# Reformation Australia Limited draft constitution

*Australian public company limited by guarantee*

## DRAFT - NOT YET ADOPTED

Pending formal adoption

This is a working constitution for founder review and Australian legal review, not an adopted constitution or a lodged application. It supports the proposed incorporation and ACNC registration of Reformation Australia. The proposed company name remains subject to ASIC availability and approval.

The body below deliberately contains no residential addresses, dates of birth, director ID numbers or signatures. Keep those details and consent records separately. This draft is not legal advice and has not been certified as compliant by a lawyer.

# Preliminary

### 1 Name and status

1.1 The name of the company is Reformation Australia Limited (Company).

1.2 The Company is a not-for-profit public company limited by guarantee, established for charitable purposes and intended to be registered as a charity with the Australian Charities and Not-for-profits Commission (ACNC). It has no share capital.

1.3 This constitution takes effect only on its lawful adoption. It does not state that ASIC registration or ACNC registration has already occurred.

### 2 Applicable law and interpretation

2.1 The Corporations Act 2001 (Cth), the Australian Charities and Not-for-profits Commission Act 2012 (Cth) (ACNC Act), their regulations and other applicable law prevail over any inconsistent provision of this constitution.

2.2 The replaceable rules under the Corporations Act do not apply to the Company to the extent that they may lawfully be displaced.

2.3 Member means a person entered in the Company's register of members. Board means the directors acting as a board. Special resolution means a resolution satisfying the applicable statutory notice and voting requirements, including at least 75% of votes cast by members entitled to vote. References to an Act include its amendments and replacement legislation.

### 3 Member liability and guarantee

3.1 A member's liability is limited to the guarantee in this clause and any other liability imposed by law.

3.2 Each member undertakes to contribute not more than AUD $10 to the property of the Company if it is wound up while that person is a member or within one year after the person ceases to be a member, for payment of debts and liabilities incurred before the person ceased to be a member, winding-up costs and expenses, and adjustment of contributories' rights among themselves.

3.3 The guarantee is not a membership fee, shareholding or immediate payment. No person becomes liable under it merely by donating, sponsoring, attending an event or joining a mailing list.

### 4 Charitable purpose

4.1 The Company's sole principal purpose is to advance the Christian religion and the gospel of Jesus Christ in Australia, drawing on the historic confessional traditions of the Protestant Reformation, for the public benefit.

4.2 In pursuing that purpose, the Company may conduct Christian teaching conferences; provide pastoral training and resources; equip churches, ministers and other participants for Christian ministry; publish and distribute Christian teaching; and encourage cooperation and mutual support among Anglican, Lutheran, Presbyterian, Reformed and Reformed Baptist churches and ministries.

4.3 The Company may undertake activities incidental or ancillary to its charitable purpose, but must not pursue an independent non-charitable purpose.

4.4 The Company is not established for the private benefit of its members, directors, sponsors or partner organisations. Its activities must serve its charitable purpose and the public benefit.

### 5 Powers

5.1 The Company has the powers of a company limited by guarantee under the Corporations Act, but may exercise them only to further its charitable purpose.

5.2 Subject to this constitution and law, those powers include receiving donations, grants and sponsorship; charging for activities and resources; engaging workers and volunteers; entering contracts; acquiring, leasing and disposing of property; and cooperating with other organisations. All income and property remain subject to clauses 6 and 28.

### 6 Not for profit operation and payments

6.1 The Company must apply its income and assets solely towards its charitable purpose. It must not distribute any income or assets to members, directly or indirectly, except for the permitted payments in this clause.

6.2 Directors must not be paid fees for acting as directors. The Company may reimburse reasonable expenses properly incurred for its work.

6.3 The Company may pay a member or director for goods or services genuinely provided in another capacity, including employment, at rates no more favourable to that person than reasonable arm's-length terms. It may also pay reasonable interest on money lent or reasonable rent for property leased to it.

6.4 Any such payment or arrangement must be in the Company's interests, consistent with its charitable purpose, approved through an appropriate conflict-free process and permitted by law. The interested person must not participate in the decision except as law permits.

6.5 The directors must approve all payments the Company makes to a director, including reimbursements and payments for non-director services, subject to the conflict and related-party requirements in clause 20 and applicable law.

### 7 Changes to this constitution

7.1 Members may change this constitution only by special resolution and in accordance with applicable law.

7.2 No change may authorise a non-charitable purpose, distribution of profits to members or distribution of surplus assets contrary to clause 28.

7.3 The secretary must arrange any required notifications and lodgements with ASIC and the ACNC. Adoption and amendment must be recorded with the approved version and effective date.

## Members

### 8 Membership eligibility and admission

8.1 The Company has one body corporate as its sole voting member. The intended founding member is Ascension Church Limited ACN 666 816 691 (Member), subject to its valid written consent to membership, this constitution and the guarantee. No individual director, representative, donor or participant is a member merely because of that position or involvement.

8.2 Before registration, the Member must give validly authorised written consent to becoming a member, to this constitution and to the guarantee, and be identified in the registration application. A director's or other person's informal support is not the corporate Member's authorisation.

8.3 The Board has no power to admit additional members, replace the Member or expel it. A proposed change to the identity or number of members requires the existing Member's approval by special resolution, any necessary lawful amendment of this constitution and the written consent of any incoming member. Lawful continuity arrangements must prevent the Company being left without a member.

8.4 A church, ministry, supporter or sponsor does not acquire membership through partnership or support. There are no additional voting, honorary or non-voting membership classes under this constitution.

## 9 Member rights and register

9.1 The Member has one vote and the rights given by this constitution and applicable law. It does not own the Company's assets and may not receive distributions prohibited by clauses 6 and 28. Its rights are exercised through validly authorised representatives, proxies or written decisions as provided here.

9.2 The secretary must keep the register of members with information required by law, including dates of admission and cessation, and provide lawful access. Members must notify the secretary of changes to their contact details.

9.3 No annual membership fee is payable unless members approve a fee by ordinary resolution after receiving notice of the proposal. This does not change the guarantee.

## 10 Ending membership

10.1 Membership may end on lawful replacement under clause 8.3, the Member's deregistration or dissolution, or another event required by law. A proposed resignation must be coordinated with lawful replacement and continuity arrangements; this clause does not override a cessation required by law.

10.2 Cessation does not extinguish the guarantee or liabilities accrued before cessation. Changes to the corporate Member or its representative do not themselves appoint or remove individual directors; clause 18 and applicable law govern their offices.

## 11 Disputes

11.1 A dispute between the Member and the Company about this constitution should first be notified in writing to the secretary, identifying the issue and resolution sought. The Member and Board must make a reasonable good-faith attempt to resolve it.

11.2 If unresolved after 21 days, the parties should attempt mediation with an independent mediator agreed by them. If they cannot agree, they may request nomination by a recognised mediation body in the state of the registered office. No party is prevented from seeking urgent protective relief or exercising a statutory right.

11.3 This dispute procedure does not suspend the Member's voting rights or give the Board power to discipline, suspend or expel the Member. Directors must manage any conflicts of duties and interests consistently with clause 20 and law.

11.4 Nothing in this clause removes a statutory remedy, a lawful member right or access to a court or regulator. The parties should record any agreed resolution and necessary formal approvals.

# Meetings of members

### 12 General meetings

12.1 The Board may call a general meeting. Members holding at least 5% of the votes that may be cast may request a meeting in writing, stating the resolutions proposed and signing the request. The Board must call the meeting within 21 days and hold it within two months after receiving the request. If it does not, requesting members holding more than half of the votes of all requesting members may call and hold the meeting within three months after the request, following the notice requirements as closely as practicable. The Company must reimburse reasonable meeting expenses to the extent permitted by law. This right continues while the Company is registered with the ACNC and does not restrict any statutory member right.

12.2 The Company must hold an annual general meeting at least once each calendar year and within five months after its financial year ends, subject to any lawful extension or applicable first-year rule. This is a constitutional commitment even where legislation would otherwise exempt the Company.

12.3 The annual general meeting must provide members a reasonable opportunity to ask questions about the Company's activities and finances, consider relevant financial and directors' reports, and elect directors whose terms have ended.

### 13 Meeting notice and participation

13.1 At least 21 days' written notice must be given to each member, director and any auditor entitled to notice, unless a different period is required or lawfully agreed under applicable law.

13.2 Notice must state the date, time, place, any technology to be used, the general nature of business and any proposed special resolution in full, as well as the member's right to appoint a proxy where applicable.

13.3 Meetings may be physical, hybrid or wholly virtual to the extent permitted by law. Each member entitled to participate must have a reasonable opportunity to hear, speak, ask questions and vote. Technical arrangements must comply with applicable law.

### 14 Quorum and chair of member meetings

14.1 The quorum is the sole corporate Member present through its authorised individual representative or proxy, in person or through permitted technology. The presence of directors alone does not create a member quorum.

14.2 If there is no quorum within 30 minutes, a member-requisitioned meeting is dissolved unless law requires otherwise. Another meeting is adjourned to a date, time and place set by the Board with appropriate notice. The same quorum applies to the adjourned meeting.

14.3 The Board chair chairs the meeting. If unavailable or unwilling, the members present elect a chair. The chair must conduct the meeting fairly and has no additional casting vote.

### 15 Member voting and proxies

15.1 An ordinary resolution passes by more than half of the votes cast by members entitled to vote. A special resolution must satisfy clause 2.3. A tied vote fails.

15.2 Voting is by show of hands or another lawful method chosen for the meeting, subject to any right to demand a poll. On a poll each member has one vote. The chair must preserve every statutory poll right.

15.3 A member entitled to vote may appoint a proxy, whether or not the proxy is a member, in a signed written appointment. The appointment must identify the member, proxy and meeting or scope of authority, and be received at least 48 hours before the meeting unless a shorter lawful period is accepted.

15.4 While the Company has one member, the Member may pass a resolution without a meeting by recording the resolution and signing the record through a person validly authorised to act for it. The record must state whether it is an ordinary or special resolution and be kept with the Company's minutes. This constitutional procedure continues while the Company is registered with the ACNC, to the extent permitted by law; any mandatory procedure still applies.

15.5 The Member may appoint an individual as its representative by written authority identifying the scope and duration of the appointment. The representative may exercise the Member's powers within that authority at meetings and in written decisions. The Company may require evidence of authority. Only one representative may exercise the Member's powers at any one time. The Member may revoke or replace the appointment by written notice. These constitutional arrangements continue while the Company is ACNC-registered and supplement any applicable statutory rights.

## Directors and secretary

### 16 Number and eligibility of directors

16.1 The Company must have at least three and no more than nine directors. At least two must ordinarily reside in Australia, and all must be individuals aged 18 or over and eligible under law.

16.2 A director must support the charitable purpose, give written consent before appointment, obtain a director identification number within the legally required time, and not be disqualified from managing corporations or from being a Responsible Person of a registered charity.

16.3 Directors are individuals and need not be members. Holding office gives them no personal member vote. The Company must check eligibility and make directors' duties known. Directors must act for this Company and its charitable purpose, not merely at the direction of the Member or another organisation.

### 17 Appointment and term of directors

17.1 The first directors are the persons named with their written consent in the registration application.

17.2 After incorporation, members may appoint a director by ordinary resolution following written nomination and the candidate's consent. An appointment is subject to the maximum in clause 16.1.

17.3 The Board may appoint an eligible person to fill a casual vacancy or as an additional director, within that maximum. A Board-appointed director must retire at the next annual general meeting and may stand for election.

17.4 A member-elected director holds office until the conclusion of the third annual general meeting following appointment, unless the office ends earlier. First directors must stand for election at the first annual general meeting. Directors may be re-elected; this draft imposes no maximum number of terms.

### 18 Cessation and removal of directors

18.1 A director ceases office on death, disqualification, a valid resignation, the end of a term without re-election, lawful removal or any other event that requires cessation under law.

18.2 Members may remove a director in accordance with the Corporations Act, including applicable special notice, representation and meeting requirements. The Board cannot remove a director where law reserves that power to members.

18.3 If the number of directors falls below three, the remaining directors must promptly arrange to fill vacancies. Subject to law, they may act only as necessary to appoint eligible directors, call a general meeting or protect the Company in an urgent situation until the minimum is restored.

### 19 Board powers and delegation

19.1 The Board manages the Company and may exercise its powers except those reserved to members by this constitution or law. It must act to further the charitable purpose.

19.2 The Board may delegate functions in writing to a committee, director, employee or other suitable person, on stated terms and subject to oversight. Delegation does not remove any duty or responsibility imposed on directors by law.

19.3 Committees and advisory groups have no authority to change this constitution, admit themselves to membership, bind the Company beyond their delegated authority or override the Board.

### 20 Director duties and conflicts

20.1 Directors must comply with applicable legal duties, including the ACNC Governance Standards while relevant. They must act with reasonable care and diligence, honestly and in the Company's best interests and for its charitable purpose, and must not misuse their position or information.

20.2 Directors must disclose actual, potential or perceived material conflicts of interest promptly and ensure they are recorded. The Company must maintain a conflicts register.

20.3 A director with a material personal interest must not be present for deliberation or vote on the matter, except to the extent a lawful exception applies. Quorum must be determined without that director for the matter. A related-party transaction must satisfy all applicable approval requirements.

20.4 If there is no unconflicted quorum, the Board must seek a lawful resolution through members or another permitted process. It must not simply waive the conflict requirements.

20.5 Directors must ensure the Company's financial affairs are managed responsibly and not allow it to operate while insolvent.

### 21 Board meetings

21.1 Any director may request a Board meeting through the secretary. Reasonable notice stating the business must be given to each director, with shorter notice only where justified and lawful.

21.2 Directors may meet using technology if each participating director can communicate adequately with the others.

21.3 The quorum is more than half of the directors then in office, and never fewer than two. Conflicted directors are not counted for the affected matter unless law permits.

21.4 The Board elects a chair and may replace the chair. Each director has one vote. A resolution passes by a majority of votes cast; the chair has no casting vote and a tied vote fails.

21.5 The Board may pass a written resolution if all directors entitled to vote sign or otherwise validly record their agreement, and the procedure complies with law. The resolution and all consents must be kept with the minutes.

### 22 Secretary

22.1 The Company must have at least one secretary aged 18 or over who ordinarily resides in Australia. The Board appoints the secretary after receiving written consent and may remove the secretary subject to law.

22.2 A director may also be secretary.

22.3 The secretary supports lawful notices, records, registers and filings. Appointment does not relieve directors of their own duties.

## Records finance and dissolution

### 23 Records and accountability

23.1 The Company must keep minutes of member and Board meetings and resolutions, registers, financial records and operational records required by law. Minutes must be entered and signed within the applicable statutory periods.

23.2 Financial and operational records must correctly record and explain transactions, financial position, activities and compliance, be kept for at least seven years or a longer period required by law, and be capable of supporting any required financial report, review or audit.

23.3 Directors have the access to Company records required to perform their duties and provided by law. Members have statutory access rights and may inspect other records as approved by the Board, subject to legitimate confidentiality and privacy restrictions.

23.4 The Company must prepare, provide, review, audit and lodge reports, and appoint any auditor, whenever required by applicable law.

### 24 Financial year and controls

24.1 The financial year ends on 30 June unless lawfully changed.

24.2 The Board must approve budgets, appropriate financial delegations and banking authorities. No director or member has unilateral authority to use Company funds merely by holding that position.

24.3 Any restricted gift, grant or sponsorship must be used consistently with its lawful terms and the Company’s charitable purpose. The Company must not represent a payment as tax deductible without an applicable legal basis.

### 25 Notices

25.1 Notices may be given personally, by post to the recorded address, or electronically to an address nominated for that purpose, subject to applicable law and any required consent.

25.2 The Company must allow the required notice period using the delivery rules imposed by law. A member must keep their nominated address current.

### 26 Policies

26.1 The Board may adopt policies consistent with this constitution and law, including policies on conflicts, financial controls, safeguarding, complaints, volunteers and privacy.

26.2 Policies cannot alter membership voting rights, create permanent founder powers, change the guarantee or amend the constitution.

## 27 Indemnity and insurance

27.1 To the extent permitted by law, the Company may indemnify a current or former officer for liabilities and reasonable legal costs incurred in that capacity, excluding matters for which indemnity is prohibited.

27.2 The Company may obtain lawful officers' insurance. Nothing in this clause permits a prohibited indemnity, premium payment or release from duty.

## 28 Winding up and surplus assets

28.1 The Company's surplus income or assets must not be distributed to members or former members on winding up.

28.2 After satisfying all debts and liabilities and winding-up costs, remaining assets must be transferred to one or more charities with purposes similar to the Company's and governing rules that prohibit distributions to members at least to the extent of this constitution.

28.3 The recipient must satisfy any applicable tax-law requirements. Members must select the recipient by special resolution at or before winding up. If they do not make a valid selection, the recipient is to be determined by a court or other authority with jurisdiction.

28.4 This constitution does not assert that the Company is a deductible gift recipient. If DGR endorsement is sought later, appropriate fund and winding-up provisions must be reviewed and lawfully adopted before any representation of deductibility.