

**26 ʻEPELELI 2024**

**FANONGONONGO KI HE MEMIPA KOTOA ʻA E SIASI UĒSILIANA TAUʻATĀINA ʻO TONGA ʻI AOSITELELIA**

**[PĒ KO E VAHEFONUA ʻAOSITELELIA ʻO E KONIFELENISI]**

ʻOku ou fakahoko atu ʻa e fanongonongo ni ke kau mai ki ai ʻa e memipa kotoa ʻa e Siasi Uēsiliana Tauʻatāina ʻo Tonga ʻi ʻAositelelia (Vahefonua ʻAositelelia Konifelenisi), ʻo fakatatau ki he tuʻutuʻuni ʻa e konisitutone lēsisita ʻo e Siasi.

#### A> Ko e hā ʻa e taumuʻa ʻo e ngāue ni?

Ke malu, maau pea mo mahino ange ʻa e tataki pea mo e fakahoko lotu ʻa e Siasi ʻo fakatatau ki he (1) tuʻutuʻuni ʻa e Konifelenisi ʻi Tonga pea mo e (2) lao ʻo e fonua ʻi ʻAositelelia ni.

#### E > Ko e hā ʻa e ngāue ke fai?

1. Ke ke kau mai ki hono talanoaʻi, fakamaʻalaʻala pea mo tali ʻa e fakalelei pe monomono ʻo e konisitūtone lolotonga ʻa e siasí ʻi he puleʻanga ʻAositelelia (ACNC).
2. Ke ke kau mai ki hono talanoaʻi, fakamaʻalaʻala pea mo tali ʻa e konisitūtone foʻou ne tuʻutuʻunia ʻe he Siasi (vahefonua) ke fatú ʻo fokotuʻu mai ke tali.
3. Ke ke kau ki he fakataha ʻe fakama’ala’ala pea mo tali ai ʻa e ngaahi fokotuʻu fakalelei konisitūtone naʻe ʻosi tali ʻe he fakataha fakavahefonua (AGM) ʻo e 2024.

#### F > Ko e hā ʻa e ola ʻoku fiemaʻu ʻi ha kakato ʻa e ngāue ni?

1. ʻOku malu, maau pea mahino ange ʻa e fakahoko lotu ʻa e siasí (vahefonua Aositelelia) ʻo fakatatau ki heʻene ngaahi tuʻutuʻuni ngāue ʻoku fokotuʻu
2. ʻOku taliui pea mo fakaongoongo kakato ʻa e siasí (Vahefonua) ki he konifelenisí
3. ʻOku talangofua pea mo e taliui kakato ʻa e Siasi (Vahefonua) ki he lao ʻo e fonua ʻi ʻAositelelia.
4. ʻOku mahino pea pau ʻa e ngaahi lakanga fakahoko fatongia ʻoku tuʻutuʻuni ki ai ʻa e konifelenisí pea mo ʻene fehikitaki, pea pehē foki mo ha ngaahi lakanga ʻoku fili ʻe he vahefonua.

#### H > Ko e hā ʻa hoʻo fatongia ko e memipa ko e ʻo e Siasi?

1. Ke kau mai ki he ngaahi fakatahaʻanga ʻoku fokotuʻu atu
2. Ke mahino kiate koe ʻa e taumuʻa ʻo e ngāue ni
3. Ke mahino kiate ko e ʻa e faʻunga pule pea mo e founga faituʻutuʻuni ʻo e siasí
4. Ke ke fakapapauiʻi ʻa e founga fengāueʻaki ʻo e Siasi (vahefonua) pea mo e konifelenisí
5. Ke ke kau ʻi he pāloti fakahā loto ki he ngaahi monomono kuo fokotuʻu atu ki he konisitūtone lolotonga, pea pehē foki pea mo e konisitūtone foʻou.

#### I > ʻE fēfē kapau ʻe ʻikai teu lava ʻo kau mai ki he ngaahi fakataha ni?

Kataki ʻo fakatokangaʻi angē kapau ʻe ʻikai teke kau mai ki he ngaahi fakataha ni ʻe fai tuʻutuʻuni pē ʻa kinautolu ʻoku nau maʻu fakataha.

#### K > ʻE fakahoko ʻa e ngaahi fakataha ni ʻa fē, pea ki fē?

|  |  |
| --- | --- |
| **Vāhenga Ngāue / Siasi** | **Ngaahi ʻAho Fakataha Fakavahe ʻo e Kuata Sune**  **2024** |
| 1. Vikatolia | Ke toki fakapapauiʻi pea mo e kau Faifekau Pule ʻo e Ngaahi Vahenga Ngāue kotoa pē ʻa e taimi pea mo e feituʻu ʻe fakahoko ai ʻa e ngaahi fakataha fakavāhenga angamahen ke fakakau atu ki ai ʻa e ʻasenita ʻoku fanongonongo atu ni. |
| 2. Kuinisilani |
| 3. Pulelaʻa, NSW |
| 4. Hihifo, NSW |
| 5. Hahake, NSW |
| 6. Loto, NSW |
| 7. Kolo, NSW |
| 8. Perth, WA |
| 9. Kenipela, ACT |
| 10. Griffith / Darwin / Nhulunbuy |

**L> ʻE kakato ʻa e ngāue ni ki ʻa fē?**

ʻOku fakaʻamu ke kakato ʻa e ngaahi ngāue ni ʻi he Kuata Lahi ʻo Sune 2024, ʻa ia ʻe fakahoko ʻi he ʻaho 8 ʻo Sune 2024.

**ʻAHO 8 ʻO SUNE 2024**

**FAKATAHA KUATA LAHI ʻO SUNE 2024**

**TALI PĒ ʻIKAI TALI ʻA E**

1. Konisitūtone Foʻou

2. Fakalelei Konisitūtone naʻe tali ʻe he fakataha fakavahefonua 2024.

**KIMUʻA ʻI HE ʻAHO 14 ʻO MĒ 2024**

Ke tufa ʻa e Tohi Fanongonongo ni pea mo lau ʻi he Ngaahi Siasi Kātoa ʻe 35 ʻa e Vahefonua.

**FAKAMAʻALAʻALA MO FOKOTUʻU MEI HE NGAAHI FAKATAHA FAKAVAHE ʻO E KUATA SUNE 2024**

Vahe Pulelaʻa NSW, Vahe Hihifo NSW, Vahe Hahake NSW, Vahe Loto NSW, Vahe Kolo NSW, Vahe Vikatolia VIC, Vahe Kuinisilani QLD, Siasi ʻi Perth, Siasi Kenipela & Siasi Grififfth, Vahe NT - Darwin/Nhulunbuy

# KO E FOKOTU’U KI HONO MONOMONO ‘A E KONISTŪTONE LOLOTONGA ‘A E SIASI UĒSLIANA TAU’ATĀINA ‘O TONGA ‘O ‘AOSITELELIA ‘OKU LESISTA ʻI HE AUSTRALIAN CHARITIES AND NOT-FOR-PROFIT COMMISSION

Talateu

Makatu’unga ‘i he mafai kuo tuku mai ‘e he Komiti Fale’i ki he Komiti Konisituone, ‘oku fai ‘a e ngaue ki hono monomono ‘o e konisitūtone lolotonga ‘a e SUTTA ‘a ia ‘oku lesista ʻi he Pule’anga ‘Aositelelia (Konisitūtone Lesista).

Koe ngaahi monomono ko’eni na’e ‘osi fakahū kihe Fakataha Faka-Vahefonua ‘o e ta’u ni (2024) pea ‘oku toe fakafoki atu kiate kimoutolu ‘a e kau memipa ‘o e Vahefonua (Siasi) ke mou mea’i pea mo ʻomi ʻa hoʻo mou poupou ki he ngaahi fokotu’u ‘oku hā atu ‘i he tohi ni ‘i he ngaahi ‘aho pea moe taimi fakataha ‘oku hā atu ‘i he tohi ni.

# Fokotu’u

1. Ke fakapapau’i ‘a e tokotaha ‘oku hoko koe memipa pāloti ‘a e Siasi Uesiliana Tau’ataina ‘o Tonga ‘o ‘Aositelelia (Vahefonua) ke fakatatau ki he fakahinohino ‘a e Konisitūtone ‘a e Siasi Uesiliana Tau’ataina ‘o Tonga ‘i he Pule’anga Tonga.
2. Ke hoko ʻa e ngaahi Lakanga Fili ‘o e Vahefonua kuo ʻosi ui ʻe he Fehikitaki ‘o e Konifelenisi ko e Ngaahi Lakanga Fakanofo ia ʻo e Vahefonua.
3. Ko e ngaahi lakanga ko ia kuo ui ʻe he Fehikitaki ʻo e Konifelenisi ko e :
   1. Sekelitali Pa’anga ‘o e Vahefonua; pea moe
   2. Sekelitali ‘o e Vahefonua.
4. Ke fakataha’i ‘a e lakanga fili ko ia ‘o e Public Officer pea mo e lakanga ‘o e Sikelitali ‘o e Vahefonua pea ke hoko ‘a e Sekelitali ‘o e Vahefonua ko e Public Officer ia ʻo e Siasi (Vahefonua).
5. Ke tamate’i ‘a e lakanga fili ko e Public Officer ‘i ‘olunga mei he Konisitūtone ‘a e Siasi (Vahefonua).
6. Ke fakahū ‘a e lakanga ko e Faifekau Pule Le’oLe’o ke hoko ko ha lakanga fakanofo ʻo e Vahefonua (Siasi) ke fakatatau ki he tu’utu’uni ‘o e fehikitaki ʻa e Konifelenisi.

#### Ko e Lakanga ‘o e Ofisa Fetu’utaki ‘ae Siasi (Public Officer)

1. Koe fatongia ‘o e Public Officer ko hono fakahoko ʻa e fetuʻutaki ‘i he vahaʻa ʻo e Siasi pea mo e pule’anga ‘Aositelelia ‘i hono fatongia ko e ʻofisa fetu’utaki.
2. Koe ngaahi potungāue ʻa e puleʻanga ʻAositelelia ‘oku fai ʻa e fetuʻutaki mo ia ʻoku kau ki ai ‘a e pangikē, ngaahi sino maʻu mafai ʻoku ui ko e ACNC (Australiana Charities and for Not for Profit Commission) & ASIC (Australian Securities & Investment Commission), ngaahi kosiliō (Council) ‘i he ngaahi States ‘oku ‘i ai ‘a e ngaahi fai’angalotu ‘a e Siasi, pea mo e fai’anga lesisita ‘oku ne fakamafaiʻi ʻa e kau Faifekau ke nau fakahoko ‘a e ouau mali, pea mo ha ngaahi sino maʻu mafai kotoa pē ʻe fengāueʻaki pea mo e Siasi.
3. Koe ‘uhi ko e mahu’inga ‘o e fatongia ni ki he maau, malu pea mo pau ʻa e tuʻunga ʻo e Siasi ʻi ʻAositelelia ni, pea pehē foki ki he faka’ofisiale ‘o e ngaahi fetu’utaki kotoa pe ‘oku hū atu mei he ʻofisi ʻa e Siasí ki he ngaahi kupu fekau’aki.
4. Koe fokotu’u ʻoku hā atu heni ke tali ui kakato ‘a e lakanga ko ‘eni (Public Officer) ki he Konifelenisi ‘a ia koe ‘ulu ia ‘o e Vahefonua.
5. Ko ia ai, ‘oku fokotu’u atu ke fakataha’i ‘a e lakanga ‘o e Sekelitali ‘o e Vahefonua pea moe Ofisa Fetu’utaki (Public Officer).
6. Pea ke fakahoko ‘e he Sekelitali ‘o e Vahefonua ‘a e ngaahi ngāue kotoa ko ʻeni fekau’aki pea mo e fetu’utaki mo e ngaahi sino maʻu mafai ʻa e Pule’anga ‘Aositelelia pea mo e ngaahi kupu fekau’aki.

# ‘Oku hā ‘i fē ʻi he konisitūtoné ‘a e ngaahi fokotu’u ‘i ‘olunga?

1. Koe ngaahi fokotu’u kuo tuku atu ‘i ‘olunga ‘oku hā ia ‘ihe Kupu 7(ii) pea moe Kupu 29 (c)

(d) (f) (j) (v) (w) ‘oe Konisitutone lesista.



**Constitution**

**Siasi Uēsiliana Tau’atāina ‘o Tonga ‘i Aositelēlia**

ACN 607 984 243

A Public Company Limited by Guarantee

**17 Rose st Smithfield NSW 2164 SYDNEY AUSTRALIA**

## PREAMBLE

### THY WILL BE DONE

Greetings to All,

The working theme of the SUTT in Australia is to seek the presence of the Holy Spirit so that we can do the will of God. The will of God is the most important in our lives. What ever we do we must come to abide by God’s will. Throughout the life of Jesus, he viewed the will of God as the ultimate purpose of his life. To Jesus, nothing is worth pursuing than the will of God, for the will of god is where we can come to see truth in its perfection. The will of God is, in fact, where we can find holiness in the practical sense of life. **(Rev.Dr.Siotame Havea**-Superintendent Minister (August 2015)

## Fundamental-Declarations

**Whereas** the **Free Wesleyan Church of Tonga** in the Kingdom of Tonga has confirmed in its Annual Conferences that the Siasi Uēsiliana Tau’atāina ‘o Tonga ‘i Aositelelia has become a District ( or Vahefonua ) of the **Free Wesleyan Church of Tonga in Tonga** and it is desirable that the decision of the Conference is reaffirmed here:

**And Whereas** the Christian faith and religious principles which are applied and followed by the **Free Wesleyan Church of Tonga in the Kingdom of Tonga** shall be adopted by the Siasi Uēsiliana Tau’atāina ‘o Tonga ‘i Aositelelia and its Branches throughout Australia:

**And Whereas** the Christian faith, religious principles, rules and protocols as clearly stated by the latest edition of the Constitution of the **Free Wesleyan Church of Tonga** in the Kingdom of Tonga (referred to as the **Konisitutone moe Ngaahi Lao’ae Siasi Uesiliana Tau’ataina ‘o Tonga,( koe paaki hono Nima, 2005)** shall be adopted and practiced in full by the congregations of the siasi Uēsiliana Tau’atāina ‘o Aositelelia, and its Branches established throughout Australia. (**The Late-Rev.Siosiua Fonua**)

## Table of Contents

Contents

1. [Name of the Church 1](#_TOC_250073)
2. [Type of company 1](#_TOC_250072)
3. [Replaceable Rules 1](#_TOC_250071)
4. [Definitions and interpretation 1](#_TOC_250070)
   1. Definitions 1
   2. [Interpretation 3](#_TOC_250069)
5. [Objects 4](#_TOC_250068)
   1. [Objects 4](#_TOC_250067)
   2. [Income and Property 5](#_TOC_250066)
   3. [Remuneration of Directors 5](#_TOC_250065)

[WORSHIPPERS 5](#_TOC_250064)

1. [Admission as Worshippers 5](#_TOC_250063)
   1. Eligibility for Admission as Worshipper 5
   2. [Benefits 6](#_TOC_250062)
2. [Classes of Worshipper 6](#_TOC_250061)
3. Applications for Admission as a Worshippers 6
4. [Worshipper Entitlements Not Transferable 7](#_TOC_250060)
5. [Contributions 7](#_TOC_250059)
   1. [Entrance Fee 7](#_TOC_250058)
   2. [Quarterly Levies and Annual Fee 7](#_TOC_250057)
6. [Cessation as Worshipper 7](#_TOC_250056)
7. Disciplining of Worshippers 8
   1. [Disciplining of Worshippers 8](#_TOC_250055)
   2. Right of Appeal of Disciplined Worshippers 9
8. [Resolution of Disputes Between Worshippers 10](#_TOC_250054)

[GENERAL MEETINGS 10](#_TOC_250053)

1. [Convening of General Meetings 11](#_TOC_250052)
   1. AGMs 11
   2. [Convening of General Meetings 11](#_TOC_250051)
2. Notice of General Meetings 11
3. [Cancellation or Postponement of General Meeting 12](#_TOC_250050)

[PROCEEDINGS AT GENERAL MEETINGS](#_TOC_250049)

1. [Quorum 12](#_TOC_250048)
2. [Chairperson of General Meetings 13](#_TOC_250047)
3. [Adjournments 13](#_TOC_250046)
4. [Determination of Questions 13](#_TOC_250045)
5. [Polls 14](#_TOC_250044)
6. [Voting Rights 14](#_TOC_250043)
7. [Disqualification 14](#_TOC_250042)
8. [Objection to Qualification to Vote 14](#_TOC_250041)
9. [Persons of Unsound Mind and Minors 14](#_TOC_250040)
10. [Casting Vote 15](#_TOC_250039)
11. [Right of Non-Worshippers to Attend General Meeting 15](#_TOC_250038)

[PROXIES 15](#_TOC_250037)

1. [No Right to Appoint Proxies 15](#_TOC_250036)

[APPOINTMENT AND REMOVAL OF DIRECTORS 15](#_TOC_250035)

1. [Number and Appointment of Directors 15](#_TOC_250034)
   1. Number of Directors 15
   2. Constitution of Board 15
   3. Appointed Directors 16
   4. Elected Directors 16
   5. Co-opted Directors 17
   6. Term 17
   7. Office Bearers 17
2. [General Right to Appoint and Remove Directors 17](#_TOC_250033)
3. [Vacation of Office 18](#_TOC_250032)
4. [Filling of Vacancies on the Board 18](#_TOC_250031)
5. [Acting Office Bearers 19](#_TOC_250030)
6. [Alternate Directors 19](#_TOC_250029)

[POWERS AND DUTIES OF DIRECTORS 19](#_TOC_250028)

1. [Duties of Directors 19](#_TOC_250027)
2. [Powers of Directors 19](#_TOC_250026)
3. [Negotiable Instruments 20](#_TOC_250025)
4. [Conferment of Powers 20](#_TOC_250024)

[DIRECTOR’S DISCLOSURE OF INTEREST 20](#_TOC_250023)

1. [Contracts 20](#_TOC_250022)
2. [Meetings of Directors 21](#_TOC_250021)
3. [Quorum 21](#_TOC_250020)
4. [Chairperson of the Board 22](#_TOC_250019)
5. [Voting 22](#_TOC_250018)
6. [Resolutions by Directors 22](#_TOC_250017)
7. [Committee 23](#_TOC_250016)
8. [Validation of Acts of Directors 23](#_TOC_250015)

[MINUTES 23](#_TOC_250014)

1. [Minutes 24](#_TOC_250013)

[SECRETARY 24](#_TOC_250012)

1. [Appointment and Tenure 24](#_TOC_250011)

[BY-LAWS 24](#_TOC_250010)

[EXECUTION OF DOCUMENTS 24](#_TOC_250009)

1. [Execution of Documents 25](#_TOC_250008)

[ACCOUNTS AND INSPECTION OF RECORDS 25](#_TOC_250007)

1. [Accounts and Inspection 25](#_TOC_250006)
2. [Service of Notices 26](#_TOC_250005)

[WINDING UP 26](#_TOC_250004)

1. Winding Up 26

[INDEMNITY 27](#_TOC_250003)

1. [Indemnity 27](#_TOC_250002)
2. [Payment of Indemnity Policy Premium 27](#_TOC_250001)
3. [Indemnity to Continue 28](#_TOC_250000)

### Name of the Church

The name of the Church is Siasi Uēsiliana Tau’atāina ‘o Tonga ‘I Aositelelia

### Type of Company

1. The Church is a not-for-profit public company limited by guarantee.
2. Subject to this Constitution, each person who is a Worshipper and each person who was a Worshipper during the year ending on the day of the commencement of the winding up of the Church, undertakes to contribute to the property of the Church for:
   1. payment of debts and liabilities of the Church;
   2. payment of the costs, charges and expenses of winding up; and
   3. any adjustment of the rights of the contributories among Worshippers.
3. The amount that each Worshipper or past Worshipper is liable to contribute is limited to $1.00.

### Replaceable Rules

This Constitution displaces the Replaceable Rules to the extent that it is inconsistent with any Replaceable Rules.

### Definitions and Interpretation

##### Definitions

In this Constitution, unless there is something in the subject or context which is inconsistent:

1. **ACNC** means Australian Charities and Not-for-profits Commission.
2. **ACNC Act** means *Australian Charities and Not-for-Profits Commission Act 2012*

(Cth).

1. **ACNC Regulation** means *Australian Charities and Not-for-profits Commission Amendment Regulation 2013* (Cth).
2. **Affiliate Worshipper** means a Worshipper in the class of Worshipper referred to in **clause 7(b)**.
3. **AGM** ( Fakataha Lahi ae VaheFonua) means annual general meeting.
4. **Alternate Director** means a person who sits on the Board in lieu of a Director in the event that the Director cannot attend a meeting.
5. **Annual Fee** means the annual fee referred to in **clause 10.2**.
6. **Appointed Director** (Talekita Tuu’tuni’I mei Siasi Uēsiliana Tau’atiāna ‘o Tonga ‘I Tongatapu Konifelenisi Kakato pe koe ui mai mei Tonga) means a person appointed as a Director pursuant to **clause 29.3**
7. **Board** means the board of Directors of the Church.
8. **Business Day** means a day that is not a Saturday, Sunday or public holiday in New South Wales.
9. **By-Laws** means the by-laws adopted and amended by the Board from time to time in accordance with **clause 49**.
10. **Chair** means a person appointed to that position pursuant to **clause 29.7** and includes any assistant or acting Chair under this Constitution.
11. **Chairperson** means the person holding that office under **clause 18** and **clause 42**, and includes any assistant or acting Chairperson under this Constitution.
12. **Church** means Siasi Uēsiliana Tau’atāina ‘o Tonga ‘i Aositelelia. (ACN 607 984 243).
13. **Committee** means a committee established in accordance with **clause 45**.
14. **Connexial & Public Officer** ( Sekelitali Fetu’utaki/Ofisa Fetu’utaki ae Vahefonua Aositelelia) means the person elected to that position pursuant to **clause 29.4(a)(ii)**, having such duties as are determined by the Board from time to time.
15. **Constitution** means this constitution as amended or supplemented from time to time.
16. **Co-opted Director** means a person appointed as a Director pursuant to **clause 29.5**.
17. **Corporations Act** means *Corporations Act* 2001 (Cth).
18. **Council Committee** (Komiti Fale’i) means the Committee formed pursuant to

##### clause 45(a)(ii).

1. **Director** means any person holding the position of a director of the Church (and includes Appointed Directors, Co-opted Directors and Elected Directors) and **Directors** means the directors for the time being of the Church or, as the context permits, such number of them as has authority to act for the Church.
2. **Director Present** means in connection with a Board meeting, a Director being present in person or pursuant to **clause 40(d)**.
3. **Disciplinary Committee** means the committee established under **clause 12.2(a)**.
4. **District Church** (Siasi Uēsiliana Tau’atāina ‘o Tonga ‘i Aositelelia Vahefonua Aositelelia) means a district church of the Free Wesleyan Church situated within Australia.
5. **District Secretary** (Sekelitali ae Siasi Uēsiliana Tau’atāina ‘O Tonga Vahefonua Aositelelia )means the person elected to that position pursuant to **clause 29.4(a)(i)**, having such duties as are determined by the Board from time to time.
6. **District Steward** ( Setuata Lahi ae Siasi Uēsiliana Tau’atāina ‘o Tonga ‘i Aositelelia )means the person elected to that position pursuant to **clause 29.4(a)(iii)**, having such duties as are determined by the Board from time to time.

**(aa) Elected Director** ( Talekita Fili ae Vahefonua Aositelelia )means a person elected as a Director pursuant to **clause 29.4**.

**(bb) Executive Committee** ( Komiti Talasiti Lahi ae Vahefonua Aositelelia)means the Committee formed pursuant to **clause 45(a)(i)**.

**(cc) Financial Committee** ( Komiti Pa’anga)means the Committee formed pursuant to **clause 45(a)(iii)**.

**(dd) Financial Secretary** (Sekelitali Pa’anga ae VaheFonua Aositelelia) means the person elected to that position pursuant to **clause 29.4(a)(iv)**, having such duties as are determined by the Board from time to time.

**(ee) Objects** mean the objects of the Church as set out in **clause 5.1**. **(ff) Office** means the registered office for the time being of the Church.

**(gg) Office Bearer** means a person holding any of the offices specified in **clause 29.7**.

**(hh) Officer** has the same meaning as given to that term in section 9 of the Corporations Act.

**(ii) Public Fund** ( Tala ‘o Save Trust ) means the public fund established for the principal purpose of the promotion of Tongan music, performing art and visual art.

**(jj) Quarterly Levy** ( Mea’ofa faka’Kuata) means the quarterly levy described in

##### clause 10.2.

**(kk) Register** means the register of Worshippers, who are members for the purposes of the Corporations Act, to be kept pursuant to the Corporations Act.

**(ll) Replaceable Rules** means the replaceable rules applicable to a public company limited by guarantee set out in the Corporations Act.

**(mm) Secretary** means the person appointed as the secretary of the Church and includes any assistant or acting secretary.

**(nn) Special Resolution** has the meaning given to it by the Corporations Act.

**(oo) Tongan Church** means Free Weslyan Church of Tonga in Tonga ,or Siasi Uēsiliana Tau’atāina ‘o Tonga ‘i Tongatapu, the Tongan company incorporated under [insert] with the registration number [insert].

**(pp) Trust Deed** means the trust deed setting up the Public Fund.

**(qq) Voting Worshipper** means a Worshipper in the class of Worshipper referred to in **clause 7(a)**.

**(rr) Worshipper** means a member of the Church for the purposes of the Corporations Act pursuant to **clause 6** and **clause 7** (and includes both Voting Worshippers and Affiliate Worshippers).

**(ss) Worshipper Present** means in connection with a meeting of Worshippers, a Voting Worshipper being present in person.

**(tt) Worshipper’s Guarantee Amount** means the amount referred to in **clause 2(c)**.

##### Interpretation

In this Constitution, unless there is something in the subject or context which is inconsistent:

* + 1. the singular includes the plural and vice versa;
    2. each gender includes the other two genders;
    3. the word Person means a natural person and any partnership, association,

Body or entity whether incorporated or not;

* + 1. the words writing and written include any other mode of representing or Reproducing words, figures, drawings or symbols in a visible form;
    2. where any words or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
    3. a reference to any clause or schedule is to a clause or schedule of this Constitution;
    4. a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it.
    5. an expression used in a particular Part or Division of the Corporations Act that is given by that Part or Division a special meaning for the purposes of that Part or Division has, unless the contrary intention appears, in any clause that deals with a matter dealt with by the Part or division the same meaning as in that Part or Division; and
    6. headings do not form part of or affect the construction or interpretation of this Constitution.

### Objects

##### Objects

* + 1. The Church is a charitable institution established for the advancement of religion and Tongan culture. The Church will achieve its object by:
       1. Promoting religion and upholding Christianity and Christian teaching of the Holy Bible or the Scriptures.
       2. Establishing congregations of, and conducting the affairs of, the Free Wesleyan Church of Tonga within Australia;
       3. Providing a place for worship, facilities, spiritual and pastoral leadership for members of the Free Wesleyan Church of Tonga who reside in Australia, and for the community generally, and to enable and support other Christian Churches;
       4. Facilitating educational,spiritual and cultural programs for the promotion and inclusion of the continuance of traditional family,religious and social customs,beliefs and practices of the Free Wesleyan Church of Tonga;
       5. Acting as a cultural centre for the Tongan migrant community and the community at large, ensuring provision of religious services, funeral services, marriages, meetings,baptisms,family issues or any relevant

forum to facilitate the need for the practice of religious beliefs, social customs, practices and cultural norms;

* + - 1. Acting as trustee of a Public Fund;
      2. Apply for financial Loan providing it is approved by these Committees:
      3. Approved by Financial Committee ( Komiti Pa’anga ) Council Committee ( Komiti Fale’I ) Quarterly Meeting ( Fakataha Kuata ) Conference Committee of the Free Weslyan Church of Tonga in Tongatapu (Komiti Konifelenisi )
      4. Fostering productive relationships with the wider community, be it local, state, national or international level: and
      5. Anything ancillary to the objects referred to in clauses 5.1(a)(i) to 5.1(a)(vii).
    1. The Church can only exercise the powers in section 124(1) of the Corporations Act to:
       1. Carry out the objects of the Church;and
       2. Do all things incidental or convenient in relation to the exercise of power under clause 5.1(b)(i).

##### Income and Property

* + 1. This clause 5.2 is subject to any further requirements imposed by the Trust Deed regarding the income and property of the Public Fund.
    2. The income and property of the Church will only be applied towards the promotion of the Objects of the Church.
    3. No income or property of the Church will be paid, transferred or distributed, directly or indirectly, by way of dividend, bonus or otherwise to any Worshipper of the Church. However nothing in this Constitution will prevent payment in good faith to a Worshipper.
       1. In return for any services rendered or goods supplied in the ordinary and usual course of business to the Church;
       2. Of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent to the Church; or
       3. Of reasonable and proper rent for premises leased by any Worshipper to the Church.

##### Remuneration of Directors

No payment shall be made to any Director (except any executive Director in their capacity as an employee of the Church) other than the payment:

* + 1. Of out of pocket expenses incurred by the Director in the performance of any duty as a Director where the amount payable does not exceed an amount previously approved by the Board; and
    2. For any service rendered to the Church by the director in a professional or technical capacity, other than in the capacity as Director, where the provision of the service has the prior approval of the Board and where the amount payable is approved by the Board and is not more than an amount which commercially would be reasonable for the service.

##### Borrowing of Funds

Permitted to borrow funds from any Financial Institution in Australia or Overseas providing it has been approved from these said Church Committees.

1. Financial Committee ( Komiti Pa’anga)
2. Council Committee ( Komiti Fale’i)
3. Quarterly Meeting ( Fakataha Kuata)
4. Board of Directors
5. Conference Committee ( Komiti Konifelenisi)
   1. Subject to the approval of the Financial Institution and that the church meets the Financial Institution Criteria.

##### WORSHIPPERS

1. **Admission as Worshippers**

##### Eligibility for Admission as Worshippers

Any individual person is entitled to become a Worshipper if the person:

* + 1. agrees to assume the liability to pay the Worshipper's Guarantee Amount;
    2. satisfies the criteria for the relevant class of Worshipper in accordance with

##### clause 7;

* + 1. supports the Objects of the Church and agrees to comply with the terms of:
       1. this Constitution;
       2. the Konisitutone ‘oe Siasi Uēsiliana Tau’atāaina ‘o Tonga ‘i Tongatapu PAAKI 2005 and
       3. and any code of conduct which the Board may produce from time to time;
    2. is, in the Board’s opinion, of good character; and
    3. lodges an application form in accordance with **clause 8**.

##### Benefits

* + 1. Each Voting Worshipper will be entitled to vote at all general meetings.
    2. In addition to each Voting Worshipper being entitled to vote at all general meetings, the Board will determine from time to time what additional benefits shall attach to being a Worshipper.

### Classes of Worshipper

There shall be the following classes of Worshipper:

##### Voting Worshippers

Voting Worshippers Shall:

* 1. be natural persons;
  2. hold a leadership role within a District Church as a Lotu Fehu’i and Malanga;
  3. support the Objects; and
  4. be entitled to vote.

##### Affiliate Worshippers

Affiliate Worshippers shall:

* 1. Be natural persons;
  2. Be participants in the Free Wesleyan Church;
  3. Support the Objects; and
  4. Not be entitled to vote

##### The Board may determine

from time to time additional qualifications for admission to each class of Worshipper and the rights attached to each class of Worshipper.

### Applications for Admission as a Worshipper

##### Applications for Admission as a Worshipper

1. An application for admission as a Worshipper of the Church shall:
   1. be made in writing in the form prescribed by the Board from time to time;
   2. specify the category of Worshipper being applied for by the applicant;
   3. include a signature, or equivalent acknowledgement by the applicant acknowledging that the applicant agrees to be bound by the Constitution of the Church as amended from time to time; and
   4. be lodged with the Secretary.
2. As soon as practicable after receiving an application for admission as a Worshipper, the Secretary shall refer the application to the Board which is to determine whether to approve or reject the B application.
3. As soon as practicable after the Board makes that determination the Secretary shall:
   1. notify the applicant, in writing, that the Board approved or rejected the application (whichever is applicable); and
   2. if the Board approved the application, enter the applicant’s name and class of Worshipper (which is a class of membership for the purposes of the Corporations Act) in the Register and, subject to the Corporations Act, the person becomes a Worshipper on the name being so entered.
4. . If the Board determines under **clause 8.1(b)** to reject an application for admission as a Worshipper, the Secretary shall serve the applicant with a notice in writing setting out the determination of the Board. The Board is not required to provide any reasons for its decision.

### Worshipper Entitlements Not Transferable

A right, privilege or obligation which a person has by reason of being a Worshipper:

1. is not capable of being transferred or transmitted to another person; and
2. terminates on cessation of the person’s being a Worshipper.

### Contributions

##### Entrance Fee

There shall be no entrance fee payable by any applicant for admission as a Worshipper to the Church.

##### Quarterly Levies and Annual Fee

1. Every financial year, the Board shall determine the amount of a Quarterly Levy and an Annual Fee to request from each Voting Worshipper as a donation to the Church.
2. The Quarterly Levy shall be requested from Worshippers every three (3) months from the beginning of each financial year, and the Annual Fee will be requested from Worshippers at the beginning of each financial year.
3. The Board shall determine the amount of the Quarterly Levy and the Annual Fee based on the:
   1. yearly budget; and
   2. amount that it believes the Church needs to raise in order to meet all of its operating costs (including satisfying all of its debts as and when

they fall due), taking into consideration that some Voting Worshippers may not pay the Quarterly Levy and/or the Annual Fee.

1. Voting Worshippers agree that they will attempt to pay the Quarterly Levy and the Annual Fee where doing so will not put them in financial hardship.
2. Payment of the Quarterly Levy and the Annual Fee is not mandatory.
3. If Voting Worshippers determine not to pay the Quarterly Levy and/or Annual Fee, then they must discuss the reasons with a Director.

### Cessation as Worshipper

1. A Worshipper will cease to be a Worshipper:
   1. on the date that the Secretary receives written notice of resignation from that Worshipper or it is confirmed from the Quarterly meeting ( Fakataha Kuata )
   2. upon that Worshipper dying;
   3. Upon that Worshipper no longer satisfying the criteria for its respective class of Worshipper ( unless transferred to another class of Worshipper by the Board);
   4. if the church in general meeting resolves by special Resolution to terminate the status as a Worshipper of a Worshipper whose conduct or circumstances in the opinion of the Church renders it undesirable that that Worshipper continue to be a Worshipper of the Church. The Worshipper shall be given at least twenty one (21) days’ notice of the proposed resolution and shall be given the opportunity to be heard at the meeting at which the resolution is proposed.
2. A Worshipper may at any time, pursuant to **clause 11 (a)(i),** resign as a Worshipper but shall continue to be liable for;
   1. any monies due by the Worshipper to the Church; and
   2. any sum for which the Worshipper is liable as a Worshipper of the Church under clause 2(b).
3. In the event that there is only one Voting Worshipper of the Church and that Voting Worshipper ceases to be a Voting Worshipper pursuant to clause 11(a), the Board may admit a new Voting Worshipper pursuant to clause 11(a), the Board may admit a new Voting Worshipper to the Church, the choice of that new Voting Worshipper being within the full and unfettered discretion of the Board.

##### Disciplining of Worshipper

##### Disciplining of Worshippers

* + 1. Where the Board is of the opinion that a Worshipper has:
       1. persistently refused or neglected to comply with a provision or provisions of this Constitution or any code of conduct;
       2. persistently and wilfully acted in a manner prejudicial to the interests of the Church, the Board may:
       3. suspend the Worshipper’s right to participate in Committees pursuant to

clause 45.

* + 1. A resolution of the Board pursuant to clause 12.1(a) is on no effect unless the Board confirms the resolution in accordance with this clause 12.1(b) at a Board meeting held not earlier than fourteen (14) days and not later than twenty-eight (28) days after service on the Worshipper of a notice pursuant to clause 12.1(c).
    2. If the Board resolves under clause 12.1 to discipline any Worshipper, the Secretary shall serve the Worshipper with a notice in writing:

1. setting out the resolution of the Board and the grounds upon which it is

based;

1. stating that the Worshipper may address the Board at a Board meeting to

be held not earlier than fourteen (14) days and not later than twenty eight (28) days after service of the notice;

following:

1. stating the date, place and time of that meeting: and
2. Informing the Worshipper that the Worshipper may do either or both of the
   1. Attend and speak at that meeting:
   2. Submit to the board at or prior to the date of the meeting, written representations relating to the resolution
   3. If either (a) or (b) has not been act upon by the Worshipper the Board can determine to favour all votes.
      1. At a meeting of the Board held as referred to in **clause 12.1(c)** the Board shall:
3. Give the Worshipper an opportunity to make oral representations;
4. Give due consideration to any written representations submitted to the Board by the Worshipper at or prior to the Board meeting; and
5. By a resolution of at least seventy-five per cent (75%) of the Directors participating in the Board meeting, determine whether to confirm or to revoke the resolution.
   * 1. The Worshipper shall be notified in writing of the decision of the Board within seven

(7) days. If the Board resolves to confirm the resolution under **clause 12.1 (a),** the Worshipper shall also be notified of the right of appeal available under **clause 12.2**.

(f ) A resolution confirmed by the Board under **clause 12.1(d)** does not take effect:

1. Until the expiration of the period within which the Worshipper is entitled to appeal against the resolution where the Worshipper does not exercise the right of appeal within that period; and
2. Where, with that period, the Worshipper exercises the right of appeal unless and until the Disciplinary Committee confirms the resolution pursuant to **clause 12.2 (d)(ii).**

##### Right of Appeal of Disciplined Worshipper

* + 1. The Board will establish a committee for the purpose of conducting disciplinary proceedings against a Worshipper. The Disciplinary Committee will comprise of an independent panel of three experts, all chosen by the Board. The experts will be chosen based upon the nature of the alleged misconduct by the Worshipper. The Disciplinary Committee may seek advice from any relevant source.
    2. A Worshipper may appeal to the Disciplinary Committee against a resolution of the Board, which is confirmed under **clause 12.1(d).** Within notice of such an appeal shall be lodged with the Secretary within seven (7) days of service of the notice required under clause **12.1(e ).**
    3. Within thirty-five (35) days after receipt of a notice of appeal from the Worshipper pursuant to **clause 12.2(b),** the Disciplinary Committee shall convene a meeting.
    4. At the Disciplinary Committee meeting convened under **clause 12.2(c):**

1. the Worshipper shall be given the opportunity to state their case orally or in writing, or both using any technology (reasonably available to the Board) that gives the Worshipper a reasonable opportunity to do so; and
2. the Disciplinary Committee shall vote by ballot on the question of whether the resolution will be confirmed.
   * 1. The Disciplinary Committee’s decision pursuant to **clause 12.2(d)(ii)** is final. The Worshipper is not entitled to appeal the Disciplinary Committee’s decision.

(f ) The Worshipper the subject of these disciplinary procedures is entitled to:

(i) subject to **clause 12.2(f)(ii),** bring a support person to any meeting with the Disciplinary Committee or the Board, which meetings are being held pursuant to this **clause 12;** and

(ii ) if the support person is legally qualified, the Worshipper shall notify the Disciplinary Committee or the Board (as the case may be ) at least five (5) Business Days before the meeting that the support person attending the meeting will be legally qualified.

(g ) Natural justice will be applied during every disciplinary process under this clause 12, requiring the Board and Disciplinary Committee to act fairly, in good faith and without bias or conflict of interest when making its decision.

### Resolution of Disputes Between Worshippers

1. Disputes between Worshippers (in their capacity as Worshippers), including disputes relating to fundraising issues, shall be referred to the Board which shall take steps to resolve the dispute.
2. If a dispute so referred is not resolved to the satisfaction of any party to the dispute within thirty (30) days of its being referred, then that party may refer the dispute to mediation before a mediator appointed by mutual agreement of the parties.
3. Failing agreement by the parties to the appointment of a mediator within fourteen (14) days of a party notifying the other party of its intention to refer the dispute to mediation, the appointment of the mediator shall be made by the President of the Law Society of New South Wales.
4. The costs of the mediator appointed pursuant to **clause 13(b)** or **clause 13(c)** (as the case may be) shall be shared equally between the Worshippers party to the dispute.
5. At least seven (7) days before a mediation session established by a mediator appointed pursuant to **clause 13(b) or clause 13(c)** ( as the case may be ) is to commence, the parties to the dispute are to exchange statements of the issues that are in dispute between them and supply copies to the mediator.

## GENERAL MEETINGS

### Convening of General Meetings

##### AGMs ( Fakataha ae VaheFonua Aositelelia )

Notwithstanding section 111L of the Corporations Act:

* + 1. in the event that the Board wishes to do so, it may convene an AGM; and
    2. any AGM which is convened must be done so in accordance with the requirements of the Corporations Act.

##### Convening of General Meetings

1. Any two (2) Directors may, whenever those Directors think fit, convene a general meeting of the Church.
2. Notwithstanding section 111L of the Corporations Act:
   1. the Worshippers may call a general meeting; and
   2. the Church will do so,

in accordance with the provisions of Part 2G.2 of the Corporations Act pertaining to the rights of Worshippers to call a general meeting.

1. A general meeting of the Church may be convened at two (2) or more venues using any technology that gives the Worshippers a reasonable opportunity to participate in the meeting.

### Notice of General Meeting

1. Notwithstanding section 111L of the Corporations Act:
   1. subject to **clause 15(a)(ii)**, at least twenty-one (21) days’ notice of any general meeting must be given specifying:
      1. the place, day and hour of the meeting;
      2. the general nature of any business to be transacted at the meeting;
      3. if a Special Resolution is to be proposed, the details of and intention to propose it;
      4. if the meeting is to be held in two or more places, the technology that will be used to facilitate this; and
      5. any other information required by the Corporations Act; and
   2. fewer than twenty-one (21) days’ notice may be given of a general meeting in accordance with section 249H of the Corporations Act.
2. The accidental omission to give notice of any general meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice will not invalidate the proceedings at or any resolution passed at the meeting.
3. Subject to **clause 15(b)**, notice of every general meeting shall be given in any manner authorised by this Constitution to:
   1. every Worshipper;
   2. every Director; and
   3. the auditor for the time being of the Church (if any).

### Cancellation or Postponement of General Meeting

1. Subject to the provisions of the Corporations Act and this Constitution the Board may cancel a general meeting of the Church:
   1. convened by the Board; or
   2. which has been convened by a Worshipper or Worshippers pursuant to **clause 14.2(b)** upon receipt by the Church of a written notice withdrawing the requisition signed by that Worshipper or those Worshippers.
2. The Board may postpone a general meeting or change the venue at which it is to be held. No business shall be transacted at any postponed meeting other than the business stated in the notice to the Worshippers relating to the original meeting.
3. Where any general meeting is cancelled or postponed or the venue for a general meeting is changed:
   1. the Board shall endeavour to notify each person entitled to receive notice of the meeting of the cancellation, the change of venue or the postponement of the meeting by any means permitted by this Constitution and in the case of the postponement of a meeting, the new place, date and time for the meeting; and
   2. any failure to notify any person entitled to receive notice of the meeting or failure of a person to receive a notice shall not affect the validity of the cancellation, the change of venue or the postponement of the meeting.

## PROCEEDINGS AT GENERAL MEETINGS

### Quorum

1. No business may be transacted at any general meeting unless there is a quorum of Worshippers Present at all times during the meeting.
2. Worshippers Present who represent at least one half (1/2) of all Voting Worshippers shall constitute a quorum for all general meetings.
3. If within sixty (60) minutes after the time appointed for holding a general meeting a quorum is not present:
   1. the meeting, if convened upon the requisition of Worshippers, shall be dissolved;
   2. in any other case:
      1. it will stand adjourned to such other day time and place as the Board may by notice to the Worshippers appoint; and
      2. if at such adjourned meeting a quorum is not present within sixty

(60) minutes after the time appointed for the holding of the meeting, the meeting shall be dissolved.

### Chairperson of General Meetings

1. The Chair shall preside as Chairperson at each general meeting.
2. Where a general meeting is held and:
   1. there is no Chair; or:
   2. the Chair is not present within sixty (60) minutes after the time appointed for the holding of the meeting or, if present, is unwilling to act as Chairperson of the meeting,

then the following person shall be Chairperson in lieu of the Chair in the order of availability set out below, so long as that person is a Minister of religion:

* 1. a Voting Worshipper chosen by the Chair;
  2. a Voting Worshipper chosen by a majority of the Directors present at the meeting; and
  3. a Voting Worshipper chosen by a majority of the Worshippers Present.

1. The rulings of the Chairperson of a general meeting on all matters relating to the order of business, procedure and conduct of the meeting shall be final and no motion of dissent from such rulings shall be accepted.

### Adjournments

1. The Chairperson of a general meeting at which a quorum is present:
   1. may adjourn a meeting with the consent of the meeting; and
   2. shall adjourn the meeting if the meeting so directs; to a time and place as determined.
2. No business may be transacted at any adjourned general meeting other than the business left unfinished at the meeting from which the adjournment took place.
3. A resolution passed at a meeting resumed after an adjournment is passed on the day it was passed.
4. It is not necessary to give any notice of an adjournment of a general meeting or of the business to be transacted at the adjourned meeting except if the meeting is adjourned for thirty (30) days or more in which case notice of the adjourned meeting shall be given as in the case of an original meeting.

### Determination of Questions

1. At any general meeting a resolution to be considered at the meeting shall be decided on a show of hands unless a poll is demanded by:
   1. the Chairperson; or
   2. at least two (2) Worshippers Present.
2. A declaration by the Chairperson of the result of a vote on a resolution by a show of hands and an entry to that effect contained in the minutes of the proceedings of the Church which has been signed by the Chairperson of the meeting or the next succeeding meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

### Polls

1. A poll may be demanded:
   1. before a vote on a resolution is taken;
   2. before the voting results on a show of hands are declared; or
   3. immediately after the voting results on a show of hands are declared.
2. If a poll is demanded it shall be taken in such manner and at such time and place as the Chairperson directs subject to **clause 21(e)**.
3. The result of the poll shall be taken to be the resolution of the meeting at which the poll was demanded.
4. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
5. A poll demanded on the election of a Chairperson or any question of adjournment of the meeting shall be taken immediately.
6. The demand for a poll may be withdrawn.

### Voting Rights

i. A Voting Worshipper has one (1) vote, both on a show of hands and a poll.

### Disqualification

No person other than a Voting Worshipper shall be entitled to a vote at a general meeting.

### Objection to Qualification to Vote

i. Any challenge as to the qualification of a person to vote at a general meeting or the validity of any vote tendered may only be raised at the meeting and shall be determined by the Chairperson whose decision shall be final and conclusive and a vote allowed by the Chairperson shall be valid for all purposes.

### Persons of Unsound Mind and Minors

1. A Voting Worshipper:
   1. of unsound mind; or
   2. whose person or estate is liable to be dealt with in any way under the law relating to mental health; or
   3. who is a minor,

may vote whether on a show of hands or on a poll by that Voting Worshipper’s committee or by such other person as properly has the management or guardianship of that Voting Worshipper’s estate or by the public trustee (as the case may be).

1. Any person having the right of management or guardianship of the person or estate in respect of a Voting Worshipper as referred to in **clause 25(a)** shall not exercise any of the rights conferred under that clause unless and until the person has provided to the Board satisfactory evidence of the appointment of the person accordingly.

### Casting Vote

i. In the case of an equality of votes whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands is taken or at which the poll is demanded is entitled to a casting vote in addition to a deliberative vote.

### Right of Non-Worshippers to Attend General Meeting

1. The Chairperson of a general meeting may invite any person who is not a Worshipper to attend and address a meeting.
2. Any auditor and any Director of the Church shall be entitled to attend and address a general meeting.

## PROXIES

### No Right to Appoint Proxies

A Worshipper is not permitted to appoint any proxy to attend and/or vote for that Worshipper at any general meeting.

## APPOINTMENT AND REMOVAL OF DIRECTORS

### Number and Appointment of Directors

##### Number of Directors

1. The Board of Directors shall consist of not fewer than seven (7) and not more than nine (9) persons.
2. Subject to section 201P of the Corporations Act, the Board may by resolution vary the number of Directors holding office from that referred to in **clause 29.1(a)**.

##### Constitution of Board

The Board shall consist of:

1. ~~three (3)~~ six (6) Appointed Directors (subject to **clause 29.3(c)**);
2. ~~four (4)~~ one (1) Elected Directors; and
3. up to two (2) Co-opted Directors appointed by the Board from time to time (the number to be determined by the Board from time to time);

provided that the total number of Directors does not exceed the maximum fixed by **clause 29.1**.

##### Appointed Directors

1. The individuals holding the following three (3) offices shall be the Appointed Directors:
   1. President of the Free Wesleyan Church of Tonga;
   2. Secretary of the Free Wesleyan Church of Tonga; and
   3. Superintendent Minister of the Siasi Uesiliana Tau’ataina ‘o Tonga ‘i Aositelelia.
   4. Deputy Superintendent Minister of the Siasi Uesiliana Tau’ataina ‘o Tonga ‘I ‘Aositelelia
   5. Financial Secretary
   6. District Secretary and (Public Officer)
2. An Appointed Director may be, but need not be, a Worshipper.
3. If an Appointed Director is removed pursuant to clause 203D of the Corporations Act, that position shall remain vacant until a new individual is appointed to the relevant office as referred to in **clause 29.3(a)(i)**, **clause 29.3(a)(ii)** or **clause 29.3(a)(iii),** as the case may be.
4. If an Appointed Director no longer holds the relevant position as referred to in **clause 29.3(a)(i)**, **clause 29.3(a)(ii)** or **clause 29.3(a)(iii)**, that person shall immediately cease to be an Appointed Director and the new person holding the relevant position referred to in **clause 29.3(a)(i)**, **clause 29.3(a)(ii)** or **clause 29.3(a)(iii)** shall become the Appointed Director in lieu of the Appointed Director who vacated.

##### Elected Director~~s~~

1. ~~Each of~~ The ~~four (4)~~ one (1) Elected Director~~s~~ shall hold ~~one of~~ the following position~~s~~:
   1. ~~District Secretary;~~
   2. ~~Connexial & Public Officer;~~
   3. District Steward~~; and~~
   4. ~~Financial Secretary.~~
2. Nominations of candidates for election as Elected Director~~s~~:
   1. shall be in writing in a form prescribed by the Board signed by two (2) Voting Worshippers, specifying for which of the four (4) offices set out in **clause 29.4(a)** the person is being nominated and be accompanied by the written consent of the nominee (which may be endorsed on the nomination);
   2. shall be delivered to the Secretary (or other person authorised by the Board for the purpose) not later than close of business two (2) Business Days before the day fixed for the holding of the AGM or other general meeting at which the election is to take place; and
   3. must be approved by the Chairperson of the AGM or other general meeting at which the election is to take place in order to be accepted. The Chairperson may choose not to accept any nomination in his or her sole discretion.
3. If insufficient nominations are received to fill all positions set out in **clause 29.4(a)** on the Board which are to be filled at the election, further nominations shall be received at the meeting at which the election is to take place. Those further nominations must be approved by the Chairperson in order to be accepted. The Chairperson may choose not to accept any nomination in his or her sole discretion.
4. If insufficient further nominations are received, any unfilled positions remaining on the Board shall be deemed to be casual vacancies.
5. If only one nomination is received for a particular position set out in **clause 29.4(a)**, the person nominated shall be taken to be elected.
6. If the number of nominations received for a particular position set out in **clause 29.4(a)**, exceeds one (1), a ballot shall be held.
7. An Elected Director needs to be a Voting Worshipper at all times that he or she is holding office as an Elected Director.

##### Co-Opted Directors

1. The Board may appoint Co-Opted Directors to the Board at any time to fill the positions provided for in **clause 29.2(c)**.
2. A Co-Opted Director shall be a person who will bring skills and experience to the Board to enable the Board to advance the Objects.
3. A Co-Opted Director may be, but need not be, a Worshipper.

##### Term

1. Elected Director~~s~~ shall hold office for a term of one (1) year, but shall be eligible for re-election, subject to **clause 29.6(c)**.
2. Co-opted Directors shall hold office for a term of up to one (1) year, but shall be eligible for reappointment for further terms of up to one (1) year each, subject to **clause 29.6(c)**.
3. ~~Elected Directors shall not hold office for more than five (5) consecutive years, and~~ ~~Co-opted Directors shall not hold office for more than three (3) consecutive years.~~
4. ~~Once an Elected or Co-opted Director has served the maximum term set out in~~ **~~clause 29.6(c)~~**~~, the Director is only eligible for reappointment or re-election to the~~ ~~Board after a period of at least two (2) years has expired since the expiry of the~~ ~~Director’s previous term on the Board.~~
5. Appointed Directors shall hold office for as long as they are in the relevant position set out in **clause 29.3(a)**.

##### Office Bearers

The Appointed Director who is the President of the Free Wesleyan Church of Tonga shall hold the office of Chair for as long as he or she is the President of the Free Wesleyan Church of Tonga.

### General Right to Appoint and Remove Directors

The Board may act despite any vacancy in their body but if the number falls below the minimum fixed in accordance with **clause 29.1** the Board may act:

1. for the purpose of:
   1. increasing the number of Directors to the minimum; or
   2. convening a general meeting; or
2. in emergencies, but for no other purpose.

### Vacation of Office

1. Any Director may resign from office on giving written notice to the Church at the Office of his intention to resign and the resignation shall take effect at the time expressed in the notice (provided the time is not earlier than the date of delivery of the written notice to the Church).
2. The office of a Director shall become vacant if the Director:
   1. dies;
   2. in the case of an Elected Director, ceases to be a Voting Worshipper;
   3. in the case of an Appointed Director, ceases to hold the relevant office referred to in **clause 29.3(a)**;
   4. becomes bankrupt or makes any arrangement or composition with creditors generally;
   5. becomes prohibited from being a director of, or managing, a company by reason of any order made under the Corporations Act;
   6. has been disqualified by the Australian Charities and Not-for-Profits Commissioner, at any time during the preceding twelve (12) months, from being

a responsible entity of a registered entity under section 45.20(4) of the ACNC Regulation;

* 1. becomes of unsound mind or a person whose personal estate is liable to be dealt with in any way under the law relating to mental health;
  2. is removed from office by the Church in general meeting;
  3. resigns by notice in writing to the Church; or
  4. is absent without permission of the Board from three (3) consecutive meetings of the Board, unless the Board resolves that the Director shall not vacate from office.

### Filling of Vacancies on the Board

1. In the event of a casual vacancy occurring on the Board:
   1. in relation to an Appointed Director vacancy, the position shall remain vacant until a new individual is appointed to the relevant position referred to in **clause 29.3(a)**;
   2. in relation to an Elected Director vacancy, the Board shall:
      1. appoint a Voting Worshipper; or
      2. convene a general meeting to elect a Voting Worshipper to fill the vacancy; and
   3. in relation to a Co-opted Director vacancy, the Board may appoint any person in accordance with **clause 29.5(a)**.
   4. Any Director appointed or elected pursuant to **clause 32(a)(ii)** shall hold office for the balance of the term of the vacating Director.
   5. Any Director appointed pursuant to **clause 32(a)(iii)** shall hold office for a full new term pursuant to **clause 29.6(b)**.
   6. Time served under this **clause 32(b)** does not count towards the maximum term set out in **clause 29.6(c)**.

### Acting Office Bearers

1. In the event of a vacancy occurring in the position of Chair, another Appointed Director (elected by the Directors at the next meeting of the Board) who is not Chair, determined by the Board, shall assume office as acting Chair until a new Appointed Director is appointed pursuant to **clause 29.3(a)(i)**.
2. If the Chair is temporarily absent or temporarily unable to perform his or her duties, the Board may authorise another Director to act in the vacant position during the absence or inability of the Chair.

### Alternate Directors

Alternate Directors shall not be permitted.

## POWERS AND DUTIES OF DIRECTORS

### Duties of Directors

1. Each Director is subject to, and must comply at all times with, the duties set out in Governance Standard 5 in section 45.25 of the ACNC Regulation.
2. In accordance with section 45.20 of the ACNC Regulation, the Board will take reasonable steps to ensure that the Board does not at any time include a Director who is disqualified from managing a corporation under the Corporations Act or from being a responsible entity under subsection 45.20(4) of the ACNC Regulation.

### Powers of Directors

1. Apart from those matters set out in **clause 36(b)**, all control, management and conduct of the Church shall be vested in the Board who shall exercise all such powers of the Church as are not by the Corporations Act or by this Constitution required to be exercised in any other manner.
2. If the Board wishes to pass a resolution relating to selling, renting or acquiring land and/or real property, then:
   1. that resolution must be passed by the unanimous consent of all Directors; and
   2. before becoming effective, any resolution referred to in **clause 36(b)(i)** is required to be ratified by Special Resolution of Voting Worshippers at a validly constituted general meeting of the Church in order to be effective.

### Negotiable Instruments

i. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, all requests or arrangements for electronic fund transfers and all receipts for money paid to the Church shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be by two (2) people authorised by resolution of the Board. The Board may authorise:

1. a Director(s);
2. the Secretary; or
3. another staff member of the Church, to sign such instruments.

### Conferment of Powers

1. The Board may from time to time confer upon any Director for the time being or any other person as they may select such of the powers exercisable under this Constitution by the Board as it may think fit for such time and to be exercised for such purposes and on such terms and conditions and with such restrictions as it may think expedient.
2. Powers conferred under this **clause 38** may be exercised concurrently with the powers of the Board in that regard and the Board may from time to time withdraw, revoke or vary all or any of such powers.

## DIRECTORS’ DISCLOSURE OF INTEREST

### Contracts

1. The Church may enter into contracts or arrangements with other companies or bodies in which a Director has an interest, provided it does so according to the usual commercial terms and conditions which apply to such contracts or arrangements.
2. Any interest of a Director shall be dealt with in accordance with the relevant legislation, being either:
   1. the Corporations Act; or
   2. the ACNC Regulation,

which shall include disclosing an interest and having the Secretary record all declarations in the minutes of the relevant meeting.

1. Subject to **clause 39(b)**, a Director who has an interest in a contract or arrangement made by the Church and has disclosed this interest to the Board may:
   1. not be present while the matter is being considered at a meeting;
   2. not vote on the matter;
   3. not be counted in determining whether or not a quorum is present at any meeting of Directors considering that contract or arrangement or proposed contract or arrangement;
   4. not sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement; and
   5. not vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement.
2. A Director’s failure to make disclosure under this **clause 39** does not render void or voidable a contract or arrangement in which the Director has a direct or indirect interest.
3. A general notice given to the Board by a Director that the Director is an Officer, a member of, or otherwise interested in any specified corporation or firm stating the nature and the extent of the Director's interest in the corporation or firm shall, in relation to any matter involving the Church and that corporation or firm after the giving of the notice, be a sufficient disclosure of the Director's interest, provided that the extent of the interest is no greater at the time of first consideration of the relevant matter by the Board than was stated in the notice.

## PROCEEDINGS OF DIRECTORS

### Meetings of Directors

1. The Board may meet together for the despatch of business, adjourn and otherwise regulate their meetings and proceedings as it thinks fit, provided that the Board shall meet not less than four (4) times each calendar year.
2. A Director may at any time, and the Secretary upon the request of a Director shall, convene a meeting of the Board by giving at least twenty-four (24) hours’ notice of

the meeting to all Directors, provided that the Director or Secretary shall have used their best endeavours to ensure that the notice was properly served and received.

1. Notice of a meeting of the Board need not be in writing.
2. Subject to **clause 40(e),** a Board meeting may be convened or held using any technology consented to by a majority of Directors. The consent may be a standing one. A Director may withdraw consent to the use of a particular technology within a reasonable time period before a Board meeting.
3. The particular technology used to convene or hold a Board meeting, pursuant to **clause 40(d)**, shall be available and accessible to all Directors who wish to attend the Board meeting.
4. All resolutions of the Directors passed at a meeting of the Board where a quorum is present but where notice of the meeting has not been given as required to each Director, or any act carried out pursuant to such resolution, shall, provided each Director to whom notice was not given subsequently agrees to waive the same, be as valid as if notice of the meeting had been duly given to all Directors. Attendance by a Director at a meeting of Directors waives any objection which that Director may have to a failure to give notice of the meeting.

### Quorum

1. The quorum necessary for the transaction of the Board’s business is Directors Present who represent a majority of the total number of Directors.
2. A quorum shall be present at all times during the meeting.

### Chairperson of the Board

1. The Chair shall be the Chairperson.
2. The Chairperson shall, if present, preside as Chairperson of every meeting of the Board.
3. If a meeting of Board is held and the Chairperson is:
   1. not present within fifteen (15) minutes after the time appointed for the holding of the meeting; or
   2. if present, does not wish to chair the meeting,

then the following Director shall be Chairperson in lieu of the Chair in the order of availability set out below:

* 1. another Director chosen by the Chair; and
  2. another Director elected by the other Directors Present.

### Voting

1. A resolution of the Board shall be passed by a majority of votes of the Directors present at the meeting who vote on the resolution. A resolution passed by a majority of the votes cast by the Directors will for all purposes be taken to be a determination of the Board.
2. Each Director shall have one (1) vote.
3. In case of an equality of votes at a meeting of the Board, the Chairperson is entitled to a casting vote in addition to a deliberative vote.

### Resolutions by Directors

1. The Board may pass a resolution without a Board meeting being held if all of the total number of Directors sign a document containing a statement that they are in favour of the resolution set out in that document. For this purpose, signatures can be contained in more than one document.
2. A facsimile transmission which is received by the Church and which purports to have been signed by a Director shall for the purposes of this **clause 44** be taken to be in writing and signed by that Director at the time of the receipt of the facsimile transmission by the Church in legible form.
3. An email transmission which is received by the Church and which purports to have been sent by a Director shall for the purposes of this **clause 44** be taken to be in writing and signed by that Director at the time of the receipt of the email transmission by the Church.
4. A vote made by a Director using an online voting platform operated or commissioned by the Church shall for the purposes of this **clause 44** be taken to be in writing and signed by that Director at the time the vote was received by the online voting platform.

### Committee

1. The Board shall form and delegate any of its powers to the following Committees consisting of such Directors and other persons as it thinks fit and may from time to time revoke such delegation:
   1. Executive Committee;
   2. Council Committee;
   3. Financial Committee; and
   4. any other Committees that the Board wishes to form and delegate its powers to from time to time.
2. The Executive Committee shall consider and make recommendations to the Board on all land and property matters for the Church.
3. The Council Committee shall consider and make recommendations to the Board regarding the general upkeep of any churches that are operated by the Church.
4. The Financial Committee shall consider and make recommendations to the Board regarding the expenditure of the Church.
5. The Board has the power to require any Committee to have all decisions made by that Committee ratified by the Board.
6. A Committee shall in exercise of the powers delegated to it conform to any directions and restrictions that may be imposed on it by the Board. A power so exercised shall be taken to be exercised by the Board.
7. The meetings and proceedings of any Committee consisting of more than one person will be governed by the provisions for regulating the meetings and proceedings of the Board contained in this Constitution.
8. A minute of all the proceedings and decisions of every Committee shall be made, entered and signed in the same manner in all respects as minutes of proceedings of the Board are required by the Corporations Act and this Constitution to be made entered and signed. A copy of such Committee minutes shall be tabled at the next Board meeting.

### Validation of Acts of Directors

1. All acts done:
2. at any meeting of the Board; or
3. by any person acting as a Director,
4. shall, even if it is discovered afterwards that there was a defect in the appointment or continuance in office of any such Director or person or that they or any of them were disqualified or were not entitled to vote, be as valid as if every such person had been duly appointed or had continued in office and was duly qualified to be a Director and had been entitled to vote.

## MINUTES

### Minutes

1. Notwithstanding section 111L of the Corporations Act, the Board shall cause minutes to be kept in such a manner as is required by the Corporations Act for the purposes of recording:
   1. the names of the Directors present at each meeting of the Board and of Directors present at each meeting of any Committee;
   2. all orders, resolutions and proceedings of general meetings and of meetings of the Board and of Committees; and
   3. such matters as are required by the Corporations Act to be recorded in the record books of the Church including without limitation all declarations made or notices given by any Director of his interest in any contract or proposed contract or the holding of any office or property whereby any conflict of duty or interest may arise.
2. Such minutes shall be signed by the Chairperson of the meeting, or the Chairperson of the next succeeding meeting and minutes which purport to be signed accordingly shall be received in evidence without any further proof as sufficient evidence that the matters and things recorded by such minutes actually took place or happened as recorded and of the regularity of such matters and things and that the same took place at a meeting duly convened and held.

## SECRETARY

### Appointment and Tenure

1. There shall be at least one Secretary appointed by the Board for a term and on conditions determined by the Board.
2. For the avoidance of doubt, the Secretary may simultaneously be a Director.
3. The Board may remove any Secretary so appointed.

## BY-LAWS

### By-Laws

1. The Board may from time to time make such By-Laws as are in its opinion necessary and desirable for the proper control, administration and management of the Church's affairs, operations, finances, interests, effects and property and to amend and repeal those By-Laws from time to time.
2. A By-Law shall be subject to this Constitution and shall not be inconsistent with any provision contained in this Constitution.
3. When in force, a By-Law is binding on all Worshippers and has the same effect as this Constitution.
4. The Board will adopt such measures as it deems appropriate to bring to the notice of Worshippers all By-Laws, amendments and repeals.

## EXECUTION OF DOCUMENTS

### Execution of Documents

1. Without limiting the manner in which the Church may execute any contract, including as permitted under section 126 of the Corporations Act, the Church may execute any agreement, deed or other document by:
   1. two (2) Directors signing the same; or
   2. one (1) Director and one (1) Secretary signing the same.
2. Nothing in this Constitution requires the Church to execute any agreement, deed or other document under common seal for the same to be effectively executed by the Church.

## ACCOUNTS AND INSPECTION OF RECORDS

### Accounts and Inspection

The Board shall:

1. cause proper financial records to be kept and shall, if required by the ACNC Act or the ACNC Regulation, prepare and distribute copies of the financial reports of the Church and a Directors’ report;
2. where required by the ACNC Act, cause the financial records to be audited or reviewed by a properly qualified auditor or other entity authorised by the ACNC Act; and
3. from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the Church or any of them will be open to the inspection of Worshippers.

### Service of Notices

## NOTICES

1. A notice may be given by the Church to any Worshipper by:
   1. serving it on the Worshipper personally;
   2. sending it by post to the Worshipper or leaving it at the Worshipper's address shown in the Register or otherwise the address supplied by the Worshipper to the Church for the giving of notices;
   3. facsimile to the facsimile number supplied by the Worshipper to the Church for the giving of notices; or
   4. sending it to the electronic address supplied by the Worshipper to the Church for the giving of notices.
2. Any Worshipper who has not left at or sent to the Office his or her place of address for inclusion in the Register as the place at which notices may be given to the Worshipper shall not be entitled to receive any notice.
3. Where a notice is sent by post, service of the notice shall be taken to be effected by properly addressing, prepaying and posting a letter containing the notice and shall be deemed to have been effected on the second day after the date of posting. Service of a notice to a Worshipper outside Australia shall be deemed to have been made in the ordinary course of the post.
4. Where a notice is sent by facsimile or other electronic means, service of the notice shall be taken to be effected by properly addressing and sending the notice and in such case shall be taken to have been effected on the Business Day after it is sent.
5. A notice may be given by the Church to the persons entitled to a share in consequence of the death, lunacy or bankruptcy of a Worshipper by:
   1. service on the Worshipper personally;
   2. sending it by post addressed to the person by name or by the title of the representative of the deceased or lunatic or the assignee of the bankrupt or by any like description at the address, if any, within Australia, supplied for the purpose by the person claiming to be entitled;
   3. by giving the notice in any manner in which the same might have been given if the death, lunacy or bankruptcy had not occurred.
6. Evidence of service of a notice may be established by proving that the envelope containing the notice and stamped appropriately was properly posted and a

certificate given by any Officer of the Church to that effect shall be conclusive evidence of service.

1. **Winding Up**

## WINDING UP

1. This **clause 53** is subject to any further requirements imposed by the Trust Deed regarding the property of the Public Fund.
2. If any surplus remains following the winding up of the Church, the surplus will not be paid to or distributed amongst Worshippers, but will be transferred or distributed to the Tongan Church, so long as the Tongan Church:
   1. is charitable;
   2. has similar objects to the Objects;
   3. a governing document which requires its income and property to be applied in promoting its objects; and
   4. a constitution which prohibits it from paying or distributing its income and property amongst its members to an extent at least as great as imposed on the Church by **clause 5.2(c)**.
3. To the extent that **clause 53(b)** does not apply, if any surplus remains following the winding up of the Church, the surplus will not be paid to or distributed amongst Worshippers, but will be given or transferred to another institution(s) or corporation(s) which has:
   1. objects which are similar to the Objects;
   2. a constitution which requires its income and property to be applied in promoting its objects; and
   3. a constitution which prohibits it from paying or distributing its income and property amongst its members to an extent at least as great as imposed on the Church by **clause 5.2(c)**.
4. The identity of the corporation(s) or institution(s) referred to in **clause 53(c)** is to be determined by the Worshippers in writing at or before the time of dissolution and failing such determination being made, by application to the Supreme Court of New South Wales for determination.

## INDEMNITY

### Indemnity

i. To the extent permitted by law every Officer (and former Officer) of the Church shall be indemnified out of the funds of the Church against all costs, expenses and liabilities incurred as such an Officer or employee (or former Officer or employee). However, no such Officer (or former Officer) shall be indemnified out of the funds of the Church under this clause unless:

1. it is in respect of a liability to another person (other than the Church or a related body corporate to the Church) where the liability to the other person does not arise out of conduct involving a lack of good faith; or
2. it is in respect of a liability for costs and expenses incurred:
   1. in defending proceedings, whether civil or criminal, in which judgment is given in favour of the Officer (or former Officer) or in which the Officer (or former Officer) is acquitted; or
   2. in connection with an application, in relation to such proceedings, in which the court grants relief to the Officer (or former Officer) under the the Corporations Act.

### Payment of Indemnity Policy Premium

1. To the extent permitted by law the Church may at the discretion of the Board enter into and/or pay a premium in respect of a policy of insurance insuring an Officer (or former Officer) of the Church against any liability incurred by such person in that capacity (whether in respect of acts or omissions prior to or after the date of the issue of the policy or both) except for:
   1. a liability arising out of conduct involving a wilful breach of duty in relation to the Church; or
   2. a contravention of governance standard 5 in section 45.25 of the ACNC Regulation.
2. The Board shall have the discretion to approve the terms and conditions of any such policy of insurance.
3. Where an Officer (or former Officer) has the benefit of an indemnity pursuant to an insurance policy in respect of his or her actions or omissions then the Church shall not be required to indemnify the Officer under **clause 54** except to the extent that the indemnity affected by the insurance policy does not fully cover the person’s liability.

### Indemnity to Continue

i. The indemnity granted by the Church contained in **clauses 54** and **55** shall continue in full force and effect notwithstanding the deletion or modification of that clause, in respect of acts and omissions occurring prior to the date of the deletion or modification.

**ii.**

**Annexure A**