knowledge and experience relative to the mission of the Church.
- 11.3 The Director of Mission reports to the Executive Director, UnitingCare Community.

12 INDEMNITY

- 12.1 Subject to clause 12.2, the Church must indemnify every person who is or has been a member of the Board against any liability incurred by that person in that capacity.
- 12.2 Despite clause 12.1, the Church may not indemnify a person against:
- 12.2.1 any of the following liabilities incurred as a member of the Board:
 - 12.2.1.1 a liability owed to UnitingCare Community or any associated entity;
 - 12.2.1.2 a liability that is owed to someone other than UnitingCare Community or an associated entity that did not arise out of conduct in good faith; or
 - 12.2.2 legal costs incurred in defending an action for a liability incurred as a member or former member of the Board if the costs are incurred:
 - 12.2.2.1 in defending or resisting proceedings in which the person is found to have a liability for which they could not be indemnified under clause 12.2.1;
 - 12.2.2.2 in defending or resisting criminal proceedings in which the person is found guilty;
 - 12.2.2.3 in defending or resisting proceedings brought by the Australian Securities and Investments Commission or a liquidator for a court order if the grounds for making the order are found by the Court to have been established; or
 - 12.2.2.4 in connection with proceedings for relief to the person under the *Corporations Law* in which the Court denies the relief.
- Clause 12.2.2.3 does not apply to costs incurred in responding to actions taken by the Australian Securities and Investment Commission or a liquidator as part of an investigation before commencing proceedings for the court order.
- 12.2.3 For the purposes of clause 12.2.2, the outcome of proceedings is the outcome of the proceedings and any appeal in relation to the proceedings.

13 INSURANCE

13.1 UnitingCare Community or the Church may pay or agree to pay a premium in respect of a contract insuring a person who is or has been a member of the Board of a Local Council against any liability incurred by the person in that capacity except a liability (other than one for legal costs) arising out of:

13.1.1 conduct involving a wilful breach of duty in relation to UnitingCare Community or the Church; or

13.1.2 conduct which would be a contravention of section 182 or 183 of the *Corporations Law* if UnitingCare Community was a corporation under the *Corporations Law*.

14 AMENDMENTS OF THE CONSTITUTION

This Constitution may be amended from time to time by the UnitingCare Queensland board, but notice of the proposed amendment must be given to all members of the UCQ Board not less than seven days before the date of commencement of the meeting at which the amendment is to be considered.

15 FINANCIAL YEAR

The financial year of UnitingCare Community and of its services ends on 30 June in each year.

16 AMALGAMATION

16.1 UnitingCare Community may amalgamate with any one or more other bodies, provided that the other body or bodies must:

16.1.1 have similar Objects;

16.1.2 have rules prohibiting the distribution of its or their assets and income to members;

16.1.3 be approved by the Commissioner of Taxation for the purposes of Division 30 of the *Income Tax Assessment Act 1997*; and

16.1.4 be approved by the Standing Committee.

17 DISTRIBUTION OF SURPLUS ASSETS

17.1 In the event of UnitingCare Community being dissolved, the amount which remains after the dissolution and the satisfaction of all debts and liabilities must be distributed to organisations with like purposes that:

17.1.1 are approved or endorsed by the Commissioner of Taxation for the purposes of Division 30 and Division 50 of the *Income Tax Assessment Act 1997* or its equivalent; and

17.1.2 are approved by the UnitingCare Qld board.

17.2 No portion of the income or property of UnitingCare Community may be paid or transferred directly or indirectly to any member of the board, or of a Local Council, or to any officer or member of the Church.

17.3 Clause 17.2 does not prevent the payment in good faith:

17.3.1 to any officers, servants or contractors of the UnitingCare Community or of a Service in return for any services actually rendered, or for goods supplied in the ordinary and usual course of business; or

17.3.2 to any officers, or servants or contractors of out-of-pocket expenses, money lent, reasonable and proper charges for goods hired by the UnitingCare Community or a Service, or reasonable and proper rent for premises demised or let to the UnitingCare Community or a Service.

18 MAINTAINING GIFT FUND

18.1 UnitingCare Community must maintain for its principal purpose a fund (the “**Gift Fund**”):

18.1.1 to which gifts of money or property for that purpose are to be made; and

18.1.2 to which any money received by UnitingCare Community because of such gifts is to be credited; and

18.1.3 that does not receive any other money or property.

19 LIMITS ON USE OF GIFT FUND

19.1 UnitingCare Community must use the following only for its principal purpose.

19.1.1 gifts made to the Gift Fund; and

19.1.2 any money received because of such gifts.

20 WINDING UP

20.1 At the first occurrence of:

20.1.1 the winding up of the Gift Fund; or

20.1.2 the UnitingCare Community ceasing to be endorsed as a deductible gift recipient under Subdivision 30-BA of the *Income Tax Assessment Act 1997*;

any surplus assets of the Gift Fund must be transferred to a fund, authority or institution:

20.1.3 which is charitable at law;

20.1.4 gifts to which can be deducted under Division 30 of the *Income Tax Assessment Act 1997*; and

20.1.5 is approved by the UnitingCare Qld board.

20.2 Where in respect of a fund, authority or institution Section 30-15 of the *Income Tax Assessment Act 1997* provides that gifts to it are deductible only if, among other things, the conditions set out in the relevant table item in Subdivision 30-B are satisfied, a transfer under this clause to that fund, authority or institution must be made in accordance with or subject to those conditions.