



**CONSTITUTION**  
**BAPTIST UNION OF THE NORTHERN TERRITORY INC.**

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# BAPTIST UNION OF THE NORTHERN TERRITORY INC

## CONSTITUTION

### 1 NAME

The name of the incorporated Union is BAPTIST UNION OF THE NORTHERN TERRITORY INC (the "Union").

### 2 DEFINITIONS AND INTERPRETATIONS

#### 2.1 Definitions

**"Act"** means The Northern Territory of Australia Associations Act as amended from time to time;

**"ACNC"** means the *Australian Charities and Not-for-profits Commission*;

**"Affiliated Ministry Organisation"** means the organisations defined under clause 18;

**"Affiliate Member"** means a constituted or un-constituted ministry entity established to further the cause of Christ, as revealed in the Scriptures, and fulfilling the criteria specified in clause 8.1.2;

**"Annual General Meeting"** means the annual meeting of the Union described in clause 16.1;

**"Assembly"** means the representatives of the Members of the Union as defined in clause 13;

**"Assembly Board"** means the Board appointed as prescribed by this Constitution to implement Assembly decisions and otherwise conduct the Union's operations between Assemblies as designated in clause 14;

**"Assembly Board members"** means those persons appointed pursuant to clause 14.2;

**"Assembly Meeting"** means a meeting of the Assembly of the Union;

**"Church"** for the purpose of this constitution, means a Member;

**"Delegates"** means those persons designated in clause 13;

**"Director of Ministries"** means that person described in clause 14.2.5;

**“Doctrinal Basis”** means those doctrines set out in clause 4;

**“Financial Year”** means the year ending on 30 April;

**“Governance Manual”** means the Governance Manual prescribed by the Assembly Board from time to time for the good governance of bodies affiliated with or under the overall governance of the Union;

**“Member”** means a Baptist church that is a Member of this Union as at the date of this Constitution and a Baptist church that is admitted after the date of this Constitution as a Member pursuant to clause 8;

**“Month”** means a calendar month;

**“Objects”** means those objects of the Union set out in clause 5;

**“Officer”** means each of those persons described in clause 15;

**“Registered Charity”** means an organisation that is formally registered as a charity with the ACNC; and

**“Special Resolution”** means a resolution passed at a duly convened Assembly Meeting in accordance with clause 16.2.

## 2.2 Interpretation

In this Constitution unless the context otherwise requires:

- 2.2.1 a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- 2.2.2 the singular includes the plural and vice versa;
- 2.2.3 a reference to an individual or person includes a corporation, partnership, joint venture, Union, authority, trust, state or government and vice versa;
- 2.2.4 a reference to any agreement or document is to that agreement or document (and where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time; and
- 2.2.5 headings are for convenient reference only and do not affect the interpretation of this Constitution.

### **3 THE UNION AND THE CHURCHES**

- 3.1 The Union is a voluntary Union of Baptist churches in the Northern Territory that agree to work together in God's mission in accordance with the Objects and values set out in this constitution.
- 3.2 The Union is a separate entity from its Members and Affiliate Members but may, through Assembly and/or the Assembly Board, exercise the powers provided by this Constitution over all Members of the Union and persons accredited by the Union in all matters affecting the Union's interests.

### **4 DOCTRINAL BASIS**

The doctrinal basis of the Union shall include the following generally recognised beliefs:

- 4.1 The divine inspiration and supreme authority of the scriptures.
- 4.2 The existence of one God in three persons, the Father, the Son, and the Holy Spirit, who made heaven and earth.
- 4.3 The fallen, sinful and lost state of all humanity.
- 4.4 The deity and incarnation of the Lord Jesus Christ, who is the Son of God.
- 4.5 The salvation of all people from the penalty and power of sin, through the perfect life of the Lord Jesus Christ, His atoning death, His resurrection from the dead, His ascension to heaven and His Unchanging Priesthood.
- 4.6 The necessity for individual salvation of repentance toward God and of Faith in the Lord Jesus Christ.
- 4.7 The activity of the Holy Spirit in the salvation of humanity.
- 4.8 The resurrection of the dead and the final judgement of all humanity by the Lord Jesus Christ.
- 4.9 The two ordinances commanded by the Lord Jesus Christ which are a perpetual obligation – Baptism and the Lord's Supper. Baptism being the immersion in water of believers upon profession of their faith in the Lord Jesus Christ, symbolic of His death, burial and resurrection. The Lord's Supper being a memorial of the sacrifice of the body and blood of the Lord Jesus Christ until He returns.
- 4.10 The local church, a congregation of Believers united in a common faith in the Lord Jesus Christ. The liberty of conscience and responsibility of each individual to God.

### **5 OBJECTS**

**The objects of the Union are:**

- 5.1 To encourage, support, influence and extend the life and mission of the Churches.
- 5.2 To encourage and support the Members to develop and enhance relationships with each other.
- 5.3 To encourage and support the Members in the light of the Gospel, as revealed in the Scriptures, to give prophetic voice into their communities.
- 5.4 To encourage the development of spiritual leadership.
- 5.5. To promote relationships:
  - 5.5.1 With other Baptist Unions in Australia; and
  - 5.5.2 With the Baptist World Alliance and other global Baptist Unions; and
  - 5.5.3 With other expressions of the Christian Church.

## **6 POWERS OF THE UNION**

### **Inconsistence between this Constitution and the Act**

If there is any inconsistency between this Constitution and the Act, the requirements of the Act prevail.

For the purposes of carrying out its Objects the Union may, subject to the Act and this Constitution:

- 6.1 acquire, hold, administer, deal with and dispose of any real or personal property on such basis as approved by the Assembly or Assembly Board from time to time;
- 6.2 open and operate bank accounts;
- 6.3 invest its moneys:
  - 6.3.1 in any security in which trust moneys may, by Act of Parliament, be invested; or
  - 6.3.2 in any other manner authorised by this Constitution;
- 6.4 borrow money or give such security for the discharge of any liabilities incurred by the Union upon such terms and conditions as approved by the Assembly or the Assembly Board from time to time;
- 6.5 appoint agents to transact any business of the Union on its behalf;
- 6.6 enter into any other contract it considers necessary or desirable;
- 6.7 apply the funds or assets of the Union;
- 6.8 make by-laws, rules, regulations and other proceedings for the due care, maintenance and control of persons in the employ of the Union or persons under the care and control of the Union, including the general public using the Union's facilities;
- 6.9 appoint and employ officers and employees of the Union, including powers to suspend or dismiss such persons as permitted under relevant Territory and Federal Government industrial legislation;
- 6.10 construct, maintain and alter buildings or undertake works necessary or convenient;
- 6.11 enter into such contracts, agreements, arrangements or other undertakings and do such other acts, matters and things as may be deemed necessary or desirable; and
- 6.12 exercise any other powers permitted under the Act.

## **7 AFFILIATION TO THE BAPTIST UNION OF AUSTRALIA**

The Union shall be a member of the Baptist Union of Australia Inc., known as Australian Baptist Ministries (ABN 14 389 247 348).

## **8 MEMBERSHIP**

### **8.1 Membership Qualifications**

8.1.1 A church is qualified to be a Member of the Union if it:

- 8.1.1.1 supports the objects of the Union; and
- 8.1.1.2 agrees to be bound by this Constitution; and
- 8.1.1.3 exists and functions in harmony with Baptist tradition and ethos; and
- 8.1.1.4 has been approved for Membership of the Union by the Assembly Board.

8.1.2 A ministry is qualified to be an Affiliate Member if it:

- 8.1.2.1 supports the objects of the Union; and
- 8.1.2.2 agrees to be bound by this Constitution; and
- 8.1.2.3 exists and functions in harmony with Baptist tradition and ethos; and
- 8.1.2.4 has been approved for Affiliate Membership of the Union by the Assembly Board.

## 8.2 **Process for Membership**

- 8.2.1 Request for Membership or Affiliate Membership of the Union shall be made in writing, by a prospective Member or Affiliate Member, and addressed to the Assembly Board.
- 8.2.2 Following the request as set out in clause 8.2.1, the Assembly Board will then bring a recommendation concerning the request to the Assembly for decision.
- 8.2.3 As soon as practicable after the Assembly makes that decision, the Assembly Board shall:
  - 8.2.3.1 Notify the prospective Member or Affiliate Member in writing that the Assembly approved or rejected the request (whichever is applicable); and
  - 8.2.3.2 If the Assembly approved the request, ask the prospective Member or Affiliate Member to pay (within the period of one (1) month after receipt by the prospective Member or Affiliate Member of the notification) the sum payable under clause 8.7.1 (if any).
- 8.2.4 The Assembly Board shall, on payment by the prospective Member or Affiliate Member of the fee referred to in clause 8.7.1, within the period referred to in clause 8.2.3.2, ensure the prospective Member or Affiliate Member's name is entered in the Register of Members and Affiliate Members and on the name being so entered the prospective Member or Affiliate Member becomes a Member or Affiliate Member of the Union.

## 8.3 **Cessation of Membership**

A Member or Affiliate Member ceases to be a Member or Affiliate Member of the Union if:

- 8.3.1 the Member or Affiliate Member no longer exists; or
- 8.3.2 the Member or Affiliate Member resigns membership; or
- 8.3.3 the Member or Affiliate Member is expelled from the Union.
- 8.3.4 Any Member or Affiliate Member whose membership is outstanding for more than three (3) months after the date due for payment may, at the discretion of the Assembly Board, cease to be a Member or Affiliate Member of the Union, provided always that the Assembly Board may reinstate such a membership on such terms as it thinks fit.

## 8.4 **Membership Entitlements Not Transferable**

A right, privilege or obligation which a Member or Affiliate Member has by reason of being a Member or Affiliate Member of the Union:

- 8.4.1 is not capable of being transferred or transmitted to another person or entity; and



8.4.2 terminates on cessation of membership.

## 8.5 Resignation of Membership

8.5.1 A Member or Affiliate Member of the Union who has paid all moneys due and payable by a Member or Affiliate Member to the Union may resign from the Union by giving one (1) months' written notice to the Assembly Board of its intention to resign, and on the expiration of the period of notice, the Member's or Affiliate Member's membership of the Union ceases.

8.5.2 If a Member's or Affiliate Member's membership of the Union ceases under clause 8.5.1, and in every other case where a Member or Affiliate Member ceases to hold membership, the Public Officer must ensure an appropriate entry is made in the membership register, recording the date on which the Member or Affiliate Member ceased membership of the Union.

## 8.6 Membership Register

8.6.1 The Public Officer of the Union must establish and maintain a membership register of the Union specifying:

8.6.1.1 The name and address of each Member and Affiliate Member;

8.6.1.2 The date on which each Member and Affiliate Member was admitted to the Union; and

8.6.1.3 If applicable, the date of, and reason(s) for, cessation after membership termination.

8.6.2 The membership register must be kept at the Office of the Union and must be open for inspection, free of charge, by any Member or Affiliate Member of the Union at any reasonable hour and with reasonable notice.

## 8.7 Membership Fees

8.7.1 A Member or Affiliate Member of the Union must, on admission to membership, pay to the Union such fee as shall from time to time be determined by Assembly.

8.7.2 The membership fee shall be payable annually within three month from the date of the Assembly at which the fees are set;

8.7.3 Membership fees may be waived, in part or in full, at the discretion of the Board.

## 9 GRIEVANCE AND DISPUTE PROCEDURES

9.1 This clause applies to disputes between:

9.1.1 Member churches and the Assembly Board.

9.2 All matters of discipline and conflict resolution shall be undertaken with a view to and desire for reconciliation, forgiveness and Christian fellowship. Notwithstanding the following, the principles of Matthew 18:15-35 and natural justice shall be applied to all matters of discipline and dispute.

- 9.3 Within 14 days after the dispute comes to the attention of the parties to the dispute, they must meet and discuss the matter in dispute, and, if possible, resolve the dispute.
- 9.4 If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the parties must, within 10 days after the meeting, hold another meeting in the presence of a mediator.
- 9.5 The mediator must be:
  - 9.5.1 a person chosen by agreement between the parties; or
  - 9.5.2 in the absence of agreement the Director of Professional Standards of the Baptist Union of the NT or their delegate.
- 9.6 A member of the Association can be a mediator.
- 9.7 The mediator cannot be a party to the dispute.
- 9.8 The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- 9.9 The mediator, in conducting the mediation, must:
  - 9.9.1 give the parties to the mediation process every opportunity to be heard;
  - 9.9.2 allow due consideration by all parties of any written statement submitted by any party; and
  - 9.9.3 ensure natural justice is accorded to the parties to the dispute throughout the mediation process.
- 9.10 The mediator must not determine the dispute.
- 9.11 If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute;
  - 9.11.1 By having the matter referred to the Professional Standards Board of the Baptist Union of the NT for determination; or
  - 9.11.2 In accordance with the Act or otherwise at law.
- 9.12 Failure to satisfactorily resolve a dispute may result in disciplinary measures being taken in accordance with Clause 10
  - 9.12.1 Membership fees may be waived, in part or in full, at the discretion of the Board.

## **9A GRIEVANCE AND DISPUTE PROCEDURES**

- 9A.1 Disciplinary procedures must refer to the procedures in Clause 9, Grievance and Dispute Procedures
- 9A.2 The Assembly Board must handle any written complaint involving allegations that a Member or Affiliate Member of the Union:
  - 9A.2.1 has persistently refused or neglected to comply with the rules of this Constitution; or
  - 9A.2.2 has been guilty of conduct unbecoming a Member of Affiliate Member; or

- 9A.2.3 has persistently and wilfully acted in a manner prejudicial to the interest of the Union.
- 9A.3 On receiving such a complaint, the Assembly Board:
- 9A.3.1 must cause notice of the complaint to be served on the Member or Affiliate Member concerned; and
  - 9A.3.2 must give the Member or Affiliate Member concerned at least fourteen (14) days from the time the notice is served within which to make submissions to the Assembly Board in connection with the complaint; and
  - 9A.3.3 must take into consideration any submissions made by the Member or Affiliate Member in connection with the complaint.
  - 9A.3.4 must provide opportunity for another Member church to offer mediation assistance.
- 9A.4 The Assembly Board, **having considered submissions by the parties, may** by resolution:
- 9A.4.1 dismiss the complaint if unwarranted, vexatious or vindictive.
  - 9A.4.2 bring a recommendation to the Assembly to expel the Member or Affiliate Member concerned from the Union, or suspend the Member or Affiliate Member concerned from membership of the Union if, after considering the complaint and any submissions made in connection with the complaint, it is satisfied that the facts alleged in the complaint have been proved beyond reasonable doubt.
- 9A.5 If the Assembly Board resolves to bring a recommendation to Assembly to expel or suspend a Member or Affiliate Member, the Assembly Board must within seven (7) days after the resolution is made, cause written notice to be given to the Member or Affiliate Member concerned of the resolution, of the reasons given by the Assembly Board for having made that resolution and of the details of the Assembly Meeting at which such a recommendation is to be brought.
- 9A.6 If the Assembly resolves to expel or suspend a Member or Affiliate Member, the Assembly Board must within seven (7) days after the Assembly Meeting cause written notice to be given to the Member or Affiliate Member concerned of that Member's or Affiliate Member's right of appeal under clause 10 of this Constitution.
- 9A.7 The expulsion or suspension does not take effect:
- 9A.7.1 until the expiration of the period within which the Member or Affiliate Member is entitled to appeal against the resolution concerned; or
  - 9A.7.2 if within the period described in 9.7.1 the Member or Affiliate Member exercises the right of appeal, until the Union confirms the resolution under clause 10.5; whichever is the later.

## **10 RIGHT OF APPEAL OF DISCIPLINED MEMBER OR AFFILIATE MEMBER**

- 10.1 A Member or Affiliate Member may appeal to the Union in an Assembly Meeting against a resolution of the Assembly under clause 9.6 within seven (7) days after notice of the resolution is served on the Member or Affiliate Member by lodging with the Assembly Board a notice to that effect.

- 10.2 The notice shall be accompanied by a statement of the grounds on which the Member or Affiliate Member intends to rely for the purposes of the appeal.
- 10.3 On receipt of a notice from the Member or Affiliate Member under clause 10.1 the Assembly Board will convene an Assembly Meeting of the Union to be held within twenty-eight (28) days after the date on which the Assembly Board received the notice. The Notice of Assembly Meetings requirement in clause 16.2.6 shall not apply to any meeting called as a result of implementing the requirements of this clause and no other business may be transacted at such a meeting **unless the notice specified in clause 16.2.6 has been provided.**
- 10.4 At an Assembly Meeting of the Union convened under clause 10.3:
- 10.4.1 no business other than the question of appeal is to be transacted; and
  - 10.4.2 the Assembly Board and the Member or Affiliate Member concerned must be given the opportunity to state their respective causes orally or in writing or both; and
  - 10.4.3 the Members present are to vote by secret ballot on the question of whether the resolution should be confirmed or revoked.
- 10.5 If at the Assembly Meeting the Union passes a Special Resolution in favour of the confirmation of the resolution, the resolution is confirmed and if it does not the resolution is revoked.

## **11 LIABILITY OF THE MEMBERS AND AFFILIATE MEMBERS**

The Liability of a Member or Affiliate Member of the Union to contribute towards the payment of the debts and liabilities of the Union or the costs, charges and expenses of the winding up of the Union is limited to the amount, if any, unpaid by the Member or Affiliate Member in respect of membership of the Union.

## **12 OPERATION**

The Union shall operate through its Assembly Meetings, Assembly Board, officers, gatherings, operational units, working groups and affiliated bodies.

## **13 ASSEMBLY**

The Assembly shall consist of the following persons, **subject to each being a member** in good standing of a Baptist church that is a Member of this Union, with the exception of the Director of Ministries (see 14.2.5.1).

13.1 Delegates: Each Member shall appoint from its own membership two (2) representatives to act as Delegates. In addition, and on the basis of the statistics of the church for the previous year, a Member may appoint one additional Delegate for every completed fifty members above the first fifty (50) members to a maximum of 5 delegates per Member.

13.1.1 Each Member may appoint proxies to act on behalf of official Delegates.

13.1.2 The names of the Delegates and proxies of the Members shall be forwarded to the Secretary, or his or her representative, prior to a meeting of the Assembly.

13.1.3 Affiliate members are not entitled to appoint delegates to the Assembly.

- 13.2 Those persons on the Register of Accredited and Recognised persons pursuant to clause 19.3;
- 13.3 The Officers of the Union as defined in clause 15;
- 13.4 Members of the Assembly Board; and
- 13.5** The Chairperson and Chief Executive Officer of any Affiliated Ministry Organisation.

## **14 ASSEMBLY BOARD**

### **14.1 Powers and Duties of the Assembly Board**

- 14.1.1 The Assembly Board is expected to provide governance, leadership and ministry in a spiritual and inspirational manner.
- 14.1.2 The Assembly Board shall comply with the governance principles set out in the Governance Manual as amended from time to time.
- 14.1.3 Within the principles of the Governance Manual, the affairs of the Union shall be managed and controlled by the Assembly Board which in addition to any powers and authorities conferred by this Constitution may exercise all such powers and do all such things as are within the objects of the Union and are not by the Act or by this Constitution required to be done by the Union in an Assembly Meeting.
- 14.1.4 Subject to decisions adopted from time to time by an Assembly Meeting, the Assembly Board is responsible for the management and control of the funds and all other property of the Union.
- 14.1.5 The Assembly Board shall have the authority to interpret the meaning of this Constitution and any other matter relating to the affairs of the Union on which this Constitution is silent subject to the Act.
- 14.1.6 The Assembly Board shall appoint one of its number to be the Public Officer for the Union. The Public Officer shall:
- a) ensure that documents are filed with the Commissioner of Consumer Affairs in accordance with sections 23, 28 and 45 of the Act, and
  - b) keep a current copy of the Constitution of the Union.
- 14.1.7 The Assembly Board shall appoint an auditor and notify Assembly at the Annual General Meeting, pursuant to clause 20.5.1.

### **14.2 Appointment to the Assembly Board**

- 14.2.1 The Assembly Board shall consist of ten (10) persons, each of which shall be a member in good standing of a Baptist church which is a Member, with the exception allowed under clause 14.2.5 Director of Ministries.
- 14.2.2 Assembly Board members  
The Assembly Board members are to be:
- 14.2.2.1 The Officers of the Union; and

- 14.2.2.2 The Director of Ministries; and
- 14.2.2.3 Four (4) other members, possessing suitable skills, abilities and characteristics as contemplated by the Governance Manual, elected to the Assembly Board by the Assembly.
- 14.2.2.4 Each term of office of these four members shall be two (2) years, with a maximum number of 3 terms of continued service excluding time served as an officer of the union.
- 14.2.2.5 After 3 terms of continued service these members shall not be eligible for re-election to the Assembly Board for at least one (1) year unless elected as an officer of the Union;
- 14.2.2.6 One half of these four elected members shall retire each year, however, they shall, subject to this clause, be eligible for re-election by the Assembly.

**14.2.3 Vacancy on the Board**

In the event of a casual vacancy on the Assembly Board, the Assembly Board may elect a suitably qualified person who shall hold office until the next Annual General Meeting of the Union at which time that person may be elected to the Assembly Board for the remainder of the term of the casual vacancy thus filled or a new term as is applicable.

**14.2.4 Nomination of Assembly Board members**

Where there is a vacancy on the Assembly Board (other than a casual vacancy as outlined in sub-clause 14.2.3), the following procedure shall be followed:

- 14.2.4.1 The Assembly Board shall not less than 8 weeks before the commencement of the Annual General Meeting call for nominations to fill the vacancy or vacancies. Each Member and the Assembly Board shall have the right to submit one nomination for each vacancy.
- 14.2.4.2 Such nominations shall be submitted to the Secretary with the written consent of the nominee.
- 14.2.4.3 The final candidates for positions on the Assembly Board shall be determined by the Assembly Board with reference to any conditions or criteria determined from time to time by Assembly and/or set out in the Governance Manual.
- 14.2.4.4 Names of the final candidates shall be forwarded to the Members with the ballot papers not less than 4 weeks before the commencement of the Annual General Meeting.
- 14.2.4.5 Ballot papers shall be returned to the Secretary no more than three weeks after the date of their distribution. Each Member shall be entitled to the number of votes equal to the number of Assembly Delegates for that Member. For each position the election shall be declared in favour of the highest number of votes.

**14.2.5 Director of Ministries:** The person fulfilling the role of Director of Ministries shall be a member of the Assembly Board and shall function to serve the life and ministry of the Union and its Members.

- 14.2.5.1 If the Director of Ministries is not resident in the NT she/he shall be a member in good standing in a church that is a member of a state or territory union that is a member of the Baptist Union of Australia.
- 14.2.5.2 The Director of Ministries shall be appointed by the Assembly upon recommendation of the Assembly Board
- 14.2.5.3 The appointment of the Director of Ministries shall include appropriate documents such as role description, reviews and terms of appointment.

### 14.3 Removal of Assembly Board member

14.3.1 The Assembly:

- 14.3.1.1 at an Assembly Meeting, the Assembly;  
or  
between Assembly Meetings, the Assembly Board may by resolution remove any Assembly Board member from the Assembly Board before the expiration of that Assembly Board member's term of office. The resulting casual vacancy may be filled as specified in clause 14.2.3.
- 14.3.1.2 The decision to remove an Assembly Board member may be based on non-compliance by a member with one or more governance standards set out in the *Australian Charities and Not-for-profits Commission Amendment*

*Regulation 2013 or the BUNT Governance manual. (as amended from time to time).*

- 14.3.2 If an Assembly Board member, to whom a resolution referred to in clause 14.3.1 relates, makes representations in writing to the President and requests that the representations be notified to the Assembly, the President shall ensure the representations are presented to an Assembly Meeting at which the resolution shall be considered. The principles outlined by Jesus Christ in Matthew 18: 15-17 and the rules of natural justice shall be applied in all such situations together with any law to be complied with by a Registered Charity as is provided in Clause 9.

#### **14.4 Intended Leave of Absence**

An Assembly Board member may apply to the Assembly Board for intended leave of absence from meetings and may be granted such leave by the Assembly Board.

### **15 OFFICERS**

The Officers of the Union shall be:

#### **15.1 The President**

- 15.1.1 The President shall Chair the Assembly Meetings and the Assembly Board meetings, shall be responsible for the purposefulness and performance of the Assembly Board, shall work co-operatively with the Assembly Board to enhance relationships with the Churches and shall represent the Union in other forums as may be determined from time to time.
- 15.1.2 The President shall ordinarily have been Vice-President and remain in office for two years.
- 15.1.3 If in the view of the Assembly Board it may be beneficial to the Union for the President to be re-appointed for an additional term. The proposal would be determined by Assembly.
- 15.1.4 In the event of an extraordinary vacancy in the Presidency, the Vice-President shall ordinarily become acting President until the next Annual General Meeting.
- 15.1.5 By virtue of office, the President shall have the right of attendance at and participation in all boards, committees, operational units, and affiliated bodies of the Union.
- 15.1.6 In the event that the Vice-President is unable, for any reason, to fill the position of President at the close of the President's term or to fill the position of acting President in the event of an extraordinary vacancy, the position shall be filled as a casual vacancy in accordance with sub-clause 14.2.3.

#### **15.2 Vice-President**

- 15.2.1 The Vice-President shall act as deputy to the President, chairing Assembly Meetings and meetings of the Assembly Board, and undertaking the roles of the President in the absence of the President or other roles at the President's request.
- 15.2.2 By virtue of office, the Vice-President shall have right of attendance at and participation in all boards, committees, operational units and affiliated bodies.



15.2.3 Where there is a vacancy for the position of the Vice-President (other than a casual vacancy as outlined in sub-clause 14.2.3), the following procedure shall be followed:

15.2.3.1 The Assembly Board shall not less than 8 weeks before the commencement of the Annual General Meeting, call for nominations to fill the vacancy. Each Member and the Assembly Board shall have the right to submit one nomination for the position.

15.2.3.2 Such nominations shall be submitted to the Secretary with the written consent of the nominee.

15.2.3.3 The final candidates for position of Vice-President shall be determined by the Assembly Board with reference to any conditions or criteria set out in the Governance Manual.

15.2.3.4 Names of the final candidates shall be forwarded to the Members with the ballot papers not less than 4 weeks before the commencement of the Annual General Meeting.

15.2.3.5 Ballot papers shall be returned to the Secretary no more than three weeks after the date of their distribution. Each Member shall be entitled to the number of votes equal to the number of Assembly Delegates for that Member. The election shall be declared in favour of the candidate achieving the highest number of votes.

### 15.3 **The Immediate Past President**

15.3.1 The Immediate Past President may be called on by Assembly, the Assembly Board, or the President to act in the capacity of a second Vice-President.

15.3.2 In the event of the death or resignation of the Immediate Past President the Assembly Board shall have the power to appoint a previous President of the Union or other suitable person to complete the remainder of the term of office.

### 15.4 **The Secretary**

15.4.1 The Secretary shall:

15.4.1.1 maintain the Register of Accredited and Recognised persons pursuant to Clause 19.3,

15.4.1.2 keep minutes of Assembly and Assembly Board meetings,

15.4.1.3 convene Assembly and Assembly Board meetings,

15.4.1.4 subject to clause 15.5, maintain custody of all books, documents, correspondence and records of the Union, and

15.4.1.5 as directed by the Assembly Board, affix the seal of the Union to documents.

15.4.2 The term of appointment of the Secretary shall be 2 years and may serve a further two terms and shall not be eligible for re-election to the Assembly Board for one (1) year after six (6) years of service as Secretary.

## **15.5 The Treasurer**

15.5.1 The Treasurer shall:

- 15.1.1.1 be responsible for the funds of the Union,
- 15,5.1.2 receipt and bank all monies received by the Union,
- 15.5.1.3 maintain proper books of account and records of financial transactions,
- 15.5.1.4 render regular financial statements to the Assembly Board,
- 15.5.1.5 render audited annual financial statements to the Annual Assembly, and
- 15.5.1.6 meet the financial requirements of the Act.

15.5.2 The term of appointment of the Treasurer shall be 2 years and may serve a further two terms and shall not be eligible for re-election to the Assembly Board for one (1) year after six (6) years of service as Treasurer.

## **16 MEETINGS**

### **16.1 Annual General Meetings**

- 16.1.1 The Annual General Meeting of the Union shall be an Assembly Meeting held within five (5) months after the end of its Financial Year.
- 16.1.2 In addition to any other business which may be transacted at an Annual General Meeting, the business of an Annual General Meeting shall include the following:
  - 16.1.2.1 Consideration of the accounts and reports of the Assembly Board and the auditor's report;
  - 16.1.2.2 Declaration of the election results for appointment to the Assembly Board; and
  - 16.1.2.3 Notification of the appointment of an auditor by Assembly Board.
- 16.1.3 Notice of an Annual General Meeting shall be given in the same manner as that required for an Assembly Meeting in accordance with clause 16.2.3.
- 16.1.4 The quorum for an Annual General Meeting shall be the same as the quorum for an Assembly Meeting.
- 16.1.5 The procedure of an Annual General Meeting shall be the same as the procedure of an Assembly Meeting.

### **16.2 Assembly Meeting**

- 16.2.1 The purpose/object of the Assembly meeting is for the Assembly to gather to worship and discern our Lord's leading in the development of the Union's policy and governance framework.
- 16.2.2 The Assembly Board at its own discretion or upon receipt of a written request from not less than ten percent (10%) of Members shall call Assembly Meetings by giving such notice as may be required pursuant to clause 16.2.6.1 for convening an Assembly

Meeting but any such notice shall also comply with the requirements of the Act as prescribed from time to time; however between the Assembly Meetings the Assembly Board shall be entitled in a meeting of the Assembly Board to exercise all of the powers of the Union.

**16.2.3 Procedures at Assembly Meetings** (including Annual General Meetings)

- 16.2.3.1 No item of business is to be decided unless a quorum of Assembly entitled to vote is present. A quorum for the transaction of the business of an Assembly Meeting shall be 15 persons who meet the requirements of clause 13.
- 16.2.3.2 Confirmation by the Delegates with respect to the minutes of the last preceding Annual General Meeting or Assembly Meeting (as applicable) (which have been signed by the person who presided at the relevant meeting and accepted and adopted by the Assembly Board.)
- 16.2.3.3 If within half an hour after the appointed time for the commencement of an Assembly Meeting a quorum is not present, the meeting:
  - 16.2.3.3.1 if convened on the requisition of Members is to be dissolved; and
  - 16.2.3.3.2 in any other case is to stand adjourned to a date, time and place as determined by those present or by the Officers of the Union. Not less than one week's notice of recommencement of the adjourned meeting shall be given to the Members.
- 16.2.3.4 The President or, in the President's absence, the Vice President, is to preside as chair at each Assembly Meeting. If the President and the Vice President are absent or unwilling or where it is decided by the Assembly Meeting that it is inappropriate for them to act, the persons present forming Assembly (as specified in clauses 13.1 to 13.5 inclusive) must elect one of their number to preside as chair of the meeting.

**16.2.4 Voting at an Assembly Meeting**

- 16.2.4.1 On any question arising at an Assembly Meeting, a person present forming Assembly has only one vote.
- 16.2.4.2 All votes must be given personally.
- 16.2.4.3 In the case of a tied vote on a question at an Assembly Meeting, the Chairman of the meeting is entitled to a second or casting vote.

**16.2.5 Program and venue**

The Assembly Board:

- 16.2.5.1 shall determine the venue of all Assembly Meetings.
- 16.2.5.2 shall prepare the program for each Assembly Meeting including all motions other than the reception and adoption of reports, votes of thanks and such

matters permitted by a majority of Assembly present and voting.

**16.2.6 Notice of Assembly Meetings**

16.2.6.1 Notice of Assembly Meetings containing recommendations to Assembly involving policy or programming, together with sufficient promotional material, annual reports from boards, committees and affiliated bodies, and such other reports as may be required by Assembly shall be completed, compiled and, except as provided in clause 10.3, be sent to the persons forming Assembly not less than one month before the Assembly Meeting.

16.2.6.2 Where a notice is to be sent by post :

16.2.6.2.1 the service is effected by properly addressing prepaying and posting a letter or packet containing the notice; and

16.2.6.2.2 unless the contrary is proved, service will be taken to have been effected at the time at which the letter or packet would be delivered in the ordinary course of post.

**16.3 Meetings of the Assembly Board**

The Assembly Board shall meet at least 3 times per year or at other times as the Assembly Board shall determine. Meetings may take place by electronic means including but without limitation via telephone, video conference, email or any method of communication where all Assembly Board members are able to participate in an open exchange of ideas and make decisions.

**16.3.1 Procedures at Assembly Board Meetings**

16.3.1.1 No item of business is to be transacted at an Assembly Board meeting unless a quorum of Assembly Board members is present during the time the matter is considered.

16.3.1.2 **Quorum**

Six (6) Assembly Board members present in person or by electronic means constitutes a quorum for the transaction of Assembly Board business.

16.3.1.3 **Chair**

The President or, in the President's absence, the Vice President, is to preside as chair at each meeting of the Assembly Board.

16.3.1.4 If the President and the Vice President are absent or unwilling or where it is decided by the Assembly Board that it is inappropriate for them to act, members of the Assembly Board present shall elect one of their number to preside as chair of the meeting.

**16.3.2 Adjournment of an Assembly Board Meeting**

16.3.2.1 The Chair of a meeting of the Assembly Board at which a quorum is present may with the consent of the majority of the Assembly Board members present at the meeting adjourn the meeting from time to time and place to place but no business is to be transacted at an adjourned meeting other than

the business left unfinished at the meeting at which the adjournment took place.

- 16.3.2.2 Notice of an adjournment of a meeting of the Assembly Board or of the business to be transacted at an adjourned meeting is not required to be given.

### **16.3.3 Voting at an Assembly Board Meeting**

- 16.3.3.1 On any question arising at a meeting of the Assembly Board a Board member has only one vote.
- 16.3.3.2 All votes must be given personally and not by proxy.
- 16.3.3.3 A simple majority is required for a matter to be decided in the positive where consensus cannot be reached.
- 16.3.3.4 In the case of a tied vote on a question at a meeting of the Assembly Board the Chair of the meeting is entitled to exercise a second or casting vote.

### **16.3.4 Notice of Assembly Board Meetings**

Notice of Assembly Board meetings, other than adjourned meetings shall be given in accordance with the Governance Manual.

## **17 ASSEMBLY BOARD COMMITTEES AND OPERATIONAL UNITS**

### **17.1 Assembly Board Committees**

The Assembly Board shall establish such committees as it decides from time to time to provide detailed or specialist attention to matters for which it carries responsibility. The Assembly Board shall specify the matters that such committees must have regard to in carrying out their functions and any other matters concerning the committees or their functions that the Assembly Board might prescribe.

### **17.2 Operational Units**

The Assembly Board shall be responsible for appointing such committees, boards, individual persons and working groups except as otherwise provided for herein (herein called "operational units") as it deems appropriate for the implementation of Union policy and programmes.

## **18 AFFILIATED MINISTRY ORGANISATIONS**

- 18.1 An Affiliated Ministry Organisation of the Union is a body set up by the Union to perform some special function on behalf of the Union.
- 18.2 The objectives, responsibilities, membership and *modus operandi* of each Affiliated Ministry Organisation shall be determined by the Assembly or Assembly Board or as agreed between the organisation and Assembly or the Assembly Board.
- 18.3 The recognised Affiliate Ministry Organisations are:
- 18.3.1 Baptist Care (NT) Inc.; and
- 18.3.2 Such other organisations as the Union may establish from time to time.

## **19 ACCREDITATION, ORDINATION AND RECOGNITION**

## 19.1 **Definitions**

- 19.1.1 'Accreditation' is the affirmation by the Assembly that a person's spiritual gifts, training, demonstrated ability, life experience and personal and spiritual maturity appropriately equips them to serve Jesus Christ within the Baptist movement of the Northern Territory in the following roles:
- 19.1.1.1 As a senior or sole Pastoral Leader of a local church;
  - 19.1.1.2 As an Associate Pastoral Leader with defined responsibility in a local church;
  - 19.1.1.3 As a Chaplain representing the Union;
  - 19.1.1.4 As a Cross-Cultural worker (missionary);
  - 19.1.1.5 In other specialist roles to be determined from time to time by the Assembly.
- 19.1.2 'Ordination' is the solemn public act conducted under God, by which the Assembly confirms a person's call to Accredited ministry within the Baptist movement of the Northern Territory (see 19.1.1) and that person makes a public commitment to represent the Union faithfully. A person is not eligible for Ordination unless he or she is Accredited. However, a person may be Accredited without being Ordained.
- 19.1.3 'Recognition' is the affirmation by Assembly of ministers who do not meet the normal requirements for Accreditation, but have been called to serve either as pastor of a church or in some other Baptist ministry in the N.T.

## 19.2 **Accreditation and/or Ordination Process**

- 19.2.1 Affirmation as an Accredited and/or Ordained person of the Union shall be by resolution of the Assembly on the recommendation of the Assembly Board and in accordance with regulations approved by the Assembly from time to time.
- 19.2.2 Preparation for Accreditation and/or Ordination shall include the satisfactory completion of Biblical, theological and practical training as prescribed or approved by the Assembly Board.
- 19.2.3 The Assembly Board shall arrange services of Ordination for candidates who have been approved by Assembly. Services of Ordination shall normally be held at and in association with the local church of which the candidate is a member.

## 19.3 **Register of Accredited and Recognised persons**

- 19.3.1 The Union shall keep a register of persons in the following categories:

- 19.3.1.1 Accredited persons serving directly within churches and ministries of the Union,
- 19.3.1.2 Accredited persons engaged in Baptist ministry in areas of activity outside the direct control of the Union,
- 19.3.1.3 Accredited persons who have retired from active ministry on account of age or certified medical unfitness, and
- 19.3.1.4 Accredited persons who are not included in the above categories.
- 19.3.1.5 Recognised persons serving in churches and ministries of the Union.

19.3.2 Additions to or removal from the register of Accredited and Recognised persons shall be made by Assembly Board and shall be reported at the next Assembly.

19.3.3 The register shall include the particular ministry in which the person is accredited.

#### 19.4 **Complaints against Accredited or Recognised persons**

If a complaint is made against an Accredited or Recognised person, the Assembly Board shall refer the complaint to the Union's Director of Professional Standards who shall investigate the complaint in accordance with the applicable policies of the Union.

## 20 **FINANCIAL REPORTING**

### 20.1 **Financial Year**

The financial year of the Union shall be the period commencing on 1 May and ending on 30 April of each year.

### 20.2 **Keeping of Accounts**

The Union shall keep and retain such accounting records as are necessary to correctly record and explain the financial transactions and financial position of the Union in accordance with all legislation applicable to its operations.

### 20.3 **Accounts and Reports to be Laid before Assembly**

The Accounts, together with the auditor's report on the accounts, the Assembly Board's statement and the Annual Reports of the Union shall be presented to the Assembly at the Annual General Meeting.

### 20.4 **Annual Return**

The annual (periodic) return shall be lodged with the Commissioner of Consumer Affairs within six (6) months after the end of each Financial Year in accordance with all legislative requirements.

### 20.5 **Appointment of Auditor**

20.5.1 Prior to each Annual General Meeting the Assembly Board shall appoint an auditor of the Union. Notification of the appointment shall be reported to the Annual General Meeting.

20.5.2 The Auditor shall be appointed for terms of one financial year at a time.

**20.6 ACNC**

If the Union is a Registered Charity, the Union will provide annual information statements and financial reports to the ACNC as is required from time to time.

**21 COMMON SEAL**

21.1 The Union shall have a common seal upon which its name shall appear in legible characters.

21.2 The common seal shall be kept in the custody of the Secretary at the office of the Union.

21.3 The common seal shall not be used without the authorization of the Assembly Board and every use of the common seal shall be recorded in the minute book of the Union.

**21.4** The affixing of the common seal must be attested by the signatures of any two (2) members of the Assembly Board.

**22 FUNDS**

22.1 The funds of the Union are to be ordinarily derived from membership fees, donations and investments (consistent with the Objects and values of the Union), subject to any other resolution passed by an Assembly Meeting.

22.2 All monies received by the Union must be deposited as soon as practicable and without deduction to the credit of the Union's bank account.

22.3 The Union must as soon as practicable after receiving any money record a receipt. The receipt must contain the name of the Union and the Australian Business Number.

22.4 The funds of the Union are to be used in pursuance of the objects of the Union.

**22.5** All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by any two (2) members of the Board or employees of the Union authorised to do so by the Assembly Board.

**23 ALTERATIONS TO THE CONSTITUTION**

23.1 This Constitution may only be altered (including an alteration to the Union's name) at an Assembly Meeting on a vote of three quarters (75%) majority of those present and voting on the recommendation.

23.2 The Assembly shall be provided with not less than thirty (30) days written notice of the proposed amendment(s) and date of the Assembly meeting at which the amendment(s) are to be considered.

23.3 Any adopted alterations shall be registered pursuant to clause 23.2 with the Commissioner of Consumer Affairs and the ACNC if the Union is a Registered Charity, and in any event in accordance with the then current legislative requirements.



23.4 The Constitution as registered shall bind the Union and the Members to the same extent as if they have respectively signed and sealed it, and agreed to be bound by all of the provisions thereof.

**23.5** An alteration of the Constitution comes into force at the time that the alteration is passed, unless the Union resolves otherwise. This does not apply to an alteration to the name of the Union that does not come into effect until registered with the Commissioner of Consumer Affairs and/or the ACNC if the Union is a Registered Charity.

## **24 INDEMNITY**

24.1 Every member of Assembly Board shall be indemnified by the Union against (and it shall be the duty of the Assembly Board out of the funds of the Union to pay for) all authorized costs, losses and authorized expenses which any of such persons may incur or become liable to by any reason of any act or thing done by him or her as a member of Assembly Board, officer or servant of the Union in any way in discharge of his or her duties.

24.2 No member of the Assembly Board or other officer or servant of the Union shall be under any liability in respect of:

24.2.1 the acts, receipts, neglects or defaults of any other member of Assembly Board, officer or servant of the Union; or

24.2.2 any loss or expense happening to the Union through the insufficiency or deficiency of title to any property acquired for or on behalf of the Union; or

24.2.3 the insufficiency of any security in or upon which any of the monies of the Union shall be vested; or

24.2.4 any loss or damage arising from bankruptcy, insolvency or the unlawful act of any person with whom any monies, securities or assets shall be deposited; or

24.2.5 any other loss, damage or misfortune whatsoever which shall happen in the execution of his or her duties or in relation thereto unless the same happened through his or her dishonesty, wilful negligence, default, breach of duty or breach of trust.

## **25 PROHIBITION AGAINST SECURING PROFITS FOR MEMBERS**

25.1 The assets and income of the Union shall be applied exclusively to the promotion of its objects and no portion shall be paid or distributed directly or indirectly to a Member or their associates except as bona fide remuneration of a Member for services rendered or expenses incurred on behalf of the Union.

**25.2** The prohibition in clause 25.1 does not prevent the Union from providing grants or loans to its Members where such grants are in furtherance of the objects of the Union and that such approval does not affect the Union's eligibility to continue as an income tax exempt entity.

## **26 WINDING UP**

26.1 The Union shall be wound up in accordance with the Act at the relevant time.

**26.2** In the event of the winding up or the cancellation of the incorporation of the Union any surplus assets remaining after the payment of the Union's liabilities shall be transferred to another organisation in Australia having similar objectives to this Union and approved by The Baptist Union of Australia Inc. (ABN 14 389 247 348) at or prior to the time of dissolution.

## **27 GOVERNANCE STANDARDS**

If the Union is a Registered Charity, it shall comply with the governance standards and external conduct standards under the *Australian Charities and Not-for-profits Commission Amendment Regulation 2013* (as amended from time to time).