



THINK



CREATE



SPEAK

CONSTITUTION

CHRISTIAN MEDIA & ARTS AUSTRALIA LIMITED

A Company Limited by Guarantee

I hereby certify that this is a true copy of the Constitution, Purposes and Rules of Christian Media & Arts Australia Limited.

Nathan Brown

CEO

Date: 3 May 2018

Table of Contents

1.	DEFINITIONS AND INTERPRETATIONS	1
1.1.	Definitions	1
1.2.	Interpretation	2
2.	OBJECTS OF THE COMPANY	3
3.	CMAA COMMUNITIES	3
4.	APPLICATION OF INCOME FOR OBJECTS ONLY	3
4.1.	Profits	3
4.2.	Payment in good faith	4
5.	WINDING UP	4
5.1.	Contributions by members	4
5.2.	Application of Property	4
6.	MEMBERSHIP	5
6.1.	Number of members	5
6.2.	Categories of members	5
6.3.	Admission as a member	5
6.4.	Membership Criteria	5
6.5.	Membership Process	6
6.6.	Directors' discretion to admit or refuse admission as a Member	7
7.	CEASING TO BE A MEMBER	7
7.1.	Cessation of membership	7
7.2.	Termination of membership	7
7.3.	Limited liability	8
8.	GENERAL MEETINGS	8
8.1.	Annual general meetings	8
8.2.	Convening a general meeting	8
8.3.	Notice of a general meeting	8
8.4.	Calculation of period of notice	8
8.5.	Cancellation or postponement of general meeting	8
8.6.	Notice of cancellation or postponement of a meeting	8
8.7.	Contents of notice of postponement of meeting	9
8.8.	Number of clear days for postponement of meeting	9
8.9.	Business at postponed meeting	9
8.10.	Proxy at postponed meeting	9
8.11.	Non-receipt of notice	9
8.12.	Director entitled to notice of meeting	9
9.	PROCEEDINGS AT GENERAL MEETINGS	10
9.1.	Reference to a member	10
9.2.	Number of a quorum	10
9.3.	Requirement for a quorum	10
9.4.	If quorum not present	10
9.5.	Adjourned meeting	10
9.6.	Appointment and powers of Chairman of general meeting	10

9.7.	Absence of Chairman at general meeting	10
9.8.	Conduct of general meetings	11
9.9.	Adjournment of general meeting	11
9.10.	Notice of adjourned meeting	11
9.11.	Questions decided by majority	11
9.12.	Equality of votes – no casting vote for Chairman	11
9.13.	Voting on show of hands	12
9.14.	Poll	12
9.15.	Votes of Members	12
9.16.	Right to appoint proxy	12
9.17.	Objection to voting qualification	13
10.	DIRECTORS	13
10.1.	Number of Directors	13
10.2.	Directors and Officers	13
10.3.	Eligibility of Directors	14
10.4.	Change of number of Directors	14
10.5.	Directors elected at general meeting	14
10.6.	Rotation of Directors	14
10.7.	Office held until conclusion of meeting	14
10.8.	Casual vacancy or additional Director	14
11.	REMUNERATION OF DIRECTORS	15
12.	EXPENSES OF DIRECTORS	15
13.	VACATION OF OFFICE OF DIRECTOR	15
14.	GOVERNANCE	16
15.	RULES	16
16.	APPOINTMENT OF ATTORNEY	16
17.	DIRECTORS' COMMITTEES	16
18.	PROCEEDINGS OF DIRECTORS	17
18.1.	Directors meetings	17
18.2.	Questions decided by majority	17
19.	CHAIRMAN OF DIRECTORS	17
19.1.	Election of Chairman	17
19.2.	Absence of Chairman at Directors' meeting	17
19.3.	Chairman's vote at Directors' meetings	17
20.	QUORUM FOR DIRECTORS' MEETING	17
21.	CHAIRMAN OF DIRECTORS' COMMITTEE	18
22.	MEETINGS OF COMMITTEE	18
22.1.	Adjourning a meeting	18
22.2.	Determination of questions	18
23.	CIRCULATING RESOLUTIONS	18
24.	VALIDITY OF ACTS OF DIRECTORS	19
25.	SECRETARY	19
25.1.	Appointment of Secretary	19

25.2.	Suspension and removal of Secretary	19
25.3.	Powers, duties and authorities of Secretary	19
26.	DISPUTE RESOLUTION	19
26.1.	Biblically based	19
26.2.	Procedure	20
27.	DOCUMENTS	20
28.	FINANCIAL REPORT	21
28.1.	Preparation and Audit	21
28.2.	Audited Report Conclusive	21
29.	INSPECTION OF RECORDS	21
29.1.	Inspection by Members	21
29.2.	Right of a Member to inspect	21
30.	SERVICE OF DOCUMENTS	21
30.1.	Document includes notice	21
30.2.	Methods of service	22
30.3.	Evidence of service	22
31.	INDEMNITY	22
32.	INSURANCE	23
33.	DIRECTOR'S LIABILITY INSURANCE	23
34.	CONTRACT	23
	Schedule 1 - Statement of Faith	24
	Schedule 2 - Proxy Form	25

1. DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

In this Constitution unless the contrary intention appears:

Associate Member has the meaning set out in clause 6.2; an Associate Member is not by virtue of being an Associate Member a Member.

Auditor means the auditor for the time being of the Company.

Chairman means the Chairman appointed under Clause 19.1,

Committee means a committee of Directors constituted under Clause 17.

Company means Christian Media & Arts Australia Limited.

CMAA Community means an affinity group of the Company which is established by the Company to further the objects of the Company.

Constitution means this Constitution as amended from time to time and a reference to a Clause is a reference to a Clause of this constitution.

Corporations Act means the Corporations Act 2001 (Commonwealth).

Director means a person holding office as Director of the Company.

Directors means all or some of the persons holding office as Directors of the Company.

General Meeting means a meeting of the Members of the Company,

Insolvency Event in relation to a Member or an Associate Member means:

- (a) the liquidation, dissolution, or insolvency of the Member or Associate Member;
- (b) the appointment of any administrator, receiver or similar officer in respect of any property of the Member or Associate Member;
- (c) the assignment of any rights or other property by the Member or the Associate member for the benefit of its creditors; or
- (d) any other act which shows or indicates the Member or the Associate Member is insolvent.

Member means a person entered on the register of the Company as a Member; it does not include an Associate Member. Any reference to Member in this Constitution, unless specifically noted to the contrary, is a reference only to Members and not to Associate Members.

Register means the register of Members under the Corporations Act and if appropriate includes a branch register.

Registered Office means the registered office for the time being of the Company.

Representative means a person appointed to represent a corporate Member at a general meeting of the Company in accordance with the Corporations Act.

Rules means rules made by the Board in accordance with Clause 15.

Schedule means a schedule to this Constitution.

Secretary means a person appointed as a secretary of the Company and includes an honorary Secretary and where appropriate includes an acting secretary and a person appointed by the Directors to perform all or any of the duties of a secretary of the Company.

Statement of Faith means the document set out in Schedule 1 to this Constitution.

1.2. Interpretation

- (a) In this Constitution unless the contrary intention appears:
 - (i) words importing any gender include all other genders,
 - (ii) the singular includes the plural and vice versa,
 - (iii) a reference to a law includes regulations and instruments made under the law,
 - (iv) a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by any State or the Commonwealth of Australia or otherwise,
 - (v) a power, an authority or a discretion reposed in a Director, the Directors, the Company in general meeting or a Member or Associate Member may be exercised at any time and from time to time,
 - (vi) where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions or in any other manner approved by the Directors,
 - (vii) 'writing' and 'written' includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise,
 - (viii) an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Corporations Act, the same meaning as in that provision of the Corporations Act, and
 - (ix) 'section' means a section of the Corporations Act,
- (b) Headings

Headings are inserted for convenience and are not to affect the interpretation of this Constitution, and

- (c) Replaceable rules not to apply

The provisions of the Corporations Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Company.

2. OBJECTS OF THE COMPANY

The objects of the Company are to advance the Kingdom of God, strengthen the Church of Jesus Christ and promulgate the knowledge of God that is revealed in the Holy Bible and that is in accord with the Statement of Faith, and in furtherance of these objects:

- (a) to unite Christians in Media and the Arts, and foster a community with a culture of “Christ-like” servant leadership in all that it does;
- (b) to serve Christians in Media and the Arts, and develop a culture of excellence and value in all that it does;
- (c) to represent Christians in Media and the Arts and provide a significant platform for policy and regulatory influence for the Christian Media & Arts Australia Community, as well as a cultural influence through our community;
- (d) to connect media leaders with Christian leaders and community and government leaders in the Mission of redeeming culture and restoring humanity;
- (e) to encourage, support and facilitate the effective communication of the hope of Jesus in any way we can;
- (f) to act as trustee and to perform and discharge the duties and functions incidental to being a trustee where this is incidental or conducive to the attainment of these objects;
- (g) to do such other things as are incidental or conducive to the attainment of these objects; and
- (h) to take over the assets and liabilities of Association of Christian Broadcasters Inc.

3. CMAA COMMUNITIES

The Directors have the power to establish, maintain and manage CMAA Communities.

4. APPLICATION OF INCOME FOR OBJECTS ONLY

4.1. Profits

All income and property of the Company, however derived:

- (a) must be applied solely towards the promotion of the Objects of the Company as set out in Clause 2; and

- (b) may not be paid or transferred to the Members or Associate Members, in whole or in part, either directly or indirectly by way of dividend, bonus or otherwise.

4.2. Payment in good faith

Clause 4.1(b) does not prevent payment in good faith to a Member, an Associate Member, or to a firm of which a Member or an Associate Member is a partner:

- (a) where the Member or Associate Member is a Director, of remuneration or expenses authorised by Clauses 11 and 12,
- (b) of remuneration for services to the Company,
- (c) for goods supplied in the ordinary course of business,
- (d) of interest at a rate not exceeding the lowest rate paid for the time being by the Company's principal bank in New South Wales in respect of term deposits of \$50,000.00 for six months on money borrowed from a Member or an Associate Member, or
- (e) of a reasonable market rent for premises let by a Member or Associate Member to the Company.

5. WINDING UP

5.1. Contributions by members

- (a) Each Member undertakes to contribute to the Company's property if the Company is wound up while they are a Member or within one year after they cease to be a Member. This contribution is for:
 - (i) payment of the Company's debts and liabilities contracted before they ceased to be a Member,
 - (ii) the costs of winding up, and
 - (iii) adjustment of the rights of the Members among themselves,
 - (iv) and the amount contributed by each Member is not to exceed \$100.

5.2. Application of Property

- (a) If any property remains on the winding-up or dissolution of the Company after satisfaction of all its debts and liabilities, that property may not be paid to or distributed among the Members but must be given or transferred to some other institution or institutions:
 - (i) having objects similar to the objects of the Company, and
 - (ii) whose constitution prohibits the distribution of its income and property among its Members to an extent at least as great as imposed on the Company under this Constitution, and

- (iii) which have been endorsed by the Australian Commissioner of Taxation as Income Tax Exempt Charities.
- (b) Such institution or institutions are to be determined by the Members at or before the time of dissolution, or in the absence of such a resolution of Members, by the CEO of Christian Ministry Advancement Ltd or, in default, by the Chief Judge in Equity of the Supreme Court of New South Wales or such other Judge of that Court or any other Court as may have or acquire jurisdiction in the matter.

6. MEMBERSHIP

6.1. Number of members

- (a) The minimum number of Members of the Company is five or such greater number as the Directors determine from time to time, subject to that number complying with the Corporations Act.
- (b) The initial Members are those persons who, at the date of incorporation, were members of Association of Christian Broadcasters Inc.
- (c) The initial Members and any person the Directors admit to membership under Clause 6.3 are the Members of the Company.
- (d) The Directors may from time to time increase or decrease the maximum number of Members.

6.2. Categories of members

There are two categories of members:

- (a) Members, as defined in clause 1.1. Only Members have a right to vote at any meeting of members.
- (b) Associate Members, being those individuals or organisations who are accepted by the Board to be in this category as being associated with Christian media or Christian arts. Associate Members shall not have a right to vote at any meeting of members, but are entitled to attend such meetings.

6.3. Admission as a member

The Directors may admit any person as a Member or Associate Member if the person is eligible under Clause 6.4 and agrees to be bound by this Constitution in any manner the Directors determine.

6.4. Membership Criteria

6.4.1 To be eligible to be a Member, a person must:

- (a) be an organisation, whether incorporated or unincorporated, that, in the opinion of the Directors:

- (i) is committed to the Objects of the Company, particularly as set out in Clause 2 (a), (b), (c) or (d); or
 - (ii) represents people who are committed to the Objects of the Company, particularly as set out in Clause 2 (a), (b), (c) or (d); and
 - (iii) requires its members to subscribe to a statement of faith which, in the opinion of the Directors, is the same as or consistent with the Statement of Faith;
- (b) be proposed and seconded by existing Members;
 - (c) have paid any applicable membership fees to the Company; and
 - (d) consent in writing to become a Member.

6.4.2 To be eligible to be an Associate Member, a person must:

- (i) be in the opinion of the Directors an individual or an organisation associated with Christian media or arts;
 - (ii) be in the opinion of the Directors committed to the Objects of the Company, particularly as set out in Clause 2 (a), (b), (c) or (d); and
 - (iii) subscribe to a statement of faith which, in the opinion of the Directors, is the same as or consistent with the Statement of Faith;
- (b) be proposed and seconded by existing Members or Associate Members;
 - (c) have paid any applicable membership fees to the Company; and
 - (d) consent in writing to become an Associate Member.

6.5. Membership Process

- (a) The application for membership or associate membership must be made:
 - (i) in writing, signed by the applicant,
 - (ii) in such form as the Directors from time to time prescribe, and
 - (iii) be accompanied by such other evidence of eligibility for membership as the Directors may require.
- (b) Each application for membership or associate membership must be considered by the Directors as soon as possible after the application is made and they must within a reasonable time determine whether to admit the applicant to membership or associate membership of the Company or whether to reject the application.
- (c) When an applicant has been accepted or rejected for membership or associate membership, the Secretary must as soon as reasonably possible notify the applicant of the decision of the Directors.

6.6. Directors' discretion to admit or refuse admission as a Member

The Directors have the discretion to reject any person's application for membership or associate membership without giving any reason.

7. CEASING TO BE A MEMBER

7.1. Cessation of membership

A Member or Associate Member ceases to be a Member or Associate Member on:

- (a) resignation by written notice to the Company, such resignation to have immediate effect or with effect from a specified date occurring not more than seven days after the service of the notice,
- (b) failing to pay any subscription or fee that may be prescribed by the Directors from time to time for a period of 12 months after the subscription or fee was due and payable,
- (c) an Insolvency Event occurring in relation to the Member or Associate Member, or
- (d) the passing of a resolution by the Directors terminating the Member's or the Associate Member's membership.

7.2. Termination of membership

- (a) Subject to this Constitution, the Directors may at any time terminate the membership of a Member or an Associate Member if the Member or Associate Member:
 - (i) refuses or neglects to comply with this Constitution or any applicable rules or regulations made by the Directors,
 - (ii) engages in conduct which in the opinion of the Directors is unbecoming of the Member or Associate Member or prejudicial to the interests of the Company,
 - (iii) ceases to be committed to, or to represent people who are committed to, the Objects of the Company, particularly as set out in Clause 2 (a), (b), (c) or (d);
 - (iv) fails to pay any debt due to the Company for a period of three months after the date for payment of such debt not including a subscription or fee referred to in Clause 7.1(b),
 - (v) makes statements which are inconsistent with, or contrary to, the statements contained in the Statement of Faith, or
 - (vi) in the case of a Member, ceases to require its members to subscribe to a statement of faith which, in the opinion of the Directors, is the same as or consistent with the Statement of Faith.
- (b) For a decision of the Directors under Clause 7.2(a) to be effective the dispute resolution procedure contained in Clause 26 must be followed. The general nature of

the allegations made against the Member or the Associate Member must be notified to the Member or the Associate Member and for the purposes of Clause 26.2(a) this notification will be the notice of the Dispute;

7.3. Limited liability

The Members have no liability as Members except as set out in Clause 5.1.

8. GENERAL MEETINGS

8.1. Annual general meetings

Annual general meetings of the Company are to be held in accordance with the Corporations Act.

8.2. Convening a general meeting

The Directors may convene and arrange to hold a general meeting of the Company when they think fit and must do so if required to do so under the Corporations Act.

8.3. Notice of a general meeting

Notice of a meeting of Members must be given in accordance with Clause 30 and the Corporations Act. At least 21 days' notice must be given to Members of all general meetings; Associate Members may be invited to attend.

8.4. Calculation of period of notice

In computing the period of notice under Clause 8.3, both the day on which the notice is given or taken to be given and the day of the meeting convened by it are to be disregarded.

8.5. Cancellation or postponement of general meeting

- (a) Where a meeting of Members (including an annual general meeting) is convened by the Directors they may by notice, whenever they think fit, cancel the meeting or postpone the holding of the meeting to a date and time determined by them.
- (b) This Clause 8.5 does not apply to a meeting convened in accordance with the Corporations Act by a single Director, by Members, by the Directors on the request of Members or to a meeting convened by a Court.

8.6. Notice of cancellation or postponement of a meeting

Notice of cancellation or postponement or change of place of a general meeting must state the reason for cancellation or postponement and be given:

- (a) to each Member individually, and
- (b) to each other person entitled to be given notice of or be invited to a meeting of the Members under the Corporations Act or under this Constitution.

8.7. Contents of notice of postponement of meeting

A notice of postponement of a general meeting must specify:

- (a) the postponed date and time for the holding of the meeting,
- (b) a place for the holding of the meeting which may be either the same as or different from the place specified in the notice convening the meeting, and
- (c) if the meeting is to be held in two or more places, the technology that will be used to facilitate the holding of the meeting in that manner.

8.8. Number of clear days for postponement of meeting

The number of clear days from the giving of a notice postponing the holding of a general meeting to the date specified in that notice for the holding of the postponed meeting must not be less than the number of clear days' notice of the general meeting required to be given by this Constitution or the Corporations Act.

8.9. Business at postponed meeting

The only business that may be transacted at a general meeting the holding of which is postponed is the business specified in the original notice convening the meeting.

8.10. Proxy at postponed meeting

Where by the terms of an instrument appointing a proxy:

- (a) the proxy is authorised to attend and vote at a general meeting or general meetings to be held on or before a specified date, and
- (b) the date for holding the meeting is postponed to a date later than the date specified in the instrument of proxy,

then, by force of this Clause 8.10, that later date is substituted for and applies to the exclusion of the date specified in the instrument of proxy, unless the Member appointing the proxy, gives to the Company at its Registered Office notice in writing to the contrary not less than 48 hours before the time to which the holding of the meeting has been postponed.

8.11. Non-receipt of notice

The non-receipt of notice of a general meeting or cancellation or postponement of a general meeting by, or the accidental omission to give notice of a general meeting or cancellation or postponement of a general meeting to, a person entitled to receive notice does not invalidate any resolution passed at the general meeting or at a postponed meeting or the cancellation or postponement of a meeting.

8.12. Director entitled to notice of meeting

A Director is entitled to receive notice of and to attend all general meetings and is entitled to speak at those meetings.

9. PROCEEDINGS AT GENERAL MEETINGS

9.1. Reference to a member

Unless the contrary intention appears, a reference to a Member in this Clause 9.1 means a person who is a Member or a proxy of that Member.

9.2. Number of a quorum

- (a) Five Members present are a quorum at a general meeting.
- (b) In determining whether a quorum is present, each individual attending as a proxy is to be counted, except that:
 - (i) where a Member has appointed more than one proxy, only one is to be counted, and
 - (ii) where an individual is attending both as a Member and as a proxy, that individual is to be counted only once.

9.3. Requirement for a quorum

An item of business may not be transacted at a general meeting unless a quorum is present when the meeting proceeds to consider it. If a quorum is present at the time the first item of business is transacted, it is taken to be present when the meeting proceeds to consider each subsequent item of business unless the Chairman of the meeting (on the Chairman's own motion or at the request of a Member or proxy who is present) declares otherwise.

9.4. If quorum not present

If within 15 minutes after the time appointed for a meeting a quorum is not present, the meeting:

- (a) if convened by a Director, or at the request of Members, is dissolved, and
- (b) in any other case stands adjourned to the same day in the next week and the same time and place, or to such other day, time and place as the Directors appoint by notice to the Members and others entitled to notice of the meeting.

9.5. Adjourned meeting

At a meeting adjourned under Clause 9.4(b), two persons each being a Member or proxy present at the meeting are a quorum. If a quorum is not present within 15 minutes after the time appointed for the adjourned meeting, the meeting is dissolved.

9.6. Appointment and powers of Chairman of general meeting

If the Directors have elected one of their number as Chairman of their meetings, that person is entitled to preside as chairman at a general meeting.

9.7. Absence of Chairman at general meeting

If a general meeting is held and:

- (a) a Chairman has not been elected by the Directors, or

- (b) the elected Chairman is not present within 15 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act,

a Director or Member elected by the Members present may preside as chairman of the meeting.

9.8. Conduct of general meetings

The Chairman of a general meeting:

- (a) has charge of the general conduct of the meeting and of the procedures to be adopted at the meeting,
- (b) may require the adoption of any procedure which is in the Chairman's opinion necessary or desirable for proper and orderly debate or discussion and the proper and orderly casting or recording of votes at the general meeting, and
- (c) may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever the Chairman considers it necessary or desirable for the proper conduct of the meeting,

and a decision by the Chairman under this Clause is final.

9.9. Adjournment of general meeting

- (a) The Chairman of a general meeting may at any time during the meeting adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting either to a later time at the same meeting or to an adjourned meeting at any time and any place, but:
 - (i) in exercising the discretion to do so, the Chairman may, but need not, seek the approval of the Members present in person or by proxy, and
 - (ii) only unfinished business is to be transacted at a meeting resumed after an adjournment.
- (b) Unless required by the Chairman, a vote may not be taken or demanded by the Members present in person or by proxy in respect of any adjournment.

9.10. Notice of adjourned meeting

It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for one month or more. In that case, notice of the adjourned meeting must be given as in the case of an original meeting.

9.11. Questions decided by majority

Subject to the requirements of the Corporations Act, a resolution is taken to be carried if a simple majority of the votes cast on the resolution are in favour of it.

9.12. Equality of votes – no casting vote for Chairman

If there is an equality of votes, either on a show of hands or on a poll, the Chairman of the meeting is not entitled to a casting vote in addition to any votes to which the Chairman is entitled as a Member or proxy or attorney or Representative.

9.13. Voting on show of hands

At any general meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn. A declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact. Neither the Chairman nor the minutes need state and it is not necessary to prove the number or proportion of the votes recorded in favour of or against the resolution.

9.14. Poll

If a poll is demanded:

- (a) it must be taken in the manner and at the date and time directed by the Chairman and the result of the poll is the resolution of the meeting at which the poll was demanded,
- (b) on the election of a Chairman or on a question of adjournment, it must be taken immediately,
- (c) the demand may be withdrawn, and
- (d) the demand does not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

9.15. Votes of Members

- (a) Every Member has one vote.
- (b) Subject to this Constitution:
 - (i) on a show of hands, each Member present in person and each other person present as a proxy of a Member has one vote, and
 - (ii) on a poll, each Member present in person has one vote and each person present as proxy of a Member has one vote for each Member that the person represents.

9.16. Right to appoint proxy

- (a) Subject to the Corporations Act, a Member entitled to attend at a meeting of the Company is entitled to appoint another person (whether a Member or not) as proxy to attend in the Member's place at the meeting. A proxy has the same right as the Member to speak and vote at the meeting and may be appointed in respect of more than one meeting.
- (b) The instrument appointing a proxy must be in writing under the hand of the appointor or of his, her or its attorney duly authorised in writing or, if the appointor is an organisation, either under seal or under the hand of an officer or officers or attorney duly authorised. The instrument appointing a proxy will be deemed to confer authority to demand or join in demanding a poll. A Member is entitled to instruct the proxy to vote in favour of or against any proposed resolutions. Unless otherwise instructed, the proxy may vote as the proxy thinks fit.

- (c) The instrument appointing a proxy may be in the form set out in Schedule 2 to this Constitution.
- (d) The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a certified copy of that power or authority will be deposited at the registered office of the Company, or at such other place as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy will not be treated as valid.
- (e) A vote given in accordance with the terms of an instrument of proxy will be valid notwithstanding the previous death, unsoundness of mind or dissolution of the principal or revocation of the instrument or of the authority under which the instrument was executed, if no notice in writing of such death, unsoundness of mind, dissolution or revocation has been received by the Company at the registered office by 5pm on the day before the commencement of the meeting or adjourned meeting at which the instrument is used.

9.17. Objection to voting qualification

- (a) An objection to the right of a person to attend or vote at the meeting or adjourned meeting:
 - (i) may not be raised except at that meeting or adjourned meeting, and
 - (ii) must be referred to the Chairman of the meeting, whose decision is final.
- (b) A vote not disallowed under the objection is valid for all purposes.

10. DIRECTORS

10.1. Number of Directors

The number of Directors is to be not fewer than six or more than eight.

10.2. Directors and Officers

- (a) The first Board of Directors consists of those persons who, as at the date of incorporation, are on the Board of Association of Christian Broadcasters Inc. They are to hold office subject to this Constitution until their term on the Board of Association of Christian Broadcasters Inc would have ended in the normal course but, subject to the provisions of this Constitution, are eligible for reappointment pursuant to the provisions of this Constitution.
- (b) At the first meeting of the Directors held following the Company's incorporation, the Directors must elect the officers of the Company. Thereafter, the Directors may elect those officers with such frequency as the Directors from time to time determine.

10.3. Eligibility of Directors

- (a) A Director must be:
 - (i) a member of a Member; or
 - (ii) on the governing body of a Member; or
 - (iii) an employee of a Member.
- (b) Each Director elected or appointed must affirm a personal belief in the Statement of Faith by signing a copy of it before his or her election or appointment can take effect.

10.4. Change of number of Directors

The Company in general meeting may by resolution increase or reduce the number of Directors, and may also determine the rotation in which the increased or reduced number of Directors is to retire from office.

10.5. Directors elected at general meeting

The Company may, at a general meeting at which a Director retires or otherwise vacates office, by resolution fill the vacated office by electing a person to that office.

10.6. Rotation of Directors

- (a) At each annual general meeting one-third of the Directors for the time being, or, if their number is not three nor a multiple of three, then the number nearest one-third, and any other Director who has held office for three years or more since last being elected, must retire from office.
- (b) In determining the number of Directors to retire, account is not to be taken of a Director who only holds office until the conclusion of the meeting in accordance with Clause 10.8.
- (c) The Directors to retire at any annual general meeting in accordance with this Clause must be those who have been longest in office since their last election, but, as between persons who were last elected as Directors on the same day, those to retire must be determined by lot, unless they otherwise agree among themselves.

10.7. Office held until conclusion of meeting

A retiring Director holds office until the conclusion of the meeting at which that Director retires but is eligible for re-election in accordance with Clause 10.5.

10.8. Casual vacancy or additional Director

- (a) The Directors may at any time appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, provided the total number of Directors does not exceed the maximum number determined in accordance with Clause 10.1.
- (b) A Director appointed under this Clause holds office until the conclusion of the next annual general meeting of the Company but is eligible for election at that meeting.

11. REMUNERATION OF DIRECTORS

The Directors may be paid remuneration for their services as Directors provided that the amount payable is approved by a resolution of the Directors and is on reasonable commercial terms.

12. EXPENSES OF DIRECTORS

A Director is entitled to be reimbursed out of the funds of the Company such reasonable travelling, accommodation and other expenses as the Director may incur when travelling to or from meetings of the Directors or a Committee or when otherwise engaged on the business of the Company. Any payment to a Director must be approved by the Directors.

13. VACATION OF OFFICE OF DIRECTOR

- (a) In addition to the circumstances in which the office of a Director becomes vacant under the Corporations Act, the office of a Director becomes vacant if the Director:
 - (i) is removed from office in accordance with Clause 13(b),
 - (ii) retires from office in accordance with Clause 10.5,
 - (iii) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health,
 - (iv) resigns from the office by notice in writing to the Company,
 - (v) is an insolvent under administration,
 - (vi) is absent personally at three successive meetings of the Directors without leave of absence from the Directors, or
 - (vii) becomes prohibited from being a Director by reason of any order of any court of competent jurisdiction.
- (b) The Members may by ordinary resolution remove any Director before the expiration of that Director's period of office, and may by an ordinary resolution appoint another person in the place of that Director.

14. GOVERNANCE

- (a) The Directors are to manage the Company and may exercise all the powers of the Company that are not, by the Corporations Act or by this Constitution, required to be exercised by the Company in general meeting.
- (b) The Directors must cause the Company to be conducted in accordance with its Objects, and must use their best endeavours to ensure that the Statement of Faith is honoured in the conduct of the Company.

15. RULES

Subject to this Constitution, the Directors may from time to time by resolution make and rescind or alter rules which are binding on Members or Associate Members for the management and conduct of the business of the Company. Without limiting the generality of the preceding sentence, the Directors may make rules regarding membership fees.

16. APPOINTMENT OF ATTORNEY

- (a) The Directors may, by power of attorney, appoint any person to be the attorney of the Company for the purposes and with the powers, authorities and discretions held by the Directors for the period and subject to the conditions that they think fit.
- (b) A power of attorney granted under Clause 16(a) may contain any provisions for the protection and convenience of persons dealing with the attorney that the Directors think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

17. DIRECTORS' COMMITTEES

- (a) The Directors may delegate any of their powers, other than powers required by law to be dealt with by Directors as a board, to a committee or committees consisting of such one or more of their number as they think fit.
- (b) A committee to which any powers have been delegated under Clause 17(a) must exercise those powers in accordance with any directions of the Directors. A power so exercised is taken to have been exercised by the Directors.

18. PROCEEDINGS OF DIRECTORS

18.1. Directors meetings

- (a) The Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.
- (b) A Director may at any time, and the Secretary must on the written request of a Director, convene a meeting of the Directors.

18.2. Questions decided by majority

A question arising at a meeting of Directors is to be decided by a majority of votes of Directors present and entitled to vote and that decision is for all purposes a decision of the Directors.

19. CHAIRMAN OF DIRECTORS

19.1. Election of Chairman

The Directors must elect from their number a Chairman of their meetings and may also determine the period for which the person elected as Chairman is to hold office.

19.2. Absence of Chairman at Directors' meeting

If a Directors' meeting is held and:

- (a) a Chairman has not been elected under Clause 19.1, or
- (b) the Chairman is not present within ten minutes after the time appointed for the holding of the meeting or is unable or unwilling to act,

the Directors present must elect one of their number to be a Chairman of the meeting.

19.3. Chairman's vote at Directors' meetings

In the event of an equality of votes cast for and against a question, the chairman of the Directors' meeting does not have a second or casting vote.

20. QUORUM FOR DIRECTORS' MEETING

- (a) At a meeting of Directors, the number of Directors whose presence in person is necessary to constitute a quorum is as determined by the Directors, and, unless so determined, is one half of the Directors holding office, or if there is an odd number of Directors, then the majority of Directors holding office.
- (b) The continuing Directors may act despite a vacancy in their number. If their number is reduced below the minimum fixed by Clause 10.1, the continuing Directors may, except in an emergency, act only for the purpose of filling vacancies to the extent

necessary to bring their number up to that minimum or to convene a general meeting.

21. CHAIRMAN OF DIRECTORS' COMMITTEE

The members of a committee may elect one of their number as chairman of their meetings. If a meeting of a committee is held and:

- (a) a chairman has not been elected, or
- (b) the chairman is not present within ten minutes after the time appointed for the holding of the meeting or is unable or unwilling to act,

then the members involved may elect one of their number to be chairman of the meeting.

22. MEETINGS OF COMMITTEE

22.1. Adjourning a meeting

A Committee may meet and adjourn as it thinks proper.

22.2. Determination of questions

- (a) Questions arising at a meeting of a Committee are to be determined by a majority of votes of the members present and voting.
- (b) In the event of an equality of votes, the chairman of the meeting does not have a casting vote.

23. CIRCULATING RESOLUTIONS

- (a) If all the Directors who are eligible to vote on a resolution have signed a document containing a statement that they are in favour of a resolution in terms set out in the document, then a resolution in those terms is taken to have been passed at a Directors' meeting held on the day on which the document was last signed by a Director.
- (b) For the purposes of paragraph (a), two or more identical documents, each of which is signed by one or more Directors, together constitute one document signed by those Directors on the days on which they signed the separate documents.
- (c) Any document referred to in this clause may be in the form of electronic mail or facsimile transmission.

- (d) The minutes of Board meetings must record that a meeting was held in accordance with this clause.
- (e) This clause applies to meetings of Committees as if all members of the Committee were Directors.

24. VALIDITY OF ACTS OF DIRECTORS

All acts done at a meeting of the Directors or of a committee of Directors, or by a person acting as a Director are, even if it is afterwards discovered that:

- (a) there was a defect in the appointment or continuance in office of a person as a Director or of the person so acting, or
- (b) a person acting as a Director was disqualified or was not entitled to vote,

as valid as if the relevant person had been duly appointed or had duly continued in office and was qualified and entitled to vote.

25. SECRETARY

25.1. Appointment of Secretary

There must be at least one Secretary who is to be appointed by the Directors. The Secretary may be, but need not be, a Director.

25.2. Suspension and removal of Secretary

The Directors may suspend or remove a Secretary from that office.

25.3. Powers, duties and authorities of Secretary

A Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, as determined by the Directors. The exercise of those powers and authorities and the performance of those duties by a Secretary are subject at all times to the control of the Directors.

26. DISPUTE RESOLUTION

26.1. Biblically based

This Constitution provides for a biblically based dispute resolution procedure which is aimed at achieving reconciliation between people in dispute and which is to be used to resolve a dispute (Dispute) between the Company, Members, Associate Members and Directors or any of them. It is based on the belief that the Bible commands Christians to make every effort to live at peace and to resolve disputes with each other in private or within the Christian community (see

Matthew 18:15-20; 1 Corinthians 6:1-8), conscious of the impact that conflicts between the Company, Members, Associate Members and Directors or any of them may have upon the Company and the community of its Members and Associate Members.

26.2. Procedure

- (a) The parties to the dispute must promptly attempt a resolution of the Dispute by discussing the Dispute and seeking to reach a resolution by negotiation that seeks to address both the substantive issues and relational elements of the Dispute. This process may involve one or more meetings. With the consent of the parties to the Dispute, the Chairman may be asked by one of the parties to facilitate those discussions.
- (b) If in the opinion of any party to the Dispute, the Dispute cannot be resolved by negotiation, the dispute must be promptly submitted to mediation. This means that the party forming the opinion that the Dispute cannot be resolved by negotiation must within 24 hours of forming that opinion initiate the procedure by giving the other party or parties written notice stating that the Mediation Rules now apply. The notice must also state that a Dispute has arisen and identify what is disputed.
- (c) All parties must participate in the mediation process in good faith, in the sense of genuinely seeking to constructively address the various dimensions of the Dispute. Where mediation is initiated by a party, the parties must seek to agree between them a suitable mediator to use a biblically based Christian mediation process. If within 48 hours of the notice in the previous paragraph being given the parties cannot agree on the selection of a mediator to be used, the parties must accept the nomination of the CEO of PeaceWise or his nominee. Any party may ask the CEO of PeaceWise to nominate a mediator.
- (d) All parties must observe the instructions of the mediator about the conduct of the mediation and must sign a Mediation Agreement with the mediator.
- (e) A party to the Dispute must not commence any form of legal proceedings unless this dispute resolution procedure has been followed without a mutually satisfactory conclusion reached.
- (f) The procedure in this Clause will not apply in respect of proceedings for urgent or interlocutory relief.

27. DOCUMENTS

Documents executed for and on behalf of the company must be executed by:

- (a) two Directors, or
- (b) a Director and the Secretary, or
- (c) such other persons as the Directors by resolution appoint from time to time.

28. FINANCIAL REPORT

28.1. Preparation and Audit

If required by the Corporations Act:

- (a) the Directors must cause the Company to prepare a financial report of the Company's business in accordance with the Corporations Act;
- (b) the Directors must (and in any event the Directors may) cause the financial report to be:
 - (i) audited; and
 - (ii) laid before the annual general meeting of the Company;
- (c) a copy of the financial report must be sent to all persons entitled to it, which may include Members but not Associate Members.

28.2. Audited Report Conclusive

The financial report when audited or reviewed (and, if required, approved by a general meeting) is conclusive except as regards any material error discovered in the report within 6 months next after its approval. Whenever any material error is discovered within that period, the financial report must immediately be corrected and then it is conclusive.

29. INSPECTION OF RECORDS

29.1. Inspection by Members

Subject to the Corporations Act, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the accounting records and other documents of the Company or any of them will be open to inspection by the Members (other than Directors).

29.2. Right of a Member to inspect

A Member (other than a Director) does not have the right to inspect any document of the Company except as provided by law or authorised by the Directors or by the Company in general meeting.

30. SERVICE OF DOCUMENTS

30.1. Document includes notice

In this Clause 30, a reference to a document includes a notice.

30.2. Methods of service

- (a) The Company may give a document to a Member or an Associate Member:
 - (i) personally,
 - (ii) by sending it by post to the address for the Member or Associate Member in the Register or an alternative address nominated by the Member or Associate Member, or
 - (iii) by sending it to a fax number or electronic address nominated by the Member or Associate Member.
- (b) Post - A document sent by post:
 - (i) if sent to an address in Australia, may be sent by ordinary post, and
 - (ii) if sent to an address outside Australia, must be sent by airmail, and
 - (iii) in either case is taken to have been received on the day after the date of its posting.
- (c) Fax or electronic transmission: If a document is sent by fax or electronic transmission, delivery of the document is taken:
 - (i) to be effected by properly addressing and transmitting the fax or electronic transmission, and
 - (ii) to have been delivered on the day following its transmission.

30.3. Evidence of service

A certificate in writing signed by a Director or a Secretary stating that a document was sent to a Member or Associate Member by post or by fax or electronic transmission on a particular date is prima facie evidence that the document was so sent on that date.

31. INDEMNITY

The Company may indemnify any current or former Director, Secretary or executive officer of the Company or of a Related Body Corporate of the Company out of the property of the Company against:

- (a) every liability incurred by the person in that capacity (except a liability for legal costs), and
- (b) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity,

except to the extent that:

- (c) the Company is forbidden by statute to indemnify the person against the liability or legal costs, or
- (d) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by statute.

32. INSURANCE

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director or Secretary or executive officer of the Company or of a Related Body Corporate of the Company against liability incurred by the person in that capacity, including a liability for legal costs, unless:

- (a) the Company is forbidden by statute to pay or agree to pay the premium, or
- (b) the contract would, if the Company paid the premium, be made void by statute.

33. DIRECTOR'S LIABILITY INSURANCE

To the extent permitted by the Corporations Act, the Company may pay or agree to pay, a premium in respect of a contract insuring a person who is or has been a Director of the Company against a liability incurred by the person as a Director provided that the liability does not arise out of conduct involving:

- (a) a wilful breach of duty in relation to the Company, or
- (b) a contravention of Sections 182 or 183 or any other provision of the Corporations Act, and
- (c) for costs and expenses incurred by the person in defending proceedings, whether civil or criminal, whatever their outcome.

34. CONTRACT

The Company may enter into an agreement with a person referred to in Clauses 32 and 33 with respect to the matters covered by these Clauses. An agreement entered into pursuant to this Clause may include provisions relating to rights of access to the books of the Company conferred by the Corporations Act or otherwise by law.

SCHEDULE 1

STATEMENT OF FAITH

Members may choose one of the following creeds, please indicate the preferred statement.

THE NICENE CREED

WE BELIEVE in one God, the Father, the Almighty, maker of heaven and earth, of all that is, seen and unseen. We believe in one Lord, Jesus Christ, the only Son of God, eternally begotten of the Father, God from God, Light from Light, true God from true God, begotten, not made, of one Being with the Father. Through him all things were made. For us and for our salvation he came down from heaven: by the power of the Holy Spirit he became incarnate from the Virgin Mary, and was made man. For our sake he was crucified under Pontius Pilate; he suffered death and was buried. On the third day he rose again in accordance with the Scriptures; he ascended into heaven and is seated at the right hand of the Father. He will come again in glory to judge the living and the dead, and his kingdom will have no end. We believe in the Holy Spirit, the Lord, the giver of life, who proceeds from the Father *(and the Son). With the Father and the Son he is worshiped and glorified. He has spoken through the Prophets. We believe in one holy catholic and apostolic Church. We acknowledge one baptism for the forgiveness of sins. We look for the resurrection of the dead, and the life of the world to come. Amen.

** The filioque phrase is optional and may be crossed out.*

OR

THE APOSTLES' CREED

I believe in God, the Father Almighty, creator of heaven and earth. I believe in Jesus Christ, his only Son, our Lord. He was conceived by the power of the Holy Spirit and born of the virgin Mary. He suffered under Pontius Pilate, was crucified, died, and was buried. He descended into hell.* On the third day he rose again. He ascended into heaven, and is seated at the right hand of the Father. He will come again to judge the living and the dead. I believe in the Holy Spirit, the holy catholic** Church, the communion of saints, the forgiveness of sins, the resurrection of the body, and the life everlasting. Amen.

**or "He descended to the dead."*

*** meaning "universal"*

Name

Signed

Date

Schedule 2

PROXY FORM

Christian Media & Arts Australia Limited

I

being a member of Christian Media & Arts Australia Limited ('Company') appoint:

.....

OR the Chairman of the meeting**

to be my proxy to vote on my behalf at the General Meeting:

Place:

Time:

or at any adjournment of that meeting.

My proxy is authorised to vote (cross out those that do not apply and complete those that do):

- in whatever way she or he thinks fit;
- in favour of the following resolution/s: (enter detailed description of resolution):
- against the following resolutions: (enter detailed description of resolution)

Signature:

Date:

Notes:

** If inserting name of proxy delete "OR the Chairman of the meeting"