

**THE  
CONSTITUTION  
of  
OneVine  
Community  
Church  
Inc.**

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## **1. Preamble**

- 1.1.** The “OneVine Community Church inc” is a part of a family of churches in Australia known as the “*CRC Churches International Australia Incorporated.*”. This co-operative fellowship of autonomous interdependent churches is based on mutual love, respect, loyalty and recognition of each other as expressed in the Charter of the CRC Churches International.
- 1.2.** OneVine Community Church Inc is an amalgamation of OneWay Church Inc and Vinelife Christian Fellowship Inc.

## **2. Name**

- 2.1.** The name of the organisation is OneVine Community Church Incorporated hereinafter referred to as “the Church”. The names and logos of the Church shall be the property of the Church and may only be changed by the Oversight (as defined further herein).

## **3. Definitions**

- 3.1.** In this Constitution, except where the context is inconsistent therewith, the following words shall have the meanings hereby assigned to them.
- 3.2.** ‘Act’ means the Associations Incorporation Act of the State or Territory in which the church is located or a not for profit company under Commonwealth law.
- 3.3.** ‘Administration Department’ means the group of Partners appointed to serve the Church as defined in this Constitution to manage the Business Affairs of the church including administrators, secretaries, bookkeepers etc.
- 3.4.** ‘Adopted’ Church means a church that has fallen below minimum requirements for leadership and Partnership strength and been appointed to a Governing Church whose Board shall be the Oversight of the Adopted Church.
- 3.5.** ‘Annual Progress Meeting’ means Annual General Meeting or AGM.
- 3.6.** ‘APM’ means AGM.
- 3.7.** ‘City Church’ means a Church in a location declared to be a city by the State or Territory Government.
- 3.8.** ‘Country church’ means a church located outside a city.
- 3.9.** ‘CRC’ means the CRC Churches International Australia Incorporated.
- 3.10.** ‘Church’ means a local church which may also be called Assembly, Christian Centre, Christian Fellowship, Family Centre, Community Church or Fellowship or similar and in particular the church named in this constitution.
- 3.11.** ‘CRC Local Church’ means a local church within the CRC that satisfies

the requirements of this constitution and the State or National constitutions and Charter of CRC Churches International.

- 3.12.** 'Deacon' means a person appointed to a responsible practical position and or to lead in such a responsible area.
- 3.13.** 'Director' means a departmental leader with leaders under them, or a member of the 'Oversight' depending on the context.
- 3.14.** 'Elder' means a person appointed as an example to the church also involved in caring and prayer.
- 3.15.** 'Executive Leadership Committee' means a previously minuted subcommittee of the Oversight who may act collectively as Deputy Senior Minister in situations determined under this constitution.
- 3.16.** 'Executive' or 'State Executive' means the Executive of the CRC Churches International Australia Inc of the State or Territory in which the Church is located.
- 3.17.** 'Financial Year' means the period of one calendar year as defined in this constitution.
- 3.18.** 'General Meeting' means a 'Special General Meeting' or 'Annual Progress Meeting' of Partners of the Church convened in accordance with this constitution.
- 3.19.** 'Governing Church' means a CRC Local Church which is providing the governance of an Adopted Church or an Outreach Church.
- 3.20.** 'Interdependent' means mutually responsible and dependent as an affiliate, within the common policies and guidelines, but separately governed.
- 3.21.** 'Local Church' means a localised Christian community of common faith as defined in this constitution.
- 3.22.** 'Membership' may refer to general membership of, another church, the Oversight or Management Committee, and other departments, ministries and teams of the church.
- 3.23.** 'National Council' means the National organisation of the CRC Churches International in Australia.
- 3.24.** 'National Executive' means the Executive of the CRC Churches International Australia Inc.
- 3.25.** 'Outreach Church' means a CRC Local Church begun under the legal governance of another CRC Church that is not yet affiliated with the CRC.
- 3.26.** 'Oversight' means the legal governing and overseeing body of the Church and may also be called 'the Directors', 'the Elders', 'the Eldership' or 'the Board', 'the Governing Committee' or 'the Senior Leadership Team' etc.
- 3.27.** 'Oversight Director' means a member of the Oversight.

- 3.28. 'Partner' means a Member of the Church as defined in this constitution unless the context is obviously otherwise and may also be called 'Member' or similar.
  - 3.29. 'Partnership' may refer to general membership of the church or another church
  - 3.30. 'Progress Meeting' means the annual general meeting of Partners of the Church convened in accordance with this constitution.
  - 3.31. 'Senior Minister' means the person appointed to lead the Church as defined in this constitution and will have a current CRC Credential approved by the National or State Executive.
  - 3.32. 'Special Resolution' means a special resolution defined in the Act.
  - 3.33. 'State Council' means the State organisation of the CRC Churches International in the State or Territory the church is .
  - 3.34. 'State Executive' means the Executive of the CRC Churches International Australia Inc of the State or Territory in which the Church is located or assigned to.
  - 3.35. 'Statement of Performance' or 'Performance Statement' means a statement of income and outgo or profit and loss statement etc.
  - 3.36. 'Statement of Position' or 'Position Statement' means a statement of assets and liabilities or Balance Sheet etc.
  - 3.37. Words indicating the masculine gender shall, where the context permits, be read as including the feminine gender and vice versa. A reference to the singular may include the plural and vice versa.
4. **Principles and Objects** - The Church accepts and agrees to abide by the terms and provisions of the following documents:
- 4.1. **The Charter of CRC Churches International Australia Incorporated**
  - 4.2. **The Constitution of CRC Churches International Australia Incorporated**
  - 4.3. **The Constitution of CRC Churches International – Victoria**
  - 4.4. **The Approved Policy Documents and Guidelines of the CRC.**
5. **CRC Churches International Australia Inc.**
- 5.1. Within the framework of the universal Church, there is the necessity to be associated with a group of local churches of common faith, vision and leadership. This co-operative interdependent fellowship of churches is based on mutual love, respect, loyalty and recognition of each CRC church's self-governance. The CRC Churches International Australia Inc. is such a group and believes that association with it should not interfere with our love for and fellowship with the universal Church in whatever

contact we may have with it.

**6. The Local Church** - We accept the New Testament portrayal of the universal Church organised into **autonomous, interdependent** and **self-propagating** local churches. Our concept of the local church is that of a loving Christian community that is:

- 6.1. Autonomous** i.e. self-governing (having full authority to manage its own affairs) and self-ministering (having sufficient ministry-gifts to lead its congregation) according to the Ephesians 4:11-16 pattern and described in this constitution;
- 6.2. Interdependent** i.e. relationally connected, cooperative and accountable to the CRC family as described in this constitution and CRC Policies and guidelines;
- 6.3. Self-propagating** i.e. seeing itself as a base for outreach, church planting, and mission activities as expressed in the Vision Mission and Ministry Focus of the CRC, conducted either on its own local initiative or in cooperation with other local churches;
- 6.4. Governed by Overseers** (or by whatever title the spiritual Oversight may be known) and served by Ministers, Deacons, and Leaders or any other such Helpers; and
- 6.5. Composed of Accountable People** who are in submission to: the ministry team and spiritual oversight as they shepherd, disciple and lead the church; and this constitution and meet the requirements of membership as outlined in Clause 13;
- 6.6. Has Members (Partners)**
  - 6.6.1.** Partnership shall be approved according to the provisions of this constitution.
  - 6.6.2.** In order to be formally affiliated by the relevant State Council as an autonomous local church, a country church shall have a minimum 50 regular adult attendees (of whom 30 are Partners), with a viable and competent Oversight as accepted by the State Executive (see Clause 25). Subject to the relevant Act, the church may incorporate with less than these provisions under the provisions for a Governing Church

**7. Declaration of Faith** - The Church accepts the following CRC statements of faith and therefore believes:

- 7.1.** In the Bible as the inspired Word of God;
- 7.2.** In God, the Creator, who has revealed Himself in the Persons of the Father, Son and the Holy Spirit;
- 7.3.** In the Divinity and sinless Humanity of Jesus Christ, and in His

miraculous ministry, His suffering and death on the Cross as the only Saviour for the sins of the world, and His resurrection from the dead;

- 7.4. That Jesus will return to the earth as its final Judge of the living and the dead;
- 7.5. That all people fall short of God's perfect standard and can only find forgiveness through faith in the saving work of Jesus Christ;
- 7.6. That all people who have put their faith in Jesus Christ will witness a transformation in their lives, exemplified by repentance and holiness of conduct;
- 7.7. In Christian Baptism, by full immersion in water, of those who have personally placed their faith in Jesus Christ;
- 7.8. In regularly celebrating the Lord's Supper, remembering Jesus Christ's saving work;
- 7.9. In the Baptism in the Holy Spirit, with the normal initial evidence of speaking in unknown languages;
- 7.10. In the miraculous gifts of the Holy Spirit;
- 7.11. That God heals the sick today through active faith in His grace;
- 7.12. In the power of prayer; and
- 7.13. In God's community of believers, the Church, and its responsibility to spread the message of the Gospel to all people and nations.

## **8. The Vision and Mission of the CRC and Local Church - The Church accepts and agrees to the Vision and Mission of the CRC.**

- 8.1. **Vision** - Our vision is to help expand the Kingdom of Jesus Christ on earth by:
  - 8.1.1. Creating Bible-based contemporary local churches and ministries (*Acts 1:8*); and
  - 8.1.2. The Oversight may express this CRC vision in other words and with added emphases not contrary to the CRC vision and publish that vision from time to time.
- 8.2. **Mission** - Our mission is to exalt Jesus Christ, and to extend His influence throughout the world by:
  - 8.2.1. Proclaiming Christ's Gospel with the expectation that supernatural signs will follow as the normal New Testament pattern (*Mark 16:15-20*);
  - 8.2.2. Planting Christ-centred churches that are autonomous, interdependent and self-propagating (*Acts 14:21-28*);

- 8.2.3. Promoting Christ-glorifying Christian communities which outwork the miraculous and character transforming ministry of the Holy Spirit (*Acts 2:42-47*); and
- 8.2.4. Producing Christ-following disciples who seek to obey the Great Commandment and the Great Commission (*Matthew 28:18-20*); and
- 8.2.5. Other methods as may be decided and published by the Oversight from time to time to achieve the vision including initiatives of charity, education, promotion, legal and ethical activism, community involvement and partnership and outreach.

**9. Core Values: the Bible, CRC and the Local Church** - The Church adheres to core values as follows.

**9.1. Bible Values.**

- 9.1.1. The Church accepts and agrees to core values of the Scripture such as Gal 5:22-23

**9.2. CRC Values**

- 9.2.1. The Church accepts and agrees to the core values of the CRC

- 9.3. The Oversight may publish a list of values, whether in these words or other words, and also other values, providing that in all cases the Church values shall not be contrary to Biblical or CRC values.

**10. Governance**

- 10.1. The governance of the Church shall be vested in an Oversight who shall have all the powers requisite to effectively govern including those powers set out in the relevant legislation and Act under which the Church is incorporated.

**11. Oversight Board Directors** - The Oversight is responsible to act as the Directors in accordance with the requirements of the *Act*. The Oversight shall be responsible for the governance and legal compliance of the Association. The Oversight shall establish the overall local vision and strategic direction and manage the culture, values and affairs of the Church and shall initiate and support the spiritual program and ministries of the Church.

- 11.1. **Responsibilities.** - There are three distinct governance responsibilities:

- 11.1.1. The welfare and development of the Church and its assets, both tangible and intangible including continuity of leadership



and ministry, to enable the Church to perpetually pursue its vision, mission, aims and objectives; and to live out the Core Values in alignment with its Declaration of Faith;

- 11.1.2.** The development of policy and the determination of standards, including financial, moral and ethical ones, by which the Church will function; and
  - 11.1.3.** The compliance with statutory requirements and standard practices of “common law” and CRC policies and guidelines.
- 11.2. Membership Qualities of the Oversight.** - The following may be appointed as Oversight Members:
- 11.2.1.** Partners of the Church who have the proven Christian moral character, spirituality and governance competencies and scriptural qualifications outlined in 1 Timothy 3:1-7 and Titus 1:6-9; and/or
  - 11.2.2.** CRC Credentialed Ministers of other churches (see clauses 11.5.2 and 25.1) who shall be deemed as partners; and/or
  - 11.2.3.** Members of other CRC Church Boards who shall be deemed as partners (see clause 25.1.).
- 11.3. Appointments to and Removals from the Oversight.** At incorporation the Oversight shall be the Oversight of the Governing Church. There is no fixed term of office for Oversight Members, but subsequent appointments to and removals from the Oversight shall be made upon the recommendation of the Senior Minister with the concurrence of at least three-fifths of the Oversight. In the event of an oversight member being removed it shall require a special resolution from all oversight members entitled to vote, unless;
- 11.3.1.** The number of Oversight Members would be less than 3 (see clauses 11.5.2 and 25.1); or
  - 11.3.2.** An Oversight Member becomes a suspended Partner or a CRC Credentialed Minister becomes suspended (see 14.2 and 15.5); then their Oversight Membership is suspended also; or
  - 11.3.3.** An Oversight Member resigns for any reason.
- 11.4. Chairman** - The Senior Minister (clause 12) will be the Chairman of the Oversight unless otherwise decided by the Oversight.
- 11.5. Minimum number of Oversight Members.**
- 11.5.1.** The Oversight shall consist of a minimum of three persons.

- 11.5.2. The Oversight may identify and record willing CRC Minister(s) of other CRC Churches it wishes to fill interim casual vacancies if the number would fall below 3.
- 11.5.3. In the event that the Oversight otherwise becomes unviable, and is unable to maintain 3 members, the remaining Oversight members can appoint a Nationally Credentialed CRC Pastor(s) with the endorsement of the State Chairman to fill an interim casual vacancy (up to 12 months). In the event that the Oversight is unable to maintain 3 members (beyond 12 months) refer to clause 25.

#### **11.6. Quorum.**

- 11.6.1. A quorum for any meeting of the Oversight shall be 60% of all Members thereof.
- 11.6.2. A person on a telephone or other real time electronic device shall be deemed present.

#### **11.7. Meetings**

- 11.7.1. The Oversight shall meet at least 6 times per year.

#### **11.8. Minutes**

- 11.8.1. Minutes are to be prepared for every meeting of the Oversight and kept in a master file. Copies of these minutes are to be provided to each member of the Oversight. The Oversight Chairman, upon the ratification of the minutes at the next meeting, will then sign them.

#### **11.9. Voting**

- 11.9.1. While it is felt consistent with Scripture that there should be total unity in the passing of resolutions, for the purposes of this Constitution and unless otherwise stated, a vote carried by a simple majority of the Oversight Members present at the meeting concerned shall be deemed sufficient to constitute a valid resolution or appointment.
- 11.9.2. The Oversight will ideally increase to 5,7,9 etc. in odd numbers, as the church grows, to ensure that simple majority decisions can be made at all times.
- 11.9.3. **At meetings of the Oversight, the Senior Minister shall have the same voting rights as all other Oversight Members and in addition, shall have a casting vote if required, unless the Senior Minister is personally involved or has a clear conflict of interest.**
- 11.9.4. **It is not permitted to appoint a person to vote in proxy on behalf of absent members at Oversight meetings.**

## **11.10. Circulated Resolution**

**11.10.1.** A motion circulated in writing or by electronically recorded means, with which the Oversight agrees in response in writing or by electronically recorded means, shall be as valid and effectual as if it had been passed at a meeting of the Oversight duly convened and held. If the matter has to do with a significant policy initiative, Oversight appointment or major staff appointment then all members must be in agreement. Decisions made in this manner must be formally ratified at the next convened meeting of the Oversight as previous minutes and the Chairman will sign them.

## **11.11. Leave of absence**

**11.11.1.** The Chairman may grant Oversight Members leave of absence from its meetings in cases where an Oversight Member is on extended holiday leave, a work assignment, or similar.

## **11.12. Payments**

**11.12.1.** The Oversight Members are not eligible for payment as Oversight Members but may have necessary expenses reimbursed if approved by the Oversight. This does not exclude Oversight Members being remunerated normally in a staff capacity (i.e. Senior Minister, Associate Pastor, Administrator, Secretary etc.) where Oversight meetings may overlap regular employment time.

## **11.13. Media**

**11.13.1.** Only the Senior Minister, or delegate endorsed by the Senior Minister or the Oversight, are authorised to speak to the media on behalf of the Church.

## **11.14. Observers**

**11.14.1.** The Oversight, through the Chairman, may invite observers to attend Oversight meetings as it thinks fit. Such observers may be permitted to speak at such meetings but shall not be entitled to vote.

## **11.15. Delegation**

**11.15.1.** The Oversight may delegate their authority to a Management Committee, Leadership Team, Ministry Team, Administration Department, Deacons or other committees for the function of such matters as determined by the Oversight. Members of such committees shall be Partners of the Church but need not be members of the Oversight. Members of such committees shall ideally be Partners of the Church although the Church may second consultants and needed experts as required.

## **11.16. Documents**

**11.16.1.** 11.16.1 The Oversight may determine at its discretion, to develop and have implemented documents such as Governance Policies, Guidelines, Terms of Reference and By-Laws for various departments and aspects of its operation.

**11.16.2.** Custody of inspection of books and records

**11.16.2.1.** Members may on request inspect free of charge:

**11.16.2.2.** The register of members,

**11.16.2.3.** The minutes of general meetings;

**11.16.2.4.** Subject to 11.16.2.5, the financial records, books, securities and any other relevant document of the association, including minutes of oversight meetings.

**11.16.2.5.** The Oversight may refuse to permit a member to inspect records of the Association that relate to confidential, personal, employment, commercial or legal matters or where to do so may be prejudicial to the interests of the Association.

**11.16.3.** The Oversight must on request make copies of these rules available to members and applicants for membership free of charge.

**11.16.4.** Subject to 11.16.2.5 a member may make a copy of any other records of the Association referred to in this rule and the Association may charge a reasonable fee for provision of a copy of such record.

**11.16.5.** For purpose of this rule – Relevant documents means the records and other documents, however compiled, recorded or stored, that relate to the incorporation and management of the Association and includes the following –

**11.16.5.1.** Its membership records;

**11.16.5.2.** Its financial statements;

**11.16.5.3.** Its financial records;

**11.16.5.4.** records and documents relating to transactions, dealings, business or property of the Association.

## **11.17. Review of Decisions of Others**

**11.17.1.** The right of the Oversight to review and to change any decision made under delegation shall be preserved at all times.

## **11.18. Matters Unresolved and Oversight Disputes**

**11.18.1.** In the event of circumstances not envisaged by this constitution, or

in the event of a dispute or breakdown of relationships amongst the Oversight, which the members are unable to resolve by a simple majority decision, the matter is to be referred to any designated person(s) previously appointed (or that may be decided upon) to mediate and adjudicate, otherwise it shall be referred to the State Chairman of the CRC. The State Chairman may handle this matter in consultation with the National Chairman or may appoint a panel of three experienced Nationally Credentialed CRC Ministers for mediation, resolution and a decision. In the event that unresolved matters are protracted the process of Clause 25 shall apply.

## **12. Senior Minister**

### **12.1. CRC Credentialed Minister**

**12.1.1.** A Senior Minister, who shall hold either a CRC National Minister's Credential, Minister's Credential, Trainee Minister's Credential, or Affiliate Minister's Credential and be in good standing within the CRC, and shall be appointed by a two-thirds majority decision of the Oversight.

**12.1.2.** In the case of the retirement of the Senior Minister the Oversight or the retiring Senior Minister, shall seek approval from the CRC State Chairman who will consult the National Chairman about the appointment of a new Senior Minister prior to the appointment being finally approved.

### **12.2. Minister without a CRC Credential.**

**12.2.1.** In the event of a local church considering the appointment of a person to lead the church who does not hold a CRC Credential the Oversight shall seek the advice of the CRC State Chairman who will consult with the National Chairman, and receive the approval of the State Executive before an appointment is made. This provision shall include a person who may be in the process of coming into the CRC from another denomination and shall also include the possible appointment of a CRC church member who has yet to receive a CRC Credential but with reasonable prospects of gaining a Credential, and such appointment shall be considered an interim appointment to be resolved at the next Credential Meeting and/or Executive Meeting of the relevant State or National Council.

### **12.3. Oversight Chair**

**12.3.1.** The Senior Minister will normally be the Chairman of the Oversight, providing spiritual direction and encouragement and developing

the spiritual guidelines and objectives of the Church.

**12.4. Senior Minister delegation and responsibility.**

**12.4.1.** The Senior Minister is responsible to ensure that decisions made by the Oversight are implemented and has the authority to delegate responsibilities to Oversight Members, paid staff and other Leaders within the Church.

**12.4.2.** The Senior Minister is to provide leadership to the Church in order for the Church to achieve its stated vision and mission and to live out its core values in alignment with the Declaration of Faith.

**12.5. Staff appointments by the Senior Minister.**

**12.5.1.** The Senior Minister shall have the authority, with the concurrence of at least three-fifths of the Oversight; to appoint and to terminate the appointment of any paid or unpaid staff of the Church.

**12.6. Deputy Leader or Executive Leadership Committee.**

**12.6.1.** Upon the recommendation of the Senior Minister, the Oversight may appoint a Deputy Leader (who would normally be the Vice Chairman of the Oversight) or an Executive Leadership Committee to lead the Church on an interim basis should some incapacity stop the Senior Minister from fulfilling their responsibilities.

**12.7. Incapacity, resignation or removal of the Senior Minister.**

**12.7.1.** Any Deputy Leader or Executive Leadership Committee shall become the acting Senior Minister upon the Senior Minister's death, his or her voluntary resignation, incapacity or removal by a two-thirds majority decision of the Oversight. The Oversight will consult with the CRC State and National Chairman about the removal of the Senior Minister prior to the appointment being terminated.

**12.7.2.** The Oversight shall then proceed by a two-thirds majority decision to make a permanent appointment of a Senior Minister for the Church as soon as practicable subject to seeking advice from the CRC State Chairman who will consult with the National Chairman. The permanent leadership appointment does not necessarily have to be chosen from among the Oversight Members.

**12.8. Incapacity or resignation of Senior Minister and Deputy Leader or Executive Leadership Committee.**

**12.8.1.** Should by reason of death, accident or some other incapacity, the Senior Minister, Deputy Leader or Executive Leadership Committee be rendered incapable of carrying out their leadership responsibilities, then if it seems necessary to the Oversight it shall,

subject to consultation with the CRC State Chairman or his nominee, meet as soon as practicable to appoint an 'Acting Leader' from among their own Partners by a two-thirds majority decision, whose only duty will be to ensure the Church functions as normal.

### **12.9. Change of Senior Minister.**

**12.9.1.** If the existing Senior Minister is contemplating a move from the Church, or considering resigning or activating a succession, he shall immediately notify the CRC State Chairman. The Senior Minister and Oversight shall seek advice from the State Chairman who will consult with the National Chairman in the process of identifying and appointing a new Senior Minister.

### **12.10. Due Diligence and Disclosure**

**12.10.1.** The Pay and Conditions of a prospective senior minister and other relevant requirements of clause 18 shall be determined prior to becoming senior minister.

**12.10.2.** A prospective senior pastor shall be aware of the full financial condition of the church as expressed in up to date Performance and Position Statements as well as any and all arrangements with other staff continuing with the new leadership, including the retiring senior minister, and this accounting shall include all items and expectations, whether brought to book or not, that are liabilities of the church going forward into the new leadership era.

**13. Partnership** - Partnership of the Church shall comprise Partners with voting rights and Associate Partners without voting rights whose application is approved by the Oversight of the Church or their delegated authority.

### **13.1. Partners and Associate Partners**

**13.1.1.** Partnership may be granted by the Oversight to persons who:

**13.1.1.1.** Have received Jesus Christ as their personal Lord and Saviour; and

**13.1.1.2.** Have been baptized in water by immersion; and

**13.1.1.3.** Submit to and support the Oversight and Ministry of the Church, accepting both the privilege and responsibilities required of Partnership; and

**13.1.1.4.** Accept the CRC Statement of Faith as it appears in the Charter and the Vision, Mission and Ministry of the Church; and

**13.1.1.5.** Have been a Christian for at least 6 months (or other time determined by the Oversight); and

- 13.1.1.6.** Have attended the Church for at least 6 months (or other time determined by the Oversight); and
- 13.1.1.7.** Attend public worship services as regularly as possible; are relationally connected; contribute to the financial support of the Church by principle giving as biblically taught; use their abilities and gifts to advance the work of the Church; share their faith with those who don't know Jesus; and keep the Oversight informed of extended leaves of absence such as long service leave, out of town employment contracts, illness etc.; and
- 13.1.1.8.** Have attained 18 years of age; and
- 13.1.1.9.** Do not hold Partnership with any other local church unless they hold a current CRC Ministers Credential or board membership in any governing church; and
- 13.1.1.10.** Attend Annual Progress Meetings and General Meetings and do not fail to vote at two consecutive such meetings; and
- 13.1.1.11.** Fulfil any other policy requirements the Oversight establishes; and
- 13.1.1.12.** Who agree to offer their resignation if they fall below any of these requirements
- 13.1.2.** Associate Partnership may be granted by the Oversight to persons who:
  - 13.1.2.1.** Have received Jesus Christ as their personal Lord and Saviour;
  - 13.1.2.2.** Submit to and support the Oversight and Ministry of the Church, accepting both the privilege and responsibilities required of Associate Partnership; and
  - 13.1.2.3.** Accept the CRC Statement of Faith as it appears in the Charter and the Objectives of the Church; and
  - 13.1.2.4.** Attend public worship services as regularly as possible; and
  - 13.1.2.5.** Keep the Oversight informed of extended leaves of absence such as long service leave, out of town employment contracts, illness etc.; and
  - 13.1.2.6.** Do not hold Partnership with any other local church unless they hold a current CRC Ministers Credential;



and

**13.1.2.7.** Fulfil any other policy requirements the Oversight establishes; and

**13.1.2.8.** Who agree to offer their resignation if they fall below any of these requirements

## **13.2. Prospective Partners**

**13.2.1.** A prospective Partner shall apply to the Oversight for Partnership in the manner determined by the Oversight and shall not be a Partner until and unless that application is approved by the Oversight. The Oversight may reject the application for Partnership of the Church at its discretion.

## **13.3. Partners List**

**13.3.1.** Registrar. A Partners List shall be maintained by the Senior Pastor or other appointed registrar for the Oversight on a perpetual basis recording details of all Partners of the Church and details of the reasons for any changes in status or removal from the list.

**13.3.2.** Availability. The list shall be available to all Partners for inspection at Annual Progress Meetings or by special request to the Registrar in writing who will supply a date and time to make it available for inspection within 14 days of receiving the request

**13.3.3.** Corrections. In the event of any unresolved dispute with the registrar as to the partner status of that partner or recorded details of the partner, they may apply in writing to the Oversight with relevant details and evidence who shall consider the matter and their decision shall be final.

## **13.4. Subscription**

**13.4.1.** No subscription or fee shall be payable by members of the Oversight or Partners of the Church.

## **13.5. Partners Voting Rights**

**13.5.1.** Current Partners not under suspension are entitled to vote on items on the agenda for decision at constitutionally convened annual and special general meetings of the church. Associate Partners are entitled to attend such annual and special general meetings of the church, but are not entitled to vote.

## **14. Termination of Partnership and removal of Partners**

**14.1. Resignation and Lapse of Partnership** - A Partner may resign from Partnership of the Church by giving written notice to the Oversight. The Oversight may determine that a Partnership has lapsed where:

**14.1.1.** a Partner has not attended for three (3) months or longer and has

not informed the Oversight of their intention to take extended leave for a valid purpose (eg Overseas, or leave, or similar), or has fallen below any of the requirements of Partnership as stated in clause 13.1.1. or Associate Partnership as stated in clause 13.1.2.;

**14.1.2.** a Partner has relocated to another district or their whereabouts are unknown or attends another church or has resumed a non-Christian life-style. Where the Oversight determines that a person's Partnership has lapsed, the Partner is to be notified that their Partnership has been lapsed via their last known address.

**14.1.3.** Appeal of Oversight Decision to lapsed Partnership

**14.1.3.1.** In the event that a Partner disputes the basis of the decision of the Oversight relating to 14.1.1 or 14.1.2, they may lodge a formal complaint in writing within 14 days of receiving notification of Partnership lapse from the Oversight and provide evidence to support their viewpoint. The Oversight shall discuss the matter and may, at its discretion, choose to interview the person concerned. The Oversight shall then make a decision that shall be binding with no right of appeal.

## **14.2. Termination of Partnership**

**14.2.1.** The Oversight may suspend and terminate the Partnership of any Partner who, in its opinion, violates the basic requirements of Scripture or fails to abide by the conditions of their Partnership or of this Constitution (See 14.1).

**14.2.2.** A suspended Partner is immediately suspended from all leadership positions and committees (See also 18.2 and 18.4) and must be immediately notified in writing and this will remain in effect until their Partnership is reinstated or terminated (See 14.3).

**14.3. Procedure for Discipline of Partners** - When the Oversight suspends and proposes to consider terminating the Partnership of any Partner under clause 14.2, the decision arrived at should not breach the accepted principles of natural justice. The following procedure shall therefore apply:

**14.3.1.** The Partner concerned shall be given written notice of the proposal to consider terminating his or her Partnership and such written notice shall provide the general particulars of the reasons why their Partnership termination is being proposed.

**14.3.2.** The Partner shall have the right to make a written response that must be forwarded to the Oversight within 14 days of receipt of the notice of termination of Partnership where the receipt date is determined by the normal time that it would take for the recipient to

be able to access the delivery.

**14.3.3.** The Oversight may at its discretion invite the Partner to present oral submissions. Nothing herein shall require the Oversight to hear oral evidence or to be bound by the rules of evidence or to allow the Partner to be represented by legal counsel. The Oversight shall act according to equity, good conscience and the substantial merits of the case without regard to technicalities and legal forms.

**14.3.4.** In the event that there is a dispute as to material allegations of fact, then the Oversight shall make such inquiries as it deems fit and make findings of fact, which shall be conveyed to the Partner, who shall have 14 days to present a response or appeal in such a manner as the Oversight shall determine.

**14.3.5.** If no notification or response is received in writing within the specified period, appropriate action may be taken against that Partner without further communication.

**14.3.6.** A determination shall be by a simple majority decision of the Oversight, and shall be conveyed to the Partner in writing.

## **15. Disputes**

### **15.1. Disputes between Partners**

**15.1.1.** Disputes between Partners shall be settled if possible between the Partners concerned and the subsequent mediation of any immediate leaders or counsellors. If this fails, the matter shall be referred for determination by any relevant leader and supervisor and any subsequent appeal shall be brought for consideration by the Oversight or their nominee, whose decision shall be final.

### **15.2. Disputes between Partners and the Oversight**

**15.2.1.** Disputes between a Partner and the Oversight on any constitutional matter shall be settled if possible between the parties. If the matter is unresolved the Oversight may seek to suspend and terminate the partnership of the individual under these rules, and/or the Partner may refer the matter to the State Executive to arbitrate on in the manner of the current policies of the State Executive or its nominee(s) and their decision shall be final.

## **16. Other Officers and Committees**

### **16.1. Secretary**

**16.1.1.** The Oversight shall appoint a Secretary or such other Officer as required for the Church who shall perform such duties as are required of them by the *Act*. Any Board member, including the Senior Pastor or Chairman may be the Secretary and or

Treasurer. The appointment or removal of the secretary will be the same process as the appointment or removal for any oversight member in line with clause 11.3.

## **16.2. Management Committees and Responsible Positions**

- 16.2.1.** The Oversight may create administrative and secretarial positions and teams and appoint persons to them of Partners but not Associate Partners who are morally and scripturally qualified as deacons who shall devote themselves to the service of the Church in facilitating the delegated business and financial affairs of the Church and report to the Oversight and any other delegated authority as required.
- 16.2.2.** Such activities may include the management of property, finance, catering, Sunday meeting organisational support and other administration and business affairs of the Church as well as caring for the immediate needs of people in the Church, ensuring the smooth running of the various meetings and activities of the Church.
- 16.2.3.** Likewise the Oversight may create functional positions such as safety officer, firewarden, book keeper etc. who will report back to the Oversight and any other delegated authority as required.

## **16.3. Ministry Departments and Leaders**

- 16.3.1.** The Oversight shall have the authority to organise such Ministry Departments as it determines for ministry to children, youth, women and men, outreaches, church plants, missions, training, education, good works and community support etc. as it determines.
- 16.3.2.** The Senior Minister shall have the authority to appoint and to terminate the appointment of all Ministry Leaders of all the Ministry Departments of the Church with the concurrence of three-fifths of the Oversight.

## **16.4. Elders**

- 16.4.1.** The Oversight may appoint and recognise elders as examples to the Church who assist with caring and prayer.
- 16.4.2.** Elders will not be members of Oversight unless they otherwise become Oversight Members according to clause 11.3.

## **16.5. CRC Ministers**

- 16.5.1.** The Senior Minister may recommend the application of Partners for Credentials with the CRC and also recommend the removal of Credentials with the CRC to the relevant State or National Executive bodies with the concurrence of three-fifths of the

Oversight.

**16.5.2.** Ministers will not be members of Oversight unless they otherwise become Oversight Members according to clause 11.3.

**16.5.3.** Any CRC Minister who becomes suspended must immediately stand down from any and all positions in the church.

## **17. General Meetings**

### **17.1. Annual Progress Meeting**

**17.1.1.** An Annual Progress Meeting (APM) of Partners of the Church shall be called by the Oversight at least once every calendar year within the time frame stipulated by the *Act*. At least 14 days prior to the meeting, formal notice of the meeting must be given to partners of the APM including a true copy of the audited performance and position statements, together with any other statements required under the *Act* and a copy of the minutes of the previous APM shall be made available to all Partners.

### **17.2. Special General Meeting**

**17.2.1.** A Special General Meeting of Partners may be called by the Oversight. At least 14 days written notice and an agenda shall be made available to all Partners. Only items on the agenda shall be discussed.

#### **17.2.2. Quorum at special general meetings**

**17.2.2.1.** No business may be conducted at a general meeting unless a quorum of members is present.

**17.2.2.2.** The Quorum for a meeting is the presence (Physically, by proxy or as allowed under rule 17.2.3) of 50% of members entitled to vote.

**17.2.2.3.** If a quorum is not present within 30 minutes after the notified commencement time of a general meeting;

**17.2.2.3.1.** In the case of a meeting convened by, or at the request of members under 17.2.3 the meeting must be dissolved;

**17.2.2.3.2.** In any other case;

**17.2.2.3.2.1.** The meeting must be adjourned to a date not more than 21 days after the adjournment.

**17.2.2.3.2.2.** 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 members as soon as practicable after the meeting.

**17.2.2.4.** If a quorum is not present within 30 minutes after the time to which a general meeting has been adjourned under 17.2.2.3.2, the members present at the meeting (if not fewer than 3) may proceed with the business of the meeting as if a quorum were present.

**17.2.3. Use of Technology**

**17.2.3.1.** A member not physically present at a general meeting may be permitted to participate in the meeting by the use of technology that allows that member and the members present at the meeting to clearly and simultaneously communicate with each other.

**17.2.3.2.** For the purpose of this Part, a member participating in a general meeting as permitted under 17.2.3.1 is taken to be present at the meeting and, if the members voted at the meeting, is taken to have voted in person.

**17.3. Special General Meeting to Change Constitution**

**17.3.1.** When changes to this constitution are proposed they shall be referred to the State Executive of the CRC for endorsement before the Oversight approves them and prior to being presented to the Partners for their consideration. The Oversight may call a Special General Meeting of Partners to change the Constitution. If there is an intention of a possible withdrawal from CRC Churches International, the procedures given in clauses 23 and 26 must be followed. Partners unable to attend such a meeting may exercise an absentee vote (17.7).

**17.4. Chairman**

**17.4.1.** The Chairman of any general meeting shall be the Chairman of the Oversight or their nominee.

**17.5. Conduct at an APM**

**17.5.1.** An audited statement of Income and Expenditure and a Balance Sheet together with any other statements required under the *Act* in respect of that year shall be presented.

**17.5.2.** Reports from the Oversight Chairman or Senior Minister or any other members of the Oversight of the Church and from the various Departmental Leaders or a member of the Oversight appointed by the Oversight to report on behalf of the various Departmental Leaders may be presented or received as having been presented or published at some other time EG Annual Magazine or Report.

**17.5.3.** Partners shall vote on the acceptance of the minutes from the previous APM and the financial statements and on any other

matter that may be presented for a decision or affirmation.

**17.5.4.** Other matters shall be presented as determined by the Oversight and on the agenda as presented to the meeting.

**17.6. Voting at General Meetings of Partners** - While it is felt consistent with Scripture that there should be total unity in the passing of resolutions, for the purposes of this Constitution and unless otherwise stated, a vote carried by a simple majority of the Partners present and voting at the meeting concerned shall be deemed sufficient to constitute a valid resolution of all procedural items. In relation to changes to the constitution a vote carried by a two-thirds majority is necessary. In relation to affiliation and constitutional matters, refer to clauses 23 and 26.

**17.7. Absentee Voting**

**17.7.1.** Partners who, because of bona fide medical reasons, legitimate absence from the country, care of children, bereavement or unavoidable logistic considerations, are unable to attend a General Meeting including one to Change the Constitution shall be entitled to an absentee or proxy vote. Such votes shall be conveyed to the Chairman in writing, in any official form required by the Oversight prior to the commencement of the said meeting. Any person permitted an absentee or proxy vote shall be deemed to be present at the meeting.

**17.8. Minutes**

**17.8.1.** Minutes are to be prepared for every general meeting of the Church, approved by Oversight, and kept in a master file and displayed or made available to all Partners and ratified at the next general meeting or Annual General Meeting.

**18. Personnel**

**18.1. Staff** - For employment by the Church a person must:

**18.1.1.** Demonstrate their support of the vision, mission, ministry, ethos and values of the Church,

**18.1.2.** Have a Police Check and Working With Children Check Card unless holding current qualifications of a higher standard such as being a school teacher.

**18.1.3.** Receive and sign the terms of employment.

**18.2. Termination as a Member of Staff** - A staff member may be dismissed immediately if that person:

**18.2.1.** Has deliberately or wilfully violated the moral, ethical and scriptural requirements specified by the CRC Charter, National Constitution and State Constitution, or

- 18.2.2.** Has deliberately or wilfully breached an important requirement of this Constitution, or
- 18.2.3.** Has committed a serious breach of his or her employment contract and conditions of employment, or
- 18.2.4.** Has acted in a manner as to bring the Church into disrepute, or
- 18.2.5.** Is guilty of serious or wilful misconduct, or
- 18.2.6.** Is persistently absent from duty without proper cause, or
- 18.2.7.** Is guilty of serious and wilful neglect of duty, or
- 18.2.8.** Refuses to obey any reasonable order, or
- 18.2.9.** For any lawful cause of summary dismissal

**18.3. Volunteers** - Volunteers regularly working with people associated with the Church must:

- 18.3.1.** Be a Partner of the Church or an Associate Partner or regular attendee who has Oversight approval to work as a volunteer and demonstrate their support of the vision, mission, ministry, ethos and values of the Church, and
- 18.3.2.** Have a Police Check and/or a 'Working With Children Check Card' if working with minors, and/or holding current qualifications of a higher standard such as being a school teacher; whatever is required by State or Territory authorities.

#### **18.4. Violation of Principles**

- 18.4.1.** Any staff member or volunteer actively involved with the Church, who in the opinion of the Oversight deliberately violates the basic requirements of Scripture or the Statement of Faith, or wilfully breaches the requirements of this Constitution, CRC Charter and National and relevant State Constitutions in the absence of true repentance, shall have their involvement or employment terminated and any Partnership suspended (see also 14.2).
- 18.4.2.** Examples of violations shall include areas such as moral failure, financial mismanagement, unethical behaviour, abusive behaviour, disregard to the Statement of Faith, failure to adhere to the policies and procedures of the Church, failure to follow directions of supervisor, wilful disregard for (or breach of) the law, or activities that bring discredit to the Church.

### **19. Finance**

**19.1. Non-profit Organisation** - The Church is a not for profit organisation.

#### **19.2. Financing**

- 19.2.1.** The Church shall be financed by any legal means that the Oversight determines as ethical such as:



- 19.2.1.1.** Freewill offerings, tithes, bequests, gifts of Partners, adherents and supporters;
  - 19.2.1.2.** Buying and selling of any assets of any description (subject to Clause 21);
  - 19.2.1.3.** Returns on investments and hire & lease of any kind;
  - 19.2.1.4.** Trading of any kind, grants and funding of any kind from any source and loans of all kinds; and
  - 19.2.1.5.** The proceeds of any funds derived from trading using business name(s), but only as authorised in accordance with the relevant State and Territory Associations Incorporation Act or 'not for profit company' under Commonwealth law.
- 19.2.2.** All revenues received through these means become Church property and cannot be reclaimed by any officer, Partner, adherent or supporter;
- 19.3. Financial Statements**
- 19.3.1.** As soon as practicable after the end of each month (or at least quarterly), a statement performance outlining receipts and payments shall be presented to the Oversight.
  - 19.3.2.** If the Church has liabilities, a statement of position shall also be presented.
  - 19.3.3.** The relevant individuals and teams who have access to, or responsibility for, church accounts will supply any and all documentation and reports required from time to time by the Oversight.
- 19.4. Auditing**
- 19.4.1.** When required to, as in clause 17.1, or at any other time, the Oversight shall cause the Church accounts namely Statements of Performance and Position to be duly audited.
  - 19.4.2.** The Auditor shall not be one of the Oversight or any other officer or Partner of the Church. The Oversight shall select an Auditor who is approved to conduct audits under the relevant State and Territory Authorities.
  - 19.4.3.** If the annual income or assets are less than half that indicative of a prescribed association, the Oversight may select a person who is capable of doing an audit, who is not a member of the listed organisations and who is not a Partner of the Church.
- 19.5. Use of Income** - The income and property however derived shall be applied solely towards the promotion of the vision and objectives of the

Church. In the pursuit of these the Church may legally and ethically, as the Oversight may determine, defray all expenses, purchase and maintain assets of land, equipment and buildings, develop enterprises, deposit in or buy investments of all kinds, donate and gift toward various churches, ministries, missions, organisations and causes that further the objects, save that no portion of it shall be paid or transferred directly or indirectly by way of profit to any individual, although nothing herein contained shall prevent:

- 19.5.1.** The remuneration of any staff or servants of the Church.
- 19.5.2.** The payment to any other person in return for any service actually rendered to the Church.
- 19.5.3.** The payment in good faith by the Church of contributions to a Superannuation Fund for the benefit of salaried employees of the Church, as determined by legislation.
- 19.5.4.** The appointment of Trustees by the Church for the purposes of providing superannuation benefits.
- 19.5.5.** The payment to any person in respect of moneys advanced by them to the Church.

#### **19.6. Use of Information**

- 19.6.1.** No Officer or staff member of the Church shall make improper use of any information acquired by virtue of his/her position so as to gain directly or indirectly an advantage for themselves or any other person, or so as to cause a detriment to the Church or Partners of the Church.

#### **19.7. Conflict of Interest**

- 19.7.1.** Any Oversight Member, Administrative Team Member, Officer, Partner or Associate Partner or regular attendee who has any direct or indirect personal interest in a contract transaction or dealing with or proposed contract transaction or dealing made by or in the contemplation of the Church, shall disclose the nature and extent of his or her interest to the Oversight.
- 19.7.2.** The validity of any such contract transaction or dealing shall not be impeached or liable to be avoided by the Church where the Partner has such an interest or fiduciary relationship unless the personal interest was not disclosed.

#### **19.8. Indemnity**

- 19.8.1.** Members of the Oversight, Management Committee, staff members and any other officers or employees of the Church shall be indemnified against any liability incurred in defending any proceedings, whether civil or criminal, brought by reason of their

actions in relation to or connected with the Church in which judgement is given in their favour or in which they are acquitted or in which relief is granted by the Court in respect of any negligence, default, breach of duty or breach of trust and the Church may enter into such contracts of insurance in respect of such liabilities as are permitted by law.

## **19.9. Financial Year**

**19.9.1.** The Financial Year of the Church shall be the normal calendar year from the 1st January to the 31<sup>st</sup> December.

## **19.10. Signatories**

**19.10.1.** The Oversight in its absolute discretion shall appoint and rescind any member or Partner as a signatory, password holder, key holder of any kind for all and any accounts and other records of possession and liability with instruments and documents of all kinds to such assets and liabilities and trusts of all kinds in facilitating the working of the objects of the Church.

## **20. Accounts**

### **20.1. Records**

**20.1.1.** The Church shall keep and retain proper accounts and records in accordance with the various acts and regulations and good business practice.

**20.1.2.** The accounts and records shall be separate from the accounts and records of other separately constituted institutions or undertakings which are connected with Church.

**20.1.3.** Financial accounts shall show moneys received and expended, the manner in which such receipt or expenditure takes place and the property credits and liabilities of the Church.

### **20.2. Inspection and transparency**

**20.2.1.** The accounts and records relating to the Church shall be available for inspection by the Oversight, Church Partners and authorised officials by appointment.

## **21. Property**

### **21.1. Rules**

**21.1.1.** The Church, through the Church Oversight, has the authority and power to make rules and regulations for the administration of its local affairs and for the administration, management, provision and disposal of all moneys, revenues, legacies, donations and documents of every description under its control or under the control of any officer elected or appointed in accordance with the

provision of this Constitution, but always and only subject to the formal trust, if any, affecting the same.

**21.2. Ownership** - The Church, through the Church Oversight, shall have all the powers of property ownership as laid down in the *Act*. Without in anywise limiting the effect of this clause:

**21.2.1.** The Church may in its corporate name hold, purchase or take on lease any land, and may sell, exchange, mortgage lease or build upon the same with power to alter and pull down buildings and again rebuild, and otherwise deal with the same as fully and effectually as a natural person could do subject to clause 21.2.2.

**21.2.2.** Before a final decision to sell Church properties the Oversight shall consult with the State Chairman to confirm that the proposal is in accordance with this constitution.

**21.2.3.** The Church may give any guarantee and/or indemnity with or without security solely or jointly with any other association, person or body corporate and to secure by mortgage or otherwise howsoever such guarantee or indemnity upon such terms as the Church may deem fit subject to clause 11.1

**21.2.4.** The Oversight may assist another association, person or body corporate to further the church's vision by giving any guarantee and/or indemnity upon such terms as the Oversight may deem fit.

## **22. Common Seal.**

### **22.1. Seal Holders**

**22.1.1.** Subject to clause 19.10., every member of the Oversight shall be a seal holder. The Oversight may specify in writing that other Partners are to be Seal Holders.

### **22.2. Use of Seal**

**22.2.1.** **The Church does not require the use of the Common Seal in States and Territories etc. that do not themselves require it.**

**22.2.2.** However, all States and Territories etc. and organisations whose instruments entered into may require execution or authentication by the Church under seal shall be sealed with the Common Seal if so required and countersigned by two of the Seal Holders.

## **23. Affiliations with the CRC**

**23.1. Affiliation of the Church** - Church shall maintain affiliation with a relevant CRC Churches International state or territory organization either directly through or else indirectly through a governing church and abide by CRC polices and guidelines unless it ceases to function (see Clause 24) or all the following requirements are met:

**23.1.1. Written Notice of intention to withdraw from Affiliation**

**23.1.1.1.** Notice shall be given in writing to the State Chairman of the CRC of the Church Oversight's intention to withdraw the church from the CRC to enable representatives of the State Executive of the CRC to meet with the Oversight of the Church before a final decision is taken by the Oversight to discuss the reason for their proposed action. The State Executive shall be given at least 30 days notice of such a meeting of the Oversight.

**23.1.2. Process** - If, after a meeting with the State Executive or their representatives, the Oversight decides to pursue their intentions to withdraw their affiliation with the CRC, all the following requirements must be met:

**23.1.2.1.** The Oversight of the Church must vote unanimously to withdraw from the CRC and that is unencumbered by any Trust by way of donations and bequeaths to do so (Eg historical donations to the CRC Church to purchase CRC property)

**23.1.2.2.** Due consideration to be given to any encumbrances by any trust by way of donations and bequeaths to do so (eg historical donations to the CRC Church to purchase CRC property).

**23.1.2.3.** A properly convened General Meeting of the Partners of the Church (17.3) must be called to discuss the proposed withdrawal.

**23.1.2.4.** Formal notice in writing must be given to the Partners of the Church regarding the nature, date, time and place of such meeting at least 30 days prior to the scheduled date of the Meeting.

**23.1.2.5.** Notification of the nature, date, time and place of such meeting must be given in writing by the Oversight to the State Chairman of the CRC at least 60 days prior to the scheduled date of the meeting with a summary of the reasons that such a meeting is being convened, so that representatives of the State Executive or their nominees may be entitled to be present to express the views of the CRC.

**23.1.2.6.** At such a meeting, a majority of four-fifths of all Partners of the Church must be in agreement with any motion to withdraw from the relevant CRC Churches International

state or territory organization.

- 23.2. CRC Credentialed Ministers** - CRC Credentialed Ministers are members of respective CRC Councils and are released to keep and administer the initiatives and policies of the CRC.
- 23.2.1.** National Credentialed Ministers are members of the National Council of CRC Churches International.
- 23.2.2.** All Credentialed Ministers are members of the relevant or nominated State Council although Trainee Ministers do not have voting rights.
- 23.3. CRC Delegates** - When the Church does not have two National Credentialed Ministers the Church shall ideally maintain representation on the National Council by nominating a qualified Delegate to the National Council who, although not members of the National Council, have voting rights.
- 23.3.1.** Non Credentialed nominations will be considered for recommendation by the relevant State Council through the Credentialing process on the requisite application form.
- 23.3.2.** Credentialed nominations will be conveyed in writing to the State Executive who shall consider it.
- 23.3.3.** The delegate will ordinarily be the appointed leader if not a National Credential holder, or another Oversight Member in the other case.
- 23.4. Other Affiliations**
- 23.4.1.** The church and ministers and partners may affiliate with other organisations such as prayer networks, regional networks, training organisations, aid organisations and so on, provided that the obligations of doing so do not displace or nullify the responsibilities to, and fellowship with, the CRC.
- 23.4.2.** The church may create or adopt organisations to be affiliated with it to outwork the purposes of the church.

## **24. Ceasing to Function**

- 24.1.** In the event of the Church ceasing to function, and there remains, after the satisfaction of all of its debts and liabilities, a surplus of property or moneys, this surplus shall not be paid to, or distributed amongst the Partners or Officers of this Church, but shall be transferred to the CRC Generations Fund under the management of the National Council of the CRC, or its delegated Committee, and up to \$30,000.00 shall first be to the ongoing benefit of the International Gospel Centre Inc in recognition of the equity of Vinelife Christian Fellowship Inc at the time of its joining the CRC before its amalgamation to Oneway Church Inc under the name

OneVine Community Church Inc, and any remaining funds unspecified general management.

- 24.2.** These funds must also have similar objects to the winding up church, which prohibits the distribution of its income and property to the members and officers of the CRC National Council.
- 24.3.** If the Church would cease to function and the Oversight strength is below the requirements of clause 11.5 or the Partnership strength is below the requirements of clause 25.2 then the wind up of the Church shall be conducted by the governing church (see Clause 25) under the guidance of the State Chairman or his nominee to ensure current CRC policies are followed.

## **25. Leadership Viability and Partnership Strength**

- 25.1. Oversight Viability** - If the Church ceases to be able to constitute a viable and competent Oversight in accordance with clause 11.5.3, as resolved by the CRC State Executive then:
  - 25.1.1.** For Casual Vacancies to the minimum number of 3 Oversight Members other than the Senior Minister the CRC State Chairman in consultation with the remaining Oversight may appoint CRC Credentialed Ministers in the Church or other CRC churches or suitable Partners of the Church as per this constitution to fill casual vacancies other than the Senior Minister; or else
  - 25.1.2.** For Casual Vacancies to the minimum number of 3 Oversight Members, including the Senior Minister when there are other CRC Credentialed Ministers in the Church, the CRC State Chairman in consultation with the National Chairman may appoint an interim Senior Minister if the church has other CRC Credentialed Ministers capable of fulfilling such a task; other wise
  - 25.1.3.** For Casual Vacancies to the minimum number of 3 Oversight Members, including the Senior Minister when there are no other CRC Credentialed Ministers in the Church, the CRC State Chairman in consultation with the National Chairman shall direct the Church to become an Adopted Church. In this case, the governance authority and responsibility of the Oversight will be transferred to a suitable CRC Church which shall become known as the Governing Church. The Oversight of the Governing Church will assume all the responsibilities of the Church Oversight and operate in accordance with this constitution.
- 25.2. Partnership Strength**
  - 25.2.1.** If the number of adult partners and regular attendees falls below 20 adults, the church shall become an Adopted Church as soon as the

governance authority and responsibility is transferred by the CRC State Executive to a suitable CRC Church which shall become known as the Governing Church.

**25.3. Recognition of the Local Church** - Any continuing or appointed leader of the Adopted Church would be subject to the Governing Church Oversight and any associate leaders may be considered as local team members by the Governing Church for the continued running of the Adopted Church.

**25.3.1.** When the Adopted Church again grows in Partnership strength and is able to maintain a viable leadership then the CRC State Executive on the recommendation of the Governing Church may recognise the Church as a separate entity again: Where the Governing Church is simply a board of review, this will be released by the Governing Church informing the State Executive of such, and the State Executive will confirm the Affiliate status of the church at their next meeting; Where the Governing Church has been the Oversight of the Adopted Church, the Oversight may appoint the local Team to the Oversight and resign to release the local church and inform the State Executive who shall confirm the Affiliate status of the church at their next meeting.

**25.3.2.** If the Adopted Church fails to return to growth the appointed Adopted Church Leader or the Governing Church may seek to amalgamate permanently with the Governing Church to minister further as a campus of the Governing Church in which case the State Chairman in consultation with the National Chairman may consult with the Governing Church and the Adopted Church Partners to windup according to this Constitution and the tangible and intangible assets transferred to the Governing Church subject to the Trust implicit in clause 25.3.3 and clause 24.

**25.3.3.** Should the Governing Church for some reason decide to discontinue the Church as an Adopted Church or Campus then should the State Chairman and the CRC National Chairman be in agreement that the Adopted Church or campus should be wound up, then the Adopted Church shall cease to function according to clause 24.

## **26. Alterations to this Constitution**

**26.1.** All proposed changes to this Constitution shall be approved by the Oversight and endorsed by the CRC State Executive or their nominees to verify that the proposed changes are consistent with the stated vision, values, ethos and operational procedures of the Church and the CRC.

**26.2.** Once the proposed changes have been endorsed by the Oversight and



the CRC State Executive or their nominees, the proposed changes shall be sent out to all Partners at least 60 days before the planned Special General Meeting (17.3.) at which the changes are to be considered and formal notice of that Special General Meeting shall be at least 21 days

- 26.3.** Any amendment to or repeal of the provisions of this Constitution (except for Clause 23, 24 and 25) shall be made by a vote carried by a majority of three quarters of the Partners of the Church present and voting including any absentee votes (17.7) at a Special General Meeting of the Church to Change the Constitution (17.3). The quorum for this meeting shall be 40%.

## **27. Trading**

- 27.1.** The Association is authorized to trade as per the Act and this constitution.

## **28. Date of Effect**

- 28.1.** This Constitution shall come into effect on the day it is approved by the relevant State or Territory authority.

Please provide your equivalent rule number for each of the 23 required provisions.

<b>Required provision</b>	<b>Model rule number</b>	<b>Your rule number</b>
1. The name of the incorporated association	Rule 1	2.0
2. The purposes of the incorporated association	Rule 2	4.0
3. The qualifications (if any) for membership of the incorporated association	Rule 8	13.0
4. The entrance fees, subscriptions and other amounts (if any) to be paid by members of the incorporated association	Rule 9 (2)	13.4
5. The rights, obligations and liabilities of members	Rules 13-15	13, 14, 15
6. Provisions for the resignation of a member or cessation of membership	Rule 16, 17	14.2
7. The procedure (if any) for the disciplining of members and the mechanism (if any) for appearances by members in respect of disciplinary action taken against them	Rule 19-24	14.3
8. The grievance procedures for settling disputes under the rules between the incorporated association and any members or between a member and other member	Rule 25-29	15.0
9. The name, membership and powers of the committee or other body having the management of the incorporated association (in this paragraph referred to as the committee) and – (see following five provisions)	Rule 42-48, 53	11.0
9 (a) the election or appointment of members of the committee	Rule 49, 52,53	11.3
9 (b) the terms of office of members of the committee	Rule 55 (1)	11.3
9 (c) the grounds on which, or reasons for which, the office of a	Rule 56	11.3

member of the committee  
becomes vacant

9 (d) the filling of casual vacancies occurring within the committee	Rule 57	11.3
9 (e) the quorum and procedure at meetings of the committee	Rules 58-67	11.5,6,7,8,9
10. The procedures for the appointment and removal of the secretary of the incorporated association	Rules 49,59,52,55(3)	16.1
11. The custody of records, securities and other relevant documents of the incorporated association	Rule 47 (2) (Secretary) Rule 48 (2), (3) (Treasurer)	11.16 / 20.1,2
12. Provisions for the custody and use of the common seal (if any) of the incorporated association	Rule 47 (2) (b)	22.0
13. Provision for members to have access to, and to be able to obtain copies of, the records, securities and other relevant documents of the incorporated association	Rule 75 (2), (3)	11.16