

CONSTITUTION

OF

PEACEWISE LTD

A company limited by guarantee not having a share capital



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CONSTITUTION

for

PEACEWISE LTD

A company limited by guarantee not having a share capital

1 NAME

The name of the company is PeaceWise Ltd.

2 REPLACEABLE RULES

This Constitution displaces the Replaceable Rules in the Law.

3 DEFINITIONS AND INTERPRETATION

3.1 Definitions

In this Constitution unless otherwise provided or unless there is something in the subject matter which is inconsistent, the following expressions have the definitions or meanings provided below:

"**Associate Member**" has the meaning set out in sub-regulation 7.3.

"**Auditor**" means a person appointed as auditor of PeaceWise Ltd.

"**Board**" means the board of Directors of PeaceWise Ltd.

"**Christian Peacemaking**" means helping, supporting and equipping people (in whatever manner and whether on a paid or unpaid basis) to respond to conflict from a Christian biblical perspective, including but not limited to teaching, training, equipping, mentoring, coaching, counselling, accrediting, mediating, arbitrating, adjudicating, decision-making and preaching.

"**Director**" means a person named in Schedule 2 as a director upon incorporation or a person who is subsequently elected or re-elected to the Board of PeaceWise Ltd.

"**Instantaneous Communication Device**" means any device by which the processes of a meeting may be conducted between person in different places and includes telephone, television or any other audio and/or visual device or technology which permits instantaneous (or near as practical to instantaneous) communication.

"Law" means the Corporations Act 2001.

"Ordinary Member" has the meaning set out in sub-regulation 7.2.

"person" means a natural person.

"Register" means the register of members of PeaceWise Ltd.

"Relational Commitments" means the relational commitments attached as part of Schedule 3.

"Secretary" means a person named in Schedule 2 as secretary upon incorporation, or any person subsequently appointed to perform the duties of a secretary of PeaceWise Ltd.

"Statement of Faith" means the statement of faith attached as part of Schedule 3.

3.2 Interpretation

In this Constitution:

- (a) words importing any gender include the other genders;
- (b) the singular includes the plural and vice versa;
- (c) a reference to the Law (or to a provision of it) means the Law (or provisions of it) as modified or amended and in operation for the time being, or any statute enacted in substitution for it and includes any regulation or rule for the time being in force under the Law;
- (d) unless the contrary intention appears, an expression used in a particular part or division of the Law that is given a special meaning for the purpose of that part or division has the same meaning in these regulations as in that part or division;
- (e) headings are inserted for convenience and do not affect the interpretation of this Constitution; and
- (f) a reference to \$ or to an amount of money will be taken to mean a reference to Australian dollars.

4 OBJECT

The object for which PeaceWise Ltd is established is the pursuit and advancement of the Christian religion through the carrying out, promoting and encouraging of Christian Peacemaking, together with all things necessary for and incidental to the carrying out of this object.

5 POWERS

PeaceWise Ltd will have all the powers of a natural person and any other powers of a company under the Law. It may only use these powers to pursue the objects established in regulation 4.

6 MEMBERSHIP

6.1 Members on adoption of Constitution

The initial members of PeaceWise Ltd are the persons whose names and addresses are set out as the subscribers to this Constitution in Schedule 1 and the subscribers will be admitted to the class of membership called Ordinary Member upon incorporation of PeaceWise Ltd. By subscribing to this Constitution, the subscribers are taken to agree with the Statement of Faith and to agree to seek to comply with the Relational Commitments for all their dealings in any way connected with PeaceWise Ltd or its members.

6.2 Unlimited members

The number of members of PeaceWise Ltd is unlimited. All members must be natural persons.

6.3 Register to be kept

A register of members must be kept in accordance with the Law.

6.4 Application for membership

Any two members may nominate a person for membership of a particular class. Any person who wishes to make an application for membership must do so on the form set out in Schedule 3, or in such form as may otherwise be approved by the Board from time to time specifying the class of membership to which they wish to be admitted.

6.5 Requirement of application

Each application for membership must be signed by the applicant, the proposer nominating the member and the seconder.

6.6 Admission to membership

The Board must consider each application for membership no later than the next meeting of the Board following receipt of the application together with such additional information as it may require and, then, may accept, reject or defer until the next meeting of the Board an application for membership without providing any reason for that decision. However, after making a final decision, the Board must promptly cause the applicant to be advised in writing of its decision. The Board may delegate this function to a subcommittee, the Secretary

or other officer of PeaceWise Ltd appointed from time to time.

6.7 Joining fee

Upon making application the applicant must pay the joining fee (if any) and membership fee (if any) determined by the Board in accordance with sub-regulation 10.1. If an applicant is refused membership under sub-regulation 6.6, this fee must be refunded to the applicant in full.

6.8 Annual membership fee

An annual membership fee may be determined from time to time by the Board in relation to one or more classes of membership, and will be payable by a Member in advance each year. The Board may from time to time fix at different rates, suspend or waive payment of an annual membership fee in favour of any member or class of members.

7 CLASSES OF MEMBERS

7.1 Classes of Membership generally

PeaceWise Ltd has the following classes of membership:

- (a) Ordinary Members; and
- (b) Associate Members.

7.2 Ordinary Members

The Board may accept into the class of membership called "Ordinary Member" any person it considers fit to have voting rights in general meetings of PeaceWise Ltd. If the Board accepts into this class of membership a person who is already an Associate Member, the person's membership as an Associate Member will automatically cease at that time.

7.3 Associate Members

The Board may accept into the class of membership called "Associate Member" people interested in the field of Christian Peacemaking or who are otherwise supportive of the work of PeaceWise Ltd.

8 MEMBERSHIP RIGHTS

8.1 Voting rights of members

At a general meeting of PeaceWise Ltd, only Ordinary Members may vote and each such member has only one vote.

8.2 Election to Board

Only an Ordinary Member may seek election to any position on the Board.

8.3 Notice of meetings

All members including Associate Members have the right to receive notices of general meetings and to speak at all such general meetings, subject to the rulings of the Chairman at such meetings.

9 CESSATION OF MEMBERSHIP

9.1 When membership ceases

A member of any class ceases to be a member of PeaceWise Ltd if:

- (a) the member resigns their membership or, in the case of a Director, resigns from the Board, in which case the member will be deemed to cease being a member of PeaceWise Ltd from the date of the receipt of the member's resignation by the Secretary or other officer, or from the date mentioned in the letter of resignation whichever is the later; or
- (b) the member fails to pay any membership fee, including any fee on renewal of membership, the member has been previously notified in writing of the amount outstanding and a further 3 months has then elapses. The Board may reinstate a member on payment of all arrears if the Board thinks fit to do so; or
- (c) the member becomes bankrupt; or
- (d) the member dies; or
- (e) the Board terminates the member's membership on the basis set out in sub-regulation 9.2 below.

Any member who is also a Director and whose membership ceases for any reason will automatically cease to be a Director at the same time.

9.2 Unsatisfactory and unbecoming conduct

If any member wilfully refuses or neglects to comply with the provisions of this Constitution or is guilty of any conduct, which, in the opinion of the Board, is unbecoming of a member or prejudicial to the interests of PeaceWise Ltd, the Board may by resolution passed by a simple majority,

- (a) censure, or
- (b) revoke the member's entitlement to a particular class of membership, and re-categorise the member's entitlement to membership, or

- (c) suspend the member's membership for such period as it decides, or
- (d) revoke the member's entitlement to any class of membership and by virtue of so doing, expel the member from PeaceWise Ltd.

Members recognise that in forming its opinion of member conduct, the Board may take into account (amongst other things) the extent to which the member has or has not adhered to the Relational Commitments.

9.3 Procedure for unsatisfactory and unbecoming conduct

If the Board is of the opinion that a member has refused or neglected to comply with the provisions of this Constitution, or is guilty of any conduct which in the opinion of the Board is unbecoming of a member and intends to act pursuant to sub-regulation 9.2 the Board must, before such action is taken:

- (a) give the member notice in writing, to the last known postal or email address of the member, of its intention so to act, setting out the basis for its concern that the member has engaged in such conduct; and
- (b) give the member an opportunity to be heard in response to the concerns raised by the Board; and
- (c) allow the member the opportunity to offer either orally or in writing any explanation or defence the member may think fit; and
- (d) prayerfully consider any reasons and explanations offered by the member.

9.4 Liability for fees

If a member's membership is terminated for any reason, despite anything else to the contrary in this Constitution, the member will continue to be liable for any annual membership fee and all arrears due and unpaid at the date of the cessation of membership and for all moneys due by that member to PeaceWise Ltd.

10 MEMBERSHIP FEES

10.1 Setting of fee

The Board may set such joining fees and other membership fees as it may determine from time to time.

10.2 Time for payment

The Board will determine the time when membership fees are to be paid.

11 GENERAL MEETINGS

11.1 Annual general meeting of members

An annual general meeting of PeaceWise Ltd must be held in accordance with the provisions of the Law. All general meetings other than annual general meetings will be called special general meetings.

11.2 Convening a special meeting

Any member of the Board may convene a special general meeting whenever he or she thinks fit provided he or she has first obtained the written agreement of one other member of the Board. The notice convening a special general meeting must state the particular matter or matters to be discussed at the meeting and no business other than that specified in the notice may be transacted.

11.3 Members convening special meeting

On receiving a duly signed requisition signed by the minimum required number of members under the Law, the Board must call a special general meeting of PeaceWise Ltd to be held not later than two months after the receipt of the requisition. If the Board does not direct the Secretary to summon a special general meeting within 21 days after receipt of any such requisition, the requisitionists may convene the meeting. The notice convening such a special general meeting must specify the particular matter or matters to be discussed at the meeting and no business other than that specified in the requisition may be transacted.

11.4 Convening a meeting by notice

Subject to the provisions of the Law relating to special resolutions and agreements for shorter notice, unless otherwise required by law, at least 21 days' notice (exclusive of the day on which the notice is served or deemed to be served and exclusive of the day for which notice is given) specifying the place, the day and the time of meeting and otherwise complying with the Law must be given to such persons as are entitled to receive notices from PeaceWise Ltd either by advertisement or in accordance with regulation 25.

12 CONDUCT OF BUSINESS AT GENERAL MEETINGS

12.1 Quorum

A quorum of members is present when the number of persons entitled to vote in attendance in person or by proxy is not less than five.

12.2 No business without quorum

No business may be transacted at any annual general meeting or any special general meeting unless a quorum of members is present at the time when the meeting proceeds to business. If a quorum is established at the beginning of a meeting, it is deemed to continue for the duration of the meeting.

12.3 Presence of quorum

If a quorum is not present within half an hour from the time appointed for the meeting, and the meeting has been convened by a requisition of members in accordance with sub-regulation 11.3, the meeting is automatically dissolved. For any general meeting convened other than under sub-regulation 11.3, the meeting will stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Board may determine.

12.4 Chairman presides at meetings

The Chairman will preside at every general meeting of PeaceWise Ltd, or if the Chairman is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the members present must elect one of their number to be Chairman of the meeting.

12.5 Adjournment of meeting

If he or she thinks fit, the Chairman may adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting. With the exception of this situation, it will not be necessary to give any notice of an adjournment or business to be transacted at an adjourned meeting.

12.6 Resolution at meeting

At any general meeting, a resolution put to the vote of the meeting will be decided on a show of hands unless a poll is demanded either before or on the declaration of the result of the show of hands:

- (a) by the Chairman; or
- (b) by at least 3 members present in person or by proxy.

Unless a poll is so demanded, a declaration by the Chairman that a resolution has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, will be conclusive. An entry to that effect made in the book containing the minutes of the proceedings of PeaceWise Ltd will be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The persons who originally demanded a poll may withdraw the demand for a poll at any time.

12.7 Poll requested

If a poll is duly demanded, it must be taken in such a manner and either at once or after an interval or adjournment or otherwise as the Chairman directs and the result of the poll will be the resolution of the meeting at which the poll was demanded. However, a poll demanded on the election of a Chairman or on a question of adjournment must be taken immediately without debate or adjournment.

12.8 Equality of votes

In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded will be entitled to a second or casting vote.

12.9 Voting at meeting

A member entitled to vote may vote in person or by proxy. On a show of hands, every person present who is a member and entitled to vote or holds a proxy for such a member will have one vote. On a poll, every member entitled to vote who is present in person or by proxy will have one vote. If a person attends a meeting in his or her own right and as representative or proxy of another member, the person is entitled to their own vote and a vote for each person for whom the person is a representative or holds a proxy.

12.10 Meeting by electronic communication

For the purpose of this Constitution, the contemporaneous linking together by Instantaneous Communication Device of a number of consenting members not less than the quorum together with the Chairman, whether or not any one or more of the members is out of Australia, will be deemed to constitute a general meeting of the members and all the provisions of this Constitution as to the general meetings of the members will apply to such meetings held by Instantaneous Communication Device so long as the following three conditions are met:

- (a) all the members for the time being entitled to receive notice of the general meeting will be entitled to notice of a meeting by Instantaneous Communication Device and to be linked by Instantaneous Communication Device for the purposes of such meeting. Notice of any such meeting may be given on the Instantaneous Communication Device or in any other manner permitted by this Constitution;

- (b) each of the members taking part in the meeting by Instantaneous Communication Device and the Chairman must be able to hear each of the other members taking part at the commencement of the meeting;
- (c) for the purposes of voting on a show of hands, any member participating by Instantaneous Communication Device will be taken to have raised their hand in favour or against a motion by speaking words that indicate that they are either in favour or against a motion.

At the commencement of the meeting, each member participating by Instantaneous Communication Device must acknowledge his or her presence for the purpose of the general meeting to all the other members taking part.

Members participating by Instantaneous Communication Device will not be eligible to participate in a poll.

12.11 Requirement to inform Chairman

If a member participating by Instantaneous Communication Device wishes to leave the meeting, he or she may do so once they have informed the Chairman of the meeting.

12.12 Minutes of electronic communication

A minute of the proceedings at a meeting held by Instantaneous Communication Device will be sufficient evidence of the proceedings and of the observance of all necessary formalities if it is certified as a correct minute by the Chairman of the meeting.

12.13 No voting where unsound mind

A member who is of unsound mind and whose person or estate is liable to be dealt with in any way under any law relating to mental health may vote, whether on a show of hands or on a poll, by his or her committee or by his or her trustee or by such other person who properly has the management of his or her estate, and any such committee, trustee or other person may vote by proxy or attorney.

12.14 No voting without fees paid

A member is not entitled to vote at any annual or special general meeting unless all fees outstanding to PeaceWise Ltd have been paid.

12.15 Appointment of Proxy

The instrument appointing a proxy must be in writing under the hand of the appointor or of his attorney duly authorised in writing. The instrument appointing a proxy will be deemed to confer authority to demand or join in demanding a poll. A member entitled to vote will be entitled to instruct his or her proxy to vote in favour of or against any proposed resolution. Unless otherwise instructed, the proxy may vote as he or she thinks fit. A proxy need not be a member of PeaceWise Ltd.

12.16 Form of notice

The instrument appointing a proxy may be in the form set out in Schedule 5 or in such other form as the Board may determine from time to time.

12.17 Lodging of proxy

The instrument appointing a proxy, a power of attorney or other authority (if any) under which it is signed or a certified copy of that power of authority must be provided to the Chairman or Secretary not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll, not less than 48 hours before the time appointed for the taking of the poll. If this requirement is not followed, the instrument of proxy will not be treated as valid.

12.18 Validity of vote by proxy

A vote given in accordance with the terms of an instrument of proxy or attorney will be valid even if the principal has revoked the instrument or the authority under which the instrument was executed or has died or become a person whose person or estate is liable to be dealt with in any way under any law relating to mental health. However, the vote will not be valid if the Chairman or Secretary has received notification in writing of such revocation, death or mental health disability before the commencement of the meeting or adjourned meeting at which the instrument is to be used.

12.19 Voting where interested

A member may vote at a meeting of the company if directly or indirectly interested in the outcome of the vote, provided all other obligations under these regulations and under law are discharged.

12.20 Business of annual general meeting

The business to be transacted at every annual general meeting must include all matters required by the Law and if not expressly required by law must include the following unless the company otherwise resolves:

- (a) the Chairman's report on the activities of the company;
- (b) the consideration of the annual financial report, Directors' report and Auditor's reports;
- (c) the election of Directors; and
- (d) any other business of which proper notice has been given.

13 PATRON

There may be a patron of PeaceWise Ltd. The Board may from time to time appoint and remove the patron and need not provide any reasons for doing so.

14 DIRECTORS

14.1 Number of Directors

The number of Directors on the Board must be not less than three and not greater than eleven.

14.2 Change in number of Directors

Subject to the requirements of the Law, PeaceWise Ltd may from time to time by ordinary resolution passed at a general meeting increase or decrease the number of Directors.

14.3 First Directors and Secretary

The first Directors of PeaceWise Ltd and the Secretary are set out in Schedule 2.

14.4 Board are members of PeaceWise Ltd

Every person who becomes a Director of PeaceWise Ltd automatically becomes an Ordinary Member of PeaceWise Ltd at the time of their election or appointment to office.

14.5 Election of Directors - number

The number of positions to be filled at any election of Directors to the Board will be the same as the number of vacancies created through the retirement of Directors pursuant to sub-regulation 14.10.

14.6 Election of Directors by members - procedure

The election of members to the Board must take place in the following manner:

- (a) Any two Ordinary Members will be at liberty to nominate any person to serve as a Director.
- (b) The nomination must be in writing and signed by the nominee, the proposer and seconder, must be in the form provided in Schedule 4 or such other form as the Board may determine from time to time and must be provided to the Chairman or Secretary not less than 14 days before the annual general meeting at which the election is to take place.

- (c) Each Ordinary Member present at the annual general meeting will be entitled to vote in a first past the post secret ballot for the election of Directors to the Board.

14.7 Appointment and removal of Directors by Directors - procedure

In addition to any Directors elected pursuant to sub-regulation 14.6, the Board may by simple majority at any time appoint up to three further Directors to the Board, who will hold office until the next Annual General Meeting after their appointment. By consenting to act as a Director, each such person is taken to agree with the Statement of Faith and to agree to seek to comply with the Relational Commitments for all their dealings in any way connected with PeaceWise Ltd or its members. Directors appointed under this sub-regulation 14.7 may be removed at any time by a simple majority resolution of the Board. All Directors will be entitled to speak and vote on this resolution except to any extent to which they may be prevented from doing so by the Law.

14.8 Office of Directors

Each Director will take office at:

- (a) the first meeting of the Board after the general meeting at which he or she is elected or appointed; or
- (b) the Board meeting at which he or she is elected or appointed.

14.9 CEO also a Board member

The Board appoints as its CEO the “National Director” of PeaceWise Ltd, who is ex officio a Director upon the date of his or her commencement as CEO, and ceases to be a Director upon his or her ceasing to be CEO of PeaceWise Ltd. The Board may by simple majority change the CEO title from “National Director”
The Board may by simple majority terminate the appointment of the CEO.

14.10 Retirement of Directors

At each annual general meeting, one-third of the Directors for the time being elected by the members pursuant to sub-regulation 14.6, or if their number is not a multiple of three, the number nearest one-third, must retire from office. Those to retire are those who have been longest in office since their last election, and as between persons who became Directors on the same day, those to retire will be determined by lot, unless otherwise agreed among themselves. The CEO does not participate in this process of retirement by rotation.

14.11 Eligibility to re-nominate

A retiring Director will be eligible for re-election following re-nomination.

14.12 Subcommittees

Directors may be appointed to any one or more subcommittees that the Board

may think fit to establish.

15 CHAIRMAN

15.1 Election of Chairman

The Chairman will be elected for one year by a majority decision of the Board from their number at the first meeting after each annual general meeting.

15.2 Chairman to preside

The Chairman will preside at all general meetings of PeaceWise Ltd and all meetings of the Board. In his or her capacity as Chairman of the Board or Chairman of a general meeting, the Chairman will have a deliberative vote and a casting vote in the event of a tied vote.

15.3 Chairman's membership of subcommittees

The Chairman is an ex-officio member of all subcommittees created from time to time and must be notified of the time and place of all meetings of subcommittees unless the Chairman or the Board otherwise directs.

16 VACANCIES IN BOARD

16.1 Vacancy in Board

A vacancy will occur in the Board if any Director:

- (a) dies;
- (b) retires or resigns their position by notice in writing to the Secretary;
- (c) in the case of the CEO who is a Director by virtue of sub-regulation 14.9, ceases to be CEO of PeaceWise Ltd;
- (d) becomes bankrupt or has any criminal conviction for a crime involving dishonesty, or any criminal conviction which is punishable by imprisonment recorded against him or her;
- (e) is absent from three consecutive meetings of the Board without the leave of the Board;
- (f) is prohibited from being a Director of PeaceWise Ltd by reason of any order made under the Law; or
- (g) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the laws relating to mental health.

16.2 Appointment of additional Director to fill vacancy

If at any time the number of Directors is not greater than the maximum number of Directors set out in sub-regulation 14.1, the Board may appoint one or more persons to fill the vacant position or positions until the next annual general meeting.

17 POWERS AND DUTIES OF THE BOARD

17.1 Powers and duties of the Board

Subject to the Law and to any other provisions of this Constitution, the Board:

- (a) has responsibility for the control and management of the activities, property and funds of PeaceWise Ltd;
- (b) may pay all expenses incurred in forming PeaceWise Ltd to the persons who incurred them; and
- (c) may exercise all the powers of PeaceWise Ltd, except any powers that are required by the Law or by this Constitution to be exercised by PeaceWise Ltd in general meeting.

17.2 Specific powers of Board

Despite the generality of sub-regulation 17.1, the Board has the following powers:

- (a) to make and from time to time repeal or alter operational rules, procedures, protocols, terms of reference and other documented provisions as to the management of PeaceWise Ltd and its affairs and as to the duties of any officers or employees of PeaceWise Ltd and as to the conduct of business by the Board or any subcommittee or as to any of the matters or things within the power or under control of the Board. No such provisions may be inconsistent with this Constitution, or with the provisions of the Law, and any provisions in relation to any subcommittee responsible for the management of a tax deductible fund must not be inconsistent with the conditions of such tax deductibility;
- (b) to authorise any Director or other person nominated by the Board to sign all cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and to sign all receipts for money paid to PeaceWise Ltd as the case may be; and
- (c) to authorise payment by PeaceWise Ltd of an insurance premium in respect of liability incurred as an officer of PeaceWise Ltd to which Section 212 of the Law refers.

17.3 Minutes to be kept

The Board must cause minutes to be kept of:

- (a) the time, date, location and attendance at all meetings of PeaceWise Ltd and of the Board; and
- (b) all proceedings and resolutions of PeaceWise Ltd and of the Board.

Such minutes must be signed as a certification that they are a true record by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting upon confirmation by a simple majority of such meeting.

18 PROCEEDINGS OF THE BOARD

18.1 Regulation of meetings

The Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit. Two or more Directors or the Chairman alone may at any time, and the Secretary must on their or his requisition, summon a meeting of the Board.

18.2 Decisions by majority

Subject to this Constitution, questions arising at any meeting of the Board must be decided by a majority of votes and a determination by a majority of the members of the Board present will for all purposes be deemed to be a determination of the Board. In case of an equality of votes, the Chairman of the meeting will have not only a deliberative vote but also a casting vote.

18.3 Quorum

The quorum necessary for the transaction of the business of the Board will be a majority of the total number of Directors. If a quorum is established at the beginning of a meeting, it is deemed to continue for the duration of the meeting.

18.4 Acting when vacancy

The continuing members of the Board may act despite any vacancy in the Board, but if and so long as their number is reduced below the number fixed by or pursuant to this Constitution as the necessary quorum of the Board, the continuing member or members may act for the purposes of increasing the number of members of the Board so that a quorum might be formed or, alternatively, for the purposes of summoning a general meeting of PeaceWise Ltd but for no other purpose.

18.5 Delegation of powers to subcommittees

The Board may delegate any of its powers and functions (but not duties or responsibilities imposed on the Board as the Directors of PeaceWise Ltd by the Law or the general law) to one or more subcommittees consisting of such members of the Board as the Board thinks fit. Any subcommittee so formed must elect one of its number to be the Chairman, must conform to any terms of reference or other provisions that might be imposed by the Board and will have power to co-opt any member or members of PeaceWise Ltd.

18.6 Notice of meeting

Notice of every meeting of the Board, stating in general terms all business to be considered at such meeting, must be sent to each Director at least three days before such meeting is due to be held, unless urgent circumstances require shorter notice.

18.7 Validity of acts of Board

All acts done by any meeting of the Board or by any person acting as a member of the Board will be as valid as if every such person had been duly appointed and was qualified to be a member of the Board, even if it is afterwards discovered that there was some defect in the appointment of any such member of the Board or the person acting as a member of the Board, or that the members of the Board or any of them were disqualified.

18.8 Resolution in writing

A resolution in writing signed by not less than 75% of the members of the Board for the time being entitled to receive notice of a meeting of the Board will be as valid and effectual as if it had been passed at any meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form, all signed by one or more of the members of the Board.

18.9 Electronic communication

For the purposes of this Constitution, the contemporaneous linking together by Instantaneous Communication Device of a number of consenting Directors not less than the quorum, whether or not any one or more of the Directors is out of Australia, will be deemed to constitute a meeting of the Directors and all the provisions of this Constitution as to the meetings of the Directors will apply to such meetings held by Instantaneous Communication Device so long as the following three conditions are met:

- (a) all the Directors for the time being entitled to receive notice of the meeting of Directors will be entitled to notice of a meeting by Instantaneous Communication Device and to be linked by Instantaneous Communication Device for the purposes of such meeting. Notice of any such meeting may be given on the Instantaneous Communication Device or in any other manner permitted by this Constitution;

- (b) each of the Directors taking part in the meeting by Instantaneous Communication Device (and the Secretary if in attendance) must be able to hear each of the other Directors taking part at the commencement of and throughout the meeting; and
- (c) at the commencement of the meeting each Director must acknowledge his or her presence for the purpose of a meeting of the Board to all the other Directors taking part.

18.10 Requirement to inform Chairman

If a member participating by Instantaneous Communication Device wishes to leave the meeting, he or she may do so once they have informed the Chairman of the meeting.

18.11 Minutes of electronic communication

A minute of the proceedings at a meeting held by Instantaneous Communication Device will be sufficient evidence of the proceedings and of the observance of all necessary formalities if it is certified as a correct minute by the Chairman of the meeting.

19 TRANSACTIONS WITH DIRECTORS

19.1 Compensation and expenses

A Director may only receive compensation for serving as a Director of PeaceWise Ltd if this is approved by the members of PeaceWise Ltd at a general meeting. Directors are entitled to receive a reasonable sum for expenses (if any) that may be allowed for attendance or participation by a Director at a general meeting of PeaceWise Ltd or a meeting of Directors.

19.2 Directors may not contract with PeaceWise Ltd

Subject to sub-regulation 28.2, a Director will not be at liberty to enter into any contract with PeaceWise Ltd either as vendor, purchaser or otherwise for a reward or remuneration. If a Director becomes aware of a direct or indirect interest in any such contract with PeaceWise Ltd, he or she must disclose the same to the Board at or prior to the meeting of the Board at which the contract is considered and may only be present, speak or vote in relation to any such matter if authorised by the Board and if this is done in accordance with the provisions of the Law.

20 SUBCOMMITTEES

20.1 Subcommittee meetings

A subcommittee constituted pursuant to sub-regulation 18.5 may meet and adjourn as it thinks proper. Questions arising at any meeting must be determined by a majority of votes of the members present and, in the case of an equality of votes, the Chairman of the subcommittee must refer the matter to the Board for a casting vote. The Chairman of the subcommittee must cause minutes of each subcommittee meeting to be maintained, and a copy is to be provided to the next Board meeting that follows each relevant subcommittee meeting.

20.2 Tax deductibility additional responsibility

If the subcommittee is responsible for the management of a fund to which tax deductible gifts may be made, then in addition to any duties imposed upon the subcommittee by the Board the subcommittee must also ensure that the fund is administered in accordance with all of the conditions and the requirements relating to such deductibility.

21 SECRETARY

The Secretary will be appointed by the Board for such term upon such conditions as it thinks fit and any Secretary so appointed may be removed by it. The Secretary does not have the right to vote.

22 SIGNING ON BEHALF OF THE COMPANY

22.1 Signing by company

The company may execute a document without using a common seal if the document is signed by:

- (a) two Directors of the company; or
- (b) a Director and a Secretary of the company.

22.2 Common seal

The company may use a common seal. If the seal is fixed to a document, the seal is to be witnessed by:

- (a) two Directors of the company; or
- (b) a Director and a Secretary of the company.

23 ACCOUNTS

23.1 Accounts generally

The Board must cause proper accounting and other records of PeaceWise Ltd to be kept. The Board must distribute to each member (by any of the methods referred to in regulation 25) a copy of the financial reports made up to the end of each financial year just passed (including every document required by law to be attached) and accompanied by a copy of the Auditor's report on the financial reports as required by the Law. The Board must cause the financial reports to be laid before the annual general meeting next following the end of each financial year.

23.2 Subcommittee bank accounts

Any subcommittee bank accounts established by authority of the Board must be opened at the bankers for the time being of PeaceWise Ltd and all cheques on each such account must be signed by such person or persons as the Board may appoint for that purpose. A subcommittee must not open a bank account without the authority of the Board.

23.3 Accounts in relation to tax deductible funds

In addition to the obligations set out in sub-regulations 23.1 and 23.2, PeaceWise Ltd and any subcommittee of PeaceWise Ltd must conduct any accounts in relation to tax deductible funds in accordance with the conditions of such tax deductibility and must keep the Auditor of such funds aware of any particular obligations in relation to such funds.

24 AUDIT

24.1 Audits generally

PeaceWise Ltd must appoint a properly qualified Auditor who must report and otherwise discharge his or her duties as auditor of the company under the Law.

24.2 Audits in relation to tax deductible funds

In addition to any duties of the Auditor set out in sub-regulation 24.1, the Auditor must also separately audit and report on any tax deductible fund in accordance with the particular conditions and requirements of such fund.

25 NOTICES AND REPORTS

25.1 Form of notice or report

A notice or report is to be given by PeaceWise Ltd to any member or Director personally or by sending it either:

- (a) by post to the member or Director at the address of the member or Director shown in the Register; or
- (b) by email to the member's or Director's email address shown in the Register; or
- (c) by any other means authorised by the Law.

25.2 Notice by post

Where a notice is sent by post, service of the notice will be deemed to be effective by properly addressing, prepaying and posting a letter containing the notice, whether the notice forms part of or is accompanied by other material. In the case of a notice of a meeting, it will be deemed to have been effected on the day after the date of its posting, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

25.3 Notice by facsimile

[Deleted]

25.4 Notice by email

Where a notice is sent by email, service of the notice will be deemed to be effected on the date of its transmission unless notification of non-receipt is received on the date of the email's transmission from the member's email server.

25.5 Manner of notice

Notice of every general meeting may be given in any manner authorised in this Constitution to every member eligible to attend whose name and address are recorded in the Register, whether or not the member is eligible to vote at general meetings.

25.6 Non-delivery of notice or report

The non-delivery of any notice or report will not invalidate the proceedings at any meeting of PeaceWise Ltd.

26 INDEMNITY

26.1 Indemnity of Board

Subject to the Law, every Director, the Secretary and any employee that the Board nominates is indemnified out of the funds of PeaceWise Ltd, against, and it will be the duty of PeaceWise Ltd to pay, all costs, losses and expenses which any such person may incur or become liable to pay by reason of any contract entered into, or act or thing done or not done by him or her as such member of

the Board, the Secretary or as an employee, or in any way in the discharge of his or duties when acting in that capacity.

26.2 Indemnity out of funds

Subject to the Law, every Director and the Secretary of PeaceWise Ltd is indemnified out of the funds of PeaceWise Ltd against all liability incurred by him or her as such in defending any proceedings or regulatory action, either civil or criminal, in which:

- (a) judgment is given in his or her favour; or
- (b) he or she is acquitted; or
- (c) in connection with any application in relation to any such proceedings, relief is granted to him or her under the law by the Court; or
- (d) the initiating party ceases the action against the Director or Secretary in question.

27 ALTERATION OF CONSTITUTION

27.1 Method of altering Constitution

This Constitution or any other constitution for the time being in force, may be altered, rescinded or repealed and a new or amended constitution may be adopted by special resolution passed by at least 75% of the votes cast by members of PeaceWise Ltd present in person or by proxy and entitled to vote on the resolution in a general meeting in the manner prescribed by the Law.

28 APPLICATION OF INCOME AND PROPERTY

28.1 No distribution to members

The income and property of PeaceWise Ltd must be applied solely towards the promotion of the object of PeaceWise Ltd stated in regulation 4. No portion may be paid or transferred directly or indirectly by way of bonus, dividends or otherwise howsoever by way of profit to the members of PeaceWise Ltd or as fees to the Directors of PeaceWise Ltd.

28.2 Payment of expenses and remuneration to Directors

Nothing prevents the Directors approving payment in good faith of:

- (a) reimbursement of out-of-pocket expenses to any of the Directors,

Secretary or employees or servants of PeaceWise Ltd or to any member of PeaceWise Ltd for expenses incurred in the conduct of services rendered to PeaceWise Ltd;

- (b) remuneration to any member of PeaceWise Ltd in return for any services actually rendered to PeaceWise Ltd or for goods supplied in the ordinary and usual way of business; or
- (c) a financial benefit to or on behalf of a Director to which Section 210 to 216 of the Law refers, or any other financial benefit that is paid in accordance with the requirements of the Law.

As it is intended that certain Directors will potentially speak, conduct training and otherwise carry out activities on behalf of or under the name of PeaceWise Ltd for which it is right and proper that they received some remuneration and recompense for expense incurred, the Board may from time to time establish a protocol that sets out the basis on which claims for such payment are made and approved.

29 AMALGAMATION

29.1 Amalgamation generally

In furtherance of the object of PeaceWise Ltd stated in regulation 4, the company may amalgamate with any one or more organisations having objects similar to those of the company and which prohibits the distribution of its or their income and property amongst its or their members to an extent at least as great as that imposed upon PeaceWise Ltd and which is a fund, authority or institution which is similarly exempt from Income Tax under sub-division 50-5 of the Income Tax Assessment Act 1997.

29.2 Amalgamation if there is a tax deductible fund

Despite the general provision set out in sub-regulation 29.1, if PeaceWise Ltd conducts any funds which are tax deductible, then upon any amalgamation procedures must be put in place and notifications given to ensure that the conditions of such tax deductibility are not breached.

30 WINDING UP OR DISSOLUTION

30.1 Members liability limited

The liability of the members is limited.

30.2 Members contribution on winding up

Every member of PeaceWise Ltd undertakes to contribute up to a maximum amount of \$10.00 to the assets of the company in the event of its being wound up while that person is a member (or within one year afterwards) for payment of the

debts and liabilities of the company contracted before that person ceased to be a member, as well as for the costs, charges and expenses of winding up.

30.3 Distribution of surplus

If, upon the winding up or dissolution of PeaceWise Ltd, there remains after the satisfaction of all debts and liabilities any property whatsoever, the property must not be paid to or distributed among the members of PeaceWise Ltd, but must be given or transferred to some other organisation having one or more objects similar to those of PeaceWise Ltd which prohibits the distribution of its or their income and property among its or their members, and also is a fund, authority or institution which is similarly exempt from income tax under sub-division 50-5 of the Income Tax Assessment Act 1997. If PeaceWise Ltd also has a fund which enjoys tax deductibility under the Income Tax Assessment Act 1936 or the Income Tax Assessment Act 1997 then in addition to any obligations imposed upon PeaceWise Ltd by operation of this sub-regulation, PeaceWise Ltd must also comply with any conditions related to distribution of such funds on winding up in addition to any other obligations set out in other regulations of this Constitution.

SCHEDULE 1: List of Subscribers

	Name	Address	Occupation
1	Bruce Burgess	13 Ivanhoe Rd, Croydon, NSW, 2132	Mediator and solicitor
2	Mitchell Clark	The Point @ Varsity, 47 Watts Drive Varsity Lakes QLD 4227	Solicitor
3	Elenne Ford	20 Stewart Way, Shelly Beach, QLD, 4551	Barrister
4	Li Ai Gamble	28 Romano Crescent, Iluka, WA, 6028	Solicitor
5	Sharon Moore	Flagstaff Chambers, 557 Little Lonsdale Street, Melbourne VIC, 3000	Barrister
6	Mark Mudri	9/117 King William Street, Adelaide, SA, 5000	Solicitor
7	Ken Stanton	1 st Floor, 27 Paterson Street, Launceston, TAS, 7250	Barrister
8	Karen Streckfuss	73 Cooloongatta Rd, Camberwell, VIC, 3124	Barrister

SCHEDULE 2: Details of Initial Directors and Secretary

Directors

Name	Address	Date of Birth	Place of Birth	Occupation
Bruce Burgess	13 Ivanhoe Rd, Croydon, NSW, 2132	15 February 1963	Sydney, Australia	Mediator and solicitor
Elenne Ford	20 Stewart Way, Shelly Beach, QLD, 4551	29 October 1955	Sydney, Australia	Barrister
Liai Gamble	28 Romano Crescent, Iluka, WA, 6028	25 June 1966	Malacca, Malaysia	Solicitor
Sharon Moore	Flagstaff Chambers, 557 Little Lonsdale Street, Melbourne Vic 3000	20 May 1973	Singapore	Barrister
Mark Mudri	9/117 King William Street, Adelaide, SA 5000	31 March 1966	Novi Sad, Former Yugoslavia	Solicitor
Ken Stanton	1 st Floor, 27 Paterson Street, Launceston, TAS, 7250	10 September 1965	Rathmines, NSW	Barrister

Secretary

Name	Address	Date of Birth	Place of Birth
Mitchell Clark	The Point @ Varsity 47 Watts Drive Varsity Lakes QLD 4227	1 January, 1967	Kavieng, New Ireland, PNG

SCHEDULE 3

Membership Application and Nomination Form

Application

I,, wish to apply to become a member of PeaceWise Ltd.

The class of membership to which I seek to be admitted is Ordinary Member/Associate Member.

I agree to be bound by the terms of the Constitution of PeaceWise Ltd.

For applications for the class of Ordinary Member only:

- I agree with the Statement of Faith attached to this application form.
- I agree to seek to comply with the Relational Commitments attached to this application form in all my dealings in any way connected with PeaceWise Ltd or its members.
- I attach relevant documentation and information to support my claim for this class of membership.

Signed thisday of2.....

.....
Applicant for membership sign here

Nomination

Iam a member of PeaceWise Ltd. I certify that I believe that the above named applicant is a person suitable to be a member of PeaceWise Ltd of the class sought and propose that such person be admitted to that class.

Signed thisday of2.....

.....
Proposer signs here

Iam a member of PeaceWise Ltd. I certify that I believe that the above named applicant is a person suitable to be a member of PeaceWise Ltd of the class sought and second the proposal that such person be admitted to that class.

Signed thisday of2.....

.....
Secunder of proposal signs here

Statement of Faith

This statement reflects a contemporary summary of the central doctrines in the Bible, which are also presented in the historic creeds of the Christian church.

- The Bible is God's unique revelation to people. It is the inspired, infallible Word of God, and the supreme and final authority on all matters upon which it teaches. No other writings are vested with such divine authority.
- There is only one God, creator of heaven and earth, who exists eternally as three persons - Father, Son, and Holy Spirit, each fully God yet each personally distinct from the other.
- All people are created in God's image and matter deeply to Him. Central to the message of the Bible is that God loves people, and invites them to live in communion with Himself and in community with each other.
- Apart from Jesus Christ, all people are spiritually lost and, because of sin, deserve the judgment of God. However, God gives salvation and eternal life to anyone who trusts in Jesus Christ and in His sacrifice on his or her behalf. Salvation cannot be earned through personal goodness or human effort. It is a gift that must be received by humble repentance and faith in Christ and His finished work on the cross.
- Jesus Christ, second Person of the Trinity, was born of the Virgin Mary, lived a sinless human life, willingly took upon Himself all of our sins, died and rose again bodily, and is at the right hand of the Father as our advocate and mediator. Some day, He will return to consummate history and to fulfill the eternal plan of God.
- The Holy Spirit, third Person of the Trinity, convicts the world of sin and draws people to Christ. He also indwells all believers. He is available to empower them to lead Christ-like lives, and gives them spiritual gifts with which to serve the church and reach out to a lost and needy world.
- Death seals the eternal destiny of each person. At the final judgment, unbelievers will be separated from God into condemnation. Believers will be received into God's loving presence and rewarded for their faithfulness to Him in this life.
- All believers are members of the body of Christ, the one true church universal. Spiritual unity is to be expressed among Christians by acceptance and love of one another across ethnic, cultural, socio-economic, national, generational, gender, and denominational lines.
- The local church is a congregation of believers who gather for worship, prayer, instruction, encouragement, mutual accountability, and community with each other. Through it, believers invest time, energy, and resources to fulfill the Great Commission — reaching lost people and growing them into fully devoted followers of Christ.

Relational Commitments

In applying to become a member of PeaceWise Ltd, I understand that I am committing to the principles of Christian relationship found in the Bible in my dealings in any way connected with PeaceWise Ltd and its members.

In particular, I commit, with the help of the Holy Spirit,

- to walk together in Christian love with its other members
- to seek to support the work of PeaceWise Ltd and Christian Peacemaking as I am able
- to address matters of conflict in a biblical and godly manner consistent with the principles for peacemaking that are promoted by PeaceWise Ltd; and
- if it is possible, as far as it depends on me, to live at peace with everyone (Romans 12:18).

SCHEDULE 4:

Director Nomination Form

Consent to nomination

I,, whose signature appears below, consent to my nomination for election as a Director of PeaceWise Ltd for a term of three years subject to the terms of the Constitution of PeaceWise Ltd.

- I agree with the Statement of Faith attached to this application form.
- I agree to seek to comply with the Relational Commitments attached to this nomination form in all my dealings in any way connected with PeaceWise Ltd or its members.
- I have provided relevant documentation and information to support my nomination as a Director of PeaceWise.

Signed thisday of2....

.....
Nominee for Director sign here

Nomination

Iam a voting member of PeaceWise Ltd. I certify that I believe that the above named applicant is a person suitable to be a Director of PeaceWise Ltd.

Signed thisday of2....

.....
Proposer signs here

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Signed thisday of2....

.....
Secunder of proposal signs here

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- Apart from Jesus Christ, all people are spiritually lost and, because of sin, deserve the judgment of God. However, God gives salvation and eternal life to anyone who trusts in Jesus Christ and in His sacrifice on his or her behalf. Salvation cannot be earned through personal goodness or human effort. It is a gift that must be received by humble repentance and faith in Christ and His finished work on the cross.
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- Death seals the eternal destiny of each person. At the final judgment, unbelievers will be separated from God into condemnation. Believers will be received into God's loving presence and rewarded for their faithfulness to Him in this life.
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In particular, I commit, with the help of the Holy Spirit,

- to walk together in Christian love with its other members
- to seek to support the work of PeaceWise Ltd and Christian Peacemaking as I am able
- to address matters of conflict in a biblical and godly manner consistent with the principles for peacemaking that are promoted by PeaceWise Ltd; and
- if it is possible, as far as it depends on me, to live at peace with everyone (Romans 12:18).

SCHEDULE 5: Appointment of Proxy Form

PeaceWise Ltd

I, (name)

of..... (address)

being a member of PeaceWise Ltd entitled to vote, appoint (tick one of the following):

Note: if no box is ticked the proxy will be deemed to go to the Chairman of the meeting.

the Chairman of the meeting

OR

the following person:

..... (name)

of (address) or failing him/her

..... (name) of

..... (address)

as my proxy to vote for me on my behalf at the (annual or special as the case may be) general meeting of PeaceWise Ltd to be held on theday of.....2..... and at any adjournment of that meeting.

My proxy is authorised to vote *in favour of/*against the following resolutions: (insert details below)

Signed this day of2.....

Note – If the member wishes to vote for or against any particular resolution, he/she must instruct his proxy accordingly. Unless otherwise instructed, the proxy may vote as he or she thinks fit).

*Strike out whichever is not desired.

..... Member or Authorised Officer or Director who is granting the proxy signs here