

**Constitution  
of  
UNITED CHRISTIAN BROADCASTERS  
AUSTRALIA LIMITED**

**ABN 15 051 984 402**

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# **United Christian Broadcasters Australia Limited**

## **Constitution**

### **1. Name**

The name of the Company is United Christian Broadcasters Australia Limited.

### **2. Object**

The principal object of the Company is to be a charity whose purpose is to advance culture through the promotion of radio, music, performing arts, literature and publications, visual arts, film, video, television, internet and digital media, and community arts, in accordance with the Christian faith as expressed in the Statement of Faith.

In furtherance of this object:

- (a) to act as trustee of any trust or fund which furthers the object; and
- (b) to do all such other things as are incidental or conducive to the attainment of the object.

A secondary object is to advance the Christian religion.

### **3. Statement of Faith**

#### **God**

- (a) There is one God and He is sovereign and eternal. He is revealed in the Bible as three equal divine Persons - Father, Son and Holy Spirit. God depends on nothing and no one; everything and everyone depends on Him. God is holy, just, wise, loving and good.
- (b) God created all things of His own sovereign will, and by His Word they are sustained and controlled.
- (c) God is the God and Father of our Lord Jesus Christ. He is also Father of all whom He has adopted as His children. Because of God's faithfulness and His fatherly concern, nothing can separate His children from His love and care.
- (d) The Lord Jesus Christ is the eternally existing, only begotten Son of the Father. He is the Creator and Sustainer of all things. He was conceived by the Holy Spirit and born of a virgin, truly God and truly man. He lived a sinless life and died in our place. He was buried, rose from the dead in bodily form and ascended to heaven. Jesus is King of the universe and Head of the Church, His people whom He has redeemed. He will return to gather His people to Himself, to judge all people and bring in the consummation of God's Kingdom.

- (e) The Holy Spirit proceeds from the Father and the Son. He convicts people of their sin, leads them to repentance, creates faith within them and regenerates them. He is the source of their new sanctified life bringing forth His fruit in the life of believers. He gifts believers according to His sovereign will, enabling them to serve the Lord.

### **The Bible**

The Bible, which is comprised of the books of the Old and New Testaments, is the inspired, inerrant and infallible Word of God, and the only absolute guide for all faith and conduct. It is indispensable and determinative for our knowledge of God, of ourselves and of the rest of creation.

### **God's World**

- (a) Adam and Eve, the parents of all humankind were created in the image of God to worship their Creator by loving and serving Him, and by exercising dominion under God's rule by inhabiting, possessing, ruling, caring for and enjoying God's creation. Consequently the purpose of human existence is to glorify God and enjoy Him forever.
- (b) Sin entered the world through Adam's disobedience, because of which all people are alienated from God and each other and, as a result, they and all creation are under God's judgement.
- (c) All people have sinned and, if outside of Christ, are in a fallen, sinful, lost condition, helpless to save themselves, under God's condemnation and blind to life's true meaning and purpose.
- (d) God holds each person responsible and accountable for choices made and actions pursued. Human responsibility and accountability do not limit God's sovereignty. God's sovereignty does not diminish human responsibility and accountability.
- (e) Salvation from the penalty of sin is found only through the substitutionary, atoning death and resurrection of the Lord Jesus Christ. As the sinless One, He took upon Himself the just punishment for our sins.
- (f) Through His death and resurrection, the Lord Jesus has destroyed the power of Satan, who is destined to be confined forever to hell along with all those who reject Jesus as Lord.
- (g) Out of gratitude for God's grace and in dependence on the Holy Spirit, God's people are called to live lives worthy of their calling in love and unity and in obedience to God in all spheres of life. They are responsible to ensure that the gospel is faithfully proclaimed.

### **Historical Orthodox Christian Faith**

The fundamental doctrines of the Christian faith are expressed in the Nicene Creed:

*We believe in one God, the Father, the Almighty, maker of heaven and earth, of all that is seen and unseen.*

*We believe in one Lord, Jesus Christ, the only Son of God, eternally begotten of the Father, God from God, Light from Light, true God from true God, begotten, not made, of one Being with the Father. Through him all things were made.*

*For us men and for our salvation he came down from heaven: by the power of the Holy Spirit he was incarnate of the Virgin Mary, and became man.*

*For our sake he was crucified under Pontius Pilate; he suffered death and was buried.*

*On the third day he rose again in accordance with the scriptures; he ascended into heaven and is seated at the right hand of the Father.*

*He will come again to judge the living and the dead, and his kingdom will have no end.*

*We believe in the Holy Spirit, the Lord, the giver of life, who proceeds from the Father and the Son. With the Father and the Son he is worshipped and glorified. He has spoken through the Prophets.*

*We believe in one holy catholic and apostolic Church.*

*We acknowledge one baptism for the forgiveness of sins.*

*We look for the resurrection of the dead, and the life of the world to come. Amen.*

#### **4. Powers**

The Company has the legal capacity and powers of an individual.

#### **5. Use of Income, Property and Powers only for Object**

- (a) The Company may only use its income, property and powers for the promotion of its Object.
- (b) The Company must not distribute any of its income or property directly or indirectly to the Members.
- (c) However, paragraph (b) does not prevent:
  - (i) the payment to a Member for goods or services the Member has provided on terms that would be reasonable in the circumstances if the Company and the Member were dealing at arm's length, or on terms that are less favourable to the Member than these terms;
  - (ii) the payment in good faith of reasonable remuneration to any employee of the Company;
  - (iii) the payment to a Director of out-of-pocket expenses incurred in carrying out the duties of a Director where the payments do not exceed an amount previously approved by the Board;

- (iv) the payment to a Director as an employee of the Company where the terms of employment have been approved by a resolution of the Board; and
- (v) the giving of a financial benefit to a Member or a Related Party on terms that would be reasonable in the circumstances if the Company and the Member or the Related Party were dealing at arm's length, or on terms that are less favourable to the Member or Related Party than these terms.
- (d) "Related Party" in this clause has the meaning given to it in the Corporations Act which, when this Constitution was adopted, included Directors of the Company, the spouses of Directors, the parents and children of Directors and their spouses, and entities controlled by any of these people.

## **6. Winding Up**

- (a) If, on the Company's winding up or, if the Company has deductible gift recipient endorsement, on the earlier revocation of that endorsement, there is any property left after paying all debts and other liabilities, that property must not be distributed among the Members but, subject to the Corporations Act and any other applicable Act, and any court order, must be given to some other similar institution or institutions decided by the Members at or before the time of winding up, provided such other institution or institutions:
  - (i) have charitable objects similar to the Company's Object; and
  - (ii) prohibit the distribution of income and property among its or their members to an extent at least as great as is imposed on the Company under Clause 5; and
  - (iii) have been endorsed by the Australian Commissioner of Taxation as deductible gift recipients.
- (b) Such institution or institutions are to be determined by the Members of the Company at or before the time of dissolution and, in default, by a judge of the Supreme Court of Queensland or such other Court as may have or acquire jurisdiction in the matter.
- (c) If effect cannot be given to this provision, then such property must be given to some charitable object which prohibits the payment of any income or property to its members.

## **7. Revocation of Endorsement**

- (a) Where the Company has a tax deductible gift fund and has been endorsed under Subdivision 30-BA of the Income Tax Assessment Act 1997 as a deductible gift recipient in relation to that or any other fund then where:
  - (i) the Company is wound up;



- (ii) the gift fund is wound up; or
- (iii) the endorsement under Subdivision 30-BA of the *Income Tax Assessment Act 1997* is revoked,

any surplus assets in the gift fund or, where the Company is wound up, funds remaining after the payment of liabilities attributable to the gift fund must be transferred to a fund, authority or institution which is charitable at law and to which income tax deductible gifts can be made.

- (b) Where the Company operates more than one gift fund for which it is a deductible gift recipient and its endorsement under Subdivision 30-BA of the *Income Tax Assessment Act 1997* is revoked only in relation to one of those gift funds, it may transfer the funds to any other gift fund for which it is endorsed as a deductible gift recipient.

## **8. Members**

- (a) A Member of the Company is a person who:
  - (i) is a Member of the Company at the time of the adoption of this Constitution; or
  - (ii) being a body corporate or a natural person not less than 18 years of age, is elected as a Member by the Board.
- (b) The Board may elect as a Member of the Company any natural person who or body corporate which:
  - (i) consents in writing to being a Member;
  - (ii) being a natural person, signs a commitment to the Company's Object and to the Statement of Faith;
  - (iii) being a body corporate, by resolution of its governing body, signs a commitment to the Company's Object and to the Statement of Faith; and
  - (iv) is in a position to help the Company achieve that Object.
- (c) A sole Member must not be a natural person.
- (d) The Company must establish and maintain a Register of Members.
- (e) As soon as practicable after the Board elects a person as a Member, the Secretary must send to the person written notice of election and details of the applicant must be entered in the Register.

## **9. Categories of Membership**

- (a) At the time of incorporation, all Members are ordinary Members.
- (b) The Board may create additional categories of Members.

## **10. Cessation of Membership**

- (a) A Member may resign by giving notice to the Secretary either with immediate effect or with effect from a future date not being later than six months after the date of the notice.
- (b) A Member ceases to be a Member if the Member:
  - (i) becomes bankrupt or, as the debtor, becomes a party to a personal insolvency agreement;
  - (ii) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
  - (iii) dies;
  - (iv) being an incorporated entity, is wound up or otherwise dissolved or deregistered;
  - (v) is expelled pursuant to clause 12; or
  - (vi) has not responded within three months to a written request from the Secretary that the Member confirms in writing that the Member wants to remain a Member; or
  - (vii) has not attended a General Meeting for the previous three years and the Secretary has not been able to contact the Member after making reasonable attempts.
- (c) If there is a sole Member, the resignation of the sole Member only takes effect on the election by the Board of a body corporate to replace the sole Member.

## **11. Liability**

The liability of the Members is limited. Every Member must contribute up to \$10.00 to the Company's property if the Company is wound up while the person is a Member or within one year of ceasing to be a Member for:

- (a) payment of the Company's debts and liabilities incurred before the person ceased to be Member; and
- (b) costs of the Company's winding up.

## **12. Disciplining Members**

- (a) The Board may resolve to warn, suspend or expel a Member from the Company if the Member:
  - (i) wilfully refuses or neglects to comply with the provisions of this Constitution;

- (ii) in the Board's opinion ceases:
    - (A) to have an active interest in the Company;
    - (B) to be committed to the Company's Object;
    - (C) to be committed to the Statement of Faith; or
  - (iii) is found by the Board to have made statements or acted in such a way as to cause harm to, discredit or bring into disrepute either the Member, any other Member, a Related Body Corporate or the Company.
- (b) At least seven days before the Board meeting at which a resolution under paragraph (a) will be considered, the Secretary must notify the Member in writing:
- (i) that the Board is considering a resolution to warn, suspend or expel the Member;
  - (ii) that this resolution will be considered at a Board meeting and the date of that meeting;
  - (iii) what the Member is said to have done or not done;
  - (iv) the nature of the resolution that has been proposed; and
  - (v) that the Member may provide an explanation to the Board, and details of how to do so.
- (c) Before the Board passes any resolution under paragraph (a), the Board must give the Member an opportunity of attending the meeting and of giving at it orally or in writing any explanation or defence which the Member may desire to offer.
- (d) After considering any explanation under paragraph (c), the Board may:
- (i) take no further action;
  - (ii) warn the Member;
  - (iii) suspend the Member's rights as a Member for a period of no more than 12 months;
  - (iv) expel the Member;
  - (v) refer the decision to an unbiased, independent person on conditions that the Board considers appropriate (however, the person can only make a decision that the Board could have made under this clause); or
  - (vi) require the matter to be determined at a general meeting.
- (e) The Board cannot fine a Member.

- (f) The Secretary must give written notice to the Member of the decision under paragraph (d) as soon as possible.
- (g) Disciplinary procedures must be completed as soon as reasonably practical.
- (h) A Member must not start a dispute resolution procedure under clause 13 in relation to a matter which is the subject of a disciplinary procedure under this clause until the disciplinary procedure is completed.
- (i) There will be no liability for any loss or injury suffered by the Member as a result of any decision made in good faith under this clause.

### **13. Dispute Resolution**

This Constitution provides for a biblically based dispute resolution procedure which aims to achieve reconciliation between people in dispute and which is to be used to resolve a dispute (Dispute) between Members, the Directors, the Company or any of them. It is based on the belief that the Bible commands Christians to make every effort to live at peace and to resolve disputes with each other in private or within the Christian community (see Matthew 18:15-20; 1 Corinthians 6:1-8), conscious of the impact that conflicts between Members, Directors or any of them may have upon the Company and the achievement of its Object. The dispute resolution procedure is as follows:

- (a) The parties to the dispute must promptly attempt a resolution of the Dispute by discussing the Dispute and seeking to reach a resolution by negotiation that seeks to address both the substantive issues and relational elements of the Dispute. This process may involve one or more meetings. With the consent of the parties to the Dispute, the Chair or another Director may be asked by one of the parties to facilitate those discussions.
- (b) If in the opinion of any party to the Dispute, the Dispute cannot be resolved by negotiation, the dispute must be promptly submitted to mediation in accordance with, and subject to, the Mediation Rules used by PeaceWise Ltd at the time or such other mediation rules that the Board has adopted at the time ("the Mediation Rules"). This means that the party forming the opinion that the Dispute cannot be resolved by negotiation must within 24 hours of forming that opinion initiate the procedure by giving the other party or parties written notice stating that the Mediation Rules now apply. The notice must also state that a Dispute has arisen and identify what is disputed.
- (c) All parties must participate in the mediation process in good faith, in the sense of genuinely seeking to address constructively the various dimensions of the Dispute. Where mediation is initiated by a party, the parties must seek to agree between them a suitable mediator to use a biblically based Christian mediation process. If within 48 hours of the notice in the previous paragraph being given, the parties cannot agree on the selection of a mediator to be used, the parties must accept the nomination of the Chief Executive Officer of a Board approved independent Christian mediation organisation or his or her nominee. Any party may ask the Chief Executive Officer of the Board approved independent Christian mediation organisation to nominate a mediator.

- (d) A mediator:
  - (i) may be a Member or former member of the Company;
  - (ii) must not have a personal interest in the Dispute; and
  - (iii) must not be biased towards or against anyone involved in the Dispute.
- (e) When conducting the mediation, the mediator must:
  - (i) allow those involved a reasonable chance to be heard;
  - (ii) allow those involved a reasonable chance to review any written statements;
  - (iii) ensure that those involved are afforded procedural fairness; and
  - (iv) not make a decision on the Dispute.
- (f) All parties must observe the instructions of the mediator about the conduct of the mediation and must sign a Mediation Agreement with the mediator.
- (g) A party to the Dispute must not commence any form of legal proceedings unless this dispute resolution procedure has been followed without a mutually satisfactory conclusion reached.

#### **14. General Meetings**

A general meeting is a meeting of the Members.

#### **15. General Meetings – Sole Member**

When the Company has only one Member, that Member may pass a resolution by the Member recording it and signing the record without the need for a general meeting.

#### **16. General Meetings – more than one Member**

- (a) When the Company has more than one Member, this clause and clauses 17 to 31 apply.
- (b) The Directors may, at any time, call and hold a general meeting.
- (c) The Directors must call and hold in every calendar year a general meeting, to be called the annual general meeting, which is to be held at such time as may be determined by the Directors.
- (d) If at least five Members make a written request to the Company for a general meeting to be held, the Directors must:
  - (i) within 21 days of the Members' request, give all Members notice of a general meeting, and

- (ii) hold the general meeting within two months of the Members' request.
- (e) The Members who make the request for a general meeting must:
  - (i) state in the request any resolution to be proposed at the meeting;
  - (ii) sign the request, and
  - (iii) give the request to the Company.
- (f) Separate copies of a document setting out the request may be signed by Members if the wording of the request is the same in each copy.
- (g) The Directors may determine whether a general meeting will be held:
  - (i) at one or more physical venues; or
  - (ii) at one or more physical venues and using virtual meeting technology (a hybrid meeting); or
  - (iii) using virtual meeting technology only (a virtual meeting).
- (h) Where a general meeting is held using virtual meeting technology (whether or not it is held at one or more physical venues), that virtual meeting technology must be reasonable and allow those who are entitled to attend to exercise orally and in writing any rights of those people to ask questions and make comments.

## **17. General meetings called by Members**

- (a) If the Directors do not call the meeting within 21 days of being requested under clause 16(d), 50% or more of the Members who made the request may call and arrange to hold a general meeting.
- (b) To call and hold a meeting under paragraph (a), the Members must:
  - (i) as far as possible, follow the procedures for general meetings set out in this Constitution;
  - (ii) call the meeting using the list of Members on the Company's Register, which the Company must provide to the Members making the request at no cost, and
  - (iii) hold the general meeting within three months after the request was given to the Company.
- (c) The Company must pay the Members who request the general meeting any reasonable expenses they incur because the Directors did not call and hold the meeting.

## **18. Notice of General Meetings**

- (a) At least 21 days' notice of all general meetings must be given to Members and the Company's Auditor.
- (b) A notice of a general meeting must:
  - (i) set out the place, date and time for the meeting (and, if the meeting is to be held virtually or in two or more places, the technology that will be used to facilitate this);
  - (ii) state the general nature of any business to be dealt with at the meeting;
  - (iii) if applicable, state that a Special Resolution is to be proposed and set out the words of the proposed resolution; and
  - (iv) state that Members have a right to appoint a proxy who must be a Member of the Company.
- (c) The Board may postpone or cancel any general meeting whenever it thinks fit, other than a meeting convened under clause 16(d) or 17(a).
- (d) The Board must give notice of the postponement or cancellation to all who were entitled to notice of the general meeting.
- (e) The failure or accidental omission to send a notice of a general meeting or the adjournment or postponement or cancellation of a general meeting to any person entitled to such notice or the non-receipt of a notice by any such person does not invalidate the proceedings at or any resolution passed at the general meeting.

## **19. Annual General Meetings**

- (a) The business of the annual general meeting is to:
  - (i) receive and consider the Directors' reports and, if applicable, of the Company's Auditor;
  - (ii) elect the Directors to be elected pursuant to this Constitution;
  - (iii) when relevant, appoint and fix the remuneration of the Company's Auditor; and
  - (iv) transact any other business which under this Constitution may be transacted at a general meeting.
- (b) Before or at the annual general meeting, the Directors must give information to the Members about the Company's activities and finances during the period since the last annual general meeting.

- (c) The Chair of the annual general meeting must give Members a reasonable opportunity to ask questions or make comments about the management of the Company.

## **20. Quorum at General Meetings**

- (a) No business may be conducted at a general meeting unless a quorum of Members is present, in person or by proxy or representative, when the meeting proceeds to business.
- (b) A quorum of Members is not fewer than half of the Members entitled to vote.
- (c) A general meeting without a quorum present within 30 minutes after the time specified for the meeting in the notice of meeting is:
  - (i) if the meeting was convened on the requisition of Members, automatically dissolved; or
  - (ii) otherwise adjourned to the date, time and place the Directors specify.

If the Directors do not specify one or more of those things, the meeting is adjourned to:

- (iii) if the date is not specified, the same day in the next week;
- (iv) if the time is not specified, the same time; and
- (v) if the place is not specified, the same place.
- (d) If a quorum is not present at the adjourned meeting within 30 minutes after the time specified for the meeting, the meeting is dissolved.
- (e) In determining whether a quorum is present, a person may only be counted once (even if that person is a proxy for one or more Members).

## **21. Auditor's right to attend meetings**

- (a) The Company's Auditor may attend any general meeting and be heard by the Members on any part of the business of the meeting that concerns the Auditor in the capacity of auditor.
- (b) The Company must give the Auditor any communications relating to the general meeting that a Member is entitled to receive.

## **22. Chair of General Meetings**

The Chair, or in the Chair's absence, the Deputy Chair, presides as chair at every general meeting. If neither of such officers is present or willing to be chair within 10 minutes after the time appointed for the meeting, the Members present must choose one of their number as chair of the meeting.



## **23. Adjournment of General Meetings**

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

## **24. Right to Vote at General Meeting**

Every member has one vote.

## **25. Chair's Casting Vote at General Meetings**

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

## **26. Proxy**

- (a) A Member may by notice to the Secretary appoint another Member as his or her proxy to attend and vote at general meetings instead of him or her and any proxy has the same right as the Member to speak at the meeting.
- (b) The notice must be in a form approved by the Board.
- (c) The notice must be signed:
  - (i) by the appointor or by the appointor's attorney; or
  - (ii) if the appointor is a body corporate, either under seal or by an officer or attorney of the body corporate.
- (d) The notice may specify the manner in which the proxy is to vote in respect of a particular resolution. Where it does so, the proxy must not vote in any other way. A proxy may vote as the proxy thinks fit on any motion or resolution in respect of which no manner of voting is indicated.

- (e) The notice and, if the notice is signed by the appointor's attorney, the authority under which the appointment was signed or a certified copy of the authority must be received by the Company at least 48 hours before the meeting.

If a Company meeting has been adjourned, a notice and any authority received by the company at least 48 hours before the resumption of the meeting are effective for the resumed part of the meeting.

- (f) A proxy instrument received at an electronic address specified in the notice of meeting for the receipt of proxy instruments will be taken to have been signed if the appointment of the proxy:
  - (i) includes or is accompanied by a personal identification code allocated by the Company to the Member making the appointment; or
  - (ii) has been authorised by the Member in another manner approved by the Directors and specified in or with the notice of meeting.

## **27. Body Corporate Representative**

- (a) A Member which is a body corporate may appoint an individual as a representative to exercise all or any of the powers the body corporate may exercise:
  - (i) at general meetings; or
  - (ii) at meetings of creditors or debenture holders; or
  - (iii) relating to resolutions to be passed without meetings.
- (b) The appointment may set out restrictions on the representative's powers. If the appointment is to be by reference to a position held, the appointment must identify the position.
- (c) A body corporate may appoint more than one representative but only one representative may exercise the body's powers at any one time.
- (d) Unless otherwise specified in the appointment, the representative may exercise, on the body corporate's behalf, all of the powers that the body could exercise at a meeting or in voting on a resolution.

## **28. Members' Resolutions and Statements**

- (a) At least five Members may give:
  - (i) written notice to the Company of a resolution they propose to move at a general meeting (members' resolution), and/or
  - (ii) a written request to the Company that the Company give all of its Members a statement about a proposed resolution or any other matter

that may properly be considered at a general meeting (members' statement).

- (b) A notice of a members' resolution must set out the wording of the proposed resolution and be signed by the Members proposing the resolution.
- (c) A request to distribute a members' statement must set out the statement to be distributed and be signed by the Members making the request.
- (d) Separate copies of a document setting out the notice or request may be signed by Members if the wording is the same in each copy.
- (e) If the Company has been given notice of a members' resolution under sub-paragraph (a)(i), the resolution must be considered at the next general meeting held more than two months after the notice is given.
- (f) This clause does not limit any other right that a Member has to propose a resolution at a general meeting.

## **29. Company must give notice of proposed resolution or distribute statement**

- (a) If the Company has been given a notice or request under clause 28(a):
  - (i) in time to send the notice of proposed members' resolution or a copy of the members' statement to Members with a notice of meeting, it must do so at the Company's cost, or
  - (ii) too late to send the notice of proposed members' resolution or a copy of the members' statement to Members with a notice of meeting, then the Members who proposed the resolution or made the request must pay the expenses reasonably incurred by the Company in giving Members notice of the proposed members' resolution or a copy of the members' statement. However, at a general meeting, the Members may pass a resolution that the Company must pay these expenses.
- (b) The Company does not need to send the notice of proposed members' resolution or a copy of the members' statement to Members if:
  - (i) it is more than 1,000 words long;
  - (ii) the Directors consider it may be defamatory;
  - (iii) sub-paragraph (a)(ii) applies, and the Members who proposed the resolution or made the request have not paid the Company enough money to cover the cost of sending the notice of the proposed members' resolution or a copy of the members' statement to Members; or
  - (iv) in the case of a proposed members' resolution, the resolution does not relate to a matter that may be properly considered at a general meeting or is otherwise not a valid resolution able to be put to the Members.

### 30. Circular Resolutions of Members

- (a) Subject to paragraph (c), the Directors may put a resolution to the Members to pass a resolution without a general meeting being held (a circular resolution).
- (b) The Directors must notify the Auditor as soon as possible that a circular resolution has or will be put to Members, and set out the wording of the resolution.
- (c) Circular resolutions cannot be used:
  - (i) for a resolution to remove an Auditor, appoint a Director or remove a Director;
  - (ii) for passing a Special Resolution, or
  - (iii) where the Corporations Act or this Constitution requires a meeting to be held.
- (d) A circular resolution is passed:
  - (i) if all the Members entitled to vote on the resolution sign or agree to the circular resolution, in the manner set out in paragraphs (e) and (f); and
  - (ii) on the day on which the Secretary, or other officer authorised by the Board to collect such documents, received the document, or the last document, signed by all the Members.
- (e) Members may sign:
  - (i) a single document setting out the circular resolution and containing a statement that they agree to the resolution, or
  - (ii) separate copies of that document, as long as the wording is the same in each copy.
- (f) The Company may send a circular resolution by email to Members and Members may agree by sending a reply email to that effect, including the text of the resolution in their reply.

### 31. Resolutions and Polls at General Meetings

- (a) Subject to the *Corporations Act* in relation to Special Resolutions, a resolution is carried if a majority of the votes cast on the resolution are in favour of the resolution.
- (b) A resolution put to the vote of a meeting is decided on a show of hands unless a poll is demanded by:
  - (i) the chair;

- (ii) any five Members who have the right to vote at the meeting and who are present in person or by proxy or representative; or
  - (iii) Members with at least 5% of the votes that may be cast on the resolution.
- (c) A poll may be demanded:
  - (i) before a vote on a show of hands takes place;
  - (ii) after a vote on a show of hands takes place but before the declaration of the result of the show of hands; or
  - (iii) immediately after the declaration of the result of a show of hands.
- (d) Unless a poll is demanded:
  - (i) a declaration by the chair that a resolution has been carried or lost; and
  - (ii) an entry to that effect in the minutes of the meeting,

are conclusive evidence of the fact without proof of the number or proportion of the votes in favour of or against the resolution.
- (e) The demand for a poll may be withdrawn.
- (f) A poll must be taken at the time and in the manner that the chair directs.
- (g) The result of the poll is the resolution of the meeting at which the poll is demanded.
- (h) A poll demanded on the election of the chair or the adjournment of a meeting must be taken immediately.
- (i) After a poll has been demanded at a meeting, the meeting may continue for the transaction of business other than the question on which the poll was demanded.
- (j) A decision of a general meeting may not be invalidated on the ground that a person voting at the meeting was not entitled to do so.
- (k) A challenge to a right to vote at a general meeting may only be made at the meeting.
- (l) The chair must determine such challenge and such determination is final.

## **32. Management of the Company**

- (a) The Company's business is managed by or under the direction of the Board which may exercise all the Company's powers which are not required by this Constitution or any law to be exercised by the Company in general meeting.
- (b) The Directors must decide on the responsible financial management of the Company including:

- (i) any suitable written delegations of power to a committee, and
  - (ii) how money will be managed, such as how electronic transfers, negotiable instruments or cheques must be authorised and signed or otherwise approved.
- (c) The Directors cannot remove a Director or Auditor. A Members' resolution at a general meeting is required to remove Directors and Auditors.
- (d) The Company may sign a document if the document is signed by:
- (i) two Directors of the Company, or
  - (ii) a Director and the Secretary.

### **33. Composition of the Board**

- (a) The Board of Directors consists of at least five but not more than 11 Directors.
- (b) The Board consists of those Directors in office when the Members adopt this Constitution.
- (c) A person is not eligible for election or appointment as a Director:
  - (i) unless the person is at least 18 years of age and has signed a commitment to the Company's Object and Statement of Faith; and
  - (ii) if the person has been prohibited from being a director or a responsible entity by virtue of the *Corporations Act* or the *Australian Charities and Not-for-profits Commission Act*;
  - (iii) if the person has held office as a Director of the Company for a period of more than nine years, whether continuously or not.
- (d) Notwithstanding sub-paragraph (c)(iii), a person who has held office as a Director of the Company for a period of more than nine years is eligible for election or appointment as a Director if the Board passes a resolution by at least 75% of the Directors voting in favour.
- (e) If there is a sole Member, the sole Member may appoint and remove Directors by resolution. If there are two or more Members, the remaining paragraphs of this clause apply.
- (f) One third or the nearest whole number to one third of the Directors must retire at the close of each annual general meeting.
- (g) The Directors to retire each year are those who have been longest in office since last being elected. Where persons became Directors on the same day, those to retire must be decided by lot unless they otherwise agree among themselves.
- (h) Subject to paragraph (c) and (g), a Director who retires is eligible for re-election.

- (i) A person is not eligible for election as a Director at any General Meeting unless the person or a Member has at least 28 days before the meeting left at the office a notice (endorsed with the person's consent) proposing the person for election as a Director. If a person is recommended by the Board for election, such notice is not required.
- (j) At each annual general meeting, the Members are to elect Directors to fill the vacancies on the Board. Each of the Directors must be elected by a separate resolution, unless:
  - (i) the Members present have first passed a resolution that the election of the Directors may be voted on together, and
  - (ii) no votes were cast against that resolution.

### **34. Casual Vacancies on the Board**

- (a) Any casual vacancy among the Directors may be filled by the Directors. A Director appointed in this way holds office until the close of the next annual general meeting. The new Director must retire at that meeting but is eligible for re-election.
- (b) The Board may act even if there are vacancies on the Board.
- (c) If at any time the number of Directors in office is fewer than five, the Board may meet and act only:
  - (i) to appoint a Director;
  - (ii) to elect a person as a Member of the Company; or
  - (iii) to convene a general meeting.

### **35. Defect in Election or Appointment**

If it is discovered that:

- (a) there was a defect in the election or appointment of a person as a Director or member of a Board committee; or
- (b) a person elected or appointed to one of those positions was disqualified,

all acts of the Board or the Board committee before the discovery was made are as valid as if the person had been duly elected or appointed and was not disqualified.

### **36. Directors' duties**

The Directors must comply with their duties as directors under legislation and the common law (found in cases decided by judges in court) and with the duties described in Governance Standard 5 of the Regulations made under the *Australian Charities and Not-for-profits Commission Act* which are:

- (a) to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a Director of the Company;
- (b) to act in good faith in the best interests of the Company and to further the charitable Object of the Company;
- (c) not to misuse their position as a Director;
- (d) not to misuse information they gain in their role as a Director;
- (e) to disclose any perceived or actual material conflicts of interest in the manner set out in clause 39;
- (f) to ensure that the financial affairs of the Company are managed responsibly; and
- (g) not to allow the Company to operate while it is insolvent.

### **37. Prohibition of fees to Directors**

Except as provided in clause 5(c), the Company must not pay fees to Directors.

### **38. Confidentiality**

Every Director and other agent or officer of the Company must keep confidential all aspects of all transactions of the Company, except:

- (a) to the extent necessary to enable the person to perform the person's duties to the Company;
- (b) as required by law;
- (c) when requested to disclose information by the Board to the Company's Auditor or a general meeting of the Company; or
- (d) as otherwise permitted by the Board.

### **39. Conflicts of Interest and Material Personal Interest**

- (a) A Director must disclose the nature and extent of any actual or perceived material conflict of interest in a matter that is being considered at a meeting of Directors (or that is proposed in a circular resolution):
  - (i) to the other Directors, or
  - (ii) if all of the Directors have the same conflict of interest, to the Members at the next general meeting, or at an earlier time if reasonable to do so.
- (b) The disclosure of a conflict of interest by a Director must be recorded in the minutes of the meeting.



- (c) Each Director who has a material personal interest in a matter that is being considered at a Board meeting (or that is proposed in a circular resolution) must not, except as provided under paragraph (d):
  - (i) be present at the meeting while the matter is being discussed;
  - (ii) be counted in a quorum in relation to that matter; or
  - (iii) vote on the matter.
- (d) Directors may still be present and vote if:
  - (i) their interest arises because they are a Member of the Company, and the other Members have the same interest;
  - (ii) their interest relates to an insurance contract that insures, or would insure, the Director against liabilities that the Director incurs as a Director of the Company (see clause 54);
  - (iii) their interest relates to a payment by the Company under clause 53 (indemnity), or any contract relating to an indemnity that is allowed under the *Corporations Act*;
  - (iv) the Australian Securities and Investments Commission makes an order allowing the Director to vote on the matter; or
  - (v) the Directors who do not have a material personal interest in the matter pass a resolution that:
    - (A) identifies the director, the nature and extent of the director's interest in the matter and how it relates to the affairs of the Company, and
    - (B) says that those directors are satisfied that the interest should not stop the director from voting or being present.
- (e) The quorum for consideration at a Board meeting of a matter in which one or more Directors have a material personal interest is three Directors who are entitled to vote on any resolution that may be considered at the meeting in relation to that matter.
- (f) Each Director must disclose to the Company any material contract in which the Director is interested and must provide the Company with the names of the parties to the contract, particulars of the contract, and the Director's interest in the contract. A Director's failure to make such disclosure does not render void or voidable a contract in which the Director has an interest.

#### **40. Reimbursement of Directors' Expenses**

The Directors may be paid all travelling and other expenses properly incurred by them in attending and returning from Directors' meetings or any committee meetings or general meetings or otherwise in connection with the Company's business.

#### **41. Chair of the Board**

- (a) At the first Board meeting after each annual general meeting, the Directors must elect a Director as Chair and may elect a Director as Deputy Chair. If the Chair or Deputy Chair ceases to be a Director, that person must immediately vacate the office of Chair or Deputy Chair as the case may be.
- (b) Any casual vacancy occurring in the office of Chair or Deputy Chair must be filled by the Directors. The newly elected person holds office for the remainder of the term of office of the former Chair or Deputy Chair but is eligible for re-election.

#### **42. Vacation of Office of Director**

The office of a Director is vacated if that Director:

- (a) dies;
- (b) resigns by notice to the Company;
- (c) becomes bankrupt or, as the debtor, becomes a party to a personal insolvency agreement;
- (d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (e) is absent from three consecutive meetings of the Board without leave of the Board which may be granted before or after any absence;
- (f) is no longer able to sign a commitment to the Company's Object and to the Statement of Faith;
- (g) is found guilty of any offence punishable under the criminal or company law of any country or the law of any country relating to not-for-profit entities, charities or trusts; or
- (h) otherwise ceases to be, or becomes prohibited from being, a director by virtue of the *Corporations Act* or the *Australian Charities and Not-for-profits Commission Act*.

#### **43. Proceedings of the Board**

- (a) The Board may meet, adjourn or otherwise regulate its meetings and proceedings as it thinks fit.
- (b) The Board may meet by using any technology which allows the Directors to communicate with each other (that is, simultaneously hear each other and to participate in discussion) and see all documents tabled at the meeting. A Director who is unable to simultaneously hear each other Director and to participate in discussion and to see all documents tabled at the meeting may

nevertheless attend the meeting (for example, by telephone) but must not be counted in the quorum or vote.

- (c) A Director who participates in a meeting held in accordance with this clause is taken to be present and entitled to vote at the meeting.

#### **44. Board Quorum**

The quorum necessary for the transaction of the business of the Board is not fewer than three Directors.

#### **45. Chair of Board Meetings**

The Chair or, in his or her absence, the Deputy Chair presides as chair at all Board meetings. If at any meeting neither of such officers is present or willing to be chair within 10 minutes after the time appointed for holding the meeting, the Directors present must choose one of their number to be chair of the meeting.

#### **46. Voting at Board Meetings**

A majority of the votes of the Directors present and voting decides questions arising at a Board meeting. In the case of an equality of votes, the chair of the meeting does not have a casting vote in addition to his or her deliberative vote.

#### **47. Convening of Special Board Meetings**

Upon the written requisition of any two Directors, the Chair, or Deputy Chair, or in their absence the Secretary, must convene a special meeting of the Board to be held within 14 days after the receipt of the requisition. The requisition must set out the purposes for which the meeting is required.

#### **48. Board Resolutions without a Meeting**

- (a) If all the Directors who are eligible to vote on a resolution, have signed a document containing a statement that they are in favour of a resolution in terms set out in the document, then a resolution in those terms is taken to have been passed at a Board meeting held on the day on which the Secretary, or other officer authorised by the Board to collect such documents, received the document signed by all the Directors.
- (b) For the purposes of paragraph (a):
  - (i) two or more identical documents, each of which is signed by one or more Directors, together constitute one document signed by those Directors; and
  - (ii) the reference to all the Directors excludes any Director who, at the time the statement is provided or sent, is on leave of absence formally approved by the Board.

- (c) Any document referred to in this clause may be in the form of electronic mail.
- (d) The minutes of Board meetings must record that a meeting was held in accordance with this clause.
- (e) This clause applies to meetings of Board committees as if all the members of the committee were Directors.

#### **49. Minutes**

- (a) The Board must cause minutes to be made of:
  - (i) the names of the Directors present at all general meetings, Board meetings and meetings of Board committees;
  - (ii) all proceedings of general meetings, Board meetings and meetings of Board committees;
  - (iii) all appointments of officers;
  - (iv) all orders made by the Board and Board committees; and
  - (v) all disclosures of interests made pursuant to clause 39.
- (b) The chair of the meeting or the chair of the next meeting of the relevant body must sign the Minutes and, once signed, they are as between the members of that body conclusive evidence of the matters stated in them.

#### **50. Committees**

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

#### **51. Chief Executive Officer**

The Board may appoint a Chief Executive Officer of the Company for such period, for such remuneration and on such terms as the Board thinks fit and, subject to those terms and the law, may revoke such appointment. The Board may from time to time give to the Chief Executive Officer a different title.

#### **52. Secretary**

- (a) The Board must appoint a Secretary for such term, at such remuneration (if any) and upon such conditions as it thinks fit.

- (b) The Secretary may be removed by the Board.
- (c) The Secretary may be, but need not be, a Member.

### **53. Indemnity**

To the maximum extent permitted by law, the Company indemnifies any current or former officer of the Company out of the assets of the Company against:

- (a) any liability incurred by the person in that capacity (except a liability for legal costs);
- (b) reasonable legal costs incurred in defending or resisting or otherwise in connection with proceedings, whether civil or criminal or of an administrative or investigatory nature against the person or in which the person becomes involved because of that capacity (Legal Proceedings); and
- (c) reasonable legal costs incurred in good faith in obtaining legal advice on issues relevant to the performance of their functions and discharge of their duties as an officer of the Company.

### **54. Insurance**

To the maximum extent permitted by law, the Company may enter into, and pay a premium for, a contract insuring a person who is or has been an officer of the Company against a liability incurred by the person as an officer of the Company, including a liability for legal costs, except in circumstances prohibited by the Corporations Act.

### **55. Directors' access to documents**

- (a) A Director may access the Company's financial records at all reasonable times.
- (b) The Company must give a Director access to the following documents, published to the Directors or to the members of a Directors' committee, or tabled at a meeting of the Directors or a Directors' committee, where the publication or tabling occurred when the Director was a director:
  - (i) monthly Directors' papers and papers for any Directors' committee;
  - (ii) submissions to, and presentations at, Directors' or committee meetings;
  - (iii) other documents tabled at Directors' or committee meetings; and
  - (iv) minutes of Directors' and committee meetings.
- (c) The Company must give a former Director access to the documents referred to in paragraphs (a) and (b) but only for the period of seven years after the Director ceases to be a Director and for the purposes of Legal Proceedings in which it is alleged that the Director has done or omitted to do some act, matter or thing in the Director's capacity as a Director or otherwise in connection with the Director holding office as a director of the Company and:

- (i) to which the Director is a party;
- (ii) that the Director proposes in good faith to bring; or
- (iii) that the Director has reason to believe will be brought against the Director;

or for a longer period if a document is relevant to such Legal Proceedings and they have not concluded in the seven-year period.

## **56. Contract**

The Company may enter into an agreement with an officer of the Company with respect to the matters referred to in clauses 53, 54 and 55.

## **57. Company's financial year**

The Company's financial year is from 1 January to 31 December, unless the Directors resolve to change the financial year.

## **58. Financial Report**

- (a) If required by the *Corporations Act*:
  - (i) the Board must cause the Company to prepare a financial report of the Company's business in accordance with the *Corporations Act*, the *Australian Charities and Not-for-profits Commission Act* and the *Australian Charities and Not-for-profits Commission Regulation*;
  - (ii) the Board must cause the financial report to be:
    - (A) audited or reviewed; and
    - (B) laid before the annual general meeting of the Company;
  - (iii) a copy of the financial report must be sent to all persons entitled to it.
- (b) The financial report when audited or reviewed (and, if required, approved by a general meeting) is conclusive except as regards any material error discovered in the report within 6 months next after its approval. Whenever any material error is discovered within that period, the financial report must immediately be corrected and then it is conclusive.

## **59. Form of notice**

Notices must be in writing.

## **60. Means of Giving Notice**

- (a) The Company may serve a notice on a Member by:

- (i) serving it personally on the Member;
  - (ii) leaving it at the Registered Address;
  - (iii) sending it by post in a prepaid envelope addressed to the Member at the Registered Address; or
  - (iv) sending it by electronic mail to the Registered Address.
- (b) Any notice sent by post is taken to have been served on the fifth business day following that on which the envelope containing the notice is posted. In proving service, it is sufficient to prove that the envelope containing the notice was properly addressed and put into a post box at the post office or elsewhere. A certificate in writing signed by a Company officer that the envelope containing the notice was so addressed and posted is conclusive.
  - (c) Any notice sent by electronic mail is taken to have been served when the transmission is sent.
  - (d) Any notice served in accordance with this clause is taken to have been properly served even if the Member is then dead or bankrupt and whether or not the Company has notice of the death or bankruptcy.
  - (e) The signature to any notice given by the Company may be written or printed and a facsimile of the signature is acceptable.
  - (f) Where a period of notice is required to be given, the day on which the notice is served and the day of doing the act or other thing is not included in the number of days or other period.

## **61. Amending the constitution**

- (a) Subject to paragraph (c), the Members may amend this Constitution by passing a Special Resolution.
- (b) An amendment to this Constitution takes effect from the date of the Special Resolution, or from any later date specified in the resolution.
- (c) The Members must not pass a Special Resolution that amends this Constitution if passing it would mean the Company would no longer be a charity.

## **62. Definitions**

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

"Auditor" means the person or firm appointed as auditor for the Company.

"Board" means the Company's Board of Directors assembled at a meeting of Directors in accordance with this Constitution.

"Company" means United Christian Broadcasters Australia Limited.

"Constitution" means the Constitution of the Company as amended from time to time.

"Members" means the people shown as Members on the Register.

"Notice" includes all written communications to Members.

"Office" means the Company's registered office.

"Register" means the Company's register of Members.

"Registered Address" means the last known address (whether a street address, a post office box address or an email address) of a Member as noted in the Register.

"Related Body Corporate" has the meaning given to it in the *Corporations Act*.

"Related Party" has the meaning given to it in the *Corporations Act* which, when this Constitution was adopted, included directors of the Company, the spouses of directors, the parents and children of directors and their spouses, and entities controlled by any of these people.

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

"Special Resolution" has the meaning given to it in the *Corporations Act*.

## **63. Interpretation**

- (a) Words importing the singular number include the plural and the converse applies.
- (b) Words importing persons include corporations, companies, associations and institutions.
- (c) A reference to the *Corporations Act* is a reference to the *Corporations Act* as modified or amended from time to time.
- (d) A reference to the *Australian Charities and Not-for-profits Commission Act* is a reference to the *Australian Charities and Not-for-profits Commission Act* as modified or amended from time to time.
- (e) Unless a contrary intention appears in this Constitution:
  - (i) an expression in this Constitution has the same meaning as in that part of the *Corporations Act* which deals with the same matter as this Constitution; and
  - (ii) an expression which is given a general meaning by the *Corporations Act* has the same meaning in this Constitution.



- (f) The replaceable rules set out in the *Corporations Act* do not apply.
- (g) While the Company is a registered charity, the *Australian Charities and Not-for-profits Commission Act* and the *Corporations Act* override any clauses in this Constitution which are inconsistent with those Acts.
- (h) If the Company is not a registered charity (even if it remains a charity), the *Corporations Act* overrides any clause in this Constitution which is inconsistent with that Act.
- (i) Unless the context otherwise requires, headings are for ease of reference only and do not affect the construction of this Constitution.