

*Constitution of
Family Radio Limited
ACN 067 249 281*

The Corporations Act

A company limited by guarantee

Registered in Queensland

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Family Radio Limited

Constitution of Family Radio Limited, a public company limited by guarantee.

1. Definitions and Interpretation

1.1 Definitions

The following definitions apply in this Constitution unless the context requires otherwise:

Board means all or some of the Directors for the time being acting as a board.

Budget means the annual budget of the company or an interim budget of the company, in both cases approved by the Board.

Chair means the person occupying the position of chair of the Directors under rule 9.6 (and, at the adoption of this Constitution, means the person occupying the position of chair of the directors immediately prior to the adoption of this Constitution).

Community Member Director means a Community Member who, in accordance with this Constitution, is elected by the Members as a Community Member Director or appointed by the Directors to fill a casual vacancy in the office of a Community Member Director.

Corporations Act means the Corporations Act 2001 (Cth).

Deputy Chair means the person occupying the position of deputy chair of the Directors under rule 9.6.

Director means a person appointed or elected to the office of director of the company in accordance with this Constitution and comprising the Trustee Member Appointed Directors and the Community Member Directors. It includes, at the adoption of this Constitution, each person occupying the position of director of the company immediately prior to the adoption of this Constitution.

Family Radio means Family Radio Limited incorporated in Queensland as a company limited by guarantee. The terms Family Radio and 'the company' have the same meaning and are used interchangeably.

Managing Director means the managing director appointed by the Directors under rule 10.1, if any, (and, at the adoption of this Constitution, means the person occupying the position of managing director immediately prior to the adoption of this Constitution).

Member means a person admitted to the membership of the company in accordance with the provisions of this Constitution (and, at the adoption of this Constitution, means a person who is a member of the company immediately prior to the adoption of this Constitution) and comprising the Trustee Member, the Community Members and the Community Life Members.

Member Present means, in connection with a meeting, the Member present at the venue or venues for the meeting, in person or by proxy, by attorney or, where the Member is a body corporate, by representative.

Month means calendar month.

notice includes a formal notice of meeting and each other document and other communication from Family Radio to its members.

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person and words importing persons means any person including partnerships, associations and bodies corporate, unincorporated bodies and all other entities or associations recognised by law as well as individuals.

Secretary means a person appointed as secretary of the company in accordance with this Constitution.

Tax Act means the Income Tax Assessment Act 1936 (Cth) and the Income Tax Assessment Act 1997 (Cth).

Trustee Member Appointed Director means a person who, in accordance with this Constitution, is appointed by the Trustee Member as a Trustee Appointed Member Director.

Trustee Member has the meaning given to that expression in rule 3.2.

Trustee Member Approval Matters means:

- (a) the appointment and/or removal of the Managing Director (if any), the Chief Executive Officer (or equivalent) and other senior management positions of the company;
- (b) any amendments to this Constitution;
- (c) incurring of capital expenditure by the company in excess of \$2,000 (if unbudgeted in the Budget) or operating expenditure in excess of \$2,000 (if unbudgeted in the Budget);
- (d) entering into, terminating or varying any material contract of the company;
- (e) the acquisition or divestment by the company of assets with a value in excess of \$10,000 (whether under a single transaction or a series of related transactions);
- (f) without limiting (e) above, any surrender, transfer, assignment or other dealing with any broadcasting licence or similar licence of the company;
- (g) any lending of money or provision of credit or giving of any guarantee or indemnity or creation of any other form of contingent liability by the company;
- (h) any borrowing or raising of money, or procuring of credit, by the company other than incidental trade credit in the ordinary course of business;
- (i) adoption of each Budget and/or strategic plan of the company;
- (j) appointment or removal of an auditor of the company;
- (k) any proposed amalgamation, restructuring or winding up of the company;
- (l) any material change in the nature of the company's activities or proposed cessation of any material part of the company's activities;
- (m) the conduct by the company of any business or activity inconsistent with the objects set out in rule 2.1;
- (n) the company encumbering or otherwise offering as security any of its assets; or
- (o) the alteration of the rights attached to any class of membership of the company.

Unsuccessful Applicant means an applicant for Community membership whose application for membership has been rejected by the Board under rule 3.3.

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1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless any contrary intention appears in this Constitution or the context requires otherwise:

- (a) *The singular includes the plural and conversely.*
- (b) *Each gender includes each other gender.*
- (c) *Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.*
- (d) *A reference to any legislation or to any provision of any legislation includes any modification or re enactment of it, any legislative provision substituted for it, and all regulations and statutory instruments issued under it.*
- (e) *A word or phrase given a meaning in the Corporations Act has the same meaning in this Constitution.*

1.3 Replaceable rules

The replaceable rules contained in the Corporations Act do not apply to the company.

1.4 Code of Practice

The company recognises the Community Radio Broadcasting Code of Practice (as amended, renamed or replaced) and ratified by the Australian Communications and Media Authority (or its successors).

2. Objects

2.1 Objects of Family Radio

The objects of Family Radio are to:

- (a) *care for the whole person by promoting Christian and positive lifestyles;*
- (b) *meet the needs of the community through excellence in broadcasting through the provision of cultural resources and promoting opportunities for creative Australian Christian talent; and*
- (c) *establish, acquire, maintain and operate a public or commercial radio or television station or other system of transmission or distribution of light, sound, signal or information (including via the internet) for the encouragement of the broadcasting or other means of dissemination of good quality music, cultural material and matters of general interest and news.*

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2.2 Basis of Establishment and Statement of Faith

The company is a Christian trans-denominational organisation dedicated to serve and honour God through a radio ministry and other media ministries.

The Company is established as a Christian organisation according to the tenets and traditions of the Nicene Creed.

2.2.1 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.

2.2.2 Statement of Faith

In addition, the Statement of Faith of the company is as follows:

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*

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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

- (a) *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.*
- (h) *Biblical marriage is a holy relationship ordained by God and is the union of a man and a woman to the exclusion of all others, voluntarily entered into for life.*

2.3 Application of income and property to objects

- (a) *Subject to paragraph (b), the income and property of the company must be used only to further the objects of the company and no part of the income or property may be paid or transferred, directly or indirectly, to any Member of the company by way of dividend, bonus or otherwise.*
- (b) *Paragraph (a) does not prevent the company from making a payment in good faith to a Member of the company:*
 - (i) *of reasonable and proper remuneration for services provided to the company;*

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- (ii) *for goods supplied in the ordinary course of business; or*
 - (iii) *of reasonable and proper rent for premises let by a Member.*
- (c) *No Director, other than the Managing Director (if any), is to be engaged as an employee of Family Radio or to be appointed to any office in which the Director is remunerated by salary or fees by Family Radio.*
- (d) *Paragraphs (a) and (c) do not prevent the company from providing to a Director repayment of out-of-pocket expenses.*
- (e) *Paragraphs (a) and (c) do not prevent the company from providing to a Director, or to a corporation or partnership in which the Director has any financial or economic interest:*
 - (i) *interest on money loaned to the company, at no more than a reasonable commercial rate of interest (and not more than 10% per annum);*
 - (ii) *reasonable and proper rent for premises leased to the company;*
 - (iii) *a reasonable and proper amount for goods or services provided to the company, provided that the Director's interest is declared to the Board and the Board approves the amount payable. Subject to any contrary requirement of law, such a Director shall not be required to account to Family Radio for any such amount.*

3. Membership

3.1 Members of the company

- (a) *The company shall consist of members of the following classes:*
 - (i) *The Trustee Member;*
 - (ii) *Community Members; and*
 - (iii) *Community Life Members.*
- (b) *The Members are those persons admitted to the membership of the company whose names are entered into the company's register of members.*
- (c) *The number of Members is not limited.*

3.2 Trustee Member

- (a) *The Trustee Member is Hope Media Ltd ACN 000 456 468.*
- (b) *The Trustee Member is not required to pay an annual subscription fee.*

3.3 Admission as a Community Member

Subject to rule 3.16:

- (a) *the Directors, or their delegates, shall consider applications for Community membership and decide whether or not the applicant meets the qualifications for admission to Community membership in rule 3.3(b);*
- (b) *in order to qualify for membership, an applicant must satisfy the Directors that he or she:*

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- (i) *is an active member of the Christian community of Brisbane and its environs (provided that a Trustee Member Appointed Director may be an active member of a Christian Community outside Brisbane and its environs); and*
 - (ii) *agrees with and subscribes to the Basis of Establishment and Statement of Faith set out in rule 2.2.*
- (c) *if the Directors or their delegates decide not to admit an applicant to Community membership:*
- (ii) *the Directors will provide their reasons in writing for rejecting the application;*
 - (ii) *within 30 days of the decision, the Secretary, or his/her delegate, will send the applicant written notice of rejection of the application, including the reasons of the Directors for rejecting the application and the applicant's rights of appeal in accordance with rules 3.17, 3.18 and 3.19; and;*
- (d) *when an applicant is to be admitted, the Secretary, or his/her delegate, must notify the applicant in writing.*

3.4 Community Life Members

- (a) *The Directors may grant Community Life membership to any person who, in the opinion of the Directors, has rendered outstanding service to the Company and to the attainment of its objectives.*
- (b) *There is no limit to the number of Community Life memberships that may be granted in any year or that may exist at any time.*
- (c) *A person who is granted Community Life membership is not required to pay the annual subscription fee but may be subject to removal as provided in this constitution.*
- (d) *Community Life membership is non-transferable.*

3.5 Annual Subscription Fee

- (a) *Subject to rule 3.16, an annual subscription shall be payable by each Community Member in the amount the Directors, or their delegates, from time to time determine applies.*
- (b) *Unless otherwise determined by the Board, all annual subscriptions shall be payable in advance and renewals will fall due on the anniversary date of inception each year.*

3.6 Failure to Pay Annual Subscription

- (a) *If a Community Member fails to pay the annual subscription within a period of 2 months after it becomes due, the Directors or their delegates may serve a notice on the Community Member requiring payment of so much of the annual subscription as remains unpaid at the date of the notice.*
- (b) *The notice must specify a further date (not less than 30 days after the date of the service of the notice) on or before which payment must be made in order to prevent the Community membership lapsing.*
- (c) *If payment is not made by the date specified in accordance with 3.6(b), the Community membership will cease and the Member's name must be removed from the register.*

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3.7 Limited liability of Members

The liability of the Members of the company is limited.

3.8 Members' liability on winding up

Each Member undertakes to contribute to the assets of the company in the event of it being wound up while they are a Member, or within one year after they cease to be a Member, for payment of the debts and liabilities of the company, the adjustment of the rights of the contributors among themselves and of the costs, charges and expenses of winding up, such amount as may be required not exceeding \$10 (ten dollars) per Member.

3.9 Resignation of a Member

- (a) *A Community Member or Community Life Member may resign from the company by giving notice in writing to the Secretary.*
- (b) *The Trustee Member will resign (and will be deemed to have resigned) if the Trustee Member and a majority of the Community Member Directors agree in writing that it is not in the best interests of the company that the Trustee Member continues to be the Trustee Member PROVIDED THAT any such agreement in writing will be of no force or effect if it occurs before 31 December 2017 unless unanimously approved in writing by all of the Directors.*
- (c) *The resignation of a Member will be effective from the date it is received by the Secretary.*
- (d) *Unless otherwise determined as part of the agreement referred to in paragraph (b), if the Trustee Member resigns (or is deemed to have resigned) pursuant to paragraph (b), then, with effect from the resignation, all of the provisions of this Constitution relating to the Trustee Member will be of no force or effect including, without limitation, the provisions relating to the Trustee Member Approval Matters and the Trustee Member Appointed Directors (each of whom will continue to hold office as a Director until such time as he or she resigns, is removed or otherwise ceases to hold the office of a Director in accordance with this Constitution).*

3.10 Removal of a Member

Subject to rules 3.17, 3.18 and 3.19 (dispute resolution and disciplining), the Directors may expel from the company any Community Member or Community Life Member who, in the opinion of Directors:

- (i) *refuses or neglects to comply with a provision of this Constitution in a material respect; or*
- (ii) *whose conduct in the opinion of the Directors is prejudicial to the interests of the company,*

and remove the Member's name from the register.

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3.11 Ceasing to be a Member

A Member's membership of the company will cease (and the Member's name must be removed from the register) if:

- (a) *in the case of a Member who is a natural person:*
 - (i) *the Member dies;*
 - (ii) *the Member becomes a person whose estate or assets are liable to be dealt with in any way under the laws relating to mental health; or*
 - (iii) *the Member resigns from membership by written letter to the company (subject to rule 3.9(b) in the case of the Trustee Member); or*
- (b) *in the case of a Member which is a body corporate, on the date that:*
 - (i) *a liquidator is appointed in connection with the winding up of the Member; or*
 - (ii) *an order is made by a court for the winding up or deregistration of the Member.*

3.12 Readmission to Membership

The Board may re-admit as a member of the company a person whose membership ceased pursuant to rule 3.10, 3.11(a)(ii), or 3.11(a)(iii).

3.13 Liability after a person ceases to be a Member

A person who ceases to be a Member must pay to the company all amounts owing to the company which are due and unpaid at the date that the person ceases to be a Member including, for the avoidance of doubt, any amounts which the Member is liable to pay under rule 3.8.

3.14 Register of Members

The register of Members must be kept by the Secretary and must contain the full name and address of each Member and any other information required by the Directors.

3.15 Address of Members

Every Member must inform the Secretary in writing of any change in their address and any such change of address must be entered in the register of Members. The latest address in the register of Members is deemed to be the Member's registered address.

3.16 Trustee Member Appointed Directors to be Community Members

- (a) *A person who is appointed as a Trustee Member Appointed Director and who is not a Community Member at the time of that appointment will be a Community Member from the time of his or her appointment as a Trustee Member Appointed Director until the time that he or she ceases to be a Trustee Member Appointed Director.*
- (b) *Subject to rule 3.16(c), a person who is a Community Member pursuant to rule 3.16(a) is not required to pay an annual subscription fee.*
- (c) *If a person:*
 - (i) *is a Community Member at the time that he or she is appointed as a Trustee Member Appointed Director; or*

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(ii) becomes a Community Member after he or she ceases to be a Trustee Member Appointed Director,

then the person will be required to pay the applicable annual subscription fee for a Community Member.

3.17 Dispute resolution and disciplining procedures

(a) A dispute between:

(i) a Member and another Member (in their capacity as Members); or

(ii) a Member or Members and the company; or

(iii) an Unsuccessful Applicant and the Board,

(b) will be resolved in accordance with this rule 3.17, the procedures set out in Schedule 1 of this Constitution and, if applicable, the provisions of rules 3.18 and 3.19.

(c) If:

(i) a dispute between a Member and the company concerns a complaint to or by the Board that:

(A) the conduct of the Member renders it undesirable that the Member continues to be a Member of the company; or

(B) the Member no longer meets the qualifications to be a Member as set out in rule 3.3(b),

(each a Conduct Dispute);

or

(ii) the dispute is a dispute between an Unsuccessful Applicant and the Board (an **Unsuccessful Membership Application Dispute**)

then:

(iii) the Board will be represented in the resolution process by the Chair or another Board Member Board appointed for that purpose by the Board; and

(iv) the resolution of the matter may include a determination that:

(A) in the case of a Conduct Dispute:

(1) the Member is expelled from the company; or

(2) the Member is suspended from Membership for a specified period; and

(B) in the case of an Unsuccessful Membership Application Dispute:

(1) the application for membership of the Unsuccessful Applicant is accepted; or

(2) the application for membership of the Unsuccessful Applicant is rejected.

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3.18 If the dispute is a Conduct Dispute:

- (a) *the Board may refuse to deal with a complaint if it considers the complaint to be trivial or vexatious in nature;*
- (b) *if the Board decides to deal with the complaint, the Board must ensure that:*
 - (i) *notice of the complaint is served on the Member concerned in a timely manner;*
 - (ii) *the Member is given at least 21 days from the time the notice is served within which to make submissions in connection with the complaint, and*
 - (iii) *in applying the procedures set out in Schedule 1 of this Constitution, submissions made by the Member in connection with the complaint are taken into consideration.*

3.19 Dispute appeal procedures

- (a) *If the resolution of the matter pursuant to rule 3.18 and Schedule 1 is a determination that:*
 - (i) *in the case of a Conduct Dispute:*
 - (A) *the Member is expelled from the Company; or*
 - (B) *the Member is suspended from Membership for a specified period; or*
 - (ii) *in the case of an Unsuccessful Membership Application Dispute that the application for membership of the Unsuccessful Applicant is rejected,*
then:
 - (iii) *the Secretary, or his/her delegate, must, within 7 days after the determination is made, cause written notice of the determination to be given to the Member or the Unsuccessful Applicant (including the reasons given for having made that determination) and of the Member's or the Unsuccessful Applicant's right of appeal under this rule 3.19;*
 - (iv) *in the case of a Conduct Dispute, the expulsion or suspension does not take effect:*
 - (A) *until the expiration of the period within which the Member or the Unsuccessful Applicant is entitled to appeal against the determination; or*
 - (B) *if within that period the Member or the Unsuccessful Applicant exercises the right of appeal, unless and until the company in general meeting confirms the determination under rule 3.19,*
whichever is the later; and
 - (v) *the Member or the Unsuccessful Applicant may appeal to the company in general meeting, within 7 days' after notice of the determination is served on the Member or the Unsuccessful Applicant under rule 3.19(a)(iii), by lodging with the Secretary a notice to that effect (which notice may, but need not, be accompanied by a statement of the grounds on which the Member or Unsuccessful Applicant intends to rely for the purposes of the appeal).*

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- (b) *Upon receipt of a notice from a Member or an Unsuccessful Applicant under rule 3.19(a)(v), the Secretary will notify the Board which will convene a general meeting to be held within thirty five (35) days after the date on which the Secretary received the notice.*
- (c) *At a general meeting convened under rule 3.19(b):*
 - (i) *no business other than the question of the appeal will be transacted;*
 - (ii) *the parties to the dispute will be given the opportunity to state their respective cases orally or in writing, or both; and*
 - (iii) *the Members present will vote by secret ballot on the question of whether the determination should be confirmed or revoked.*
- (d) *If at the general meeting the company passes a special resolution in favour of the confirmation of the determination, the determination will be confirmed.*
- (e) *If at the general meeting the company passes a special resolution against the determination then:*
 - (i) *in the case of a Conduct Dispute, the determination will be of no effect; and*
 - (ii) *in the case of an Unsuccessful Membership Application Dispute, the application for Community membership will be accepted.*

4. General Meetings

4.1 Annual General Meeting

The company shall hold an annual general meeting of all members of the company at Brisbane as required by law. All general meetings other than an annual general meeting shall be called extraordinary general meetings.

4.2 Power to call an extraordinary general meeting

An extraordinary general meeting may be convened:

- (a) *by the Directors whenever they think fit; or*
- (b) *as required by law.*

4.3 Power to cancel or postpone a general meeting

The Directors may cancel or postpone any meeting convened by the Directors by notice to all persons who were entitled to receive notice of that meeting, except where the cancellation or postponement would be contrary to the Corporations Act. Any failure to give notice of cancellation or postponement does not invalidate the cancellation or postponement or any resolution passed at a postponed meeting.

4.4 Adjourned Meetings

The Secretary shall issue fresh notices of any adjourned meeting.

If any general meeting shall be adjourned for more than twenty-one days a notice of such adjournment shall be given to all the members of Family Radio in the same manner as notice was or ought to have been given of the original meeting.

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4.5 Notice of General Meetings

The company shall give notice of meetings as required by law. A notice of meeting (including, without limitation, a notice of meeting the business of which includes the consideration of special resolutions to amend this Constitution) must not include any Trustee Member Approval Matter unless the Trustee Member has, by resolution in writing made before the giving of the notice, approved the inclusion of the Trustee Member Approval Matter in the notice (including, without limitation, approval of any proposed special resolutions to amend this Constitution).

4.6 Non-receipt of notice

The fact that a person entitled to receive notice of a general meeting does not receive that notice or is accidentally not given notice, does not invalidate any resolution passed at the meeting.

4.7 Right of others to attend general meeting

A Secretary who is not a Member is entitled to be present and, at the request of the Chair, to speak at any general meeting. Any other person (whether a Member or not) requested by the Directors or the Chair to attend any general meeting is entitled to be present and, at the request of the Chair, to speak at that general meeting.

5. Proceedings at General Meetings

5.1 Number for a quorum

Except as otherwise provided in this Constitution, a quorum consists of five percent (5%) of Members entitled to vote.

5.2 Requirement for a quorum

- (a) *No business may be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business.*
- (b) *For the purpose of determining whether a quorum is present, a person attending as a proxy, or as representing a body corporate that is a member shall be deemed to be a Member.*

5.3 No quorum

- (a) *If there is no quorum at a general meeting within 30 minutes after the time specified in the notice of the meeting, the meeting is dissolved unless the Directors adjourn the meeting to a date, time and place determined by the Directors.*
- (b) *If no quorum is present at any adjourned meeting within 30 minutes after the time appointed for the meeting, the meeting is dissolved.*

5.4 Chair of general meetings

The Chair is entitled to preside at every general meeting.

5.5 Absence of Chair

Where a general meeting is held and:

- (a) *there is no Chair; or*

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- (b) *the Chair is not present within 15 minutes after the time appointed for the meeting or does not wish to act as chair of the meeting,*

the Deputy Chair is to chair the meeting. If no Deputy Chair has been elected, the Directors present may elect one of their number to be chair of the meeting or, in the absence of all Directors or if none of the Directors present wish to act, the Members Present may elect one of their number to be chair of the meeting.

5.6 Conduct of general meetings

- (a) *The general conduct of each general meeting of the company and the procedures to be adopted at the meeting are as determined at, during or prior to the meeting by the chair of the meeting.*
- (b) *The chair of the meeting may make rulings without putting the question (or any question) to the vote if the chair of the meeting considers action is required to ensure the orderly conduct of the meeting.*
- (c) *At any time the chair of the meeting considers it necessary or desirable for the proper and orderly conduct of the meeting, the chair of the meeting may demand the cessation of debate or discussion on any business, question, motion or resolution being considered by the meeting and require the business, question, motion or resolution to be put to a vote of the Members Present.*
- (d) *Any determination by the chair of the meeting in relation to matters of procedure (including any procedural motions moved at, or put to, any meeting) or any other matter arising directly or indirectly from the business is final (including any procedural motions moved at, or put to, any meeting). Any challenge to a right to vote (whether on a show of hands or on a poll) or to a determination to allow or disregard to vote may only be made at the meeting and may be determined by the chair of the meeting whose decision is final.*
- (e) *If a person purports to cast a vote in contravention of the Corporations Act, the chair of the meeting may determine that the vote be disregarded and treated as not having been cast.*
- (f) *Nothing contained in this rule limits the powers conferred on a chair of a meeting by law.*

5.7 Adjournments

- (a) *During the course of a general meeting, the chair of the meeting may, and if so directed by the meeting must, adjourn the meeting or any business, motion, question or resolution being considered or remaining to be considered by the meeting or any debate or discussion either to a later time at the same meeting or to a meeting held at another time and place determined by the chair of the meeting.*
- (b) *If the chair of the meeting exercises a right of adjournment under paragraph (a), the chair of the meeting has the sole discretion to decide whether to seek the approval of the Members Present to the adjournment and, unless the chair of the meeting exercises that discretion, no vote may be taken by the Members Present in respect of the adjournment.*
- (c) *The only business that may be transacted at any adjourned meeting is the business left unfinished at the meeting from which the adjournment took place.*

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- (d) *When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting. Otherwise it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.*

5.8 Voting at general meetings

- (a) *Any resolution submitted to a general meeting in compliance with this Constitution is to be decided by a show of hands of the Members Present and entitled to vote unless a poll is demanded.*
- (b) *On a show of hands, every person present and entitled to vote (whether as a Member or as proxy, attorney or representative of a Member) shall have one vote, regardless of how many Members that person may represent as proxy, attorney or representative.*
- (c) *In the case of an equality of votes, the chair of the meeting has, both on a show of hands and on a poll, a casting vote.*
- (d) *Unless a poll is demanded, a declaration by the chair of the meeting following a vote on a show of hands that a resolution has been passed or lost is conclusive.*
- (e) *A poll may be demanded by a Member in accordance with the Corporations Act (and not otherwise) or by the chair of the meeting. No poll may be demanded on the election of a chair of a meeting or, unless the chair of the meeting otherwise determines, the adjournment of a meeting. A demand for a poll may be withdrawn.*

5.9 Objections to voter qualifications

- (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 Chair, whose decision is final.*
- (c) *A vote that is not disallowed pursuant to such an objection is valid for all purposes.*

5.10 Procedure for polls

- (a) *When demanded, a poll may be taken in the manner and at the time the chair of the meeting directs.*
- (b) *The result of a poll may be announced in the manner and at the time (whether during the relevant meeting or afterwards) as the chair of the meeting considers appropriate.*
- (c) *The result of the poll shall be deemed to be a resolution of the meeting at which the poll was demanded.*
- (d) *The demand for a poll does not prevent a meeting from continuing for the transaction of any business other than that on which a poll has been demanded. A poll demanded on any question of adjournment is to be taken at the meeting and without adjournment.*

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6. Votes of Members

6.1 Voting rights

Subject to this Constitution and any rights or restrictions for the time being placed on any Member:

- (a) *at meetings of Members each Member entitled to attend and vote may attend and vote in person or by proxy, by attorney or (where the Member is a body corporate) by representative;*
- (b) *a Member is not entitled to vote at a general meeting unless all sums presently payable by the Member in respect of membership of the company have been paid; and*
- (c) *each Member has one vote both on a poll and, subject to rule 5.8(b), on a show of hands.*

6.2 Right to appoint proxy

- (a) *A Member may appoint one proxy.*
- (b) *A proxy need not be a Member.*

6.3 Form of proxy

A form of appointment of a proxy is valid if it is in accordance with the Corporations Act or in any form (including electronic) which the Directors may prescribe or accept.

6.4 Lodgement of proxies

An instrument appointing a proxy is not valid unless it and the power of attorney or other authority (if any) under which the instrument is signed is received at the registered office of the company or, if notice of a meeting provides for electronic lodgement of proxies, at the electronic mail address specified in the notice, not less than 24 hours before the time for commencement of the meeting.

6.5 Validity of proxies

- (a) *A vote exercised in accordance with the terms of an instrument of proxy, a power of attorney or other relevant instrument of appointment is valid despite:*
 - (i) *the previous death or unsoundness of mind of the principal; or*
 - (ii) *the revocation of the instrument (or of the authority under which the instrument was executed) or the power,*

if no notice in writing of the death, unsoundness of mind or revocation (as the case may be) has been received by the company at its registered office at least 24 hours (or any shorter period as the Directors may permit or specified by the Corporations Act) before the commencement of the meeting, or adjourned meeting at which the instrument is used or the power is exercised.
- (b) *A proxy is not revoked by the principal attending and taking part in the meeting unless the principal actually votes at the meeting on a resolution for which the proxy is proposed to be used.*

6.6 Where proxy is incomplete

- (a) *No instrument appointing a proxy is treated as invalid merely because it does not contain:*
 - (i) *the address of the appointor or of a proxy;*

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- (ii) *the proxy's name or the name of the office held by the proxy; or*
 - (iii) *in relation to any or all resolutions, an indication of the manner in which the proxy is to vote.*
- (b) *Where the instrument does not specify the name of a proxy, the instrument is taken to be given in favour of the chair of the meeting.*
- (c) *A proxy may vote as the proxy thinks fit on any motion or resolution in respect of which no manner of voting is indicated.*

7. Appointment, Removal and Remuneration of Directors

7.1 Appointment of Directors

- (a) *The number of Directors (not including alternate Directors) must be not less than six and not more than 13 unless otherwise determined by general meeting and must, in any event, include a majority of Trustee Member Appointed Directors. For the benefit of the community and to ensure a broad base or representation, at no time shall the Board include more than three Community Member Directors having the same denominational affiliation among its members.*
- (b) *The Directors may at any time appoint a person to be a Community Member Director to fill a casual vacancy in the position of a Community Member Director or, subject to paragraph (a), as an addition to the existing number of Community Directors, provided the total number of Directors does not exceed the maximum number under paragraph (a) and the Board comprises a majority of Trustee Member Appointed Directors.*
- (c) *Any Director appointed under paragraph (b) may hold office only until the next annual general meeting of the company and is then eligible for election at that meeting.*
- (d) *At every annual general meeting, one-third of the Community Member Directors (or the number nearest to but not exceeding one-third) shall retire from office and be eligible for re-election, provided that:*
 - (i) *this rule does not apply to the Managing Director (if any) and the Managing Director (if any) shall be excluded for the purpose of this calculation; and*
 - (ii) *with the exception of the Managing Director (if any), no Community Member Director shall retain office after the third annual general meeting following that Director's last appointment without submitting for election.*
- (e) *Rule 7.1(d)(ii) applies even if the retirement of a Community Member Director pursuant to that Rule results in more than one third of the Community Member Directors retiring from office.*
- (f) *The Community Member Directors to retire at a meeting in accordance with (d) shall be the Community Member Directors who have been longest in office. As between two or more Community Member Directors who have been in office an equal length of time, the Community Member Director or Community Member Directors to retire shall, in the absence of those directors agreeing, be determined by lot. The length of time a Community Member Director has been in office shall be computed from his/her last*

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election or appointment. A retiring Community Member Director shall act as a Community Member Director throughout the meeting at which he/she retires.

- (g) No person who is not a retiring Community Member Director shall be eligible for election to the office of Community Member Director at any general meeting unless:
 - (i) the person has, at least thirty days before the notice of the meeting must be sent to members in accordance with the Corporations Act, left at the office a duly signed notice of candidature; or*
 - (ii) some other Community Member intending to propose the person has, at least thirty days before the notice of the meeting must be sent to members in accordance with the Corporations Act, left at the office a duly signed notice of candidature.**
- (h) No notice shall be necessary in the case of a person recommended for election by the Board.*
- (i) The Trustee Appointed Directors will comprise the number of Directors which is one more than the total number of Community Member Directors.*
- (j) The Trustee Member will, by notice in writing to the company, appoint (and may remove) the Trustee Member Appointed Directors from time to time.*
- (k) The acts of any person acting as a Director shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Director or that such Director was disqualified, be as valid as if the person had been duly appointed or qualified to be a Director.*
- (l) A retiring Community Member Director will be eligible for re-election as a Community Member Director.*

7.2 Qualification as a Director

Each Director must be:

- (a) a Member of the company, provided that rule 13.6 will apply in the case of a Trustee Member Appointed Director;*
- (b) committed to the Apostles' Creed; and*
- (c) a member or adherent in good standing of a Christian church.*

7.3 Remuneration

- (a) No Director is entitled to be paid a fee for his or her service as a Director.*
- (b) The Directors will be entitled to be paid or reimbursed for all out-of-pocket expenses properly incurred by them in the performance of their duties as Directors where the amount payable has been approved by the Directors.*
- (c) Subject to rule 2.3. a Director may be engaged by the company in any other capacity (other than auditor) and may be appointed on such terms as to remuneration, tenure of office and otherwise as has been approved by the Directors.*

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7.4 Vacation of office

- (a) *In addition to the circumstances in which the office of a Director becomes vacant under the Corporations Act, the office of a Director becomes vacant if the Director:*
- (i) *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;*
 - (ii) *ceases to be a Member;*
 - (iii) *resigns from the office by notice in writing to the company;*
 - (iv) *is removed from office by a resolution that has been passed by at least 75% of the total votes that may be cast by Members entitled to vote on the resolution (including Members who are not present in person at the general meeting or votes cast by proxy) at a general meeting;*
 - (v) *being the Managing Director, ceases to hold that office;*
 - (vi) *is absent without the consent of the Directors from meetings of the Directors held during a continuous period of three months; or*
 - (vii) *dies.*
- (b) *The continuing Directors may act notwithstanding any vacancy in their body.*

7.5 Resignation of Director

A Director may, at any given time, give a written letter of resignation by:

- (a) *delivering it to the Chair or Secretary;*
- (b) *leaving it at the office of Family Radio;*
- (c) *tendering it at a meeting of the Board; or*
- (d) *in the case of a Trustee Member Appointed Director, delivering it to the Trustee Member (who will promptly notify the other Directors of the resignation).*

The resignation of a Director shall have effect on the date on which the director states in the letter that the resignation is to become effective or, if no such date is stated, on the date of the letter. The office of Director shall become vacant at that time.

8. Powers of Directors

- (a) *Subject to paragraph (b), the business of the company will be managed by the Directors, who may exercise all powers of the company which are not, by the Corporations Act or this Constitution, required to be exercised by the company in general meeting.*
- (b) *Any proposal or decision of the Board or of any employee, contractor or adviser of the company relating to a Trustee Member Approval Matter will be of no force or effect unless the Trustee Member has, by resolution in writing, first approved the proposal or decision.*

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9. Proceedings of Directors

9.1 Directors meetings

The Directors may meet together for conducting business and may adjourn and otherwise regulate their meetings as they see fit.

9.2 Power to call for a Directors meeting

- (a) *The Chair may at any time call a meeting of the Directors.*
- (b) *In the event that the Chair refuses to comply with a request made in accordance with rule 9.6(e), the Secretary must on the written request of three (3) Directors, call a meeting of the Directors.*

9.3 Quorum for Directors meetings

The Board shall determine a quorum necessary for the transaction of business which:

- (a) *Until otherwise determined by the Board shall be a simple majority of the number of Directors elected and/or appointed to the Board as at the close of the last General Meeting;*
- (b) *shall include at least one (1) Trustee Company Member Appointed; and*
- (c) *in no case shall be less than four.*

9.4 Notice

Reasonable notice must be given to every Director of the place, date and time of every meeting of the Directors. Notice of a meeting of the Directors may be given by mail (electronic or otherwise), personal delivery or facsimile transmission to the usual place of business or residence of the Directors or at any other address given to the Secretary by the Director or by any technology agreed to by all the Directors.

9.5 Directors meetings by technology

- (a) *For the purposes of the Corporations Act, each Director, by consenting to be a Director (or by reason of the adoption of this Constitution), consents to the use of each of the following technologies for holding a Directors meeting:*
 - (i) *video conference;*
 - (ii) *telephone;*
 - (iii) *electronic mail;*
 - (iv) *any other technology which permits each Director to communicate with every other Director; or*
 - (v) *any combination of these technologies.*

A Director may withdraw the consent given under this rule in accordance with the Corporations Act.

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- (b) *Where the Directors are not all in attendance at one place and are holding a meeting using technology and each Director can communicate with the other Directors:*
 - (i) *the participating Directors are, for the purpose of every provision of this Constitution concerning meetings of the Directors, taken to be assembled together at a meeting and to be present at that meeting; and*
 - (ii) *all proceedings of those Directors conducted in that manner are as valid and effective as if conducted at a meeting at which all of them were physically present in one location.*

9.6 Chair of Directors

- (a) *The Directors will elect one of their number as their chair within two months of the end of the annual general meeting and he or she will hold office as Chair.*
- (b) *The Directors will also elect one of their number as deputy chair within two months of the end of the annual general meeting and he or she will hold office as Deputy Chair.*
- (c) *Should a vacancy occur in the role of Chair or Deputy Chair, the Directors will elect one of their number to fill that role for the balance of that term.*
- (d) *Where a meeting of the Directors is held and:*
 - (i) *a Chair has not been elected as provided by paragraph (a); or*
 - (ii) *the Chair is not present at the time appointed for the holding of the meeting or does not wish to chair the meeting,*

the Deputy Chair is to chair the meeting. If no Deputy Chair has been elected, the Directors present may elect one of their number to be chair of the meeting.
- (e) *The Chair is to convene a meeting of the Board upon the written request of two Directors.*

9.7 Directors' voting rights

- (a) *Subject to this Constitution, questions arising at a meeting of the Directors are decided by a majority of votes of Directors present and voting.*
- (b) *In the case of an equality of votes, the Chair has, in addition to his/her deliberative vote, a casting vote.*
- (c) *Subject to rule 9.9, a Director who has, directly or indirectly, a material personal interest in a matter must not vote in respect of that matter. If he/she does vote, his/her vote shall not be counted.*

9.8 Conflict of interests

- (a) *A Director is not disqualified from contracting with the company in any capacity by reason of holding the office of Director.*
- (b) *In relation to a contract or arrangement in which a Director is in any way interested:*
 - (i) *the fact that the Director signed the document evidencing the contract or arrangement will not in any way affect its validity;*
 - (ii) *the contract or arrangement may not be avoided merely because the Director is a party to the contract or arrangement or otherwise interested in it; and*

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- (iii) *the Director will not be liable to account to the company for any profit derived in respect of the contract or arrangement merely because of the Director's office or the fiduciary relationship it entails.*

9.9 Material personal interest

- (a) *Subject to paragraph (b), a Director who has a material personal interest in a matter that relates to the affairs of the company must give the other Directors notice of his or her interest in accordance with the Corporations Act.*
- (b) *A Director with a material personal interest in a matter that relates to the affairs of the company is not required to give notice in the following circumstances:*
 - (i) *if all of the following conditions are met:*
 - (A) *the Director has already given notice of the nature and extent of the interest and its relation to the affairs of the company;*
 - (B) *if a person who was not a Director at the time the notice was given is appointed as a Director, the notice is given to that person; and*
 - (C) *the nature or extent of the interest has not materially increased above that disclosed in the notice;*
 - (ii) *if the Director has given a standing notice of the nature and extent of the interest in accordance with the Corporations Act and that standing notice is still effective in relation to the interest; or*
 - (iii) *as otherwise permitted under the Corporations Act.*
- (c) *A Director who has a material personal interest in a matter that is being considered at a meeting of the Directors must not be present while the matter is being considered at the meeting or vote on the matter, except as permitted in accordance with the Corporations Act.*
- (d) *Nothing in this rule affects the duty of a Director:*
 - (i) *who holds any office or possesses any property whereby, directly or indirectly, duties or interests might be created in conflict with the Director's duties or interests as a Director, to declare at a meeting of the Directors, the fact and the nature, character and extent of the conflict; or*
 - (ii) *to comply with the Corporations Act or any other law.*
- (e) *A Director shall not be taken to have a material personal interest in any matter by reason only:*
 - (i) *in a case where the matter relates to any loan to the company – that he/she has guaranteed or joined in guaranteeing the repayment of the loan or any part of the loan; or*
 - (ii) *in the case where the matter relates to a contract or proposed contract that has been or will be made with, for the benefit of or on behalf of a corporation that is related to the Company – that he/she is a director of that corporation.*

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- (f) *A Director may hold any other office or place of profit under the Company (except the office of Auditor) in conjunction with his/her office of Director for such period and on such terms as to remuneration and otherwise as the Directors may determine.*

9.10 Committees

- (a) *The Directors may delegate any of their powers to committees consisting of any one or more Directors or any other person or persons as the Directors think fit and may revoke that delegation.*
- (b) *A committee to which any powers have been delegated under paragraph (a), must exercise those powers in accordance with any directions of the Directors. These powers are then taken to have been exercised by the Directors.*
- (c) *Subject to paragraph (b), the meetings and proceedings of any committee are to be governed by the provisions of this Constitution for regulating the meetings and proceedings of the Directors so far as they are applicable.*
- (d) *Nothing in this rule 9.10 limits the power of the Directors to delegate.*

9.11 Written resolutions

- (a) *A resolution in writing signed by all Directors or a resolution in writing of which notice has been given to all Directors and which is:*
- (i) *signed by a majority of the Directors entitled to vote on the resolution (not being less than the number required for a quorum at a meeting of the Directors); and*
 - (ii) *a majority of the Directors referred to in sub-paragraph (i) are Trustee Member Appointed Directors,*
- is a valid resolution of the Directors and is effective when signed by the last of all the Directors or the last of the Directors constituting the majority, as required.*
- (b) *The resolution may consist of several documents in the same form each signed by one or more of the Directors. A facsimile transmission or other document produced by mechanical or electronic means under the name of a Director with the Director's authority is considered a document in writing signed by the Director and is deemed to be signed when received in legible form.*

9.12 Defects in appointments

- (a) *All acts done by any meeting of the Directors or person acting as a Director are as valid as if each person was duly appointed and qualified to be a Director or a member of a committee.*
- (b) *Paragraph (a) applies even if it is afterwards discovered that there was some defect in the appointment of a person to be a Director or to act as a Director or that a person so appointed was disqualified.*

9.13 If less than minimum number of Directors

If the number of Directors is reduced below the minimum number fixed under this Constitution, the continuing Directors and the Trustee Member may act for the purpose of increasing the number of Directors to that number or of calling a general meeting of the company but for no other purpose.

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10. Officers of the Company

10.1 Appointment of Managing Director

Subject to rule 8(b), the Directors may appoint a person to be the Managing Director of the company for such period and on such terms as they think fit. Subject to the terms of any agreement entered into in a particular case, the Directors may at any time terminate any such appointment.

10.2 Powers of a Managing Director

Subject to rule 8(b), the Directors may delegate, on the terms and conditions and with any restrictions as they determine, to the Managing Director any of the powers exercisable by them under this Constitution and may at any time withdraw, suspend or vary any of those powers. Giving powers to the Managing Director does not prevent the exercise of those powers by the Directors.

10.3 Appointment of Secretary

There must be at least one Secretary who is to be appointed by the Directors.

10.4 Powers, duties and authorities of Secretary

A Secretary of the company holds office on the terms and conditions, and with the powers, duties and authorities, as the Directors decide.

10.5 Termination of appointment of Secretary

The Directors may at any time terminate the appointment of a Secretary.

10.6 Appointment of other officers

Subject to rule 8(b), the Directors may from time to time:

- (a) create any other position or positions in the company with the powers and responsibilities as the Directors may from time to time decide; and*
- (b) appoint any person, whether or not a Director, to any position or positions created under paragraph (a).*

10.7 Termination of appointment of other officers

Subject to rule 8(b), the Directors may at any time terminate the appointment of a person holding a position created under rule 10.6(a) and may abolish the position.

11. Notices

11.1 Notices generally

Any Member who has not left at or sent to the registered office, a place of address or an electronic mail address (for registration in the register) at or to which all notices and documents of the company may be served or sent is not entitled to receive any notice.

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11.2 How notice may be given

The company may give notice to a Member or Director, in its discretion, by:

- (a) *-serving it on the Member or Director personally;*
- (b) *sending it by post to or leaving it at:*
 - (i) *the Member's address as shown in the register of Members; or*
 - (ii) *the Director's address as shown in the register of Directors;**or an alternative address supplied by the Member or Director;*
- (c) *sending it to the fax number or electronic mail address supplied by the Member or Director;*
- (d) *if the Member or Director has nominated an electronic means by which the Member or Director may be notified that notices are available and an electronic means that the Member or Director may use to access the notice – notifying the Member or Director that the notice is available and how the Member or Director may use the nominated access means to access the notice;*
- (e) *printing it in Family Radio's journal or other periodic publication and sending the journal or other publication through the post in a prepaid envelope or wrapper addressed to the Member or Director at the Member's or Director's registered place of address;*
- (f) *sending it by any other means permitted by law; or*
- (g) *in the case of a Member - serving it in any manner contemplated in this rule 11.2 on a Member's attorney as specified by the Member under a notice given under rule 11.4.*

11.3 Registered Place of Address

Each Member whose registered place of address is not in Australia may from time to time notify in writing to Family Radio an address in Australia which shall be deemed to be the Member's registered place of address within the meaning of the last preceding rule.

11.4 Notices to an attorney

By written notice to the Secretary left at or sent to the registered office, a Member may request that all notices to be given by the company or the Directors be served on the Member's attorney at an address specified in the notice and the company may do so in its discretion.

11.5 Personal service or delivery

A notice served on a Member personally or left at the Member's address is considered to have been served when delivered.

11.6 Notice by post

A notice sent by post:

- (a) *if sent to an address in Australia, may be sent by ordinary post; and*
- (b) *if sent to an address outside Australia, must be sent by airmail,*

and in either case is considered to have been served at the expiration of 24 hours after the notice is posted, provided that it is properly addressed.

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11.7 Notice by fax or electronic mail

Any notice sent by fax or electronic mail is considered to have been served on the day it is sent, provided that it is properly addressed.

12. Financial Records and Accounts

12.1 Funds and Property of Family Radio

The funds and assets of Family Radio shall be under the control of the Board.

Subject to any contrary requirement of law, all funds and property of Family Radio not impressed with a trust for a particular purpose shall be available, at the discretion of the Board, for any purpose of Family Radio that is within the scope of the constitution of Family Radio.

12.2 Accounting Records

True accounts shall be kept. Family Radio shall keep such accounting records as correctly record and explain the transactions of Family Radio and the financial position of Family Radio and shall keep its accounting records in such manner as will enable:

- (a) true and fair accounts of Family Radio to be prepared from time to time; and*
- (b) the accounts of Family Radio to be conveniently audited in accordance with the Corporations Act.*

12.3 Inspection of Financial Records and Accounts

The accounting records shall be kept at the office or at such places as the Board thinks fit.

Subject to any other requirement of the law, the Board shall subject to the provisions of the Corporations Act, from time to time determine:

- (a) whether; and*
- (b) to what extent; and*
- (c) under what conditions or regulations,*

the accounting records of Family Radio or any of them shall be open to the inspection of members. Subject to any reasonable restrictions as to the time and manner of inspecting them that may be imposed in accordance with the regulation of Family Radio for the time being, the accounts and accounting records shall be open to the inspection of the members.

12.4 Auditing

The accounts of Family Radio shall be duly audited as required by the Corporations Act.

13. Winding Up of the Company

13.1 Winding up

On the winding up of the company, any property whatsoever that remains after satisfaction of all debts and liabilities must not be paid to or distributed among the Members but must be given or transferred to one or more organisations selected by the Board at or before the time of winding up which, by its constitution, is::

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- (a) *required to pursue charitable purposes only;*
- (b) *required to apply its profits (if any) or other income in promoting its objects;*
- (c) *a cultural organisation placed on the Cultural Register established pursuant to sub-division 30F of the Income Tax Assessment Act (or any successor thereto); and*
- (d) *prohibited from making any distribution to its members or paying fees to its directors.*

13.2 Amalgamation

Subject to rule 8(b), where it furthers the objects of the company to amalgamate with any one or more other organisations having similar objects to the objects of the company, the other organisation or organisations must have rules prohibiting the distribution of its income and property to Members.

14. Indemnity and Insurance

- (a) *The company must indemnify each officer of the company out of the assets of the company to the relevant extent against any liability incurred by the officer in or arising out of the conduct of the business of the company or in or arising out of the discharge of the duties of the officer.*
- (b) *Where the Directors consider it appropriate, the company may execute a documentary indemnity in any form in favour of any officer of the company or a subsidiary.*
- (c) *Where the Directors consider it appropriate, the company may:*
 - (i) *make payments by way of premium in respect of any contract effecting insurance on behalf or in respect of an officer of the company against any liability incurred by the officer in or arising out of the conduct of the business of the company or in or arising out of the discharge of the duties of the officer; and*
 - (ii) *bind itself in any contract or deed with any officer of the company to make the payments.*
- (d) *Where the Directors consider it appropriate, the company may:*
 - (i) *give a former Director access to certain papers, including documents provided or available to the Directors and other papers referred to in those documents; and*
 - (ii) *bind itself in any contract with a Director or former Director to give the access.*
- (e) *In this rule 14:*
 - (i) **officer** means:
 - (A) *a Director or Secretary, Managing Director or employee; or*
 - (B) *a person appointed as a trustee by, or acting as a trustee at the request of, the company,**and includes a former officer.*
 - (ii) **duties of the officer** includes, in any particular case where the Directors consider it appropriate, duties arising by reason of the appointment, nomination or secondment in any capacity of an officer by the company or, where applicable, the subsidiary of the company to any other corporation.

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- (iii) **to the relevant extent** means:
- (A) *to the extent the company is not precluded by law from doing so;*
 - (B) *to the extent and for the amount that the officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including, but without limitation, a subsidiary or an insurer under any insurance policy); and*
 - (C) *where the liability is incurred in or arising out of the conduct of the business of another corporation or in the discharge of the duties of the officer in relation to another corporation, to the extent and for the amount that the officer is not entitled to be indemnified and is not actually indemnified out of the assets of that corporation.*
- (iv) **liability** means *all costs, charges, losses, damages, expenses, penalties and liabilities of any kind including, in particular, legal costs incurred in defending any proceedings (whether criminal, civil, administrative or judicial) or appearing before any court, tribunal, government authority or other body.*

15. Public fund

15.1 Set up and operation of public fund

- (a) *The company will establish and maintain a public fund.*
- (b) *Donations will be deposited into the public fund listed on the Register of Cultural Organisations. These monies will be kept separate from the funds of the company and will only be used to further the principal purpose of the company. Investment of monies in this fund will be made in accordance with guidelines for public funds as specified by the Australian Taxation Office.*
- (c) *The fund will be administered by a management committee (which may comprise some or all of the Directors) or a subcommittee of the management committee, the majority of whom, because of their tenure of some public office or their professional standing, have an underlying community responsibility, as distinct from obligations solely in regard to the cultural objectives of the company.*
- (d) *No monies/assets in this fund will be distributed to members or office bearers of the company, except as reimbursement of out-of-pocket expenses incurred on behalf of the fund or proper remuneration for administrative services.*
- (e) *The Department responsible for the administration of the Register of Cultural Organisations will be notified of any proposed amendments or alterations to provisions for the public fund, to assess the effect of any amendments on the public fund's continuing Deductible Gift Recipient status.*
- (f) *Receipts for gifts to the public fund must state:*
 - (i) *the name of the public fund and that the receipt is for a gift made to the public fund;*
 - (ii) *the Australian Business Number of the company;*

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- (iii) *the fact that the receipt is for a gift; and*
- (iv) *any other matter required to be included on the receipt pursuant to the requirements of the Income Tax Assessment Act 1997.*

15.2 Winding up of public fund

If upon winding up or dissolution of the public fund listed on the register of Cultural Organisations, there remain after satisfaction of all its debt and liabilities, any property or funds, the property or funds shall not be paid to or distributed among its members but shall be given or transferred to some other fund, authority or institution having objects similar to the objects of this public fund, and whose rules shall prohibit the distribution of its or their income among its or their members, such fund, authority or institution to be eligible for tax deductibility of donations under Subdivision 30-B, section 30-100, of the Income Tax Assessment Act 1997 and listed on the Register of Cultural Organisations maintained under the Act.

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Schedule 1 - Mediation and arbitration

1. Mediation

The parties to the dispute agree that each will take the following steps in the order presented, in an endeavor to reconcile the dispute by way of mediation:

1.1 First step:

The parties should meet together privately with a view to reconciling their differences.

1.2 Second step:

If the disputing parties fail to reconcile their differences under the First Step, they should meet again with witnesses participating in the second meeting, again with a view to reconciling their differences. The witnesses should be people with good insight and understanding who have knowledge of the actual facts of the dispute, and may be persons with skills which would be helpful in resolving the dispute (e.g. a lawyer or wise counsellor).

1.3 Third step:

- (a) *If the disputing parties fail to reconcile their differences under the First step and the Second Step, then the disputing parties will each appoint a Christian person of wisdom who is not related to any party by blood or marriage, as mediators. The two persons so appointed will appoint a third Christian person of wisdom to serve as a third mediator.*
- (b) *Each party will submit to the mediators, but not to the other party, its written statement of the facts, contentions, and summary of the settlement discussions to date.*
- (c) *The mediators will set a date and place for a meeting of the parties and their representatives, if any, which will take place no later than thirty (30) days after the selection of the mediators.*
- (d) *The hearing will be conducted in a spirit of love, for the purpose of hearing and discussing the facts and disputes, and with a goal of seeking reconciliation of the parties and resolution of the dispute which is acceptable to the disputants.*
- (e) *The mediators should seek to apply Christian principles so that the dispute is resolved in a manner that restores brotherly love and unity and resolves the conflict fairly and equitably.*
- (g) *If a party will not cooperate, or refuses to mediate, or if the mediators cannot achieve a resolution of the conflict through mediation, then arbitration as set out in sections 2 and 3 of this Schedule will then be conducted to resolve the dispute, subject to the appeal procedures set out in rule 3.19 of the Constitution. Mediation under section 1 of this Schedule may be waived by either party and a refusal to follow the mediation procedures required in section 1 of this Schedule within five (5) days after written notice of demand for mediation under section 1 of this Schedule will be deemed such a waiver.*

1.4 Mediation expenses:

Subject to any determination under section 3.7 of this Schedule:

- (a) *the fees and expenses, if any, of the mediator appointed by a party will be borne and paid by the appointing party unless otherwise agreed between the mediator and the party; and*
- (b) *the fees and expenses, if any, of the third mediator appointed by the first two mediators under section 1.3(a) of this Schedule will be borne and paid by the parties to the dispute in equal shares unless otherwise agreed between the mediator and those parties.*

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2. Arbitration

*If mediation fails to achieve a resolution of the dispute, or is waived by either party, the parties will submit the dispute to the consideration and award of the mediators, who will then serve as arbitrators (the **Arbitrators**). If any of the mediators are unable or unwilling to serve as Arbitrators, a person with the qualifications described for a mediator will be selected in the manner described for selecting a mediator within ten (10) days after the notice by the declining mediator of his/her unwillingness or inability to serve. The person or persons who appointed the declining mediator will appoint the new arbitrator.*

3. Law and procedure

The Arbitrators will apply the substantive law of the jurisdiction of the State of Queensland, Australia. The following procedures will apply to the arbitration:

- 3.1 The Arbitrators will appoint a time and place for the hearing and cause notice of the time and place for the hearing on the parties to the arbitration in accordance with rule 11 of the Constitution not less than thirty (30) days before the hearing. Appearance at the hearing waives the right to notice.*
- 3.2 The Arbitrators may adjourn the hearing from time to time as necessary. On request of a party to the arbitration for good cause, or upon their own determination, the Arbitrators may postpone the hearing.*
- 3.3 The Arbitrators will preside at the hearing, will rule on the admission and exclusion of evidence and on questions of hearing procedure and will exercise all powers relating to the conduct of the hearing. The Arbitrators may select one of the Arbitrators to preside at the hearing if there is more than one arbitrator.*
- 3.4 The parties to the arbitration are entitled to be heard, to present evidence and to cross-examine witnesses appearing at the hearing, but rules of evidence and rules of judicial procedure need not be observed. On request of any party to the arbitration, the testimony of witnesses will be given under oath.*
- 3.5 If the Arbitrators intend to base an award on information not obtained at the hearing, they will disclose such information to all parties to the arbitration and give the parties an opportunity to review it.*
- 3.6 The hearing will be conducted in a manner that is honouring to God, that seeks to promote unity and reconciliation having genuine regard to the spiritual welfare and needs of the parties, and which seeks and applies Godly wisdom.*
- 3.7 The Arbitrators will determine and resolve the dispute by majority vote of the Arbitrators. The Arbitrators will determine, as part of their decision, how the fees and expenses of the parties incurred as a result of any mediation or arbitration under this Schedule, if any, are to be paid. A written decision (including the reasons for the decision) will be provided by the Arbitrators within thirty (30) days after the final hearing on the matter.*

4. Refusal to arbitrate

If any party refuses to arbitrate under the terms of this Schedule, an award may be entered against that party by the decision of the Arbitrators, provided that the refusing party received notices of each hearing, was given reasonable opportunity to participate, and a written decision (including the reasons for the decision) is given to the party refusing to participate. If the party refusing to arbitrate also has failed or refused to appoint an Arbitrator within ten (10) days after written notice has been given by the other party, the non-refusing party will appoint a sole Arbitrator who will determine and resolve the dispute, subject to the appeal procedures set out in rule 3.19 of the Constitution.

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5. Judgment

Subject to the appeal procedures set out in rule 3.19 of the Constitution, the decision or award entered by the Arbitrators may, if necessary to give effect to the decision or award, be entered as a judgment in any court of competent jurisdiction for the enforcement of the decision or award.