

Church Logo

# The Constitution of Open Road Community Church

**ABN 90956265936**

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**A Queensland Baptists Church**



# Constitution of Open Road Community Church

## Contents

1	Definitions.....	3
2	Preliminary .....	4
3	Alteration of Constitution.....	4
4	Charitable Purposes and Not-For-Profit Status.....	5
5	Indemnity .....	6
6	Doctrinal Statement & Ordinances .....	6
7	Funds and Assets .....	7
8	Financial Year .....	7
9	Keeping Financial and Other Records.....	7
10	Contracts .....	8
11	Membership.....	8
12	Register of Members .....	9
13	Members' Access to Documents.....	10
14	The Governance Group .....	10
15	Duties of the Governance Group .....	12
16	Governance Group Meetings .....	14
17	The Pastor(s) and Other Staff .....	15
18	General Meetings of Church Members .....	16
19	Dispute Resolution Process & Disciplining Members.....	20
20	Winding Up .....	21

## 1 Definitions

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In this constitution, the words and phrases listed below have specific meanings as set out in the following definitions and will appear in bold text in the remaining document where the specific meaning applies.

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

**ACNC Act** means Australian Charities and Not-for-profits Commission Act 2012 (Cth) as amended from time to time.

**AGM** means annual general meeting.

**Church** means Open Road Community Church as described in section 2.

**Church Member** means an attendee of the **church** who is eligible to be a **church member** as per section 11 and who has applied for membership and been approved for membership as per the process defined in section 11. Attendees (which include but are not limited to **church members**) will be referred to in the following document by the more general term “member”.

**Ex officio** means a permanent voting member of the group which holds a role by virtue of another position held (e.g. Senior Pastor is an **ex officio** member of the governance group).

**Governance Group** means the **church's** management group who assume the governance and spiritual oversight role at the **church**. The **church** Committee will be considered as the **governance group** of the **church**. (see clause 14.2)

**Governance Group Members** means the members comprising the **governance group**.

**General Meeting** means the meetings of **church members** as described in section 18, consisting of **AGMs** and special general meetings. The **governance group** may convene a special general meeting whenever it thinks fit.

**General Resolution** means a resolution of **church members**:

- of which at least 21 days' notice of the meeting at which it will be considered has been given to **church members**, and
- that is passed at a **general meeting** by 50% or more of the members voting (who are in attendance and eligible to vote), voting in favour of it.

**Purposes** means the charitable purposes of the **church** as described in clause 4.2.

**Queensland Baptists (QB)** means The Baptist Union of Queensland

**Registered Charities** means charities registered with the **ACNC**.

**Special Resolution** means a resolution of **church members**:

- of which at least 14 days' notice of the meeting at which it will be considered has been given to **church members**, and

## Constitution of Open Road Community Church

- that is passed by secret ballot at a **general meeting** by 2/3 or more of the **church members** voting (who are in attendance and eligible to vote), voting in favour of it, and
- that deals with
  - i. constitutional changes (as per clause 3.1),
  - ii. sale, purchase or significant transactions relating to real estate property (as per clause 7.2),
  - iii. pastoral appointments or terminations (as per clauses 17.5, 17.5.2 and 17.5.4) or
  - iv. appointment of governance group members (as per clause 14.4)
  - v. closures including winding up of the church (as per clause 20.1), mergers or partnerships.

## 2 Preliminary

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- 2.1 The name of the church is Open Road Community Church
- 2.2 The **church** is an unincorporated association.
- 2.3 The **church** is established to be, and continue as, a charity, specifically a basic religious charity.>
- 2.4 This constitution is intended to be binding on **church members** and enforceable by courts in Queensland.
- 2.5 This constitution overrides any other constitutions, rules, policies or guidelines that a church may use or adopt with the exception of any local, state or federal laws.
- 2.6 The church voluntarily associates as a member church of **Queensland Baptists**.

## 3 Alteration of Constitution

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- 3.1 Subject to clause 3.2 below, this constitution may be changed, added to, or replaced by a **special resolution** of **church members** at a **general meeting**. This includes a change to the **church's** name.
- 3.2 The **church members** must not pass a **special resolution** that amends these clauses if passing it causes the **church** to no longer be a charity. The exception to this is if the church through a **special resolution** has previously decided to no longer be a registered charity.
- 3.3 Any proposed changes to the constitution will be submitted for review by **Queensland Baptists** before the **church members** approve these changes by **special resolution**. In the case of any amendments being made to these tabled resolutions, these will be communicated back to **Queensland Baptists** as soon as possible after the meeting.

## 4 Charitable Purposes and Not-For-Profit Status

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4.1 The charitable subtype of the church, as defined by the **ACNC**, is **ADVANCING RELIGION**.

### 4.2 Charitable Purposes.

The **church** will **ADVANCE THE CHRISTIAN RELIGION** by pursuing the following charitable purposes:

- i. establishing and operating a church,
- ii. discerning the will of God for this local expression of His church,
- iii. seeking to establish God's kingdom in and through the activities of the **church**,
- iv. offering opportunities for corporate and public worship,
- v. undertaking religious ceremonies such as baptisms, weddings, and funerals.
- vi. providing religious education, such as Sunday school programs,
- vii. nurturing the spiritual development of members and helping them mature in their faith,
- viii. sharing the good news about Jesus with others in the church and community,
- ix. providing information regarding our Christian faith and the activities of the **church** to members and the general public,
- x. seeking to meet the needs of those in the **church** and community by being Jesus' hands and feet,
- xi. providing pastoral care to members, and
- xii. undertaking other activities consistent with the above.

### 4.3 Powers.

The church may do all things that help it to achieve these purposes, in accordance with these clauses.

### 4.4 Not for Profit Status.

- 4.4.1 The **church** and its **governance group** may only do things and use the income and assets of the church (including those held on trust for the **church** or its **purposes**) for these **purposes**.
- 4.4.2 The **church** must operate consistently with legal requirements for **registered charities**.
- 4.4.3 The **church** must not distribute any income or assets, directly or indirectly, to its members.
- 4.4.4 Clause 4.4.3 does not stop the **church** from doing the following things, provided they are done in good faith (fairly and honestly):
  - paying a member for goods or services they have provided or expenses they have properly incurred at fair and reasonable rates or rates more favourable to the **church**, or
  - making a payment or providing a benefit to a member in carrying out the **church's** charitable **purposes**.

## 5 Indemnity

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- 5.1 To the extent possible under law, members (including **governance group members**) should be indemnified out of the assets held for the **church** for any debts or liabilities incurred personally by a member when acting on behalf of the **church**, so long as the member:
- i. was authorised by the church to take that action, and
  - ii. was acting in good faith (fairly and honestly) and in the best interests of the church.
- 5.2 This indemnity is a continuing obligation and is enforceable by a person even if that person is no longer a member of the **church**. This indemnity only applies to the extent that the person is not otherwise entitled to be indemnified and is not actually indemnified by another person (including an insurer under an insurance policy).
- 5.3 To the extent permitted by law, the **governance group** should ensure that provisions are in place to for public liability cover.

## 6 Doctrinal Statement & Ordinances

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- 6.1 It is a fundamental condition of membership that a **church member** affirms belief in the following Doctrinal Statement:
- i. The Divine inspiration and supreme authority of the Old and New Testaments.
  - ii. The existence of one God in three persons - the Father, the Son, and the Holy Spirit.
  - iii. The Deity, Incarnation, and virgin birth of the Lord Jesus Christ, who is the Son of God, the Second Person in the Holy Trinity.
  - iv. The fallen sinful and lost condition of all people.
  - v. The salvation of people from the penalty and power of sin, through the perfect obedience of the Lord Jesus Christ, His atoning death, His resurrection from the dead, His ascension to the right hand of the Father and His unchanging Priesthood.
  - vi. The immediate work of the Holy Spirit in the regeneration of people, in their sanctification and in their preservation to the Heavenly Kingdom of the Lord Jesus Christ.
  - vii. The necessity, in order to obtain salvation, of repentance towards God and of faith in the Lord Jesus Christ.
  - viii. The resurrection of the dead and the final judgement of all people by the Lord Jesus Christ.
  - ix. The two ordinances of the Lord Jesus Christ - namely, Baptism and the Lord's Supper which are of perpetual obligation. Baptism of Believers upon the profession of their Faith in the Lord Jesus Christ and a symbol of the fellowship of the regenerate in His death, burial, and resurrection; the Lord's Supper being a memorial, until He comes, of the sacrifice of the body and the blood of the Lord Jesus Christ.

- 6.2 The **church members** must not pass a **special resolution** that amends this constitution if passing it causes this Doctrinal Statement to be violated.

## 7 Funds and Assets

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- 7.1 The **governance group** must establish policies about the holding and management of funds and assets on behalf of the church or its purposes. These policies must set out who oversees these funds and assets and who can make decisions about them.
- 7.2 The **governance group** will ensure that adequate insurance cover is maintained on the church assets and ministries.
- 7.3 The sale or purchase of any real property of the church, or any significant transactions affecting real property owned or used by the church, shall only be approved by **special resolution** at a **general meeting**.
- 7.4 All real property shall be held in trust by **Queensland Baptists** on behalf of the **church**. The **church members** must not pass a **special resolution** that amends this clause without prior approval of **Queensland Baptists**.
- 7.5 The **church** must satisfy any obligations that apply to the use of assets over which a trust exists including but not limited to the restriction of their use to the furthering of the **purposes** of the **church**.
- 7.6 The **church** can receive funding from:
- i. donations,
  - ii. grants;
  - iii. fundraising;
  - iv. rent;
  - v. interest; and
  - vi. any other lawful sources approved by the governance group that are consistent with furthering the **church's purposes**.

## 8 Financial Year

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- 8.1 The financial year of the **church** is from 1 July to 30 June the next year, unless the **governance group** passes a resolution to change the financial year.

## 9 Keeping Financial and Other Records

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- 9.1 The **church** must make and keep written financial records that:
- i. correctly record and explain the church's transactions and financial position and performance, and
  - ii. enable true and fair financial statements to be prepared and to be audited.
- 9.2 The **church** must also keep written records that correctly record its operations and be able to produce these records if required by law.

- 9.3 The **church** must retain its records for at least seven (7) years (for example financial records), or as otherwise required by the **ACNC Act** or any other laws that may apply (for example child safety records).
- 9.4 The **governance group** must take reasonable steps to ensure that the **church's** records are kept safe.

## 10 Contracts

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- 10.1 As an unincorporated association, the **church** should not enter into substantial contracts in its own name. If the **church** must sign a contract, **Queensland Baptists** shall be asked to sign in place of the **church**, or the church leadership will sign under their personal names and carry the responsibilities and risks.

## 11 Membership

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### 11.1 Eligibility.

An application to become a **church member** can be made by anyone who:

- i. makes a declaration of faith in the risen Lord Jesus Christ for their salvation,
- ii. supports the purposes (section 4) and mission of the **church**,
- iii. believes in the Doctrinal Statement (section 6),
- iv. is baptised according to the Doctrinal Statement (clause 6.1.ix). Consideration may be given to those who apply for membership on a case-by-case basis where their Baptism experience is different from that stated.
- v. agrees to be bound by this constitution,
- vi. has been regularly participating in worship and ministry at the **church** for at least 6 months or is transferring membership from another Baptist church, and
- vii. is over the age of fifteen 15 years (Voting rights will be restricted to **church members** who are fifteen (15) years or older).

### 11.2 Application Process.

- 11.2.1 The **governance group** is solely responsible by a valid resolution for the approving or rejecting of membership applications.
- 11.2.2 The **governance group** will decide on the process for applying, receiving, assessing and approving or rejecting membership applications and will communicate this regularly to members.
- 11.2.3 After a membership application has been approved or rejected, the **governance group** must write to the applicant as soon as possible to tell them whether their application was approved or rejected. If an application is denied, no reason need be given.
- 11.2.4 There shall be no membership fee or joining fee, nor shall there be any compulsory giving including tithes and offerings. All giving to the church is to be done freely.



### 11.3 Church Member Responsibilities.

**Church members** should be active participants in church life, supportive of the church's vision, using their gifts to serve God and others in unity, and be seeking to build healthy and respectful relationships with others in the **church** community.

### 11.4 Church Member Rights.

A **Church member** is entitled:

- 11.4.1 to receive notice of **general meetings** and proposed resolutions in the manner and time prescribed by this Constitution.
- 11.4.2 to submit items of business for consideration at a **general meeting**.
- 11.4.3 to attend, be heard and vote at **general meetings**.
- 11.4.4 to have access to the minutes of **general meetings** and other documents of the **church** to the extent provided under section 13.

### 11.5 Suspension or Termination of Membership.

- 11.5.1 When membership is suspended, a **church member** cannot exercise their members' rights such as voting at a **general meeting**.
- 11.5.2 A person immediately stops being a **church member** if:
  - i. their membership is cancelled under clauses 12.6 or 19.7,
  - ii. they resign by writing to the **governance group**, or
  - iii. they die.

## 12 Register of Members

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12.1 The **church** must maintain a register of **church members**.

#### 12.2 Church members'

- i. name,
- ii. contact details (an email address is sufficient instead of other contact details, if the **governance group** approve this), and
- iii. date of the membership approval

must be entered in the Register of Members when membership is approved. A person becomes a **church member** when their name is entered on the Register of Members.

12.3 **Church members** must notify the **governance group** in writing of any change to their name or contact details.

12.4 The **governance group** must record the date that a person stops being a **church member** in the Register of Members as soon as possible after the person stops being a member.

12.5 If a **church member** requests that access to their details on the Register of Members be restricted, the **governance group** may decide whether access will be restricted and will notify the member of this.

## 12.6 Reviewing the Register of Members.

The **governance group** will review the Register of Members and may at their absolute discretion cancel the membership of **church members** who have:

- i. joined another church,
- ii. moved away permanently, or
- iii. not been regular in attendance of the church worship services or ministries for a period of twelve (12) consecutive months when not prevented by aging, incapacitation, sickness or other duty.

A **church member** whose membership is proposed to be terminated will be notified of the proposed termination and allow 30 days to provide reasons why his or her membership should not be terminated.

## 13 Members' Access to Documents

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- 13.1 A **church member** may make reasonable requests to inspect (at a reasonable time) the:
  - i. constitution of the **church**,
  - ii. general meeting minutes,
  - iii. financial reports or audited financial statements, and
  - iv. Register of Members.
- 13.2 A **church member** may make reasonable requests for copies of the documents requested under clause 13.1. The **church** can charge a reasonable fee for providing copies.
- 13.3 Members may only use information that is accessed in accordance with clauses 12.1 or 13.2 for lawful and proper **purposes** related to the **church**.
- 13.4 Subject to clause 12.5, the **church** must provide access to documents or copies requested under clauses 13.1 and 13.2 within a reasonable time.
- 13.5 The **church** can refuse to provide access or copies, or provide only limited access, if the documents contain confidential, personal, employment, commercial or legal matters, or if granting the request would breach a law (such as the *Privacy Act 1988*), or could cause damage or harm to the **church**, or if the request is otherwise unreasonable.
- 13.6 Members cannot inspect or get copies of **governance group** meeting minutes, or parts of the minutes, unless the **governance group** specifically allows it.

## 14 The Governance Group

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- 14.1 The **church** is governed by the **governance group** that is made up of **governance group members**. They are accountable to God, to each other, and to the membership.

- 14.2 The **church** may refer to this **governance group** as the eldership, council of elders, diaconate, board, or such other term consistent with its form or structure. This does not change the function of powers, or breadth of responsibilities of the **governance group**.
- 14.3 **Powers of the Governance Group.**
- 14.3.1 The **governance group** can exercise all powers and functions of the **church** (consistently with these clauses or relevant Australian laws and requirements for **registered charities**), except for powers and functions that the **church members** are required to exercise at a **general meeting** (under these clauses or relevant Australian laws or requirements for registered charities).
- 14.3.2 The **governance group** can delegate any of its powers and functions to a sub-**committee**, a staff member, or a member, other than the power of delegation or a duty that applies to the **governance group** or particular **governance group member** under Australian laws.
- 14.4 **Appointment of the Governance Group.**
- 14.4.1 **Governance group members** are elected by a secret ballot of **church members** by a **special resolution** at a **general meeting**.
- 14.4.2 The senior or solo pastor of the **church** and appointed elders are **ex officio** members of the **governance group**.
- 14.4.3 The senior or solo pastor of the **church** may invite one other member from the Pastoral Team to join the **governance group** as a full voting member with the **governance group's** agreement.
- 14.4.4 To manage any conflicts of interest, the number of voting "non-staff" **governance group members** (those who are not **church** staff members or spouses of **church** staff members) elected must be greater than the number of voting "staff" **governance group members** (including any elected or **ex officio** members).
- 14.4.5 The **governance group** is made up of a minimum of three **governance group members**.
- 14.5 The **governance group** will appoint its own Chair. The Chair will not be a staff member or pastor. The **governance group** must also appoint a church Secretary and Treasurer and decide their responsibilities of these roles.
- 14.6 Each **governance group member** can serve for a term of three years on the **governance group** after which they need to be re-elected for a further term. Each member can serve three consecutive terms after which they must stand aside for at least a period of one (1) year before they can be re-elected to the **governance group**. Terms will be managed to minimise the risk of all elected **governance group members** finishing at the same time.

## Constitution of Open Road Community Church

- 14.7 A **church member** can nominate any other **church member** to be on the **governance group** by writing to the **governance group**. Another **church member** must support this nomination. Self-nomination is not permitted.
- 14.8 To be eligible to be a **governance group member**, a person must:
- i. be personally committed to Jesus Christ as Lord and Saviour and to the mission of the Church,
  - ii. hold as their general tenets the doctrines set out in the **church** doctrinal statement laid down in section 6,
  - iii. meet the biblical requirements for spiritual leadership (e.g. 1 Tim 3:1-13, Titus 1:5-9),
  - iv. have been a **church member** of the **church** for at least one (1) year prior to their nomination and have been appointed as a deacon and be a **church member** of the **church** at the time of their nomination, appointment, and for the duration of their time on the **governance group**,
  - v. not be ineligible to be a responsible person under the **ACNC Act**,
  - vi. give the **church** their signed consent to act as a **governance group member** of the **church**, and
  - vii. be nominated according to clause 14.7 and elected as per clause 14.4.
- 14.9 A **governance group member** stops being on the **governance group** if they:
- i. resign, by writing to the **governance group**,
  - ii. stop being a **church member** of the **church**,
  - iii. are removed by a **general resolution** of **church members** as per clause 14.10,
  - iv. are absent without the consent of the **governance group** from all meetings of the **governance group** held during a period of six months,
  - v. become ineligible to be a responsible entity (**governance group member**) under the **ACNC Act**, or
  - vi. die.
- 14.10 Any recommendation to remove a **governance group member** from office shall be introduced to a **general meeting** as a **general resolution** recommended by the **governance group**.
- 14.11 If a **governance group member** stops being on the **governance group** before the next **AGM**, the **governance group** can temporarily appoint a **church member** to fill the vacancy on the **governance group** until the next **AGM**.

## 15 Duties of the Governance Group

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- 15.1 The role of the **governance group** includes but is not limited to:
- i. overseeing the spiritual health and wellbeing of the **church** including its doctrinal belief and practice,
  - ii. ensuring that the **church** is responsibly governed, administered well, and operates in line with any relevant Australian laws,

## Constitution of Open Road Community Church

- iii. ensuring the **church** pursues its stated purposes, vision and directions,
- iv. leading the **church** to discern God's will, purpose, and direction, and providing leadership to the **church** to this end in cooperation with the pastor(s),
- v. providing accountability and support in the first instance to the senior or solo pastor and then more broadly to the wider pastoral team.
- vi. ensuring that Policies and Practices are adequate including, but not limited to the areas of Child protection; Risk Management; Workplace Health and Safety; Financial; Employment Practices; Conflict Resolution and Meeting Procedures.
- vii. assisting the senior or solo pastor in team leadership, culture setting, ministry goal setting and performance reviews, along with any other areas deemed necessary by the **governance group**.

15.2 Among its other responsibilities, the **governance group** is responsible for making sure that:

- i. accurate minutes of **general meetings** and **governance group** meetings are made and kept,
- ii. other records are kept in accordance with clauses 9.1 to 9.4, and
- iii. documents of the church are made available to members in accordance with clauses 13.1 to 13.6.

15.3 **Governance group members:**

- i. must support the **governance group** to fulfil its role and responsibilities in accordance with clauses 15.1 and 15.2.
- ii. must comply with their legal duties under Australian laws and ensure that the **church** complies with its duties under Australian laws, and
- iii. should meet the requirements as a Responsible Person of a registered charity and comply with the duties described in governance standard five (5) of the regulations made under the **ACNC Act** which are:
  - a. to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a **governance group member** of the **church**;
  - b. to act in good faith (fairly and honestly) in the best interests of the **church** and to further the charitable **purpose(s)** of the **church** set out in section 4;
  - c. not to misuse their position as a **governance group member**;
  - d. not to misuse information they gain in their role as a **governance group member**;
  - e. to disclose any perceived or actual material conflicts of interest;
  - f. to ensure that the financial affairs of the **church** are managed responsibly; and
  - g. not to allow the **church** to operate while it is insolvent.
- iv. Must nurture their spiritual relationship with God through maintenance and practice of spiritual disciplines and seek his mind and heart.

- 15.4 For clarity, clause 15.3.iii is intended to require compliance with the **ACNC** governance standards as amended or modified from time to time.

## 16 Governance Group Meetings

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- 16.1 Any **governance group member** can call a meeting by giving seven days' notice of a meeting to **governance group members** unless the meeting is an urgent meeting (in which case reasonable notice must be given).
- 16.2 The **governance group** can decide how often it meets, and the way in which it meets, including by allowing **governance group members** to attend through technology, so long as it allows everyone to communicate.
- 16.3 The Chair will chair **governance group** meetings. If the Chair does not attend, the **governance group members** in attendance can choose who will chair that meeting in accordance with the requirements of clause 14.5.
- 16.4 A resolution is passed if more than half of the **governance group members** voting at the **governance group** meeting vote in favour of the resolution.
- 16.5 **Quorum.**
- 16.5.1 A majority (more than half) of **governance group members** must be present (either in person or through the use of technology) for the meeting to be validly held (this is the quorum for **governance group** meetings).
- 16.5.2 The number of voting non-staff **governance group members** must be greater than the number of voting staff **governance group members** (including any **ex officio** members) for a valid meeting to be validly held
- 16.6 The **governance group** can allow circular resolutions. To pass a circular resolution, each **governance group members** must agree to it in writing, including by email or other electronic communication, and it is passed once the last **governance group member** has agreed to it.
- 16.7 **Conflicts of Interest.**
- 16.7.1 A **governance group member** that has a perceived or actual material conflict of interest in a matter that is being considered must disclose that conflict of interest
- i. to the other **governance group members**, or
  - ii. to the **church members** at the next **general meeting** if all **governance group members** have a similar conflict.
- 16.7.2 The remaining **governance group members** must determine what if any involvement, the conflicted member has in the discussion and voting on the matter in question.
- 16.7.3 Any conflicts of interest disclosed must be recorded along with any control measures decided in the minutes of the meeting.

- 16.8 A resolution passed or thing done by the **governance group** or its subcommittee is valid even if it later discovered that:
- i. there was defect in the appointment of one of its members, or
  - ii. one of its members was disqualified from continuing in office, voting on the resolution or doing the thing.

## 17 The Pastor(s) and Other Staff

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- 17.1 A pastor called to the **church** must:
- i. be a person called and gifted by God to fulfill a gospel focused ministry within a local church,
  - ii. have the necessary spiritual and other qualifications, experience, character and gifts that will enable them to:
    - hold, preach, teach and maintain the doctrines and practices set out in the doctrinal statement set down in section 6.
    - minister effectively in and to the **church**, and
  - iii. be personally committed to Jesus Christ as Lord and Saviour and to the mission of the **church**, and
  - iv. lead the **church** to fulfil the kingdom vision revealed by God and accepted by the **church members**.
- 17.2 All pastors appointed must be registered by QB or become registered within six (6) months of a call being accepted.
- 17.3 The pastor is primarily accountable to God and then to the **church membership** through the **governance group**.
- 17.4 **Employment versus Appointment of Pastors.**
- 17.4.1 The **governance group** may choose to either engage the pastor as an employee under an employment contract or to call the pastor to a pastoral office as a spiritual appointee on recommendation from the **governance group**.
- 17.4.2 If appointed as a spiritual appointee, the broad duties of the pastor are the General Duties of a Pastor as set out in the QB Registration and Ordination Guidelines. The pastor will have the freedom and autonomy to work out their role in accordance with these general duties for the spiritual benefit of the **church** and the community in which it is located. The **church** recognizes God's call on the pastor's life and commits to provide care and support for the pastor to enable them to work out this calling in the context of the **church**.
- 17.4.3 If employed as an employee, the **governance group** will prepare a role description that will set forth the responsibilities and accountabilities of the role.



17.4.4 The **governance group** should liaise with **Queensland Baptists** during any pastoral search process, subsequent appointment or termination of call of a pastor noting that any decision rests with the **church membership**.

### 17.5 Voting on matters relating to pastoral calls.

17.5.1 Any recommendation to employ or appoint a pastor shall be introduced to a general meeting as a special resolution recommended by the governance group.

17.5.2 If appointed as a spiritual appointee, the appointment shall be for a set period, as determined by the **church** on a recommendation by the **governance group**. Any recommendation to renew a spiritual appointment of a pastor for a further period shall be introduced to a **general meeting** as a **special resolution** recommended by the **governance group**.

17.5.3 In all decisions regarding the appointment of a pastor, the voting threshold will be the same as that of a **special resolution**.

17.5.4 Any recommendation to terminate a pastor's call shall be introduced to a **general meeting** as a **general resolution** recommended by the **governance group** after consultation with **Queensland Baptists**.

17.6 If the pastor is found guilty of any moral offence or guilty of any misconduct (deemed as such by the Ministerial Services Committee of the **Queensland Baptists**), their employment or appointment shall automatically be terminated if Ministerial Services Committee has determined that the offence justifies de-registration.

17.7 In the case of an extended absence of the pastor or if there is no pastor, the **governance group** will act in this capacity themselves or appoint a suitable person to fulfil the role of pastor until the pastor's return, or a new pastor is appointed.

17.8 All other non-pastoral staff appointments will be managed by the **governance group**.

## 18 General Meetings of Church Members

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### 18.1 Authority of General Meetings.

18.1.1 Recognising the headship of Christ and the guidance of the Holy spirit, the **church membership** will have final authority in all matters affecting the life and functioning of the **church** in line with baptistic congregational principles. This authority is delegated to the **governance group** for day-to-day operations but will be exercised directly by the **church members** through **general meetings** for major decisions.

18.1.2 Business done at duly constituted **general meetings** will be binding on all **church members**.

18.2 **General meetings of church members** may be called by

- i. the **governance group**, or



## Constitution of Open Road Community Church

ii. a group of **church members** acting under the provisions of clause 18.4.

18.3 The **governance group** will determine the frequency of **general meetings**. At least one **general meeting** (the **AGM**) will be held each year.

18.4 **Requests from church members.**

18.4.1 The **governance group** must call a special **general meeting** if requested by a group of members consisting of at least 10% of **church members** who are entitled to vote at **general meetings**. The request must

- i. be in writing,
- ii. indicate the general nature of each item of business to be considered,
- iii. state any resolution to be proposed at the meeting,
- iv. include the names and signatures of the **church members** requesting the meeting, and
- v. be given to the **governance group**.

18.4.2 If the **governance group** does not call a meeting when requested to do so under clause 18.4.1 within one (1) month of the request, 50% or more of the **church members** who made the request may call and arrange to hold a special **general meeting**. The meeting should follow the procedures for calling **general meetings** set out in these clauses.

18.5 **Notice of general meetings.**

18.5.1 Notice of **general meetings** must be provided to all **church members** at least twenty-one (21) days before the meeting unless at least 95% of **church members** eligible to vote at a duly constituted **general meeting** agree to shorten the notice period for a future meeting.

18.5.2 Notice of meeting may be sent to **church members** by email, text message, or letter to the email address, mobile telephone number, or residential address, respectively, listed on the Register of Members.

18.5.3 Any notice of **general meetings** must include

- i. the meeting details (including whether the meeting is to be held in two or more places and the technology that will be used to facilitate this),
- ii. the proposed issues to be discussed,
- iii. any general resolutions to be moved at that meeting, and
- iv. voting processes to be followed.

18.5.4 No business shall be conducted or resolution considered at a **general meeting** which have not been notified to the **church members** as per the requirements laid down in clause 18.5.

18.6 **Quorums.**

18.6.1 At least thirty 30 percent of the **church members** that are entitled to vote at the meeting must be present at a **general meeting** (either in person or through technology that allows for clear and simultaneous (interactive)

## Constitution of Open Road Community Church

communication of all meeting participants), for the meeting to be held (this is the quorum for **general meetings**).

18.6.2 The Chair can adjourn the meeting if there are not enough **church members** at the meeting (a quorum – see clause 18.6.1) within thirty (30) minutes of the meeting start time, or if there is not enough time at a meeting to consider all business. In this following procedure will be followed:

- i. meetings convened upon the request of **church members** as per clause 18.3, will be dissolved,
- ii. meetings convened by the **governance group** will stand adjourned. A new notice must be sent to **church members** for the adjourned meeting (but does not have to comply with time for notice requirements, unless the adjourned meeting is more than twenty-one (21) days after the original meeting date).
- iii. Only unfinished business may be dealt with at the adjourned meeting.
- iv. The **church members** in attendance at the adjourned meeting will be taken to be a quorum for the purposes of that meeting.

18.6.3 The Chair must adjourn the meeting if a majority of **church members** entitled to vote at the meeting direct the Chair to do so. In this case, the adjourned meeting will be subject to normal requirements of a quorum.

### 18.7 AGM.

18.7.1 The **church** must hold its first **AGM** within eighteen (18) months of being formed. After that the **church** must hold an **AGM** at least once in every calendar year.

18.7.2 The business of an **AGM** must include

- i. confirmation of the minutes of previous **AGM** and any other **general meeting** held since then.
- ii. the receipt and acceptance of the annual financial reports against budget
- iii. the receipt and acceptance of the annual financial audit
- iv. the receipt and acceptance of the annual reports from ministries and the **governance group**.
- v. approval of the budget for the next financial year
- vi. the election of **governance group members**
- vii. the appointment of **auditors**.

18.7.3 The notice of the **AGM** must include any special business or **general resolutions** to be considered.

18.8 The Chair of the **governance group** or their delegate will chair **general meetings**. If the Chair does not attend, the **church members** at the meeting can choose another **governance group member** to be the Chair for that meeting. The Chair is responsible

## Constitution of Open Road Community Church

for the conduct of the **general meeting**, and for this purpose must give **church members** a reasonable opportunity to make comments and ask questions.

18.9 Minutes will be taken and kept of all **general meetings** and will include

- i. a record of the business considered at the meeting,
- ii. any resolution on which a vote is taken,
- iii. the result of all votes,
- iv. the names of the **church members** attending the meeting,
- v. any reports (e.g. financial statements or audit reports) tabled and considered as part of resolutions, and
- vi. any conflicts of interest disclosed in the meeting.

Minutes will be signed by the Chair of that meeting and presented to the **AGM** for confirmation and acceptance.

18.10 **Voting Procedures.**

18.10.1 Each **church member** has one vote unless the **church member** is under the age of fifteen in which case they are not permitted to vote. The provision of voting by Proxy or Absentee voting will be permissible if the **governance group** has made arrangements for this and notified **church members** of these arrangements as part of their notification under clause 18.5.

18.10.2 A **general resolution** (other than a **special resolution**) is passed if more than half of the **church members** present at a **general meeting** vote in favour of the **general resolution**.

Voting for **general resolutions** may be taken by a show of hands, written secret ballot, or another method that the Chair decides is fair and reasonable in the circumstances.

18.10.3 A **special resolution** is passed if more than the percentage of the **church members** present at a **general meeting** as defined in the definitions section of this constitution vote in favour of the **special resolution**.

Voting for **Special resolutions** shall be decided by written secret ballot.

18.10.4 If a vote is held initially by show of hands, any **church member** can request a vote be held again by written secret ballot.

18.10.5 On a show of hands, the Chair's decision is conclusive evidence of the result of the vote.

18.10.6 If a vote is to be held by written ballot, at least two (2) scrutineers shall be nominated and elected by the meeting (by show of hands) to collect and count the ballots and report the result to the Chair. The Chair will move a final **general resolution** in the meeting, to allow the destruction of the ballot papers.

18.10.7 If a vote of the **church members** is tied, the Chair of the meeting does not have an additional, deciding vote and shall declare that the motion has

failed.

- 18.10.8 The Chair must declare the result of a vote and require that it be recorded in the minutes of the meeting. The Chair and the meeting minutes do not need to state the number or proportion of the votes on any resolution.

## 19 Dispute Resolution Process & Disciplining Members

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- 19.1 If there is a dispute between a member or **governance group members** and:

- i. one or more members; or
- ii. one or more **governance group members**, or
- iii. a pastor,

the parties (the people who disagree) involved must first attempt to resolve the dispute between themselves within a period of at least fourteen (14) days from the date the dispute is known to all parties involved unless this is not appropriate due to the presence of a significant power imbalance or a safety issue in which case, clause 19.2 will apply.

- 19.2 If the dispute cannot be resolved between the people involved, the **governance group** must be notified, and a dispute resolution process must be put in place by the **governance group**. The **governance group** should develop a policy regarding dispute resolution consistent with biblical principles.

- 19.3 A dispute resolution process must allow each party a reasonable opportunity to be heard and/or submit arguments in writing and should first attempt to resolve the dispute by the parties reaching agreement.

- 19.4 If agreement cannot be reached, the **governance group** or either party may, without the approval of the **church members**, request **Queensland Baptists** to nominate a mediator to discuss the issue, and under God's guidance, give advice.

- 19.5 Alternatively, if mediation is not appropriate or has been unsuccessful, a request or complaint can be raised with **Queensland Baptists** who will undertake an investigation of the circumstances and provide a judgment and list of recommended actions. These will be provided to a **general meeting** of the **church** to make a final decision in the said matter. If the matter involves a pastor, first and foremost in their consideration will be whether the spiritual needs of the **church** are being met and whether the spiritual conditions and qualifications of a pastor are being maintained by the pastor in question.

- 19.6 The **governance group** can take disciplinary action against a member of the **church** if it considers the member has breached these clauses or if the member's behaviour is inconsistent with Christian morals or values or is causing (or has caused) damage or harm to the **church**. This behaviour may include

- i. ceasing to believe in the **church's Doctrinal Statement**,
- ii. habitual sin without repentance,
- iii. repeatedly causing disunity or dissension, and/or

- iv. continued membership of an external body directly opposed to the **purposes** of the **church**.

The **governance group** must follow a disciplinary process in accordance with clause 19.10. The **governance group** may choose to adopt a more detailed discipline policy, dealing with issues such as rights to appeal.

19.7 Disciplinary action can include

- i. warning a member, or
- ii. suspending a **church member's** membership up to a maximum period of twelve (12) months, or
- iii. cancelling a **church member's** membership.

It cannot include a fine. The purpose of disciplinary action is the member's restoration through repentance and reconciliation.

19.8 Any recommendation to remove a **governance group member** from office shall follow the procedure defined in clause 14.10. Any recommendation to terminate the call of a pastor shall follow the procedure defined in clause 17.5.4.

19.9 The **governance group** must write to the member to tell them why they propose to take disciplinary action.

19.10 The **governance group** must arrange a disciplinary procedure that meets these minimum requirements:

- i. the outcome must be determined by unbiased decision-makers (If any **governance group members** have a conflict of interest in this matter, they must stand aside from this decision-making group),
- ii. the member must have an opportunity to explain or defend themselves; and
- iii. the disciplinary procedure must be completed as soon as reasonably practical.

19.11 The **governance group** must notify the member of the outcome of the disciplinary procedure as soon as reasonably practical.

19.12 There will be no liability for any loss or injury suffered by a member as a result of any decision made in good faith (fairly and honestly) under clause 19.10.

## 20 Winding Up

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20.1 The **church** can be wound up by its members if the members pass a **special resolution** to wind up the **church** at a **general meeting**.

20.2 **Queensland Baptists Involvement.**

20.2.1 The **governance group** must engage **Queensland Baptists** in any conversation about winding up the church.

20.2.2 If the number of active members of the **church** falls below six (6), **Queensland Baptists** Board may

20.2.2.1 Carry out an inquiry in relation to that **church**.

## Constitution of Open Road Community Church

- 20.2.2.2 Form a sub-committee of the QB Board which must meet with the **church members** of the **church** for the purpose of reaching agreement on the procedure for closure of the **church** and on all matters arising in relation to closure of the **church** including the disposal of the property of the **church** but if, after reasonable efforts by the sub-committee, it is not possible for any reason to reach agreement on these matters the QB Board is empowered to make a final decision in relation to those matters. The disposal of funds and other assets of the **church** must be in accordance with the policies adopted and published by the QB Board from time to time.
- 20.2.2.3 Terminate the membership of the **church**.
- 20.2.3 If the number of active members of the church falls below twenty (20), **Queensland Baptists** will be invited to review the church's health and viability with the potential to assume administrative oversight of the church if deemed necessary. In this case the Queensland Baptists Board will appoint administrators and any resolution of the church:
- i. to issue directions to **Queensland Baptists** regarding a trust property,
  - ii. regarding the land, buildings or other significant asset of the **church** that has the capacity to affect significantly the **church's** financial standing, or
  - iii. to appoint or remove a person from the **governance group**
- will not have any effect unless and until approved by those administrators. The administrators will work with the **church members** for the purpose of reaching agreement on the future of the **church** and the best option for reinvigorating the **church** or closing the **church**.
- 20.2.4 The Queensland Baptists Board may, by resolution passed by two-thirds (2/3) of the members of the Board exercise any powers exercisable by the church members of the church under this constitution, to the exclusion of any decision of the church in a general meeting in the following circumstances:
- i. the **church** has ceased to meet for the public worship of God for six (6) months or more, or
  - ii. the number of active **church members** falls below ten (10), and the **Queensland Baptists** Board has engaged with the **church members** and explored all options for invigorating the **church**, and there is an agreement that the **church** is no longer a viable church. If, after reasonable efforts it is not possible for any reason to reach agreement on these matters the **Queensland Baptists** Board is empowered to make a final decision in relation to those matters.
- 20.2.5 Notwithstanding any previous provisions, section 20 shall not be rescinded or amended without the prior approval of **Queensland Baptists**.

## Constitution of Open Road Community Church

- 20.3 If the **church** is wound up, after it has paid all debts and other liabilities (including the costs of winding up), any remaining assets:
- must not be distributed to the members or former members of the **church**, and
  - subject to the requirements of Australian laws and any Australian court order, must be distributed to **Queensland Baptists**.
- 20.4 In making distributions upon winding up, the **church** must satisfy any obligations that apply to assets over which a trust exists.

### Version Control

Version	Date	Main Changes
1 <sup>st</sup> Draft	14/10/2024	Draft as per QB revised template
2 <sup>nd</sup> Draft	22/10/2024	2 <sup>nd</sup> Draft version as per amendments received from Open Road Community Church committee members and Elders
3 <sup>rd</sup> Draft	20/02/2025	Amended Clause 6 ix to include "While we believe Baptism by immersion to be the normative biblical model, individuals not baptised in this mode will be considered by the elders on a case-by-case basis."
4 <sup>th</sup> Draft	11/03/2025	Clause 6 ix amended to reflect changes as requested by QB to retain the original text regarding the ordinances of baptism and the Lord's Supper
Final Draft	18/03/2025	Email received from QB acknowledging approval of amendments and requesting to be advised of ORC membership approval of the new constitution
Version 1.0	15/04/2025	All QB text differentiation colours converted to standard font colour to provide an easier read.