

Constitution
Penrith Church of Christ
A Basic Religious Charity

Australian Business Number (ABN) 63 626 797 979

ACTIVE

Accepted by the Partners on 10 May 2026

Table of Contents

I. PRELIMINARY.....	4
1. Type of Church.....	4
2. Limited liability of Partners	4
3. The Guarantee.....	4
4. Definitions.....	5
II. CHARITABLE PURPOSES AND POWERS	5
5. Object.....	5
6. Not for Profit	5
7. Powers	5
8. Affiliation.....	5
9. Amending the Constitution.....	5
III. PARTNERS	6
10. Partnership and register of Partners.....	6
11. Partnership Process.....	6
12. When a person stops being a Partner	7
13. Dispute resolution	7
14. Disciplining Partners, Elders, Pastors or Employed Staff	7
IV. MEETINGS OF PARTNERS	8
15. Special meetings of Church.....	8
16. Annual General Meeting	9
17. Quorum at church convened meetings	9
18. Using technology to hold meetings	10
19. Chairperson for convened meetings	10
20. Adjournment of meetings	10
21. Voting Rights.....	10
V. OFFICE-BEARERS	11
22. Elders as Governing Board.....	11
23. Election and appointment	11
24. Term of office.....	12

25.	Role and Powers of Elders	13
26.	Payments to Elders	13
27.	Execution of documents.....	14
28.	Appointment and role of Church Secretary	14
29.	Appointment and role of Treasurer	14
30.	Appointment of the Pastor	15

VI. Administration 16

31.	Minutes and records	16
32.	Financial and related records	16
33.	By-Laws	17
34.	Policies	17
35.	Ministry Coordinators	17
36.	What is Notice	17
37.	Church's financial year	18
38.	Indemnity	18
39.	Insurance	19
40.	Elders' access to documents.....	19
41.	Record keeping.....	19

VII.WINDING UP 19

42.	Surplus assets not to be distributed to Partners	19
43.	Distribution of surplus assets	19

VIII.Definitions and interpretation.....20

44.	Definitions	20
45.	Interpretation:	21

IX. Constitution By-Laws22

46.	Partnership Matters.....	22
47.	Election Rules	24
48.	Elders Rules.....	25
	Record of Changes to By-Laws	26

I. PRELIMINARY

Name of the Association

The name of the **Association** is PENRITH CHURCH OF CHRIST (the **Church**).

1. Type of Church

- 1.1. The **Church** is a not-for-profit public **Church**, which is established to be, and to continue as, a charity for Advancing Christian Religion.
- 1.2. As an affiliated entity of Churches of Christ n NSW & ACT (CCNSWACT). we share a commonality in belief and Christian practice; however, we are free to express our relationship with Christ, His church and the world around us in ways appropriate to our local situation.
- 1.3. The following beliefs are pursuant to the values of CCNSWACT:
 - 1.3.1. Salvation through faith in Jesus Christ;
 - 1.3.2. The biblical authority of God's Word;
 - 1.3.3. Believer's baptism by water immersion;
 - 1.3.4. The celebration of communion;
 - 1.3.5. The autonomy and empowerment of local churches to self-govern;
 - 1.3.6. The mutual ministry and servanthood of all Christians;
 - 1.3.7. Christian unity within the Kingdom of God; and pursuant of the mission of the Great Commission (Mathew 28:19-20).
- 1.4. Under the procedures described in this document, and in accordance with Galatians 3:28, the church will not make distinctions between people on the basis of race, gender or socioeconomic standing.

2. Limited liability of Partners

- 2.1. The liability of Partners is deemed to be limited to the amount of The Guarantee in clause 3.

3. The Guarantee

- 3.1. If necessary, each Partner must contribute an amount not more than \$1 to the property of the **Church** if the **Church** is wound up while the Partner is a Partner, or within 12 months after they stop being a Partner, and this contribution is required to pay for the:
- 3.2. Debts and liabilities of the **Church** incurred before the Partner stopped being a Partner, or
- 3.3. Costs of winding up.

4. Definitions

- 4.1. In this constitution, words and phrases have the meaning set out in clause 46.

II. CHARITABLE PURPOSES AND POWERS

5. Object

The **Church**'s object is to pursue the following charitable purposes: To promote and proclaim the Christian faith through:

- 5.1. Teaching and preaching the Bible;
- 5.2. Following the ways of Jesus;
- 5.3. Serving the community – local and overseas.

6. Not for Profit

- 6.1. The **Church** must not distribute any income or assets directly or indirectly to its Partners, except as provided in clauses 42 and 43.
- 6.2. Clause 43 does not stop the **Church** from doing the following things, provided they are done in good faith:
 - 6.2.1. Paying a Partner for goods or services they have provided or expenses they have properly incurred at fair and reasonable rates or rates more favourable to the **Church**, and or
 - 6.2.2. Making a payment to a Partner in carrying out the **Church**'s charitable purpose(s).

7. Powers

Subject to clause 6, the **Church** has the following powers, which may only be used to carry out its purpose(s) set out in clause 5:

- 7.1. The powers of an individual, and
- 7.2. All the powers of a **Church** under the Associations Incorporation Act. (NSW)

8. Affiliation

The **Church** is an interdependent body of Christ followers, affiliated with CCNSWACT, incorporated under Churches of Christ in NSW Incorporation Act 1947 as amended.

9. Amending the Constitution

- 9.1. Subject to Clause 5, the Partners may amend this Constitution by passing a special resolution in accordance with clause 15.

- 9.2. The Partners must not pass a special resolution that amends this constitution if passing it causes the **Church** to no longer be a charity as defined by the Australian Charities not for profit Commission (ACNC).

III. PARTNERS

10. Partnership and register of Partners

The Partners of the **Church** are:

- 10.1. A person who believes in Jesus Christ as God's Son, confess their faith in Him, and having expressed the desire to become a Partner, are accepted by the Elders into Partnership and remain active in the life of the **Church**,
- 10.2. Over the age of 18 years old.
- 10.3. Agree to be bound by this Constitution.
- 10.4. Partners will be deemed, by the Elders, to be Active or Inactive based upon a criterion of regular **Church** Attendance, and Involvement within the life of the **Church**. Isolated Members shall not be disadvantaged due to non-regular attendance because of illness or other special circumstances.

The **Church** must establish and maintain a register of active Partners. The register of Partners must be kept by the Church Secretary and must contain for each current Partner:

- 10.5. Full name
- 10.6. Residential or postal address
- 10.7. Date Partnership commenced.
- 10.8. Date Partnership ceased.

The **Church** must make available to current Partners access to the register of Partners. Information that is accessed from the register of Partners must only be used in a manner relevant to the interests or rights of Partners in the best interest of the **Church** and is subject to the **Church's** Privacy Policy.

Ceased Partnership details should be kept for a minimum of seven (7) years.

11. Partnership Process

An individual person may apply to become a Partner of the **Church** by submitting an application to the Church Secretary stating that they want to be a Partner and believe they meet the Partnership criteria in clause 10.1.

The Elders will consider applications. In doing so, the Elders must ensure:

- 11.1. They consider an application for Partnership within a reasonable time after the Church Secretary receives the application.
- 11.2. If the Elders approve an application, the Church Secretary must as soon as possible:

- 11.2.1. Enter the new Partner on the register of Partners, and
- 11.2.2. Advise the applicant that their application was approved, and the date that their Partnership started.
- 11.3. If the Elders reject an application, the Church Secretary must write to the applicant as soon as possible to tell them that their application has been rejected, but does not have to give reasons.

12. When a person stops being a Partner

A person immediately stops being a Partner if :

- 12.1. They die
- 12.2. They resign either to one of the Elders or the Church Secretary
- 12.3. Are removed under clause 14, or
- 12.4. The Elders pass a resolution on non-attendance or participation by the Partner in the life of the **Church** for a period of 12 months.

Ay person who has ceased as a Partner may reapply to become a Partner again at any time.

Dispute resolution and disciplinary procedures

13. Dispute resolution

- 13.1. The dispute resolution procedure in this clause applies to disputes (disagreements) under this Constitution between a Partner, Pastor or Elder and:
 - 13.1.1. One or more Partners
 - 13.1.2. One or more Elders,
 - 13.1.3. Senior Pastor or Pastor, or
 - 13.1.4. The **Church**.
- 13.2. Disputes will follow the dispute resolution and/or grievance policies and procedures in the By-laws of the **Church** at the time of the dispute.

14. Disciplining Partners, Elders, Pastors or Employed Staff

- 14.1. In accordance with Biblical injunction of Matthew Chapter 18 and the relevant By-law policies, the Elders may resolve to warn, or remove a Partner from the **Church** Partnership register if the Elders consider that:
 - 14.1.1. The Partner has breached this Constitution, or
 - 14.1.2. The Partner's behaviour is causing, has caused, or is likely to cause harm to the **Church**.

14.2. The Elders will follow a fair and just process, as set out in the By-laws.

IV. MEETINGS OF PARTNERS

15. Special meetings of Church

- 15.1. The Elders usually call a Special meeting.
- 15.2. If Partners call a Special meeting, they will require at least 10% of voting Partners and make a written request to the Church Secretary for a Special meeting to be held.
- 15.2.1. Within 21 days of the Partners' request, in good faith, endeavour to give all Partners notice of a Special meeting, and
- 15.2.2. Hold the Special meeting within two (2) months of the Partners request.
- 15.3. The number of people eligible to vote (Refer to clause 10) is to be confirmed within 3 business days of notification of the Special meeting.
- 15.4. The Partners who make the request for a Special meeting must:
- 15.4.1. State in the request any resolution to be proposed at the meeting
- 15.4.2. Sign the request, and
- 15.4.3. Give the request to the Church Secretary.
- 15.5. Notice of a meeting must include:
- 15.5.1. The place, date and time for the meeting (and if the meeting is to be held in two or more places, and the technology that will be used to facilitate this)
- 15.5.2. The general nature of the meeting's business.
- 15.5.3. If applicable, that a special resolution is to be proposed and the words of the proposed resolution
- 15.5.4. A statement by the Elders about the voting process.
- 15.6. The following types of Special meetings or **Church** convened meetings are recognised:
- 15.6.1. Nonvoting Special meetings for the purpose of discussing specifically nominated items but not to vote upon them; or
- 15.6.2. Special meetings to raise and discuss items and to vote on same; or
- 15.6.3. Special meetings called specifically for the taking of a vote on a specific item without discussion, or
- 15.6.4. Special meetings called for the purpose of discussing a specifically nominated motion but not to take a final vote on it. If the meeting so desires the motion may be amended.
- 15.6.5. To amend a resolution those present can amend the resolution with a 50% majority if the amended resolution does not in the meeting chairperson's opinion substantially change the nature of the resolution.

16. Annual General Meeting

- 16.1. The Annual General Meeting (**AGM**), also a **Church** convened meeting, must be held at least once in every calendar year and not more than 6 months after the end of the **Church** financial year as stipulated in clause 40, unless there are significant substantiating reasons. Approval from ACNC may be required.
- 16.2. Even if these items are not set out in the notice of meeting, the business of an AGM should include:
- 16.3. A review of the **Church's** activities
- 16.4. A review of the **Church's** finances, by an accountant.
- 16.5. Before or at the AGM, the Elders must give information to the Partners on the **Church's** activities and finances for the previous calendar year.
- 16.6. The Elders must give notice to all current Partners of the Annual General Meeting, not less than 21 days prior to the meeting.
- 16.7. Notice of a meeting must include:
 - 16.7.1. The place, date, and time for the meeting (and if the meeting is to be held in two or more places and the technology that will be used to facilitate this)
 - 16.7.2. The general nature of the meeting's business
 - 16.7.3. If applicable, that a **special resolution** is to be proposed, the words of the proposed resolution and voting instructions.
- 16.8. To change a resolution those present can amend the resolution with a 50% majority if the amended resolution does not in the meeting chairperson's opinion substantially change the nature of the resolution.
- 16.9. The chairperson of the AGM must give Partners as a whole a reasonable opportunity at the meeting to ask questions or make comments about the management of the **Church** in accordance with determined rules in conducting meetings.

17. Quorum at church convened meetings

- 17.1. For all meetings to be held, at least 10% of the active Partners (a quorum) must be present for the whole meeting. When determining whether a quorum is present, a person may only be counted once.
- 17.2. No business may be conducted at a meeting if a quorum is not present.
- 17.3. If there is no quorum present at the meeting within 15 minutes after the starting time stated in the notice the meeting is adjourned to the date, time and place that the chairperson specifies. If the chairperson does not specify one or more of those things, the meeting is adjourned to:
 - 17.3.1. if the date is not specified – the same day in the next week
 - 17.3.2. if the time is not specified – the same time, and
 - 17.3.3. if the place(s) are not specified – the same place(s).

17.3.4. If no quorum is present at the resumed meeting within 30 minutes after the starting time set for that meeting, the meeting is cancelled.

18. Using technology to hold meetings

- 18.1. The **Church** may hold a **convened meeting** at two or more venues using any technology that gives the Partners as a whole a reasonable opportunity to participate, including to hear and be heard.
- 18.2. Anyone using this technology is taken to be present in person at the meeting.

19. Chairperson for convened meetings

- 19.1. The elected Elders' chairperson is entitled to chair special or Annual General meetings, or a Partner that the Elders may appoint.
- 19.2. The chairperson is responsible for the conduct of the general meeting, and for this purpose must give Partners a reasonable opportunity to make comments and ask questions.
- 19.3. The chairperson does not have a casting vote.

20. Adjournment of meetings

- 20.1. If a quorum is present, a convened meeting may be adjourned if a majority of Partners present direct the chairperson to adjourn it.
- 20.2. Only unfinished business may be dealt with at a meeting resumed after an adjournment.

21. Voting Rights

- 21.1. Every Active Partner has the right to vote for the following matters:
- 21.2. Approval of the disposal of all or substantially all the **Church's** Major assets or acquisition of Major assets. (Property matters require to be 18 years of age or over)
- 21.3. Amendments to the Constitution
- 21.4. The Appointment of:
 - 21.4.1. Elders
 - 21.4.2. Pastor, and
- 21.5. All other decisions are delegated by the **Church** to the appointed leadership. All decisions that impact a large proportion of the **Church** are to have thorough opportunity for input, discussion and feedback from the congregation.
- 21.6. Each Active Partner has one vote.
- 21.7. Challenge of right to vote:
 - 21.7.1. An Active Partner or the chairperson may only challenge a person's right to vote

prior to the Special meeting or AGM, or before voting closes, whichever comes last.

21.7.2. If a challenge is made under clause 21.7.1, the Church Secretary will determine if they are eligible to vote according to clause 10.

21.8. How voting is carried out:

21.8.1. For a motion or resolution to be passed will require a 75% majority

21.8.2. Voting must be conducted and decided by a secret ballot or raising of hands during the meeting.

21.8.3. The only exception is when a resolution is being amended, in line with clause 16.8 or Procedural Motion, where a 50% majority will be required.

V. OFFICE-BEARERS

22. Elders as Governing Board

22.1. The elected Elders act as the governing body of the **Church** on behalf of the Partnership of the **Church** and are accountable to the **Church**. They act in accordance with the Constitution, ACNC requirements and all applicable Government Legislation and Acts.

22.2. The Elders will adhere to the Board Operating Policies in the By-laws.

22.3. The Elders have a Spiritual calling to undertake this role in providing:

22.3.1. Spiritual Oversight of the Ministry of the **Church**

22.3.2. Act as Board Directors in the governance of the **Church**

22.3.3. Be open and willing to undertake applicable training, support and performance review.

22.4. The Elders select and recommend to the **Church** the appointment of the Pastor. The Elders will have oversight responsibilities of the Pastor.

23. Election and appointment

The **Church** must have at least three and no more than nine Elders. The Pastor will be a voting member of the Elders. The Church Secretary will be an ex officio member of the Elders but have no voting rights. The Church Secretary may vote in their own right as a Partner, at **Church** General and Special meetings.

In considering nominations for Elders, qualities of suitability should include:

23.1. The diversity of Spiritual Gifts within the Eldership

23.2. Spiritual maturity,

23.3. Active Partnership for greater than 12 months, and

23.4. Sense of Call into Eldership through personal reflection and discernment.

23.5. A person is eligible for election as an Elder of the **Church** if they:

23.5.1. Are a Partner of the **Church**,

- 23.5.2. Have been baptised by immersion,
- 23.5.3. Give the **Church** their signed consent to act as an Elder of the **Church**,
- 23.5.4. Are not a paid staff member of the **Church**,
- 23.5.5. Fulfill requirements determined by existing Elders from time to time;
- 23.5.6. Not being a member of the same household of an existing Elder, and
- 23.5.7. Are not ineligible to be a director under the NSW Association Act or the ACNC Act.

Eldership recommendation process:

- 23.6. Partners may submit recommendations for prospective Elders to the Eldership at any time. Before making a recommendation, the Partner must first consult with the individual concerned and obtain their consent to be put forward.
- 23.7. The Elders may choose to approach an individual to consider becoming an Elder.
- 23.8. Any Partner meeting the qualities of suitability in clause 23.5 may recommend themselves for consideration.
- 23.9. The Elders will prayerfully consider all recommendations and put them to the Partners for a vote.
- 23.10. The Church Secretary will announce nominations and call a meeting in no less than 21 days' time.
- 23.11. Voting must be conducted and decided by secret ballot during the meeting.
- 23.12. Active Partners unable to attend the meeting may request a postal vote through the Church Secretary no less than seven (7) days before the scheduled meeting. The postal vote must be received prior to the opening of the meeting.
- 23.13. All active Partners are eligible to vote.
- 23.14. The Elders will appoint a Returning Officer who will not be an Elder, and two scrutineers.
- 23.15. Nominees must receive 75% of the votes cast.
- 23.16. The voting will be declared at the meeting and will be emailed to the **Church** within 7 days.
- 23.17. The Elders may appoint a person as an Elder to fill a casual vacancy or as an additional Elder if that person meets the criteria in clause 23.5
- 23.18. If the number of Elders is reduced to fewer than three, the continuing Elders may act for the purpose of increasing the number of Elders to three or calling an Elders election, but for no other purpose.
- 23.19. The chosen Elder/s must give the Church Secretary their signed consent to act as an Elder of the **Church**,
- 23.20. The Elders will elect their Chairperson from within the Elders.

24. Term of office

- 24.1. Elders shall be appointed for three years. They may renominate for a further three-year term, after which they must stand down for a period of one year and may be re-elected

by the congregation.

- 24.2. The Elders can determine to recommend an extension as an Elder for an additional year if they deem it advantageous for the health of the Church.
- 24.3. An Elder ceases being an Elder if they:
 - 24.3.1. Give written notice of resignation as an Elder to the **Church**
 - 24.3.2. Are deceased;
 - 24.3.3. Are removed as an Elder by a Special resolution of the Partners
 - 24.3.4. Stop being a Partner of the **Church**;
 - 24.3.5. Are absent for 3 consecutive Elders' meetings without approval from the Elders, or
 - 24.3.6. Become ineligible to be an Elder as a Director of the **Church** under the NSW Association Act or the ACNC Act.

25. Role and Powers of Elders

- 25.1. The Board shall act in accordance with the Constitution and Board Operating Manual (in the By-laws) to:
- 25.2. Determine the mission, values and spiritual tone (theology and style).
- 25.3. Be responsible for the oversight of the governance, administrative and financial management of the **Church**.
- 25.4. Be responsible for the development of all **Church** Policy.
- 25.5. Recommend to the **Church** the appointment of the Pastor and Elders
- 25.6. Hold the Pastor accountable for the development and execution of ministry areas according to the mission, vision and values.
- 25.7. Affirm the appointment of other ministry staff as recommended by the Pastor.
- 25.8. The role of the Board is essentially spiritual in nature – prayer, long-term planning, visioning and theological thought is core business of the Board.
- 25.9. Unless otherwise specifically delegated, an individual Elder cannot direct staff or Partners of the **Church**.
- 25.10. The Elders cannot remove an Elder. Elders may only be removed by a Partners' resolution at a general meeting.
- 25.11. The Elders may delegate any of their powers and functions to a committee, an Elder, an employee of the **Church** (such as the Pastor) or any other person, as they consider appropriate. The delegation must be recorded as a resolution and provided in writing to the person to hold designated delegation.

26. Payments to Elders

- 26.1. The **Church** will not pay fees to an Elder for acting as an Elder.

26.2. The **Church** may:

26.2.1. Pay an Elder for work they do for the **Church**, other than as a director, if the amount is a reasonable fee for the work done, or

26.2.2. Reimburse an Elder for expenses properly incurred by the Elder in connection with the affairs of the **Church**.

26.3. Any payment made must be approved by the Eldership.

26.4. The **Church** will pay premiums for insurance indemnifying Elders as Directors, as allowed for by law (including the NSW Association Act and this constitution).

27. Execution of documents

The **Church** may execute a document without using a common seal if the document is signed by:

27.1. two Elders of the **Church**, or

27.2. an Elder and the Church Secretary or Church Treasurer.

27.3. The Elders may authorise designated Leaders of the **Church** or Office Bearers to sign other documents and/or financial documents obligating the **Church**.

28. Appointment and role of Church Secretary

28.1. The **Church** must have at least one Church Secretary, who may also be an Elder.

28.2. A Church Secretary must be appointed by the Elders (after giving their signed consent to act as Secretary of the **Church**) and may be removed by the Elders.

28.3. The appointed Church Secretary will be listed as a “Responsible Person” on the ACNC Register and is subject to the legal conditions in respect to that office

28.4. The Elders must decide the terms and conditions under which the Church Secretary is appointed, including any remuneration.

28.5. The role of the Church Secretary includes:

28.5.1. Acting as the Elder’s recipient of correspondence and issue of notices

28.5.2. Maintaining a register of the **Church**’s Partners, and

28.5.3. Maintaining the minutes and other records of **general meetings** (including notices of meetings), Elders’ meetings and circular resolutions.

29. Appointment and role of Treasurer

29.1. The Eldership will appoint a Treasurer who may also be an Elder.

29.2. A Treasurer will be recommended by the Elders (after giving their signed consent to act as Treasurer of the **Church**) and may be removed by the Elders.

29.3. The Elders must decide the terms and conditions under which the Treasurer is appointed, including any remuneration.

- 29.4. The appointment must be registered with CCNSWACT with contact details
- 29.5. The appointed Treasurer will be listed as a “Responsible Person” on the ACNC Register and is subject to the legal conditions in respect to that office
- 29.6. The role of the Treasurer includes:
- 29.7. Manage, in conjunction with the Elders and any authorised subcommittee, the financial affairs of the **Church**
- 29.8. Providing regular financial reports to the Elders
- 29.9. Drafting an annual Budget for Elder’s approval
- 29.10. Reporting to the **Church’s** Partners on the Financial state of the **Church**,
- 29.11. Oversight of Financial transactions and Banking, and
- 29.12. Work within agreed Financial delegations.

30. Appointment of the Pastor

Appointment Process

- 30.1. A Ministry Search Committee, appointed by the Elders, will review applications and make recommendations to the Elders on candidates to be interviewed.
- 30.2. [Terms of Reference will be created for the Ministry Search Committee](#)
- 30.3. The Elders must inform the Partners of interviews conducted and the suitability of each candidate. This must be done at a Sunday service and via email.
- 30.4. Partners will be given the opportunity to ask questions. The Elders will provide as much information as is appropriate without breaching confidentiality.
- 30.5. Once a suitable candidate has been selected, a Special Meeting will be convened for the active Partners to vote on the appointment of the Pastor. The Church Secretary will announce the nomination and give notice of the meeting no less than 21 days in advance.
- 30.6. Voting must be conducted and decided by secret ballot during the meeting.
- 30.7. Active Partners unable to attend the meeting may request a postal vote through the Church Secretary. The postal vote must be received prior to the opening of the meeting.
- 30.8. The Elders will appoint a Returning Officer who will not be an Elder, and two scrutineers.
- 30.9. Nominees must receive 75% of the votes cast.
- 30.10. The voting will be declared at the meeting and will be emailed to the **Church** within 7 days.

At any time, the Pastor and the Elders may mutually agree on termination of the Pastor’s appointment. Unless specifically agreed to by both parties the termination date must not be less than three months from that time.

Appointment of an Interim Pastor

- 30.11. If it is anticipated that the appointment of a Pastor will take an extended period, the Elders may, where they consider it to be in the best interests of the Church, recommend

the appointment of an Interim Pastor to the partners for approval, subject to a 50% majority vote of partners.

- 30.12. An appointment of an Interim Pastor will for up to a one year and subject, if necessary, to be reviewed and extended for a further one year period if the church is unable to find a permanent placement
- 30.13. Any appointment of an Interim Pastor will be subject to prayerful consideration and ongoing oversight by the Elders similar to the requirement for a Pastor undertaking similar responsibilities.

VI. Administration

31. Minutes and records

The **Church** must, within one month, make and keep the following records:

- 31.1. Minutes of proceedings and resolutions of meetings
- 31.2. Minutes of circular resolutions of Partners
- 31.3. A copy of a notice of each general meeting, and
- 31.4. A copy of any statements distributed to Partners under clauses 15 and 16.
- 31.5. The **Church** must, within one month, make and keep the following records:
- 31.6. Minutes of proceedings and resolutions of Elders' meetings (including meetings of any committees), and
- 31.7. To allow Partners, if requested, to inspect the **Church's** records:
- 31.8. The **Church** must give a Partner access to the records set out in clause 31.2 and
- 31.9. The Elders must ensure that minutes of Special and Annual General Meetings or an Elders' meeting, are signed within a reasonable time after the meeting by:
 - 31.9.1. The chairperson of the meeting, or
 - 31.9.2. The chairperson of the next meeting.

32. Financial and related records

- 32.1. The **Church** must make and keep written financial records that:
 - 32.1.1. Correctly record and explain its transactions and financial position and performance, and
 - 32.1.2. Enable true and fair financial statements to be prepared and to be audited.
- 32.2. The **Church** must also keep written records that correctly record its operations.
- 32.3. The **Church** must retain its records for at least 7 years. These may be securely stored electronically

- 32.4. The Elders must take reasonable steps to ensure that the **Church's** records are kept safe.

33. By-Laws

- 33.1. The Elders may pass a resolution to make By-laws to give effect to this constitution.
- 33.2. Partners and Elders must comply with By-laws as if they were part of this constitution.
- 33.3. By-laws will reference the applicable clause(s) of this constitution to provide direction in the implementation of the clause(s)

34. Policies

- 34.1. Elders will approve policies that will obligate the **Church** as required by law for the adherence in practice and adherence
- 34.2. Such policies will include but not limited to Privacy, Work Health and Safety and Safe Churches.

35. Ministry Coordinators

- 34.3. To fulfil the Operational Governance responsibility, the Pastor may appoint leaders known as Ministry Coordinators within the **Church**.
- 34.4. The Ministry Coordinators will manage the higher Ministry functions of the **Church**.
- 34.5. The appointed Ministry Coordinator:
- 34.5.1. Must be a Partner of the **Church**,
 - 34.5.2. May be the Pastor, and
 - 34.5.3. Will provide informed advice to the body that they are accountable on matters and future directions of the Ministry in which they have responsibility.

36. What is Notice

Anything written to or from the **Church** under any clause in this constitution is written notice and is subject to this clause, unless specified otherwise.

Notice to the Church

- 36.1. Written notice or any communication under this constitution may be given to the **Church**, the Elders or the Church Secretary by:
- 36.1.1. Delivering it to the **Church's** registered office
 - 36.1.2. Posting it to the **Church's** registered office or to another address chosen by the **Church** for notice to be provided
 - 36.1.3. Sending it to an email address or other electronic address notified by the **Church** to the Partners as the **Church's** email address or other electronic address.

Notice to a Partner

- 36.2. Written notice or any communication under this constitution may be given to a Partner by any of the following means:
- 36.2.1. In person
 - 36.2.2. By posting it to, or leaving it at the address of the Partner in the register of Partners or an alternative address (if any) nominated by the Partner for service of notices
 - 36.2.3. Sending it to the email or other electronic address nominated by the Partner as an alternative address for service of notices (if any)
 - 36.2.4. If agreed to by the Partner, by notifying the Partner at an email or other electronic address nominated by the Partner, that the notice is available at a specified place or address (including an electronic address).
- 36.3. If the **Church** does not have a current address for the Partner, the **Church** is not required to give notice in person.

When notice is taken as given

- 36.4. A notice delivered in person, or left at the recipient's address, is taken to be given on the day it is delivered
- 36.5. A notice sent by post, is taken to be given on the third day after it is posted with the correct payment of postage costs
- 36.6. A notice sent by email, or other electronic method, is taken to be given on the business day after it is sent, and
- 36.7. Given under clause 36.2.4, is taken to be given on the business day after the notification that the notice is available is sent.

37. Church's financial year

The **Church's** financial year is from 1 January to 31 December unless the Elders pass a resolution to change the financial year. Such a decision is to be notified to the **Church** at the next AGM and registered with ACNC.

38. Indemnity

The **Church** indemnifies each officer of the **Church** out of the assets of the **Church**, to the relevant extent, against all losses and liabilities (including costs, expenses and charges) incurred by that person as an officer of the **Church**.

- 38.1. In this clause, 'officer' means an Elder, Church Secretary or Treasurer and includes an Elder, Church Secretary or Treasurer after they have ceased to hold that office for actions whilst in office.
- 38.2. In this clause, 'to the relevant extent' means:
- 38.3. To the extent that the **Church** is not precluded by law (including NSW Association Act) from doing so, and
- 38.4. For the amount that the officer is not otherwise entitled to be indemnified and is not

actually indemnified by another person (including an insurer under an insurance policy).

- 38.5. The indemnity is a continuing obligation and is enforceable by an officer even though that person is no longer an officer of the **Church**.

39. Insurance

To the extent permitted by law (including the NSW Association Act), and if the Elders consider it appropriate, the **Church** may pay or agree to pay a premium for a contract insuring a person who is or has been an officer of the **Church** against any liability incurred by the person as an officer of the **Church**.

40. Elders' access to documents

An Elder has a right of access to the Partnership and financial records of the **Church** at all reasonable times and due notice.

41. Record keeping

The **Church** is required to manage and retain records in accordance with relevant legal and regulatory obligations. While retaining records for as long as practicable is desirable, this must be balanced with the **Church's** available resources. In accordance with ACNC requirements, financial and operational records must be retained for a minimum of seven (7) years. Certain categories of records are required to be kept permanently under a combination of federal and state legislation.

VII. WINDING UP

42. Surplus assets not to be distributed to Partners

If the **Church** is wound up, any **surplus assets** must not be distributed to a Partner or a former Partner of the **Church**.

43. Distribution of surplus assets

Subject to the NSW Association Act and any other applicable Act, including assets as defined under the Churches of Christ Property Trust and any court order, any surplus assets that remain after the **Church** is wound up must be distributed to one or more charities:

- 42.1. With charitable purpose(s) similar to, or inclusive of, the purpose(s) in clause 5 (Objects) and
- 42.2. Which also prohibit the distribution of any surplus assets to its Partners to at least the same extent as the **Church**.
- 42.3. The decision as to the charity or charities to be given the surplus assets must be made by a special resolution of Partners at or before the time of winding up. If the Partners do

not make this decision, the **Church** may apply to the Supreme Court to make this decision.

- 42.4. With respect to property, compliance is required with the provisions of the Churches of Christ in NSW Incorporations Act 1947 as amended.

VIII. Definitions and interpretation

44. Definitions

In this constitution:

- *ACNC Act* means the Australian Charities and Not-for-profits Commission Act 2012 (Cth) as amended
- *Board* means the elected Elders fulfilling the legal Governance responsibility of the Church
- *Church* means the body of people who collectively form the Church referred to in clause 1. who elect the Board to act on their behalf
- *Churches of Christ* means the movement of Churches Governed by Conference under the Churches of Christ Incorporations Act 1947 II
- *Corporations Act* means the Corporations Act 2001 (Cth)
- *Director* is an elected Elder of the Board
- *Elected chairperson* means a person elected by the Elders to be the Church's chairperson under clause 20
- *Initial Partner* means a person who is deemed to be a Voting Partner at the time of accepting this Constitution of the Church, in connection with a special meeting.
- *NSW Association Act* means NSW Association's Incorporation Act 2009 as amended
- *Partner* means a Member of the Church, as accepted by the Elders under the provisions contained within this Constitution
- *Pastor* means the most senior pastor within the church
- *Person* means a natural person associated with the Church
- *Registered charity* means a charity that is registered under the ACNC Act
- *Special meeting* means a meeting of Partners, under clauses 15-16
- *Special resolution* means a resolution:
 - of which notice has been given under clause 15-16 and
 - that has been passed by at least 75% of the votes cast by Partners present and entitled to vote on the resolution,
- *Surplus assets* means any assets of the Church that remain after paying all debts and other liabilities of the Church, including the costs of winding up.

45. Interpretation:

- This Constitution is to be read and understood:
 - As sitting within the NSW Association Act
 - While the **Church** is a registered charity, the ACNC Act and the NSW Association Act may override any clauses in this constitution which are inconsistent with those Acts.
 - A word or expression that is defined in the NSW Association Act, or used in that Act and covering the same subject, has the same meaning as in this constitution.
- Interpretation: This Constitution is to be interpreted:
 - The words ‘including’, ‘for example’, or similar expressions mean that there may be more inclusions or examples than those mentioned after that expression, and
 - Reference to an Act includes every amendment, re-enactment, or replacement of that Act and any subordinate legislation made under that Act (such as regulations).

Record of Changes

Change No	Date of Approved Change	Nature of Amendment
New	22 Nov 2020	New approved Constitution replaces Penrith Church of Christ Constitution dated 6 /4/2014 in whole
1.1	17 March 2026	Proposed changes provided in Mark-up
2.0	10 May 2026	Changes to Partner Register, ceasing to be a Partner, removal of requirement for an auditor, change to voting process, addition of recordkeeping clause.

IX. Constitution By-Laws

These By-laws are made in accordance with Clause 34 of the constitution and are approved and amended as necessary by the Elders. Partners and Elders must comply with By-laws as if they were part of this constitution. Unless otherwise stated, Clauses referenced refer to those in these By- Laws

46. Partnership Matters

Partnership Reviews

- 45.1. In fulfilling the requirements of Constitution clauses 12.1.4 and 10.1.4 the Elders are required to review the Partnership involvement in the life of the **Church**. Recognising that Partners may become inactive but still wish to become associated with the **Church** a register of Active and Inactive Partners will be maintained. A person can only remain on the Inactive Partnership Register for 7 years. Only Active Partners are eligible to Vote at meetings.
- 45.2. The example set by the early Church is still seen as a role model in Acts 2:42-47 to follow in defining what constitutes an Active Partner.
- 45.3. In reviewing Partnership Registers, the following will be considered of Each Partner, at least 4 months before an Annual General Meeting.
 - 45.3.1. Regular **Church** attendance to receive Biblical Teaching
 - 45.3.2. Participating in the Fellowship of the **Church**
 - 45.3.3. Celebrating Holy Communion
 - 45.3.4. Active Prayer life
 - 45.3.5. Giving of time, talents, and finances
- 45.4. Recognising each individual Partner has different gifts, constraints, and responsibilities. The Elders will also consider such factors as residential living distance, illness and any other relevant mitigating circumstances while exercising a Pastoral heart in ascertaining the Active Partnership Register.
- 45.5. Before removing a person from the Active Partner Register, they will be advised and given a right of reply. They may have 14 days to respond.

Dispute Resolution

- 45.6. A Partner must not start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure under Constitution clause 13 until the disciplinary procedure if applicable is completed.
- 45.7. Those involved in the dispute must try to resolve it between themselves within 14 days of knowing about it.
- 45.8. If those involved in the dispute do not resolve it under clause 2.2, they must within 10 days:

- 45.8.1. inform the Elders about the dispute in writing
- 45.8.2. agree or request that a mediator be appointed, and
- 45.8.3. attempt in good faith to settle the dispute by mediation.

45.9. The mediator must:

- 45.9.1. be chosen by agreement of those involved, or
- 45.9.2. where those involved do not agree:
 - 45.9.3. for disputes between Partners, a person chosen by the Elders, or
 - 45.9.4. a person chosen by Fresh Hope from consultation with the Mission and Ministry Agency, or
 - 45.9.5. for other disputes, a person chosen by either the Commissioner of the Australian Charities and Not-for-profits Commission or the president of the law institute or society in NSW

45.10. A mediator chosen by the Elders under clause 2.4.2.1

- 45.10.1. may be a Partner or former Partner of the **Church**
- 45.10.2. must not have a personal interest in the dispute, and
- 45.10.3. must not be biased towards or against anyone involved in the dispute.

45.11. When conducting the mediation, the mediator must:

- 45.11.1. allow those involved a reasonable chance to be heard
- 45.11.2. allow those involved a reasonable chance to review any written statements
- 45.11.3. ensure that those involved are given natural justice, and
- 45.11.4. not make a decision on the dispute.

Disciplining Partners, Elders, Pastors or Employed Staff

45.12. The Elders may resolve to warn, or remove a Partner from the **Church** Partnership register if the Elders consider that:

- 45.12.1. The Partner has breached the constitution, or
- 45.12.2. The Partner's behaviour is causing, has caused, or is likely to cause harm to the **Church**.

45.13. At least 14 days before the Elders' meeting at which a resolution under Constitution clause 14.1 will be considered, the Church Secretary must notify the Partner in writing:

- 45.13.1. That the Elders are considering a resolution to warn, suspend or expel the Partner
- 45.13.2. That this resolution will be considered at an Elders' meeting and the date of that meeting. and
- 45.13.3. The reason for taking such action.

45.14. That the Partner may provide an explanation to the Elders.

45.15. Before the Elders pass any resolution under clause 3.1, the Partner must be given a

chance to explain or defend themselves by:

- 45.15.1. Sending the Elders a written explanation before that Elders' meeting, and/or
- 45.15.2. Speaking at the meeting.
- 45.16. After considering any explanation under clause 3.3 the Elders may:
 - 45.16.1. Take no further action
 - 45.16.2. Warn the Partner
 - 45.16.3. Suspend the Partner's rights as a Partner for a period of no more than 12 months
 - 45.16.4. Remove the Partner
 - 45.16.5. Refer the decision to an unbiased, independent person on conditions that the elders consider appropriate (however, the person can only make a decision that the Elders could have made under this clause), or
 - 45.16.6. Require the matter to be determined at a general meeting.
- 45.17. The Elders cannot fine or penalise a Partner.
- 45.18. The Church Secretary must give written notice to the Partner of the decision under clause 3.4 as soon as possible.
- 45.19. Disciplinary procedures, if any, must be completed as soon as reasonably practical.
- 45.20. There will be no liability for any loss or injury suffered by the Partner as a result of any decision made in good faith under this clause.

47. Election Rules

General rules for Voting

- 46.1. These general rules should be read in conjunction with all other voting requirements.
- 46.2. The Elders shall determine the method of voting (for example, by show of hands or by secret ballot).
- 46.3. Where a ballot paper is incorrectly marked but in the opinion of the Scrutineers the intention is clear, that paper shall be declared valid.
- 46.4. Where a ballot paper is incorrectly marked and both Scrutineers agree the intention is not clear it shall be declared invalid and not be counted for the determination of percentages where required. (Where the Scrutineers don't agree, the decision is referred to the Chairperson of the meeting).
- 46.5. In the case of a secret ballot, the ballot papers must show the precise nature of the business to be voted upon, as well as two boxes labelled "YES" and "NO" to indicate agreement or disagreement with the proposal. All other conditions for a secret ballot are as in accordance with the provisions for the election of Elders except that unless stated otherwise in these By-laws, all decisions shall be made on the basis of a simple majority of the valid votes cast .
- 46.6. A Returning Officer and two Scrutineers, who are active Partners but not candidates for election, shall be appointed by the Elders in good time to conduct the ballot.

- 46.7. Each ballot paper must be initialled by the scrutineers prior to distribution.. A list of the names of those receiving ballot papers shall be kept by the Returning Officer, and every attempt should be made to ensure all eligible Partners receive a ballot paper.

Voting for Elders

Ballot papers shall show the surnames and first names of candidates in alphabetical order. Two boxes labelled “YES” and “NO” to indicate agreement or disagreement shall be provided against the proposed motion. The names of any who are not up for re-election at the ballot should also be shown on an attachment.

Voting for the Pastor

Ballot papers shall show the name of the proposed new Pastor. Two boxes labelled “YES” and “NO” to indicate agreement or disagreement shall be provided against the proposed motion.

48. Elders Rules

- 47.1. The Elders must also comply with the Penrith Board Operating Policy Manual.
- 47.2. An Elder must disclose the nature and extent of any actual or perceived material conflict of interest in a matter that is being considered at a meeting of Elders (or that is proposed in a circular resolution):
- 47.2.1. To the other Elders, or
 - 47.2.2. If all of the Elders have the same conflict of interest, to the Partners at the next general meeting, or at an earlier time if reasonable to do so.
- 47.3. The disclosure of a conflict of interest by an Elder must be recorded in the minutes of the meeting.
- 47.4. Each Elder who has a material personal interest in a matter that is being considered at a meeting of Elders must not:
- 47.4.1. Be present at the meeting while the matter is being discussed, or
 - 47.4.2. Vote on the matter.

Elders' meetings

- 47.5. The Elders may decide how often, where and when they meet.
- 47.6. The Chair will call an Elders' meeting by giving reasonable notice to all of the other Elders.
- 47.7. The Church Secretary may give notice in writing or by any other means of communication that has previously been agreed to by all of the Elders.
- 47.8. The elected Elders chairperson is entitled to chair Elders' meetings and is entitled to one vote.
- 47.9. Unless the Elders determine otherwise, the quorum for a Elders' meeting is a simple majority (more than 50%) of elected Elders.
- 47.10. A quorum must be present for the whole Elders' meeting.

- 47.11. The Elders may hold their meetings by using any technology (such as video or teleconferencing) that is agreed to by all of the Elders.
- 47.12. The Elders' agreement may be a standing (ongoing) one.
- 47.13. An Elder may only withdraw their consent within a reasonable period before the meeting.
- 47.14. An Elders' resolution must be passed by a majority of the votes cast by Elders present and entitled to vote on the resolution.
- 47.15.
- 47.16. The Elders may pass a circular resolution without an Elders' meeting being held.
- 47.17. A circular resolution is passed if all the Elders entitled to vote on the resolution sign or otherwise agree to the resolution in the manner set out in clause
- 47.18. Each Elder may sign:
- 47.18.1. A single document setting out the resolution and containing a statement that they agree to the resolution, or
- 47.18.2. Separate copies of that document, as long as the wording of the resolution is the same in each copy.
- 47.19. A circular resolution is passed when the last Elder signs or otherwise agrees to the resolution in the manner set out in clause 17.3

Record of Changes to By-Laws

Change No	Date of Approved Change	Nature of Amendment
Initial	22 Nov 2020	By-Laws adopted by Elders
1.1	PROPOSED	Proposed amendment to how voting occurs
2.0	10 May 2026	Amendment to voting