



Constitution

of Churches of Christ in
Victoria and Tasmania Inc

Approved at the
Special General Meeting
on October 17, 2015

1.	PRELIMINARY	1
1.1	Name.....	1
1.2	Principal purpose	1
1.3	Values	1
1.4	Financial year.....	2
1.5	Definitions	2
1.6	Interpretation.....	3
2.	POWERS OF CCVT	3
2.1	General powers	3
3.	CCVT ENTITIES AND PARTNERS	3
3.1	Mode of operation	3
3.2	CCVT Entities.....	3
3.3	CCVT Partners.....	4
4.	AFFILIATES	4
4.1	Affiliates	4
4.2	Application for Affiliation	4
4.3	New Affiliation.....	5
4.4	Ministry Contribution.....	5
4.5	General rights of Affiliates	6
4.6	Rights not transferable	6
4.7	Disaffiliation	6
4.8	Register of Affiliates	6
5.	GENERAL MEETINGS OF CCVT INC	6
5.1	Annual General Meetings.....	6
5.2	Special General Meetings	7
5.3	Special General Meeting held at request of Affiliates	7
5.4	Notice of General Meetings.....	7
5.5	Use of technology.....	8
5.6	Quorum at General Meetings	8
5.7	Adjournment of General Meeting.....	9
5.8	Proxies.....	9
5.9	Voting at General Meeting.....	9
5.10	Determining whether resolution carried.....	10
5.11	Minutes of General Meeting	10
5.12	Regulation of the meetings	11
6.	BOARD	11
6.1	Role and powers.....	11
6.2	Delegation	11
6.3	Composition of Board.....	11

6.4	General Duties	11
6.5	Chairperson and other office bearers	11
6.6	Secretary	12
6.7	CCVT Executive Officer	12
6.8	Who is eligible to be a Director.....	12
6.9	Nominations of Directors	13
6.10	Election of Directors	13
6.11	Term of office	13
6.12	Vacation of office	14
6.13	Filling casual vacancies	14
6.14	Meetings of Board	14
6.15	Use of technology.....	14
6.16	Quorum	15
6.17	Voting.....	15
6.18	Minutes of meeting.....	15
6.19	Leave of absence.....	15
7.	FINANCIAL MATTERS.....	15
7.1	Source of funds	15
7.2	Management of funds.....	15
7.3	Financial records	16
7.4	Financial statements	16
8.	DISCIPLINARY ACTION	16
8.1	Grounds for taking disciplinary action.	16
8.2	Dispute sub-committee	16
8.3	Notice to Affiliate	16
8.4	Decision of Dispute Sub-committee	17
8.5	Appeal rights.....	17
8.6	Conduct of Disciplinary Appeal Meeting	18
8.7	Reporting to Affiliates.....	18
9.	GRIEVANCE PROCEDURE	18
9.1	Application	18
9.2	Parties must attempt to resolve the dispute.....	18
9.3	Appointment of mediator.....	18
9.4	Mediation process.....	19
9.5	Failure to resolve dispute by mediation	19
9.6	Composition of Dispute Sub-committee	19
10.	GENERAL MATTERS.....	19
10.1	Common seal	19
10.2	Registered address.....	20

10.3	Notice requirements	20
10.4	Custody and inspection of books and records.....	20
10.5	Winding up and cancellation.....	21
10.6	Alteration of constitution	21
11.	TRANSITIONAL ARRANGEMENTS	21
11.1	Composition of Board	21
11.2	Timing of certain provisions coming into effect	21
11.3	Election of Directors	21

1. PRELIMINARY

1.1 Name

The name of the incorporated association is "Churches of Christ in Victoria and Tasmania Inc", formerly known as the Conference of Churches of Christ in Victoria and Tasmania Inc.

1.2 Principal purpose

The Principal Purpose for which CCVT Inc is established is:

To be a movement of the people of God gathering in and around the central figure of Jesus Christ, empowered by the Holy Spirit, living out his Way in our neighbourhoods and inviting others to do the same.

1.3 Values

The Gospel

We passionately value the good news about God as revealed to us in Jesus Christ, and are committed to the mission of communicating it and sharing it with others, making disciples who can make more disciples, and so extend the Kingdom of God in accordance with the Great Commission and the Great Commandment.

The Scriptures

We value and affirm the centrality of the scriptures as our authority for Christian belief, identity and practice.

Diversity

We value and recognise the diversity of Christian understanding, belief and experience, expressed with a spirit of unity and interdependence. Therefore, we value the freedom, flexibility and creativity of a variety of ministry practice and expression, and are committed to the nurture of a diversity of healthy and growing mission-shaped churches that, by crossing frontiers and impacting cultures, are a sign, witness and foretaste of all that God has for the world through Jesus Christ.

Formation

We value various spiritual practices and disciplines described in the New Testament as aspects of our formation as disciples of Jesus, and our constant renewal by God and the Holy Spirit. Therefore we passionately encourage active personal formation through practices and disciplines that include (but are not limited to) baptism, the breaking of bread, fellowship, prayer, worship, meditation, stewardship, spiritual gift discovery etc.

Mutual Ministry

We value the unique contribution to ministry of each individual believer, and are committed to equipping believers (through, for example, the five-fold ministry pattern of Ephesians 4:11-16), and releasing them to participate in ministry and mission on the basis of their giftedness and capacity.

Servanthood

We value the biblical principles of servanthood and therefore seek to be a servant church committed to responding to human need with love and compassion, to identifying and releasing servant leaders and so to positively influence society.

Intentional Stewardship

We value the biblical principles of stewardship, and, under obligation to God, we will together work for responsible creation care and the faithful stewardship of our story and our resources.

Justice

We value the dignity, equality and inherent worth of all persons regardless of gender, race, economic standing or belief system. Therefore, in announcing the Kingdom and expectant of its arrival, we will work for social justice, equal opportunity for all persons, and the responsible care and management of the environment.

Collaboration and Unity

We value the close fellowship, community and collaboration of all those who accept Jesus as Lord and Saviour. Therefore, we passionately seek to promote unity in the wider church and are committed to the ultimate ideal of visible unity.

1.4 Financial year

The Financial year of CCVT Inc is each period of 12 months ending on 31 December.

1.5 Definitions

In this constitution:

“ACNC Legislation” means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth) and the *Australian Charities and Not-for-profits Commission (Consequential and Transitional) Act 2012* (Cth).

“Affiliate” means a member of CCVT Inc.

“Agency” means an agency, mission order or other organisation other than a Church.

“AGM” means the Annual General Meeting convened in accordance with clause 5.1.

“Board” means the Board having management of the business of CCVT Inc.

“Board meeting” means a meeting of the Board held in accordance with this constitution.

“CCFS” means Churches of Christ Financial Services.

“CCVT” means CCVT Entities and CCVT Partners collectively.

“CCVT Entity” means an entity listed in clause 3.2.

“CCVT Inc” means the association named in clause 1.1.

“CCVT Partner” means an entity listed in clause 3.3

“Chair” means the person appointed to that position of the Board under clause 6.10(b).

“Chairperson” of a General Meeting or Board meeting, means the person chairing the meeting as required under clause 6.5.

“Church” means a church or other missional community.

“Community Care” means Churches of Christ Community Care.

“Director” means a member of the Board elected or appointed under Section 3 of Clause 6.

“Deputy Chair” means the person appointed to that position of the Board under clause 6.10(b).

“Disciplinary Appeal Meeting” means a meeting of the Affiliates convened under clause 8.5(c).

“Disciplinary Meeting” means a meeting of the Dispute Sub-committee convened for the purposes of clause 8.4.

“Dispute Sub-committee” means the sub-committee appointed under clause 8.2.

“Financial year” means the 12 month period specified in clause 1.4.

“General Meeting” means a meeting of the Affiliates convened in accordance with clause 5 and includes an Annual General Meeting, a Special General Meeting and a disciplinary appeal meeting.

“Principal Purpose” means the purpose set out in clause 1.2.

“Properties Corporation” means The Properties Corporation of the Churches of Christ and the Churches of Christ, Tasmania collectively.

“Secretary” shall mean the person appointed to that position by the Board from time to time, on such conditions and for such period as the Board sees fit. Such person shall not become a Director by virtue of their appointment to the position of Secretary.

“Special Resolution” means a resolution of which notice has been given under clause 5.4(b) and that has been passed by at least 75% of the votes cast by Delegates and Proxy Delegates entitled to vote on the resolution.

“Stirling” means Stirling Theological College.

“the Act” means the *Associations Incorporation Reform Act 2012* (Vic).

“the Registrar” means the Registrar of Incorporated Associations.

1.6 Interpretation

In this constitution, unless expressly provided otherwise, 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 passed under it.

2. POWERS OF CCVT

2.1 General powers

Subject to the Act, CCVT Inc has the capacity and powers of an individual and may do all things incidental or conducive to achieve its Principal Purpose.

2.2 Not-for-profit organisation

The assets and income of CCVT Inc shall be applied solely in furtherance of its purposes and no portion shall be distributed directly or indirectly to the Affiliates of the organisation except as bona fide compensation for services rendered, goods supplied, or expenses incurred on behalf of the organisation, or for the carrying out of CCVT Inc’s purposes.

3. CCVT ENTITIES AND PARTNERS

3.1 Mode of operation

The CCVT Entities and Partners agree to act in partnership to achieve the purposes of CCVT Inc.

3.2 CCVT Entities

(a) CCVT Entities as at the date of adoption of this constitution are:

(i) Properties Corporation

Properties Corporation has responsibility for all matters relating to property and trusteeship of Churches of Christ in Victoria.

Except where otherwise indicated at the time of election or appointment, persons elected or appointed as Directors of CCVT Inc are, by virtue of this provision, also elected or appointed as Trustees of Properties Corporation for the purposes of *The Churches of Christ in Victoria Property Act* (1941).

(ii) Churches of Christ, Tasmania

Churches of Christ, Tasmania has responsibility for all matters relating to property and trusteeship of Churches of Christ in Tasmania.

The appointment of the Churches of Christ, Tasmania Executive will be noted at the CCVT AGM.

(iii) Community Care

Community Care is responsible for the development and conduct of caring and benevolent programs of CCVT Inc.

Except where otherwise indicated at the time of election or appointment, persons elected or appointed as Directors of CCVT Inc are, by virtue of this provision, also elected or appointed as Directors of Community Care.

(iv) Churches of Christ Financial Services

CCFS is responsible for providing financial and ancillary services to Affiliates of CCVT Inc and others.

The appointment of Directors of CCFS is to be noted at the AGM.

- (b) All CCVT Entities shall be authorised to collect and disburse their own funds and shall submit to the AGM a financial statement duly audited. They shall be responsible to CCVT Inc, and shall duly report their proceedings thereto.

3.3 CCVT Partners

- (a) The CCVT National Partner at the date of the adoption of this constitution is:

(i) Stirling

Stirling is the national partner responsible for theological education and ministry and leadership formation. A written agreement will describe both the partnership and how Stirling is accountable to the Council of Churches of Christ in Australia through CCVT Inc.

The appointment of Directors of Stirling will be noted at the AGM.

(ii) Other Partners

In order to achieve its purposes CCVT Inc may through a board decision form other partnerships, national or otherwise, via appropriate written agreement(s).

- (b) All CCVT Partners shall be authorised to collect and disburse their own funds and shall submit to the AGM a financial statement duly audited.

4. AFFILIATES

4.1 Affiliates

- (a) CCVT Inc must have at least five members, known as "Affiliates".
- (b) There are two categories of Affiliates:
- (i) Affiliated Churches; and
 - (ii) Affiliated Agencies.

4.2 Application for Affiliation

- (a) Any Church or Agency desiring to become an Affiliate of CCVT Inc ("Applicant") may apply provided it:
- (i) supports the purposes of CCVT Inc;
 - (ii) agrees to comply with this constitution; and

- (iii) is willing to enter into and abide by an affiliation agreement.
- (b) Application shall be made in writing to the CCVT Executive Officer at least eight weeks before the AGM.
- (c) The CCVT Executive Officer shall notify all Affiliates of the name of any Applicants at least six weeks before the AGM.
- (d) An Affiliate may object to an application for Affiliation where the objection bears upon the good standing or otherwise of churches or agencies and upon the advisability of it being an Affiliate of CCVT Inc.
- (e) An objection must be in writing and forwarded to the CCVT Executive Officer at least four weeks before the AGM.
- (f) Upon receiving an objection in accordance with this clause, representatives of the Board shall meet with representatives of the objecting Affiliate and representatives of the Applicant objected to, shall hear the evidence relating to such objections, and shall present a recommendation to the AGM. No discussion in reference to objections shall be permitted at the AGM, except on the recommendation of the Board.
- (g) An Application for affiliation is approved by acclamation at the AGM, this being the first business of the AGM, and takes effect from the date the agreement referred to in clause 4.3(a)(ii) is signed by the applicant.

4.3 New Affiliation

- (a) If an application for Affiliation is approved:
 - (i) the resolution to accept the Affiliation must be recorded in the minutes of the meeting;
 - (ii) provided the Church or Agency's affiliation with CCVT Inc is confirmed by an affiliation agreement jointly signed by the Applicant's leaders and the CCVT Executive Officer or a Director; the Secretary must, as soon as practicable, enter the name and address of the new Affiliate, and the date of becoming an Affiliate, in the register of Affiliates.

4.4 Ministry Contribution

- (a) Every Affiliated Church shall contribute each year to the annual Budget of CCVT Inc on a percentage basis of the Affiliated Church's general offerings, as reported in the Church's census of the previous year.
- (b) The percentage of the Affiliated Church's general offerings that will form the Ministry Contribution is determined by resolution of the AGM.
- (c) Every Affiliated Agency shall contribute each year to the annual Budget of CCVT Inc an amount determined by the Board.
- (d) If an Affiliate's Ministry Contribution provided for in this clause 4.4(a) remains unpaid for a period of twelve months, the representatives of the Affiliate shall meet with representatives of CCVT Inc to discuss the Affiliate's circumstances, and shall not be entitled to official representation at the AGM or any other General Meeting until all outstanding contributions are paid; if the Ministry Contribution remains unpaid for three consecutive years the Affiliate's ongoing Affiliation will be reviewed.
- (e) The liability of an Affiliate to contribute towards the payment of the debts and liabilities of CCVT Inc or the costs, charges and expenses of the winding up of CCVT

Inc is limited to the amount, if any, unpaid by the Affiliate in respect of affiliation with CCVT Inc as required by this clause.

4.5 General rights of Affiliates

- (a) An Affiliate of CCVT Inc has the right:
 - (i) to representation at General Meetings as set out in clause 5.9(a);
 - (ii) to receive notice of General Meetings and of proposed special resolutions in the manner and time prescribed by this constitution; and
 - (iii) to submit items of business for consideration at a General Meeting in accordance with clause 5.4; and
 - (iv) to attend and be heard at General Meetings; and
 - (v) to have access to the minutes of General Meetings and other documents of CCVT Inc as provided under clause 10.3(a); and
 - (vi) to inspect the register of Affiliates as provided in clause 4.8.

4.6 Rights not transferable

The rights of an Affiliate are not transferable and end when Affiliation ceases.

4.7 Disaffiliation

- (a) Disaffiliation may occur by mutual agreement between the Affiliate and CCVT Inc, or as an outworking of the disciplinary or grievance procedures in clauses 8 and 9.
- (b) Where an Affiliate wishes to disaffiliate it must notify the CCVT Executive Officer in writing of that decision not less than six weeks before the date of the AGM. The CCVT Executive Officer will notify Affiliates not less than four weeks before the date of the AGM. The AGM may by resolution declare that the Affiliate is no longer an Affiliate and any conditions which apply.
- (c) If a Church or Agency ceases to be an Affiliate of CCVT Inc, the Secretary must, as soon as practicable, enter the date the affiliation ceased in the register of Affiliates.

4.8 Register of Affiliates

- (a) The Secretary must keep and maintain a register of Affiliates that includes:
 - (i) for each current Affiliate:
 - (A) the Affiliate's name;
 - (B) the address for notice last given by the Affiliate;
 - (C) the date of becoming an Affiliate;
 - (D) the category of Affiliation;
 - (E) any other information determined by the Board; and
 - (ii) for each former Affiliate, the date of ceasing to be an Affiliate.

5. GENERAL MEETINGS OF CCVT INC

5.1 Annual General Meetings

- (a) The Board must convene an Annual General Meeting (“AGM”) of CCVT Inc to be held within five months after the end of each Financial year.
- (b) The Board may determine the date, time and place of the AGM.
- (c) The notice convening the AGM must specify that the meeting is an AGM.
- (d) The ordinary business of the AGM is as follows:

- (i) to confirm the minutes of the previous AGM and of any Special General Meeting held since then;
- (ii) to receive and consider:
 - (A) the annual report of the Board on the activities of CCVT Inc during the preceding Financial year;
 - (B) the financial statements of CCVT Inc for the preceding Financial year submitted by the Board in accordance with part 7 of the Act; and
 - (C) financial statements duly audited, and a report of the proceedings, of each CCVT Entity; and
 - (D) financial statements duly audited of each CCVT Partner.
- (iii) to elect the Directors in accordance with clause 5 of this constitution.
- (e) The AGM may also conduct any other business of which notice has been given in accordance with this constitution.

5.2 Special General Meetings

- (a) Any General Meeting of CCVT Inc, other than an AGM or a Disciplinary Appeal Meeting, is a Special General Meeting.
- (b) The Board may convene a Special General Meeting whenever it thinks fit.

5.3 Special General Meeting held at request of Affiliates

- (a) The Board must convene a Special General Meeting if a request to do so is made in accordance with clause 5.3(b) by at least ten Affiliates.
- (b) A request for a Special General Meeting must:
 - (i) be in writing; and
 - (ii) state the business to be considered at the meeting and any resolutions to be proposed; and
 - (iii) include the names and signatures of the Affiliates requesting the meeting; and
 - (iv) be given to the Secretary.
- (c) If the Board does not hold a Special General Meeting within six weeks after the date on which the request is made, the Affiliates making the request (or any of them) may convene the Special General Meeting.
- (d) A Special General Meeting convened by Affiliates under clause 5.3(c):
 - (i) must be held within three months after the date on which the original request was made; and
 - (ii) may only consider the business stated in that request.
- (e) CCVT Inc must reimburse all reasonable expenses incurred by the Affiliates convening a Special General Meeting under clause 5.3(c).

5.4 Notice of General Meetings

- (a) The CCVT Executive Officer must give to each Affiliate:
 - (i) at least 21 days' notice of a Special General Meeting.
 - (ii) at least three months' notice of the date, time and place of the AGM;

- (iii) at least 21 days' notice of the general nature of each item of business to be considered at a General Meeting.
- (b) If a special resolution is to be proposed at a meeting the notice must:
 - (i) state in full the proposed resolution; and
 - (ii) state the intention to propose the resolution as a special resolution.
- (c) Any member in good standing and fellowship of an Affiliate may propose a resolution for consideration at a General Meeting.
- (d) A member in good standing and fellowship of an Affiliate proposing a motion must give notice in writing to the CCVT Executive Officer six weeks prior to the AGM setting forth all proposed motions and signed by the proposer.
- (e) The Board shall forward notice of any proposed motions to all Affiliates at least four weeks prior to the AGM.
- (f) No motions shall be submitted to the AGM unless they are proposed in accordance with this clause except:
 - (i) where the motion is for the receipt and adoption of reports or votes of thanks; or
 - (ii) where 80% of the delegates present and voting without discussion permit a motion to be introduced; save that such permission shall not be given for the introduction of motions involving financial appeals.
- (g) This clause does not apply to a Disciplinary Appeal Meeting.

5.5 Use of technology

- (a) An Affiliate not physically represented at a General Meeting may be permitted to participate in the meeting by the use of technology that allows that Affiliate and the Affiliates represented at the meeting to clearly and simultaneously communicate with each other.
- (b) For the purposes of this Clause, an Affiliate participating in a General Meeting as permitted under clause 5.5(a) is taken to be present at the meeting and, if the Affiliate votes at the meeting, is taken to have voted in person.

5.6 Quorum at General Meetings

- (a) No business may be conducted at a General Meeting unless a quorum of Affiliates is present.
- (b) The quorum for a General Meeting is the presence (in person, by proxy or as allowed under clause 5.5) of 25 per cent of Affiliates entitled to send delegates or proxies.
- (c) If a quorum is not present within 30 minutes after the notified commencement time of a General Meeting:
 - (i) in the case of a meeting convened by, or at the request of, Affiliates under clause 5.3 - the meeting must be dissolved;
 - (ii) in any other case:
 - (A) the meeting must be adjourned to a date not more than 21 days after the adjournment; and
 - (B) notice of the date, time and place to which the meeting is adjourned must be given at the meeting and confirmed by written

notice given to all Affiliates as soon as practicable after the meeting.

- (d) If a quorum is not present within 30 minutes after the time to which a General Meeting has been adjourned under clause 5.6(c)(ii), the delegates present at the meeting (if not fewer than 3) may proceed with the business of the meeting as if a quorum were present.

5.7 Adjournment of General Meeting

- (a) The Chairperson of a General Meeting at which a quorum is present may, with the consent of a majority of Affiliates present at the meeting, adjourn the meeting to another time at the same place or at another place.
- (b) Without limiting clause 5.7(a), a meeting may be adjourned:
 - (i) if there is insufficient time to deal with the business at hand; or
 - (ii) to give the Affiliates more time to consider an item of business.
- (c) No business may be conducted on the resumption of an adjourned meeting other than the business that remained unfinished when the meeting was adjourned.
- (d) Notice of the adjournment of a meeting under this clause is not required unless the meeting is adjourned for 14 days or more, in which case notice of the meeting must be given in accordance with clause 5.4.

5.8 Proxies

- (a) An Affiliate may request that a proxy delegate be appointed by the CCVT Executive Officer to vote and speak on its behalf at a General Meeting.
- (b) The request must be in writing and signed by the Affiliate making the request.
- (c) The Affiliate requesting the appointment of a proxy delegate may give specific directions as to how the proxy is to vote on its behalf, otherwise the proxy may vote on behalf of the Affiliate in any matter as they see fit.
- (d) If the Board has approved a form for requesting the appointment of a proxy delegate, the Affiliate may use that, or any other form that clearly requests the appointment of a proxy delegate and that has been signed by the Affiliate.
- (e) A form requesting the appointment of a proxy delegate must be given to the CCVT Executive Officer in accordance with clause 5.9(c).

5.9 Voting at General Meeting

- (a) Subject to clause 5.9(b) Affiliates shall be entitled to representation at the AGM and other General Meetings of CCVT as follows:
 - (i) Churches with not more than 100 members, two delegates;
 - (ii) Churches with more than 100 members, two delegates for the first 100, and one for each subsequent 50 or part thereof; and
 - (iii) Agencies, one delegate.
- (b) Each delegate has one vote.
- (c) By 5pm on the Monday immediately prior to the meeting, each Affiliate wishing to exercise one or more votes at the meeting shall forward to the CCVT Executive Officer:

- (i) notice of the name or names of the delegate or delegates of such Affiliate, such notice being sufficient evidence of appointment unless the contrary is proved; and/or
 - (ii) a request that the CCVT Executive Officer appoint one or more proxy delegates on the Affiliate's behalf.
- (d) Affiliates must provide delegates with a copy of the notice of meeting and reports issued for the meeting.
- (e) On any question arising at a General Meeting:
 - (i) any member in good standing and fellowship of any Affiliate may take part in the deliberations, although only Delegates can vote;
 - (ii) the Chair will announce the number of proxy delegates held by the Chair who have voted for and against the resolution;
 - (iii) where voting is conducted on a show of hands; delegates other than the Chair who are also proxy delegates only have one vote and cannot exercise any votes as proxy delegates; and
 - (iv) except in the case of a special resolution, the question must be decided on a majority of votes.
- (f) If votes are divided equally on a question, the Chairperson of the meeting has a second or casting vote.
- (g) If the question is whether or not to confirm the minutes of a previous meeting, only delegates who were present at that meeting may vote.
- (h) This clause does not apply to a vote at a Disciplinary Appeal Meeting conducted under clause 8.6.

5.10 Determining whether resolution carried

- (a) Subject to clause 5.10(b), the Chairperson of a General Meeting may, on the basis of a show of hands, declare that a resolution has been:
 - (i) carried; or
 - (ii) carried unanimously; or
 - (iii) carried by a particular majority; or
 - (iv) lost; and
 an entry to that effect in the minutes of the meeting is proof of that fact.
- (b) If a poll (where votes are cast in writing) is demanded by one or more delegates on any question:
 - (i) the poll must be taken at the meeting in the manner determined by the Chairperson of the meeting; and
 - (ii) the Chairperson must declare the result of the resolution on the basis of the poll.
- (c) A poll demanded on the election of the Chairperson or on a question of an adjournment must be taken immediately.
- (d) A poll demanded on any other question must be taken before the close of the meeting at a time determined by the Chairperson.

5.11 Minutes of General Meeting

- (a) The Board must ensure that minutes are taken and kept of each General Meeting.

- (b) The minutes must record the business considered at the meeting, any resolution on which a vote is taken and the result of the vote.
- (c) In addition, the minutes of each AGM must include:
 - (i) the financial statements submitted to the Affiliates in accordance with clause 5.1(d)(ii)(B); and
 - (ii) the certificate signed by two Directors certifying that the financial statements give a true and fair view of the financial position and performance of CCVT Inc; and
 - (iii) any audited accounts and auditor's report or report of a review accompanying the financial statements that are required under the Act.

5.12 Regulation of the meetings

- (a) The Chairperson has discretion to regulate the conduct of General Meetings, subject to any resolution of the Affiliates at the meeting.
- (b) The Chairperson of a General Meeting should provide a reasonable opportunity for Affiliates to make comments and ask questions.

6. BOARD

Section 1 - Powers of Board

6.1 Role and powers

- (a) The business of CCVT Inc must be managed by or under the direction of a Board.
- (b) The Board may exercise all the powers of CCVT Inc except those powers that this constitution or the Act require to be exercised by General Meetings of the Affiliates of CCVT Inc.

6.2 Delegation

- (a) The Board may delegate any of its powers and functions.
- (b) The Board may revoke a delegation wholly or in part.
- (c) The Board may establish sub-committees consisting of such persons with such terms of reference it considers appropriate.

Section 2 - Composition of Board and duties of Affiliates

6.3 Composition of Board

- (a) The Board shall consist of
 - (i) a minimum of six and a maximum of nine Directors elected by the Affiliates; and
 - (ii) the CCVT Executive Officer .

6.4 General Duties

- (a) The Act imposes duties on office holders, which office holders should be aware of and comply with.
- (b) In addition to duties imposed by the Act, CCVT Inc must comply with its duties under the ACNC Legislation, so far as the ACNC Legislation applies.

6.5 Chairperson and other office bearers

- (a) The Board shall from time to time, by simple majority:
 - (i) appoint one of its Directors to the position of Chair, and shall determine the period for which such person is to hold office as Chair; and

- (ii) appoint one of its Directors to the position of Deputy Chair, and shall determine the period for which such person is to hold office as Deputy Chair; and
 - (iii) determine the description, number and duties of any other office bearer positions (if any); and
 - (iv) appoint and/or remove Director/s to such other office bearer positions (if any).
- (a) Subject to clause 6.5(b), the Chair or, in the Chair's absence, the Deputy-Chair is the Chairperson for any General Meetings and for any Board meetings.
 - (b) If the Chair and the Deputy-Chair are both absent, or are unable to preside, the Chairperson of the meeting must be:
 - (i) in the case of a General Meeting – a delegate elected by the other delegates present; or
 - (ii) in the case of a Board meeting - a Director elected by the other Directors present.

6.6 Secretary

- (a) The position of Secretary must not remain vacant for any period exceeding 14 days.
- (b) A person may not be appointed to the position of Secretary unless the person:
 - (i) consents to being appointed as Secretary; and
 - (ii) is resident in Australia.
- (c) The Secretary must:
 - (i) maintain the register of Affiliates in accordance with clause 4.8; and
 - (ii) perform any other duty or function imposed on the Secretary by this constitution.
- (d) The Secretary must give to the Registrar notice of their appointment within 14 days after the appointment.

6.7 CCVT Executive Officer

- (a) The CCVT Executive Officer is authorised to carry out the policies, decisions and strategic objectives of the Board and shall also be a Director of CCVT Inc in accordance with clause 6.3(a).
- (b) The CCVT Executive Officer shall be a Director of Community Care, Stirling, and CCFS and a trustee of Properties Corporation, and shall be issued with notice of meetings and copies of minutes as and when supplied.
- (c) The CCVT Executive Officer shall be appointed by the Board and may hold office for a term not exceeding five years, but shall be eligible for re-appointment.
- (d) The CCVT Executive Officer shall make appropriate arrangements for the custody of the common seal (if any) of CCVT Inc and all other books, documents and securities of CCVT Inc.

Section 3 - Election of Directors and tenure of office

6.8 Who is eligible to be a Director

- (a) A person is eligible to be elected as a Director if the person:
 - (i) supports the Principal Purpose; and

- (ii) is a member in good standing and fellowship of any Affiliate;
- (iii) has demonstrated commitment to mission, and appropriate connections and capabilities; and
- (iv) is not an employee of a CCVT Entity, other than the CCVT Executive Officer.

6.9 Nominations of Directors

- (a) Prior to the election of each position, the CCVT Executive Officer must call for nominations to fill that position.
- (b) An eligible person may be nominated by a member in good standing and fellowship with an Affiliate.
- (c) Nominations must be received by six weeks prior to the AGM.
- (d) Nominations will be considered by a nominations committee established by the Board.

6.10 Election of Directors

- (a) At the AGM an election must be held by ballot to fill any vacant positions on the Board.
- (b) Each of the Directors must be elected separately, unless:
 - (i) the delegates and proxies have first passed a resolution that the appointments may be voted on together, and
 - (ii) no votes were cast against that resolution.
- (c) A nominee shall only be elected if approved by at least two thirds of the delegates who have cast valid votes.
- (d) In the event that the number of nominees exceeds the number of vacancies to be filled, the nominees receiving the highest number of votes shall be deemed elected.

6.11 Term of office

- (a) Subject to clause 6.11(c), clause 6.12, and clause 11, a Director holds office for a period of three years.
- (b) A Director may be re-elected, provided that
 - (i) a Director may not be elected for more than three terms consecutively; and
 - (ii) a Director may not be nominated again for a period of one year after the completion of the third term, unless the Board resolves to waive this requirement.
- (c) A General Meeting of CCVT Inc may:
 - (i) by special resolution remove a Director from office; and
 - (ii) elect a person to fill the vacant position.
- (d) A Director who is the subject of a proposed special resolution under clause 6.11(c)(i) may make representations in writing to the Secretary or Chair (not exceeding a reasonable length) and may request that the representations be provided to the Affiliates.
- (e) The Secretary or the Chair may give a copy of the representations to each Affiliate or, if they are not so given, the Director may require that they be read out at the meeting at which the special resolution is to be proposed.

6.12 Vacation of office

- (a) A Director may resign from the Board by written notice addressed to the Board.
- (b) A person ceases to be a Director if they:
 - (i) resign;
 - (ii) are removed from office by special resolution;
 - (iii) fail to attend three consecutive Board meetings (other than urgent Board meetings) without leave of absence under clause 6.19; or
 - (iv) are convicted of an indictable offence;
 - (v) otherwise cease to be a Director by operation of section 78 of the Act;
 - (vi) no longer meet the eligibility criteria in clause 6.8(a), as determined by the Dispute Sub-committee; or
 - (vii) becomes ineligible to be a Director by virtue of the ACNC Legislation.

6.13 Filling casual vacancies

- (a) The Board may appoint an eligible member of an Affiliate to fill a position on the Board that:
 - (i) has become vacant under clause 6.12; or
 - (ii) was not filled by election at the last AGM.
- (b) A person appointed by the Board under this clause shall hold office, subject to this constitution, until the conclusion of the next AGM following the date of the appointment.
- (c) A Director appointed under the previous paragraph shall not be taken into account in determining the number of Directors who are to retire at the AGM.
- (d) The Board may continue to act despite any vacancy in its membership, subject to the following clause.
- (e) If the number of Directors falls below six,
 - (i) the Directors must act as soon as possible to increase the number of Directors to six; and
 - (ii) until that has happened, the Directors may only act if and to the extent that there is an emergency requiring them to act.

Section 4 - Meetings of Board

6.14 Meetings of Board

- (a) The Board must meet at least four times in each year at the dates, times and places determined by the Board.
- (b) Notice of each Board meeting must be given to each Director, in such manner as the Board considers appropriate.
- (c) The Board may regulate its meetings as it sees fit.

6.15 Use of technology

- (a) A Director who is not physically present at a Board meeting may participate in the meeting by the use of technology that allows that Director and the Directors present at the meeting to clearly and simultaneously communicate with each other.

- (b) For the purposes of this Clause, a Director participating in a Board meeting as permitted under clause 6.15(a) is taken to be present at the meeting and, if the Director votes at the meeting, is taken to have voted in person.

6.16 Quorum

- (a) No business may be conducted at a Board meeting unless a quorum is present.
- (b) The quorum for a Board meeting is the presence (in person or as allowed under clause 6.15) of a majority of the Directors holding office.

6.17 Voting

- (a) On any question arising at a Board meeting, each Director present at the meeting has one vote.
- (b) A motion is carried if a majority of Directors present at the meeting vote in favour of the motion.
- (c) If votes are divided equally on a question, the Chairperson of the meeting has a second or casting vote.

6.18 Minutes of meeting

- (a) The Board must ensure that minutes are taken and kept of each Board meeting.
- (b) The minutes must record the following:
 - (i) the names of the Directors in attendance at the meeting;
 - (ii) the business considered at the meeting;
 - (iii) any resolution on which a vote is taken and the result of the vote; and
 - (iv) any material personal interests disclosed in accordance with the Act.

6.19 Leave of absence

- (a) The Board may grant a Director leave of absence from Board meetings for a period not exceeding three months.

6.20 Passing resolutions without meetings

- (a) The Board may pass a resolution without a meeting if a majority of Directors consent to the resolution in writing. Such a resolution is valid and effectual as if it had been passed at a Board meeting that was properly convened and held.
- (b) For the purpose of this clause, approval in writing may be transmitted by post, email, facsimile or any other means of electronic transmission.

7. FINANCIAL MATTERS

7.1 Source of funds

The funds of CCVT Inc may be derived from Ministry Contributions, donations, fundraising activities, grants, interest and any other sources approved by the Board.

7.2 Management of funds

- (a) The Board may approve expenditure on behalf of CCVT Inc.
- (b) The Board may authorise the expenditure of funds on behalf of CCVT Inc without requiring approval from the Board for each item on which the funds are expended.
- (c) The CCVT Executive Officer shall be responsible for the approval of payments (including signing of cheques) or may appoint other proper officers of the organisation to do so. All cheques will require two signatures.

7.3 Financial records

- (a) CCVT Inc must retain the financial records for seven years after the transactions covered by the records are completed.

7.4 Financial statements

- (a) For each Financial year, the Board must ensure that:
 - (i) the requirements under the Act relating to the financial statements of CCVT Inc are met; and
 - (ii) the requirements of the ACNC Legislation are met.
- (b) Without limiting clause 7.4(a), those requirements include:
 - (i) the preparation of the financial statements;
 - (ii) if required, the review or auditing of the financial statements;
 - (iii) the certification of the financial statements by the Board;
 - (iv) the submission of the financial statements to the AGM;
 - (v) the lodgement with the Registrar of the financial statements and accompanying reports, certificates, statements and fee.

8. DISCIPLINARY ACTION

8.1 Grounds for taking disciplinary action.

- (a) CCVT Inc may take disciplinary action against an Affiliate in accordance with this clause.

8.2 Dispute sub-committee

- (a) If the Board is satisfied that there are sufficient grounds for taking disciplinary action against an Affiliate, the Board must refer the matter to the Dispute Sub-committee to hear the matter and determine what action, if any, to take against the Affiliate.
- (b) The Board may have regard to any matter it considers relevant in determining whether there are sufficient grounds for taking disciplinary action, including but not limited to:
 - (i) conduct which is inconsistent with the Principal Purpose of CCVT Inc;
 - (ii) non-compliance with this constitution;
 - (iii) conduct which is prejudicial to CCVT Inc;
 - (iv) non-compliance with the affiliation agreement.

8.3 Notice to Affiliate

- (a) Before disciplinary action is taken against an Affiliate, the Executive Officer must give written notice to the Affiliate:
 - (i) stating that CCVT Inc proposes to take disciplinary action against the Affiliate; and
 - (ii) stating the grounds for the proposed disciplinary action; and
 - (iii) specifying the date, place and time of the meeting at which the Dispute Sub-committee intends to consider the disciplinary action (“the Disciplinary Meeting”); and
 - (iv) advising the Affiliate that it may do one or both of the following:

- (A) attend the Disciplinary Meeting and address the Dispute Sub-committee at that meeting;
- (B) give a written statement to the Dispute Sub-committee at any time before the Disciplinary Meeting; and
- (v) setting out the Affiliate's appeal rights under clause 8.5.
- (b) The notice must be given no earlier than 28 days, and no later than 14 days, before the Disciplinary Meeting is held.

8.4 Decision of Dispute Sub-committee

- (a) At the Disciplinary Meeting, the Dispute Sub-committee must:
 - (i) give the Affiliate an opportunity to be heard; and
 - (ii) consider any written statement submitted by the Affiliate.
- (b) After complying with clause 8.4(a), the Dispute Sub-committee may:
 - (i) take no further action against the Affiliate; or
 - (ii) subject to clause 8.4(c):
 - (A) reprimand the Affiliate; or
 - (B) suspend the Affiliation rights of the Affiliate for a specified period; or
 - (C) disaffiliate the Affiliate from CCVT Inc.
- (c) The Dispute Sub-committee may not fine the Affiliate.
- (d) The suspension of Affiliation rights or the disaffiliation of an Affiliate by the Dispute Sub-committee under this clause takes effect immediately after the vote is passed.

8.5 Appeal rights

- (a) An Affiliate whose Affiliation rights have been suspended or who has been disaffiliated from CCVT Inc or reprimanded under clause 8.4 may give notice to the effect that it wishes to appeal against the suspension or disaffiliation or reprimand.
- (b) The notice must be in writing and given:
 - (i) to the Dispute Sub-committee immediately after the vote to suspend or disaffiliate or reprimand the person is taken; or
 - (ii) to the Secretary not later than 48 hours after the vote.
- (c) If an Affiliate has given notice under clause 8.5(b), a Disciplinary Appeal Meeting must be convened by the Board as soon as practicable, but in any event not later than 30 days, after the notice is received.
- (d) Notice of the Disciplinary Appeal Meeting must be given to each Affiliate who is entitled to vote as soon as practicable and must:
 - (i) specify the date, time and place of the meeting; and
 - (ii) state:
 - (A) the name of the Affiliate against whom the disciplinary action has been taken; and
 - (B) the grounds for taking that action; and

- (C) that at the Disciplinary Appeal Meeting the Affiliates present must vote on whether the decision to suspend or disaffiliate or reprimand the person should be upheld or revoked.

8.6 Conduct of Disciplinary Appeal Meeting

- (a) At a Disciplinary Appeal Meeting:
 - (i) no business other than the question of the appeal may be conducted; and
 - (ii) the Board must state the grounds for suspending or disaffiliating or reprimanding the Affiliate and the reasons for taking that action; and
 - (iii) the Affiliate whose Affiliation has been suspended or who has been disaffiliated or reprimanded must be given an opportunity to be heard.
- (b) After complying with clause 8.6(a), the delegates present and entitled to vote at the meeting must vote by secret ballot on the question of whether the decision to suspend, disaffiliate or reprimand the Affiliate should be upheld or revoked.
- (c) An Affiliate may not vote by proxy at the meeting.
- (d) The decision is upheld if not less than three quarters of the votes are in favour of the decision.

8.7 Reporting to Affiliates

Where the disciplinary procedure results in suspension or disaffiliation, the outcome will be reported to the next AGM.

9. GRIEVANCE PROCEDURE

9.1 Application

- (a) The grievance procedure set out in this Section applies to disputes under this constitution between:
 - (i) an Affiliate and another Affiliate, in their capacity as members of CCVT Inc;
 - (ii) an Affiliate and the Board; and
 - (iii) an Affiliate and CCVT Inc.
- (b) An Affiliate must not initiate a grievance procedure in relation to a matter that is the subject of a disciplinary procedure until the disciplinary procedure has been completed.

9.2 Parties must attempt to resolve the dispute

The parties or their representatives must meet and discuss the matter in dispute, and, if possible, resolve the dispute within 30 days after the dispute comes to the attention of all the parties.

9.3 Appointment of mediator

- (a) If the parties to a dispute are unable to resolve the dispute between themselves within the time required by clause 9.2, the parties must within 30 days or such longer time determined by the Dispute Sub-committee:
 - (i) notify the CCVT Executive Officer or Chair of the dispute, who must in turn notify the Board; and
 - (ii) agree to or request the appointment of a mediator; and
 - (iii) attempt in good faith to settle the dispute by mediation.
- (b) The mediator must be:

- (i) a person chosen by agreement between the parties; or
- (ii) in the absence of agreement:
 - (A) if the dispute is between an Affiliate and another Affiliate - a person appointed by the Board; or
 - (B) if the dispute is between an Affiliate and the Board or CCVT Inc - a person appointed by the Dispute Sub-committee.
- (c) The mediator must be a member in good standing and fellowship with an Affiliate and must not be a person who:
 - (i) has a personal interest in the dispute; or
 - (ii) is biased in favour of or against any party.

9.4 Mediation process

- (a) The mediator to the dispute, in conducting the mediation, must:
 - (i) give each party an opportunity to be heard; and
 - (ii) allow due consideration by all parties of any written statement submitted by any party; and
 - (iii) ensure that natural justice is accorded to the parties throughout the mediation process.
- (b) The mediator must not determine the dispute.

9.5 Failure to resolve dispute by mediation

If the mediation process does not resolve the dispute, the parties must notify the Dispute Sub-committee which will make a final determination of the dispute within 30 days.

9.6 Composition of Dispute Sub-committee

- (a) The Board shall appoint a Dispute Sub-committee which will meet as required to perform the functions of the Dispute Sub-committee set out in this constitution.
- (b) The Board may determine terms of reference for the Dispute Sub-committee.
- (c) The Dispute Sub-committee may also determine other disputes in accordance with its terms of reference, provided those functions are not inconsistent with this constitution.
- (d) The members of the Dispute Sub-committee:
 - (i) may be Directors, members of Affiliates or anyone else; but
 - (ii) must not be biased against, or in favour of, the Affiliate concerned.

10. GENERAL MATTERS

10.1 Common seal

- (a) CCVT Inc may have a common seal.
- (b) If CCVT Inc has a common seal:
 - (i) the name of CCVT Inc must appear in legible characters on the common seal;
 - (ii) a document may only be sealed with the common seal by the authority of the Board and the sealing must be witnessed by the signatures of two Directors.

10.2 Registered address

The registered address of CCVT Inc may be determined from time to time by resolution of the Board.

10.3 Notice requirements

- (a) Any notice required to be given to a CCVT Entity, CCVT Partner, Affiliate or Director under this constitution may be given in person, by post or any electronic means to an address recorded in the register, or by any other means consented to by the Affiliate or Director as the case may be.
- (b) Any notice required to be given to CCVT Inc may be given:
 - (i) by handing the notice to a Director; or
 - (ii) by sending the notice by post to the registered address; or
 - (iii) by leaving the notice at the registered address; or
 - (iv) by email to the email address of CCVT Inc or the Secretary.

10.4 Custody and inspection of books and records

- (a) Access to the financial records, books, securities and any other documents of CCVT Inc, including minutes of Board meetings is only permitted as set out in this constitution, by law, or if allowed by the Board.
- (b) Affiliates may on request inspect:
 - (i) the register of Affiliates;
 - (ii) the minutes of General Meetings;
 - (iii) the accounts of CCVT Inc; and
 - (iv) this constitution,subject to clauses 10.4(c), 10.4(d), and 10.4(e).
- (c) The CCVT Executive Officer may refuse to allow a member of an Affiliate to inspect:
 - (i) the register of Affiliates if permitted by the Act; and
 - (ii) any document that relates to confidential, personal, employment, commercial or legal matters or where to do so may be prejudicial to the interests of CCVT Inc.
- (d) Affiliates must not:
 - (i) use information obtained about a person from the register of Affiliates to contact or send materials to the person; or
 - (ii) disclose information obtained about a person from the register of Affiliates knowing that the information is likely to be used to contact or send materials to the person; unlessthe purpose for which the information is used or disclosed is otherwise expressly permitted by this constitution or by law.
- (e) If CCVT Inc provides access to this constitution on CCVT Inc's website, the Board shall be deemed to have allowed an Affiliate to inspect and copy this constitution, unless the Affiliate informs CCVT Inc that it is unable to access the Clauses on the website.
- (f) Affiliates must be given a copy of this constitution and minutes of General Meetings within 14 days of CCVT Inc receiving a request by the Affiliate and the Affiliate paying any fee prescribed by the Board.

10.5 Winding up and cancellation

- (a) CCVT Inc may be wound up in accordance with the Act.
- (b) If CCVT Inc is wound up, any surplus assets must not be distributed to a CCVT Entity, CCVT Partner, Affiliate or a former Affiliate of the company, unless that Affiliate or former Affiliate is a charity described in clause 10.5(c).
- (c) Subject to the Act and any other applicable Act or court order, any surplus assets that remain after the company is wound up must be distributed to one or more charities:
 - (i) with charitable purpose(s) similar to, or inclusive of, the purpose(s) in clause 1.2, and
 - (ii) which also prohibit the distribution of any surplus assets to its Affiliates to at least the same extent as the company.
- (d) The decision as to the charity or charities to be given the surplus assets must be made by a special resolution of Affiliates at or before the time of winding up. If the Affiliates do not make this decision, the company may apply to the Supreme Court to make this decision.

10.6 Alteration of constitution

This constitution must not be altered except in accordance with the Act.

11. TRANSITIONAL ARRANGEMENTS

11.1 Composition of Board

Members of Conference Council in office at the time of adoption of this constitution will continue in office until the next AGM.

11.2 Timing of certain provisions coming into effect

- (a) The following clauses do not come into effect until the first AGM following the adoption of this constitution (“the next AGM”):
 - (i) Clause 6.3 (Composition of the Board);
 - (ii) Clause 6.8 (Who is eligible to be a director); and
 - (iii) Clause 6.11 (Term of office).
- (b) Insofar as is necessary, the corresponding provisions within the former constitution will continue to apply until the next AGM.

11.3 Election of Directors

- (a) Directors will be elected at the next AGM as follows:
 - (i) three directors to serve for a term of three years;
 - (ii) three directors to serve for a term of two years; and
 - (iii) three directors to serve for a term of one year.
- (b) Members of Conference Council in office at the time of adoption of this constitution may be re-elected at the next AGM for a term of one, two or three years notwithstanding any limitation on length of service which might otherwise apply.