

Corporations Law

A COMPANY LIMITED BY GUARANTEE

**CONSTITUTION
OF
AUSTRALIAN COLLEGE OF MINISTRIES
(ACN 130 267 604)**

As amended March 2024

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CORPORATIONS LAW

A COMPANY LIMITED BY GUARANTEE

CONSTITUTION OF AUSTRALIAN COLLEGE OF MINISTRIES (ACN 130 267 604)

PRELIMINARY

The **Australian College of Ministries** (ACOM) continues to steward the legacy of several like-minded theological and ministry training colleges who have come together to share in the task of educating people for service within the body of Christ and wider community. ACOM recognizes and honours the historical foundation of those colleges who have chosen to come together to form one national identity, pooling their resources in order to continue to serve the body of Christ more widely.

The **Churches of Christ in NSW Theological College** commenced in 1942 when the Conference of Churches of Christ in NSW established Woolwich Theological College. The College would later relocate its campus to Carlingford.

The **Kenmore Theological College** commenced in 1964 when the Churches of Christ in QLD conference broke ground on a campus in Kenmore QLD.

In 1997 the Kenmore and Carlingford colleges agreed to partner together in training. Within two years a formalized merger of the **Churches of Christ in NSW Theological College** and **Kenmore Theological College** was completed and ACOM was founded in 1999. Dr Keith Farmer was appointed as the first principal.

Properties at Kenmore (QLD) and Carlingford (NSW) were sold, and funds were held by the respective conferences who then supported ACOM through membership contributions.

The Christian and Missionary Alliance in Australia (C&MA) founded the **Alliance College of Theology** in 1970. After a period of teaching by extension a campus was established in 1977 in Waramanga, ACT. The **Alliance College of Theology** was an institutional member of SCD from 1999 to 2006, then entered into a partnership with ACOM to deliver Vocational Ministry courses.

In January 2017 the C&MA officially became a member of ACOM and the Alliance Institute for Mission was established, and **The Alliance College of Australia** formally closed.

The **Federal College of The Bible** was established in Victoria in 1907 as the national college for Churches of Christ. Based in Glen Iris, the college would later relocate to a campus in Mulgrave and change its name to the **Churches of Christ Theological College** then later to **Stirling Theological College**.

In January 2023 **Stirling College** students and staff came together with ACOM to form one national college expression for the Churches of Christ in Australia. The consolidation of ACOM and Stirling College was finalised in December 2023.

The strength, heritage, impact and contribution of each of these colleges is held and stewarded by the board of ACOM. We honour those colleges, campuses, supporters, students and staff who came before us by investing in those who will follow after us, and through the stewardship of their memories and histories.

EXCLUSIONS OF REPLACEABLE RULES

1. The replaceable rules contained in the Law do not apply to the Company.

DEFINITIONS AND INTERPRETATION

2. In this Constitution unless the context otherwise indicates:

- (a) **"Company"** means Australian College of Ministries.
- (b) **"Directors"** means the directors for the time being of the Company.
- (c) **"Board"** means the board of directors for the time being of the Company.
- (d) **"Body"** has the meaning of "body" as defined in the Law.
- (e) **"Churches of Christ"** means collectively any of the state conferences of Churches of Christ in Australia, inclusive of:
 - (i) Churches of Christ in New South Wales which has the meaning set out in the Churches of Christ in New South Wales Incorporation Act 1947 (ABN 73 068 989 953)
 - (ii) Churches of Christ in Queensland Inc which has the meaning set out under letters patent issued pursuant to the Religious Educational & Charitable Institutions Act 1861-1959 on 18 January 1962 (ABN 28 953 930 342)
 - (iii) Churches of Christ in South Australia and Northern Territory Inc (ABN 72 700 201 397)
 - (iv) Churches of Christ in Western Australia Inc (ABN 31 572 638 871); and
 - (v) The Conference of Churches of Christ in Victoria and Tasmania Inc which has the meaning set out in The Churches of Christ in Victoria Property Act 1941 (ABN 26 403 323 495)
- (f) **"Churches of Christ Director"** means each person stipulated by a Churches of Christ member, or nominated by a Churches of Christ member, as a director of the Company.
- (g) **"Clause"** means a reference to a clause in this Constitution.
- (h) **"CMA"** means the Christian and Missionary Alliance of Australia Inc. (ABN 47 780 830 365).
- (i) **"CMA Director"** means each person stipulated by CMA, or nominated by CMA, as a director of the Company.
- (j) **"Determined Fee"** means such amount (if any) as may be determined from time to time by the Board.

- (k) **"Director"** means a director of the Company.
- (l) **"Director Nomination Notice"** means a notice to the Company setting out the name, address, date of birth and place of birth of each person nominated, by the member of the Company giving the notice, for appointment or nomination as a director of the Company. Subject to the provisions of the Constitution, such a notice may nominate one or more persons.
- (m) **"Director Rotation Date"** means each date specified in, or as otherwise determined under, **Clause 52** hereof.
- (n) **"Financial Year"** has the meaning set out in **Clause 71**.
- (o) **"Head of ACOM"** means the person who from time to time occupies the position of Principal of the religious and educational institution known as the Australian College of Ministries and if that position is abolished or ceases to exist and is replaced by another position, that position and in the event the position is abolished or ceases to exist and a replacement position is not established such position as the Board from time to time determines.
- (p) **"Law"** means the Corporations Act, 2001.
- (q) **"Member"** means a member of the Company and as the context requires means a natural person representing any Member at any meeting of the Members of the Company.
- (r) **"Membership Contributions"** means an annual contribution payable by each member towards the operational costs of ACOM.
- (s) **"Notice of a Breach"** is a written notice, delivered by the Company Secretary to a Member upon a resolution of the Directors or Members setting out the reason for the notice under **Clause 89(a)**.
- (t) **"Prescribed Application Form"** means the form set out in **Annexure A**.
- (u) **"Quorum Requirements"** means the requirements set out in **Clause 60(a) and Clause 60(b)**.
- (v) **"Representative Director"** means a director who is directly appointed by a member as a representative of that member.
- (w) **"Seal"** means the common seal of the Company (if any).

- (x) **"Secretary"** means the secretary for the time being of the Company, and if there are joint secretaries, any one or more of such joint secretaries.
- (y) **"Skills Based Director"** means a director who is elected by majority vote of the members, based upon their capabilities meeting a need within the board skills matrix.
- (z) **"Skills Matrix"** means the matrix in **Clause 44**.
- (aa) Division 10 of Part 1.2 of the Law applies in relation to this Constitution as if it were an instrument made under that Law as in force on the day when this Constitution becomes binding on the Company.
- (bb) Except so far as the contrary intention appears in this Constitution, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Law, the same meaning as in that provision of the Law.
- (cc) Words importing any one gender shall be deemed and taken to include all genders and the singular to include the plural and the plural the singular unless the contrary as to gender or number is expressly provided.
- (dd) The provisions of the definition of Head of ACOM shall apply, so far as possible, to each successor position of that position.

PURPOSE AND OBJECTS

- 3. The Company's principal purpose is to provide education. The objects of the Company are to advance the Christian religion and otherwise operate as a religious and educational institution. In furtherance of these objects, but not otherwise, the Company may exercise the following powers:
 - (a) to provide accredited vocational undergraduate and postgraduate Christian ministry and leadership training;
 - (b) to provide resources and accreditation for training in partnership with local churches, other institutions and agencies as deemed appropriate; and
 - (c) to do all such things as the directors may think incidental and conducive to the above objectives.

APPLICATION OF INCOME AND PROPERTY

- 4. (a) The income and property of the Company however derived will be applied solely towards the promotion of the objects of the Company as set out in this Constitution,

and no portion of the income or the property of the Company will be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to members of the Company.

- (b) No fees may be paid to the directors of the Company by way of remuneration for their services as directors provided that nothing in this clause will prevent payments in accordance with **Clause 54**.
- (c) Nothing in this Constitution shall prevent the payment in good faith to any member of the Company:
 - (i) for any services actually rendered to the Company; or
 - (ii) for goods supplied in the ordinary course of business; or
 - (iii) of interest (at normal commercial rates) on money borrowed from any member of the Company; or
 - (iv) reasonable and proper rent for premises leased from any member of the Company.

LIABILITY OF MEMBER

- 5. The liability of the members is limited.

CONTRIBUTION OF MEMBERS ON WINDING UP

- 6. Every member of the Company undertakes to contribute to the assets of the Company in the event of the Company being wound up while a member, or within one year of ceasing to be a member, such amount as may be required not exceeding ten dollars (\$10.00), for the payment of the debts and liabilities of the Company contracted whilst the member or past member as the case may be was a member of the Company, and the costs charges and expenses of winding up and for the adjustment of the rights of the contributors amongst themselves.

DISTRIBUTION OF PROPERTY ON WINDING UP

- 7. Where on the winding up of the Company or dissolution of the Company, there is a surplus of assets after satisfying all the Company's liabilities and expenses, the surplus will not be paid or distributed to the members of the Company but will be given or transferred to such other institution or body having objects similar to those described in **Clause 3**, and which is an institution or Body which is recognised by the Commissioner of Taxation as income tax exempt and which prohibits the distribution of income, profits or assets to its members. Such institution or Body will be determined by the members of the Company on or before

the time of such winding up or dissolution. Failing such determination the institution or Body shall be determined by application to the Supreme Court of New South Wales.

MEMBERSHIP

ELIGIBILITY, APPLICATION AND ADMISSION

8. Any Body committed to the objects of the Company may be a member of the Company provided:
- (a) Application for membership is made on the Prescribed Application Form (or in a form substantially similar to that Form approved by the Board) and the Determined Fee (if any) is paid;
 - (b) The Body agrees in writing to provide a guarantee of not less than ten dollars (\$10.00) to defray such liabilities and expenses of the Company upon its winding up or dissolution;
 - (c) The Body agrees in writing to the Membership Covenant of **Clause 81**;
 - (d) The Application for Membership has been accepted by the Board and such acceptance may be determined by the Board using any criteria as the Board alone may determine; and
 - (e) The Application for Membership has been accepted by a meeting of the members and such acceptance may be determined by the Members using any criteria as the Members alone may determine; and
 - (f) The name of the member has been entered in the Register of Members.

No natural person may be a member of the Company.

9. The Company may decline any application for membership and is not bound to give reasons why the application was not accepted.
10. The first members of the Company shall be the subscribers to this Constitution and they shall not be required to apply for membership.
11. The minimum number of members shall be one (1).

REGISTER OF MEMBERS

12. (a) The Company Secretary will maintain a Register of Members of the Company at the registered office.

- (b) When an applicant has been accepted for membership the Secretary will cause the member's name to be entered in the Register of Members and will send to the member written notice of the acceptance.
- 13. The address of a member in that Register will be the address of the member for the purpose of service of any notices to members.
- 14. The rights of any member will not be transferable.

CESSATION OF MEMBERSHIP

- 15. Membership of the Company will terminate upon:
 - (a) The Company receiving from a member a letter of resignation; or
 - (b) The winding up or dissolution of the member.
- 16. A member whose membership of the Company is terminated will be liable for all moneys due by that member of the Company in addition to any sum not exceeding ten dollars (\$10.00) for which the member is liable under **Clause 6** of this Constitution.
- 17. A member whose membership is terminated will not make any claim, monetary or otherwise, on the Company, its funds or property except as a creditor thereof.
- 18. Any Body who for any reason ceases to be a member shall no longer represent themselves in any manner as being a member.

MEETING OF MEMBERS

ANNUAL GENERAL MEETING

- 19.
 - (a) Subject to the Law unless the Company is not required to hold an Annual General Meeting, for example because the Company only has one (1) member, a general meeting of the Company shall be held at least once in every calendar year and within five (5) months after the end of the Company's financial year at such time and place as may be determined by the Directors. That meeting shall be called the "Annual General Meeting" and all other meetings of the Company shall be called "general meetings".
 - (b) The business of the Annual General Meeting must include such business as is required, from time to time, to satisfy the requirements of the Law even if not referred to in the notice of the meeting and, without limitation, shall include:
 - (i) the consideration of the annual financial report, the director's report and the auditor's report;

- (ii) as and when necessary, the appointment of the auditor;
- (iii) the fixing of the auditor's remuneration.
- (iv) The election of skills-based directors; and
- (v) The fixing of annual Membership Contributions

CONVENING GENERAL MEETINGS

20. Any Director may whenever the Director thinks fit convene a meeting of the Company's Members and the Directors must convene a meeting of the Company's members if requested to do so by any member.

NOTICE OF GENERAL MEETINGS

21. A notice of meeting of the Company's members shall specify:
- (a) the place, the day and the time of the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
 - (b) the general nature of the business to be transacted at the meeting; and
 - (c) such other information as is required by section 249L of the Law.
22. The Company may hold a meeting of its members at two or more venues using any technology that gives the members as a whole a reasonable opportunity to participate.
23. Subject to the provisions of the Law relating to agreements for shorter notice, at least 21 days' notice must be given of a meeting of the Company's members.
24. (a) Notice of every meeting of the Company's members shall be given in the manner authorised by **Clause 77** to:
- (i) every member and to every Director; and
 - (ii) the auditor for the time being of the Company.
- (b) No other person is entitled to receive notices of meetings of the Company's members.

CHAIRPERSON OF GENERAL MEETINGS

25. (a) The Chairperson of the Board shall preside as Chairperson at every General Meeting.

- (b) If there is no Chairperson or the Chairperson is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act for all or part of the meeting, the members present shall elect one of their number to be Chairperson of the meeting (or part of it).

QUORUM FOR GENERAL MEETINGS

- 26. (a) No business shall be transacted at any meeting of the Company's members unless a quorum of members is present at the time when the meeting proceeds to business.
- (b) Subject to **Clause 27(c)** a quorum for a meeting of the members is all of the members.
- (c) For the purpose of determining whether a member, or a quorum, is present, a person attending as a proxy, or as representing a body that is a member, shall be deemed to be a member.

ADJOURNMENT OF GENERAL MEETINGS

- 27. (a) If a quorum is not present within fifteen (15) minutes from the time appointed for any meeting of the Company's members (the "**First Meeting**") but one (1) member is present the First Meeting shall stand adjourned to such day, and to such time and place, as the member who is present determines, provided that the adjourned date must be more than six (6) days after and not later than fifteen (15) days after, the date of the First Meeting.
- (b) The Secretary must give notice of the adjourned meeting to each of the members within two (2) days of the date of the First Meeting. While that notice must be given it is not necessary to give any notice of the business to be transacted at the adjourned meeting.
- (c) If at the adjourned meeting a quorum is not present within fifteen (15) minutes from the time appointed for the meeting, but a person representing one (1) member is physically present that person shall, for all purposes, be the proxy of, and in attendance as the proxy of, each member, and as a representative of each member (without any other formalities or requirements being observed) and the meeting may proceed. Nothing in **Clauses 37 to 41** inclusive will abrogate, or derogate from the operation of this **Clause 27(c)**.
- (d) At the meeting any resolutions set out in the notice of the First Meeting may be passed, along with any other necessary procedural resolutions including procedural resolutions to give effect to, or to implement, any resolutions set out in

the notice of the First Meeting. Apart from the resolutions set out in the notice of the First Meeting and any necessary procedural resolutions which are necessary or required to give effect to or implement any resolution set out in the notice of the First Meeting, no other resolutions may be passed at the adjourned meeting.

28. (a) The Chairperson shall adjourn a meeting of the Company's members at which a quorum is present from time to time and from place to place if the members present agree or direct the Chairperson to do so. In respect of any such adjourned meeting unless the members of the Company unanimously agree, no business shall be transacted at the adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (b) When a meeting of the Company's members is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (c) Except as provided by **Clause 28(b)**, it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

VOTING AT GENERAL MEETINGS

29. (a) At any meeting of the Company's members:
- (i) a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before a vote is taken or immediately after the declaration of the result of the show of hands) demanded by any members present;
 - (ii) when Churches of Christ members are present and vote, whether on a show of hands or on a poll, Churches of Christ members shall be deemed to have cast, in proportions to their shared membership percentages, eighty percent (80%) of the votes cast by members entitled to vote on the resolution. For the avoidance of doubt, each Churches of Christ member will vote independently of the other, utilising their share of 80% of the total votes; and
 - (iii) when CMA is present and votes, whether on a show of hands or on a poll, CMA shall be deemed to have cast twenty percent (20%) of the votes cast by members entitled to vote on the resolution.
- (b) Unless a poll is so demanded, a declaration by the Chairperson that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of

the proceedings of the Company, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

- (c) The demand for a poll may be withdrawn.
 - (d) A reference to a member being present means that a person who represents the member is present.
30. If a poll is duly demanded, it shall be taken in such a manner as the Chairperson directs and unless the meeting is adjourned, the result of the poll will be deemed to be the resolution of the meeting at which the poll was demanded.
31. A poll demanded on the election of a Chairperson or on a question of adjournment shall be taken immediately.
32. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting of the Company's members at which the show of hands takes place or at which the poll is demanded will have a casting vote in addition to any vote the Chairperson may have in the capacity as a member.
33. Subject to any rights or restrictions for the time being attached to any member at meetings of the Company's members or classes of members each member entitled to vote may vote in person or by proxy (as to which see **Clauses 37-41**) or attorney or Representative (as to which see **Clause 36**).
34. A member is not entitled to vote at a meeting of the Company's members unless all sums presently payable by that member in respect of the Company have been paid.
35. (a) An objection may be raised to the qualification of a voter only at the meeting or adjourned meeting at which the vote objected to is given or tendered.
- (b) Any such objection shall be referred to the Chairperson of the meeting of the Company's members, whose decision is final.
- (c) A vote not disallowed pursuant to such an objection is valid for all purposes.

REPRESENTATIVES

36. A member of the Company who is entitled to attend and cast a vote at a meeting of the Company's members:
- (a) may appoint a person as the member's representative to attend a meeting of the Company's members in accordance with section 250D of the Law; or

- (b) may appoint a person as the member's representative by a notice to that effect given by the member to the Company.

PROXIES

- 37. A member of the Company who is entitled to attend and cast a vote at a meeting of the Company's members may appoint a person as the member's proxy to attend and vote for the member at the meeting.
- 38.
 - (a) An instrument appointing a proxy shall be in writing under the hand of the appointor or, if the appointor is a Body, either under seal or executed in accordance with the Law or under the hand of an officer or attorney duly authorised.
 - (b) An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where an instrument of proxy so provides, the proxy is not entitled to vote on the resolution except as specified in the instrument.
 - (c) An instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- 39. An instrument appointing a proxy shall be in the following form or in a form that is as similar to the following form as the circumstances allow:

Australian College of Ministries ("Company")

Appointment of Proxy

..... ("Appointor")

hereby
appoints

..... of

..... or, in that person's absence,

..... of

.....as the Appointor's proxy to represent, and vote for,

the Appointor at any meeting of the members of

the Company

This Appointment shall have effect until it is revoked. The delivery to the Company of a further Appointment of Proxy dated after this Appointment shall revoke the Appointment.

SIGNED on behalf of the Appointor this day of
.....,

- 40. An instrument appointing a proxy or an attorney or a representative shall not be treated as valid unless the instrument, is deposited prior to, or is tabled at, the meeting or adjourned meeting at which the person named in the instrument proposes to vote. Any document to be deposited must be deposited at the registered office of the Company or at such other place in Australia as is specified for that purpose in the notice convening the meeting.
- 41. A vote given in accordance with the terms of an instrument of proxy or of a power of attorney is valid notwithstanding the revocation of the instrument (or of the authority under which the instrument was executed) or of the power, if no disclosure in writing of the revocation is made before the commencement of the meeting or adjourned meeting at which the instrument is used or the power is exercised.

DIRECTORS

APPOINTMENT AND REMOVAL OF DIRECTORS

- 42. A Director of the Board must have the suitable qualifications, skills and experience to discharge the function of a member of the Board as determined by the Board from time to time.
- 43. The number of Directors shall be not less than six (6) and not more than ten (10). The Company may from time to time by resolution passed in accordance with the Law increase or reduce the number of Directors.
- 44. (a) The Directors of the board will ordinarily be composed to meet the skills-based board matrix:
 - At least four (4) directors with theological qualifications
 - At least two (2) directors with pastoral experience
 - At least two (2) directors with higher education experience

At least two (2) directors with legal, financial or accounting qualifications and experience

At least two (2) directors with not-for-profit senior management experience

At least four (4) directors with not-for-profit senior governance experience

- (i) Both Representative and Skills-Based Directors will be included in meeting the skills-based board matrix; and
 - (ii) Directors may meet more than one category
 - (b) At least 80% of directors must be active members within one of the Member's local churches;
 - (c) In order to strengthen the breadth of perspective, and follow governance best practice, the Members will seek to consider gender, ethnic and generational representation; and
 - (d) Where Members do not nominate or elect sufficient directors to fill the skills-based matrix, the Board of Directors can appoint a director in the interim period
45. (a) Each Member may appoint one (1) representative person to be a director of the Company by giving the Company one Director Nomination Notice.
- (b) Each Member may nominate up to two (2) skills-based persons to be directors of the Company by giving the Company one or more Director Nomination Notices.
- (c) Each Director shall hold office subject to **Clause 53**.
- (d) Where a Director Nomination Notice is in respect of a person who is not already a Director it must be accompanied by the consent in writing of the person nominated in the notice.
- (e) *(Clause deleted March 2024)*
- (f) When a Director Nomination Notice is given for a Representative Director it shall have effect to appoint as a director of the Company the person nominated in the Notice for appointment as a director of the Company.
- (g) *(Clause deleted March 2024)*
- (h) When a Director Nomination Notice is given for a Skills-Based director it shall have effect to nominate that person as a director of the Company for election by majority at the Company's AGM.
- (i) *(Clause deleted March 2024)*

- (j) The Secretary shall record, from time to time, in the records of the Company:
 - (i) those persons who are Representative Directors; and
 - (ii) those persons who are Skills-Based Directors.
46. In the event of a vacancy or vacancies in the office of a Director or offices of Directors other than on a Director Rotation Date:
- (a) A Member may give the Company a Director Nomination Notice nominating such persons as may be necessary to fill the role as Representative Director on the Board; and
 - (b) A Member may give the Company a Director Nomination Notice nominating such persons as may be necessary to fill the role as Skills-Based Director on the Board; and
 - (c) In the event the Members do not appoint sufficient directors to fill the skills-based matrix, the Board of Directors can appoint a director in the interim period.
47. (a) *(Clause deleted 2 November 2022)*
- (b) Any Director appointed under **Clause 46(b)** shall retire on the Director Rotation Date which first occurs after the expiration of three (3) rotations from the date of that Director's appointment and that Director shall be taken into account in determining the number of Directors who are to retire by rotation at the relevant Director Rotation Date.
 - (c) Any Director appointed under **Clause 46(c)** shall retire on the Director Rotation Date after the date of that Director's appointment and that Director shall be taken into account in determining the number of Directors who are to retire by rotation at the relevant Director Rotation Date.
48. A Director shall be entitled to receive notices of, and attend and speak at, meetings of the Company's members.
49. In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Law, the office of a Director becomes vacant if the Director:
- (a) dies or 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;
 - (b) resigns their office by notice in writing to the Company;

- (c) without the consent of the Board holds any other office of profit under the Company; or
 - (d) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of their interest as required by **Clause 67**; or
 - (e) is removed from office by a unanimous resolution of the Members.
50. The person who holds the position Head of ACOM shall have the right to:
- (a) receive notices of, and attend and speak at, meetings of the Directors; and
 - (b) receive notices, of, and attend and speak at, meetings of the Members.

The Head of ACOM may not be a Director of the Company and shall not have any right to vote at any such meetings.

DEFECTS IN APPOINTMENT OF DIRECTORS

51. All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of a person to be a Director or a member of the committee, or to act as a Director, or that person so appointed was disqualified, as valid as if the person had been duly appointed and was qualified to be a Director or to be a member of the committee.

DIRECTOR ROTATION DATE

52. Until otherwise determined by a resolution of the Members, the “**Director Rotation Date**” is the AGM in each year. The Members may at any time, and from time to time, by a resolution alter the Director Rotation Date as they see fit in which event the Director Rotation Date shall be the date the Members so determine until a further resolution of the Members determines otherwise.

ROTATION OF DIRECTORS

53. The following provisions shall apply to all Directors:
- (a) On each Director Rotation Date, each Skills-Based Director who has been in office for three director rotation dates, or in excess of three years since the Director was last appointed, shall retire. Any Skills-Based Director who retires under the provisions of **Clause 47(b)** or this **Clause 53(a)** shall be eligible for reappointment

under **Clause 53(b)** until the third Director Rotation Date following the date of the Directors' reappointment.

- (b) On each Director Rotation Date on which any Skills-Based Directors retire in the manner aforesaid a Member may, by a Directors Nomination Notice nominate, persons to fill the vacated office by nominating persons to be Directors for terms ending on the third Director Rotation Date after the date of their appointment. Nothing will preclude a Member nominating, as a Director pursuant to this clause, any person who retires under **Clause 53(a)** nor preclude any such person being appointed under this clause on multiple occasions.
- (c) Where nomination for a Skills-Based person has been received from the CMA, at least one CMA Skills-Based director must be appointed. For the avoidance of doubt, unless no nominations from CMA have been received, a minimum of two CMA directors will be appointed to the Board at any time.
- (d) *(clause deleted March 2024)*
- (e) If, on any Director Rotation Date a vacancy for a Skills-Based Director exists, any Member may nominate a director to fill that role subject to a maximum of two Skills-Based Directors being elected to the board for each member.
- (f) *(clause deleted March 2024)*
- (g) Subject to the provisions of the Law a Member may at any time by notice to the Company remove any Representative Director before the expiration of such Director's period of office and, if so desired, appoint another person in such Director's stead. The person so appointed shall hold office during such time only as the Director in whose place such Director is appointed would have held office if such Director had not been removed.
- (h) Subject to the provisions of the Law a unanimous resolution of the Members may at any time by notice to the Company remove any Skills-Based Director before the expiration of such Director's period of office or, if so desired, appoint another person in such Director's stead. The person so appointed shall hold office during such time only as the Director in whose place such Director is appointed would have held office if such Director had not been removed.
- (i) No person (not being a retiring Director) shall be eligible for appointment to the office of Director unless a notice in writing signed by such person giving such Director's consent to the appointment is given to the Company before the appointment is made.

- (j) The Members may, by majority resolution, determine to reduce a Skills-Based Director's Director Rotation Date to a one or two rotation cycle.

REMUNERATION OF DIRECTORS

54. The Directors shall not be paid by way of remuneration for their services provided that:
- (a) reimbursement of out-of-pocket expenses incurred in carrying out the duties of a director shall be paid where the payment does not exceed the amount previously approved by the Board; or
 - (b) payment for any service rendered to the Company in a professional or technical capacity shall be made where the provision of that service has the prior approval of the Board and the amount payable is approved by a resolution of the Board and is on reasonable commercial terms; or
 - (c) payment is as an employee of the Company where the terms of employment have been approved by resolution of the Board.

POWERS AND DUTIES OF DIRECTORS

55. (a) Subject to the Law and to any other provision of this Constitution, the business of the Company shall be managed by the Directors, who may pay all expenses incurred.
- (b) Without limiting the generality of **Clause 55(a)**, the Directors may exercise all powers of the Company to borrow money, to charge any property or business of the Company or all or any of its uncalled capital and to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.
56. (a) The Directors may, by power of attorney, appoint any person or persons (either by name or by reference to position or office held) to be the attorney or attorneys of the Company for such purposes, with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors), for such period and subject to such conditions as they think fit.
- (b) Any such power of attorney may contain such provisions for the protection and convenience of persons dealing with the attorney as the Directors think fit and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in them.
57. All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, shall be signed, drawn,

accepted, endorsed or executed, as the case may be in such manner as the Directors determine.

MEETINGS OF DIRECTORS

58. Subject to **Clause 60**, the Board of Directors may meet together for the dispatch of business and adjourn and otherwise regulate its meetings as it thinks fit.

CONVENING MEETINGS OF DIRECTORS

59. The Board may at any time, and any Director may at any time, convene a meeting of the Directors. Notice of a meeting of Directors convened by the Board must be given by the Secretary, on behalf of the Board. Notice of a meeting of the Directors convened by a Director must be given by that Director. Such a notice must be given to each Director (and any alternate Director appointed under **Clause 63(a)**) and must specify the time, date and venue of the meeting.

QUORUM REQUIREMENTS FOR DIRECTORS' MEETINGS

60. (a) Subject to **Clauses 60(b), 60(c) and 60(d)**, at any meeting of the Directors, to constitute a quorum:
- (i) a majority of the directors in office at the date of the meeting must be present.;
 - (ii) more than half of the directors present must be Church of Christ Directors; and
 - (iii) at least one (1) CMA Director (or an alternate Director appointed by a CMA Director) must be present.
- (b) If a meeting of Directors is called for a date which is more than twenty seven (27) days after the date the service of the notice of the meeting is effected and a CMA Director (or an alternate Director appointed by a CMA Director) is not present at the meeting the requirement that a CMA Director (or an alternate Director appointed by a CMA Director) must be present to constitute a quorum shall be waived.
- (c) If the Chairperson determines in good faith, having regard to the relevant facts and circumstances that, in the interests of the Company, it is necessary that a meeting of Directors be convened on less than twenty seven (27) days' notice, the Chairperson may convene a meeting of the Directors provided that the meeting of Directors is called for a date which is more than five (5) days after the date the service of the notice of the meeting is effected and if a CMA Director (or an

alternate Director appointed by a CMA Director) is not present at the meeting the requirement that a CMA Director (or an alternate Director appointed by a CMA Director) must be present to constitute a quorum shall be waived. It shall not be competent for any meeting of the Directors convened under this **Clause 60(c)** to pass any resolutions which directly and adversely affect the rights of CMA as a member of the Company. For the avoidance of doubt, where any resolution is passed which affects each Member in a substantially similar manner any such resolution will not constitute a resolution which directly and adversely affects the rights of CMA as a member of the Company.

- (d) Where the CMA Directors in office at any time consent, in writing or by email, to the provisions of **Clause 60(a)(iii)** being waived, the requirement that a CMA Director (or an alternate Director appointed by a CMA Director) must be present to constitute a quorum at a Director's meeting shall be waived.

CHAIRPERSON AND OFFICE BEARERS

- 61. (a) The Chairperson must be a Skills-Based Director.
- (b) At the first Directors' meeting after each Director Rotation Date and at any meeting of the Directors where the Chairperson has ceased to be a Director, the Directors shall appoint as the Chairperson the Director who is to hold that office from the date of that meeting until the earlier of:
 - (i) the date of the first Directors' meeting after the next Director Rotation Date; and
 - (ii) the date that Director ceases to hold office as a Director.
- (c) Where a meeting of the Directors is held and:
 - (i) a Chairperson has not been elected as provided by **Clause 61(b)**; or
 - (ii) the person so elected is not present within ten (10) minutes after the time appointed for the holding of the meeting or is unwilling to act for all or part of the meeting; or
 - (iii) the Chairperson has ceased to be a Director,the Directors present shall elect one of their number to be Chairperson of such meeting or part of it.
- (d) Any Director may be elected as the Chairperson for successive terms, without limit.

VOTING AT DIRECTORS' MEETINGS

62. (a) Subject to this Constitution, questions arising at a meeting of Directors shall be decided by a majority of the votes of the Directors present and voting and any such decision shall for all purposes be deemed a decision of the Directors.
- (b) In a case of an equality of votes, the Chairperson of the meeting shall have a casting vote in addition to any vote the Chairperson may have in the capacity as a Director.

ALTERNATE DIRECTORS

63. (a) A Director may, with the approval of the other Directors, appoint a person (whether a member of the Company or not) to be an alternate Director in that Director's place during such period as he or she thinks fit.
- (b) An alternate Director is entitled to notice of meetings of the Directors and, if the appointor is not present at such a meeting, is entitled to attend and vote in that Director's stead.
- (c) An alternate Director may exercise any powers that the appointor may exercise and the exercise of any such power by the alternate Director shall be deemed to be the exercise of the power by the appointor.
- (d) An alternate Director shall, for the purpose of **Clause 62**, be an appointee of the Member who appointed the Director for whom the alternate Director is the alternate.
- (e) The appointment of an alternate Director may be terminated at any time by the appointor notwithstanding that the period of the appointment of the alternate Director has not expired, and terminates in any event if the appointor ceases to hold office as a Director.
- (f) An appointment, or the termination of an appointment, of an alternate Director shall be effected by a notice in writing signed by the Director who makes or made the appointment and served on the Company.

DELEGATION OF POWERS

64. (a) The Directors may delegate any of their powers to a committee or committees consisting of such of their number as they think fit.

- (b) A committee to which any powers have been so delegated shall exercise the powers delegated in accordance with any directions of the Directors and a power so exercised shall be deemed to have been exercised by the Directors.
- (c) The members of such a committee may elect one of their number as Chairperson of their meetings.
- (d) Where such a meeting is held and:
 - (i) a Chairperson has not been elected as provided by **Clause 64(c)**; or
 - (ii) the person so elected is not present within ten (10) minutes after the time appointed for the holding of the meeting or is unwilling to act for all or part of the meeting,

the members present shall elect one of their number to be Chairperson of the meeting or part of it.
- (e) A committee may meet and adjourn as it thinks proper.
- (f) Questions arising at a meeting of a committee shall be determined by a majority of votes of the members present and voting.
- (g) In the case of an equality of votes, the Chairperson shall not have a casting vote in addition to any vote the Chairperson may have in the capacity as a committee member.

ELECTRONIC MEETINGS OF DIRECTORS

65. (a) Without limiting the generality of **Clause 58**, a meeting of Directors may be called or held using any technology consented to by all the Directors. A consent of a Director for the purposes of this Clause may be a standing one. A Director may only withdraw his consent within a reasonable time before the meeting of Directors.
- (b) For the purposes of this Constitution, the contemporaneous linking together by an instantaneous communication device of a number of Directors not less than the quorum, whether or not any one or more of the Directors is out of Australia, shall be deemed to constitute a meeting of the Directors and all the provisions of this Constitution as to meetings of the Directors shall apply to any such meeting held by an instantaneous communication device so long as the following conditions are met:

- (i) All the Directors for the time being entitled to receive notice of the meeting of Directors (including any alternate for any Director) shall be entitled to notice of a meeting held by an instantaneous communication device and to be linked by an instantaneous communication device for the purpose of such meeting. Notice of any such meeting shall be given on the instantaneous communication device or in any other manner permitted by this Constitution; and
 - (ii) Each of the Directors taking part in the meeting by an instantaneous communication device must be able to hear each other of the Directors taking part at the commencement of the meeting.
- (c) A Director may not leave a meeting held by an instantaneous communication device by disconnecting their instantaneous communication device unless they have previously expressly notified the Chairperson of the meeting of their intention to leave the meeting and a Director shall be conclusively presumed to have been present and to have formed part of the quorum at all times during such a meeting until such notified time of their leaving the meeting.
- (d) A minute of the proceedings at meetings held by an instantaneous communication device shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the Chairperson of the meeting.
- (e) For the purpose of this Clause "instantaneous communication device" shall include telephone, television or any other audio and/or visual device which permits instantaneous communication.

CIRCULATING RESOLUTIONS

- 66.
 - (a) If all the Directors entitled to vote on a resolution have signed a document containing a statement that they are in favour of a resolution of the Directors in terms set out in the document, a resolution in those terms shall be deemed to have been passed at a meeting of the Directors held on the day on which the document was signed and at the time at which the document was last signed by a Director or, if the Directors signed the document on different days, on the day on which, and at the time at which, the document was last signed by a Director.
 - (b) For the purposes of **Clause 66(a)**, two or more separate documents containing statements in identical terms each of which is signed by one or more Directors shall together be deemed to constitute one document containing a statement in

those terms signed by those Directors on the respective days on which they signed the separate document.

- (c) For the purposes of **Clause 66(a)**, emails containing statements in identical terms each of which is sent to the Company by each Director shall together be deemed to constitute one document containing a statement in those terms signed by those Directors on the respective days on which they send their respective emails.

DIRECTORS' CONFLICTS OF INTEREST

67. (a) Subject to the Law no Director shall be disqualified by their office from contracting or entering into any arrangement with the Company either as vendor, purchaser, or otherwise, nor shall any such contract or arrangement or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or agreement, by reason of such Director holding that office or of the fiduciary relation thereby established, but every Director shall observe the provisions of Section 191 of the Law relating to the disclosure of the interest of Directors which might create duties or interests in conflict with their duties or interests as Directors as if the Company were a proprietary company.
- (b) Subject to the Law, a Director shall not act as a Director or whilst present at a meeting of Directors vote in respect of any contract or arrangement in which such Director has an interest in the manner described in **Clause 67(a)** being considered at that meeting.
- (c) A Director who is interested in any contract or arrangement as aforesaid may notwithstanding such interest attest the affixing of the Seal of the Company to any document evidencing or otherwise connected with such contract or arrangement.

ADMINISTRATION

MINUTES

68. The Directors will cause minutes of:
- (a) all proceedings and resolutions of meetings of the Company's members;
 - (b) all proceedings and resolutions of meetings of the Directors, including meetings of a committee of Directors;
 - (c) resolutions passed by members without a meeting; and

(d) resolutions passed by Directors without a meeting,

to be duly entered into the books kept for that purpose in accordance with the Law.

69. A minute recorded and signed in accordance with the Law is evidence of the proceeding, resolution or declaration to which it relates, unless the contrary is proved.

70. Books containing the minutes of the Company's members and resolutions passed by members without a meeting will be open for inspection by any member free of charge.

ACCOUNTS

71. (a) The Directors will cause to be kept proper books of accounts in which will be kept true and complete accounts of the affairs and transactions of the Company. Proper books will not be deemed to be kept unless the books give a true and fair view of the state of the Company's affairs and explain its transactions.

(b) The Financial Year of the Company ("**Financial Year**") will begin on the first day of January and end on the thirty first day of December.

(c) The accounts will be held at the registered office or any other place as the Directors think fit.

(d) The accounts will always be open to inspection by the Directors.

(e) The Directors must cause the Company to prepare and send to the Members, in respect of each Financial Year, a copy of each financial report, directors' report and any other report the Company is required under the Law to prepare, and must also cause the Company to send to the Members a copy of the auditor's report in respect of each Financial Year. The reports referred to must be sent to the Members within five (5) months of the end of each Financial Year.

AUDIT

72. (a) A registered company auditor must be appointed.

(b) The remuneration of the auditor must be fixed and the auditor's duties regulated in accordance with the Law.

INSPECTION OF RECORDS

73. Subject to the Law, the Directors shall determine whether and to what extent, and at what time and places and under what conditions, the accounting records and other documents of the Company or any of them will be open to the inspection of members other than Directors, and a member other than a Director does not have the right to inspect any

document of the Company except as provided by law or authorised by the Directors or by the Company in meeting of the Company's members.

DIVIDENDS AND RESERVES

74. No payment of dividends or other distributions to members shall be made.

EXECUTIONS OF DOCUMENTS

75. The Company may execute a document without using a seal if the document is signed by:

- (a) two Directors; or
- (b) one Director and one Secretary; or
- (c) one Director and another person appointed by the Directors for that purpose.

An electronic signature may be affixed to a document with written or emailed permission of the signatory.

ALTERATION OF CONSTITUTION

76. The Company may only alter this Constitution by special resolution passed at a general meeting of the members or pursuant to Section 249B of the Law.

NOTICES

77. (a) A notice may be given by the Company to any member , or any director:
- (i) by serving it personally or by hand delivery to the address as shown in the register of members or the address supplied by the member or the director, as the case may be, for the giving of notices;
 - (ii) by sending it by post to the address as shown in the register of members or the address supplied by the member or the director, as the case may be, for the giving of notices;
 - (iii) by sending it by facsimile transmission to a facsimile number supplied by the member or the director, as the case may be, for the giving of notices; or
 - (iv) by sending the notice to the electronic address nominated by the member or the director, as the case may be, for the giving of notices;
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effective by properly addressing, prepaying and posting a letter containing the notice, and

to have been effected, in the case of a notice to a member or to a director, on the third (3rd) 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.

- (c) Where a notice is sent by facsimile, service of the notice shall be deemed to be effected on receipt by the Company of a transmission report confirming successful transmission.
- (d) Where a notice is sent by electronic means (email) service of the notice shall be deemed to be effected on receipt by the Company or the person sending the notice (as the case may be) of a transmission report confirming successful transmission.
- (e) A notice may be given by the Company to joint members by giving notice to the joint member first named in the register of members.

OFFICERS: INDEMNITIES AND INSURANCE

78. (a) To the extent permitted by the Law:
- (i) the Company indemnifies every person who is or has been an Officer of the Company or of a wholly-owned subsidiary of the Company against any liability for costs and expenses incurred by that person in defending any proceedings in which judgement is given in that person's favour, or in which the person is acquitted, or in connection with an application in relation to any proceedings in which the Court grants relief to the person under the Law; and
 - (ii) the Company indemnifies every person who is or has been an Officer of the Company or of a wholly-owned subsidiary of the Company against any liability incurred by that person, as an Officer of the Company or of a wholly-owned subsidiary of the Company, to another person (other than the Company or a related body corporate of the Company) unless the liability arises out of conduct involving a lack of good faith.
79. The Company may pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been an Officer of the Company or of a subsidiary of the Company against a liability:
- (a) incurred by the person in their capacity as an Officer of the Company or a subsidiary of the Company or in the course of acting in connection with the affairs of the Company or a subsidiary of the Company or otherwise arising out of the Officer's holding such office provided that the liability does not arise out of conduct

involving a wilful breach of duty in relation to the Company or a subsidiary of the Company or a contravention of Sections 182 and 183 of the Law; or

- (b) for costs and expenses incurred by that person in defending proceedings, whatever their outcome.

80. In **Clauses 78 and 79**:

- (a) the term "proceedings" means any proceedings whether civil or criminal, being proceedings in which it is alleged that the person has done or omitted to do some act, matter or thing in their capacity as such an Officer or in the course of acting in connection with the affairs of the Company or a wholly-owned subsidiary (in **Clause 78**) or subsidiary (in **Clause 79**) of the Company or otherwise arising out of the Officer's holding such office (including proceedings alleging that he was guilty of negligence, default, breach of trust or breach of duty in relation to the Company or a wholly-owned subsidiary (in **Clause 78**) or subsidiary (**Clause 79**) of the Company; and
- (b) the term "Officer" has the meaning given to that term in Section 9 of the Law.

MEMBERSHIP COVENANT

81. In order to fulfil the Objectives of ACOM, each Member will agree to:

- (a) cooperate with the other Members;
- (b) not use confidential information of the Company or other Members in a way which damages or is reasonably likely to damage the Company or another Member;
- (c) use their best endeavours to enable the Company to operate in a successful and financially responsible manner;
- (d) not unreasonably delay an action, approval, direction, determination or decision which is required of the Member;
- (e) make approvals or decisions that are required of the Member in good faith and in the best interests of and conduct of the Company;
- (f) be just and faithful in the Member's activities and dealing with the other Members and with the Company;
- (g) make arrangements for the good governance and management of the Company;
- (h) use their best endeavours to enhance the reputation of ACOM, to promote ACOM and its activities and to enable ACOM, and cause ACOM, to provide enhanced

quality theological, religious and educational training to the Members and to the wider constituency of potential students of ACOM;

- (i) refrain from establishing or conducting either itself or by any Affiliate of it, any registered higher education provider or registered training organisation providing theological education or any accredited course of study in competition with ACOM while the Member is a member of the Company; and
- (j) to use their best endeavours to cause ACOM to be the preferred theological, religious and education provider for their bodies.

MEMBERSHIP CONTRIBUTIONS

82. (a) Each member shall contribute to the Company an annual membership contribution.
- (b) The Board of Directors will recommend a Membership Contribution Structure to the AGM for approval by the members; and
- (c) Where no new contribution structure is approved by the AGM, prior year membership contributions will continue subject to an annual Consumer Price Index (CPI) increase:
- (i) CPI will be adjusted from the first of July of each year
 - (ii) CPI will be calculated based on the annual CPI published by the Australian Bureau of Statistics, based on the twelve months prior to the thirtieth day of June of each year

MEMBERS'S ADVISORY GROUP

83. For the purpose of:
- (a) maintaining and enhancing the relationship of the Members;
 - (b) reviewing the Objectives and operations of ACOM; and
 - (c) considering and determining joint policies concerning the Company

The Members shall facilitate the formation of an Advisory Group ("Members Advisory Group") which will meet as and when arranged to consider the matters set out in **Clause 83** and to make such recommendations to the Board in respect of those matters as the Members Advisory Group considers fit.

84. The Secretary shall, in consultation with the Chairperson and the Head of ACOM:

- (a) convene at least one meeting of the Advisory Group in each year at a convenient time and place determined by the Secretary after consultation with the Members. Where it is practical to do so a meeting of the Members Advisory Group shall be held in conjunction with the Annual General Meeting, and
 - (b) as and when requested by a Member, the Chairperson or the Head of ACOM, convene such additional meetings of the Advisory Group at a convenient time and place determined by the Secretary after consultation with the Members.
85. The Members Advisory Group shall consist of:
- (a) The Chairperson;
 - (b) The Head of ACOM;
 - (c) Up to two (2) persons nominated by each Member; and
 - (d) The Secretary of the Company
86. The Members Advisory Group's role is limited to the role described in **Clause 83** and it will not, and it is not intended that it will, in any way derogate from the role of the Directors and/or the Members in regard to the Company.
87. In addition to the Company's obligations to report, and provide information to the Members under the Law and the Constitution, the Board will report, at least once every year or as otherwise required, to the Members in respect of:
- (a) The financial performance of the Company;
 - (b) The principal activities of the Company;
 - (c) Any material matters arising out of the Membership Covenant and Members Advisory Group; and
 - (d) Anything material to the interests of the Company which has come to the attention of the Board.

MEMBERSHIP DEFAULT

88. If any of the Events of Default specified in **Clause 89** occur in relation to a Member (Defaulting Member'), then the Defaulting Member is deemed to have issued a letter of resignation as a Member of the Company for the purposes of **Clause 15(a)**.
89. The events referred to in **Clause 88** are:

- (a) If a Member breaches any provision of the Constitution and fails to rectify that breach within thirty (30) days after receiving a notice of that breach requesting that the breach be remedied; or
- (b) If a Member has:
 - (i) An application for the winding up of the Member presented against it (that is not discharged or withdrawn within ten (10) Business Days of its presentation), or an order is made, or a resolution is passed, or a meeting summoned or convened for the purpose of considering a resolution for its winding up; or
 - (ii) A receiver, or receiver and manager, is appointed over its assets or undertaking any part of them; or
 - (iii) An administrator, trustee, contractor, liquidator or provisional liquidator appointed for all or any part of its assets or undertaking; or
 - (iv) Entered into or resolved to enter into an arrangement, composition or compromise with, or assignment for the benefit of its creditors generally or any class of creditors or proceedings are commenced to sanction such an arrangement, composition or compromise other than for the purposes of a bona fide scheme of solvent reconstruction or amalgamation; or
 - (v) A meeting of its Directors, Member or creditors is convened, summoned or held for the purpose of considering or agreeing to any resolution for the winding up or administration of the Member.

MANAGEMENT

90. The Company will be managed on a day-to-day basis by the Head of ACOM who will report and be responsible to the Board for the activities and operations of the Company.

WINDING UP

91. Subject to **Clause 7**, the Company may be dissolved by a special resolution of members at a meeting of the Company.

ANNEXURE A

(Prescribed Application Form)

(Clause 8(a))

**APPLICATION FOR MEMBERSHIP OF AUSTRALIAN COLLEGE OF MINISTRIES
(ABN 96 130 267 604)**

(incorporated under the *Corporations Act 2001*)

.....

(full name of applicant)

ABN:

of.....

(address)

(the “**Applicant**”):

- (a) hereby applies to become a member of the abovenamed Company.
- (b) agrees it has been provided with, and has read and understands, the Constitution of the Company;
- (c) in the event of the Applicant's Application for Membership being granted, agrees to be bound by the Constitution of the Company for the time being in force; and
- (d) guarantees to pay not less than \$10.00 to the Company to defray the liabilities and expenses of the Company upon its winding up or dissolution.

EXECUTED for and on behalf of

the Applicant

by: _____ (the "Signatory")

(Print full name)

who warrants by signing this document:

- (a) the Signatory holds the following position with the Applicant:

(print description of position)

and

- (b) the Signatory is authorised by the Applicant to sign this document on the Applicant's behalf .

(signature of Signatory)

Date signed:
