

TRINITY NORTH EAST INCORPORATED

RULES OF THE ASSOCIATION

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RULES OF THE ASSOCIATION

1. Name

The name of the Incorporated Association is Trinity North East Incorporated ("**the Association**").

2. Definitions

In these Rules, unless the contrary intention appears:-

- 2.1 "**Act**" means the *Associations Incorporation Act 1985* (SA) as amended, varied or substituted from time to time;
- 2.2 "**Chairman**" means the chairman of the Committee from time to time;
- 2.3 "**Commission**" means the Corporate Affairs Commission of South Australia;
- 2.4 "**Committee**" means the committee of management of the Association established in accordance with these Rules;
- 2.5 "**HTL**" means Holy Trinity Limited ACN 147 861 023 of 87 North Terrace, Adelaide, South Australia 5000;
- 2.6 "**Member**" means a member of the Association other than HTL;
- 2.7 "**membership**" means membership of the Association;
- 2.8 "**notice**" means written notice and "**notify**" means notification in writing;
- 2.9 "**Public Officer**" means the person holding the office of public officer of the Association from time to time;
- 2.10 "**Regulations**" means the *Associations Incorporations Regulations 2008* (SA) as amended, varied or substituted from time to time;
- 2.11 "**Secretary**" means the person holding the office of secretary of the Association from time to time;
- 2.12 "**Senior Pastor**" means the senior pastor from time to time of the Association appointed in accordance with these Rules and includes a person temporarily appointed by the Senior Pastor with the prior consent of the HTL board of directors to act in the role of senior pastor during the absence from the Association of the Senior Pastor;
- 2.13 "**TCT Inc**" means Trinity Church Trust Incorporated ABN 56 724 261 771 of 87 North Terrace, Adelaide, South Australia 5000; and
- 2.14 "**Trinity Network Church Group**" means the group of churches, congregations or ministries, whether incorporated or unincorporated, that have been accepted into the Trinity Network Church Group by resolution of the board of directors of HTL.

3. **Objects**

The objects for which the Association is established are:

3.1 **Primary objects**

- 3.1.1 to proclaim the gospel of the Lord Jesus Christ;
- 3.1.2 to operate a Christian Church in the City of Tea Tree Gully and its surrounding areas, South Australia as part of the Trinity Network Church Group;
- 3.1.3 to stimulate personal faith in and love for Jesus Christ in all people;
- 3.1.4 to arrange conventions, training sessions and other associated activities;
- 3.1.5 to appoint staff workers to assist with carrying out the work of the Association;
- 3.1.6 to encourage the foundation and maintenance of an active witness to Jesus Christ by an understanding of the Bible in people's lives today; and
- 3.1.7 to seek to undertake or support any work, activity or interest directly or indirectly connected with any of the objects set out in this clause 3.1.

3.2 **Statement of Doctrines**

To uphold the fundamental truths of Christianity as contained in the Bible and the Thirty-Nine Articles of Religion of the Anglican Church of Australia, including:

- 3.2.1 the divine inspiration and infallibility of the Holy Scripture as originally given and its supreme authority in all matters of faith and conduct;
- 3.2.2 the unity of the Father, the Son and the Holy Spirit in the Godhead;
- 3.2.3 the universal sinfulness and guilt of human nature since the fall, rendering man subject to God's wrath and condemnation;
- 3.2.4 the conception of Jesus Christ by the Holy Spirit and his birth of the Virgin Mary;
- 3.2.5 redemption from the guilt, penalty and power of sin only through the sacrificial death, as our representative and substitute, of Jesus Christ, the Incarnate Son of God;
- 3.2.6 the bodily resurrection of Jesus Christ from the dead;
- 3.2.7 that Jesus Christ ascended to the right hand of God and is now the all-sufficient High Priest of His People;

- 3.2.8 the necessity of the work of the Holy Spirit to make the death of Jesus Christ effective in the individual sinner, granting him repentance toward God and faith in Jesus Christ;
- 3.2.9 the indwelling and work of the Holy Spirit in the believer; and
- 3.2.10 the expectation of the personal return of Jesus Christ who shall reign forever

together the “**Statement of Doctrines**”.

3.3 **Relations with other bodies**

- 3.3.1 To work co-operatively and in association with other members of the Trinity Network Church Group.
- 3.3.2 To engage in activities with other individuals, bodies and societies which have similar objects to the Association and who uphold the Statement of Doctrines.
- 3.3.3 To establish and maintain relations with bodies throughout the world which have similar objects to the Association.

3.4 **Speakers**

To invite individuals who subscribe to the Statement of Doctrines to speak at, and/or take part in any congregational gatherings, meetings, conferences or associated activities or to represent the Association or other members of the Trinity Network Church Group.

3.5 **Employment**

- 3.5.1 To hire individuals to work for the Association on terms of employment to be agreed between the Association and those individual employees.
- 3.5.2 To provide for employees and for the spouses and families or other dependents of employees who are deserving of assistance by pensions, grants of money or of goods or by such other means as the Committee considers desirable
- 3.5.3 To engage individuals or entities as contractors and/or agents to provide services or for the benefit of to the Association, including but not limited to transacting any business of the Association on its behalf.

3.6 **Guarantees**

Subject to section 39B of the Act, to give any guarantee to enter into any bond in connection with the affairs of the Association and to indemnify any person who may incur or may have incurred any personal liability for the benefit of the Association and for that purpose, to give to such person any security by way of mortgage or otherwise over the whole or any of the property and the assets of the Association.

3.7 Insure

To insure against losses, damages, risks and liabilities of all kinds which may affect the Association or its employees and to pay premiums on any such insurances.

3.8 Attorneys and agents

To appoint attorneys and agents to act on behalf of the Association on such terms and with such powers as the Committee deems necessary and reasonable.

3.9 Proceedings

To institute, conduct, defend or compromise legal proceedings by or against the Association and/or its officers or employees.

3.10 Acts of Parliament

To apply for and obtain any special Act of Parliament calculated to promote or advance the interests of the Association.

3.11 Finance

To pay all costs, charges and expenses associated with carrying out the Association's objects.

3.12 Financial accounts

To open any account or accounts in any financial institution as required from time to time and to draw, make, accept, endorse, discount, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable and transferable instruments and generally to conduct all banking and finance activities as the Committee determines are necessary.

3.13 Investments

To invest the moneys and other resources of the Association not immediately required by the Association in any investment which trustees in South Australia are authorised by law to make.

3.14 Borrow money

3.14.1 To borrow or raise money in such manner as the Committee thinks fit, including by way of mortgages, debentures or other securities.

3.14.2 To charge mortgages, debentures or other securities upon all or any of the property of the Association both present and future and to pay interest upon any borrowed money at such rates and from such date or dates as the Committee thinks fit.

3.15 **Gifts**

To accept or refuse any gift, subscription, donation, endowment or cheque made to or acquired by the Association generally for its objects or for the purpose of any specific object and to undertake, execute and carry out any charitable or other trusts which may seem conducive to its objects.

3.16 **Courses of instruction**

To establish, promote and carry on courses of instruction or other related activities to further the Association's objects.

3.17 **Scholarships and gifts**

To provide scholarship assistance and/or grants, subject to policies established by the Committee, in furtherance of the Association's objects.

3.18 **Property**

3.18.1 To establish, purchase, provide, construct, alter, repair, furnish and maintain any buildings necessary or convenient for carrying out any of the Association's objects, including houses, hostels and residences for employees.

3.18.2 To purchase, take on lease or in exchange or otherwise acquire any real or personal property or any interest in it.

3.18.3 To let, lease, hire or charter the whole or any part of the Association's property on such terms as the Committee thinks fit.

3.18.4 To acquire options over all classes of property and to deal with them in such a manner so as to further the Association's objects.

3.19 **Communications**

To communicate the truths of Christianity, including by public meetings and via printed matter, film, video, sound recording, the internet and other public broadcasts of any type.

3.20 **Libraries**

To establish and maintain libraries and to provide and acquire books, magazines and other literary publications for those libraries.

3.21 **Publish**

To promote or publish, or assist others to promote or publish, printed matter which the Association deems desirable or necessary in order to promote its objects.

3.22 **General**

To do all other lawful things which are incidental or conducive to achieving the Association's objects and the exercise of its powers.

4. Powers

The Association will have the powers conferred by Section 25 of the Act.

5. Membership

5.1 The Association will have the following membership:

5.1.1 HTL; and

5.1.2 those Members who are accepted in accordance with clause 5.2..

5.2 Any person who wishes to be a Member and to contribute to the furtherance of the Association's objects and who subscribes in writing to the Statement of Doctrines can apply in writing to become a Member of the Association. The applicant must sign the application for membership, which will be in the form determined by the Committee from time to time. Acceptance of any application will be at the Committee's complete discretion. The Committee is not bound to give any reason for the exercise of its discretion. Upon the acceptance of an application by the Committee, the applicant will be a Member of the Association and will be notified by the Committee accordingly.

5.3 Any person who does not subscribe to the Statement of Doctrines is not eligible for membership of the Association.

5.4 HTL can determine additional classes of membership from time to time.

5.5 By notice to the Secretary, TCT Inc may at any time in its absolute discretion and without being bound to give any reason for the exercise of its discretion, remove HTL as a Member of the Association, whereupon all references in these Rules to HTL will be deemed to be references to TCT Inc or to such third party as TCT Inc may nominate in writing to the Secretary from time to time as a Member replacing HTL.

5.6 Members may pay membership fees of such amount(s) and at such time(s) as they may determine.

6. Resignation

A Member can resign from membership of the Association by giving written notice to the Senior Pastor or the Secretary or Public Officer.

7. Expulsion of a Member

7.1 Subject to giving a Member an opportunity to be heard or to make a written submission in a manner determined by the Committee, the Committee can resolve to expel a Member upon a charge of behaviour detrimental to the interests of the Association.

7.2 Particulars of the charge of detrimental behaviour will be communicated to the Member at least 1 calendar month before the meeting of the Committee at which the matter will first be considered.

7.3 The determination of the Committee regarding a Member's expulsion will be notified to the Member. In the event of a determination of expulsion, the

Member will, subject to clause 7.4, cease to be a Member upon notification being given to that Member.

- 7.4 A Member is entitled to appeal his or her expulsion to the Association in general meeting. The Member must provide written notice to the Senior Pastor or the Secretary or Public Officer of his or her intention to appeal within 14 days after the Committee's determination has been notified to the Member.
- 7.5 An expelled Member's membership may be reinstated by the Association in general meeting with the approval of HTL and not less than 75% of the Members voting in the general meeting. Reinstatement will take effect as from the close of the general meeting.

8. **Senior Pastor**

- 8.1 The Senior Pastor will be appointed by and may be removed and replaced at any time by the board of directors of HTL.
- 8.2 The terms of the Senior Pastor's appointment will be as agreed between the HTL board of directors and the Senior Pastor.

9. **The Committee**

9.1 **The Committee to manage**

Subject to these Rules:

- 9.1.1 The Committee will manage and control the affairs of the Association.
- 9.1.2 The Committee will manage and control the funds and other property of the Association.
- 9.1.3 The Committee will have the authority to interpret the meaning of these Rules and any other matter relating to the affairs of the Association on which these Rules are silent.
- 9.1.4 In addition to any powers and authorities conferred on the Committee by these Rules, the Committee can exercise all powers and do all things within the Association's objects which are not, by the Act or by these Rules, required to be done by another party specified in these Rules or the Association in general meeting.

9.2 **Appoint officers and employees**

- 9.2.1 The Senior Pastor, with the consent of HTL, will have the power to appoint associate pastors and other teaching and pastoral staff of the Association.
- 9.2.2 Subject to clause 9.2.1, the Senior Pastor in consultation with the Committee will have the power to appoint such other officers and employees as are required to carry out the Association's objects.
- 9.2.3 The Committee will appoint a member of the Committee to be Public Officer, as required by and in accordance with the Act.

9.2.4 The Committee will appoint a person to act as Secretary as required by and in accordance with the Act.

9.2.5 The Committee can delegate any of its powers to its appointed officers (including the Public Officer) and employees.

9.3 **Composition of Committee**

9.3.1 A Committee Member must be a natural person.

9.3.2 The Committee will comprise the following people ("**Committee Members**");

9.3.2.1 the Senior Pastor;

9.3.2.2 2 Members appointed by (and who can also be removed and replaced at any time by) the Senior Pastor ("**Appointed Committee Members**");

9.3.2.3 subject to clause 9.4.2, 2 Members elected by the Members in general meeting ("**Elected Committee Members**");

9.3.2.4 up to 2 people, who need not be Members, nominated and appointed by the Committee with the prior approval of HTL from time to time ("**Nominated Committee Members**"). The Nominated Committee Members may be appointed for a specified period or may be removed and/or, with the prior approval of HTL, replaced by the Committee at any time.

9.3.3 The number of Committee Members can be increased or reduced by resolution of the Members in general meeting, subject to a right of veto by HTL.

9.4 **First Committee and rotation**

9.4.1 This clause 9.4 does not apply to the Senior Pastor and the Senior Pastor is not to be counted when determining the number of Committee Members to retire by rotation pursuant to this clause 9.4.

9.4.2 The Elected Committee Members named in the Schedule will hold office until the first annual general meeting after incorporation of the Association, at which meeting they will retire from the Committee but will be eligible for re-election.

9.4.3 The Appointed Committee Members will hold office until the second annual general meeting after incorporation of the Association, at which time they will cease to hold office but will be eligible for re-appointment by the Senior Pastor or for election by the Members.

9.4.4 Subject to clause 9.4.5, an Elected Committee Member must retire at the second annual general meeting after which that

Committee Member was elected or re-elected. A retiring Elected Committee Member is eligible for re-election.

9.4.5 If 2 Elected Committee Members have held office for the same length of time since last being elected, then unless they otherwise agree, the Elected Committee Member whose name is the earlier in alphabetical order will retire at that annual general meeting and the second Elected Committee Member will retire at the following annual general meeting.

9.4.6 If the Association does not fill the office vacated by a retiring Elected Committee Member and if the Elected Committee Member vacating that office has offered himself/herself for re-election, that Elected Committee Member is taken to have been re-elected unless the Association resolves not to fill that vacated office or a resolution for the re-election of that Elected Committee Member was put and lost at the meeting.

9.5 **Casual vacancies**

Subject to clause 9.3, the Committee can appoint a natural person to fill a casual vacancy amongst the Elected Committee Members. Such a Committee Member will hold office until the next annual general meeting of the Association and will be eligible for reappointment.

9.6 **Nomination for Committee**

A retiring Elected Committee Member or a Committee Member who was an Appointed Committee Member or a Nominated Committee Member and who wishes to stand for election, will be eligible to stand for election or re-election without nomination. A person who is not a retiring Committee Member will not be eligible to stand for election unless a Member has nominated that person at least 14 days before the annual general meeting at which the election is to occur. The nomination is to be delivered to the Senior Pastor or the Secretary and will be signed by the nominee to signify a willingness to stand for election.

9.7 **Notice to Members**

Notice of all persons seeking election to the Committee will be given to Members and will be sufficiently given if published in the Association's weekly bulletin or pew leaflet for the Sunday prior to the annual general meeting at which the election is to take place or if posted on the Association's notice board 48 hours prior to the commencement of that annual general meeting.

9.8 **Election without vote**

If only the required number or less than the required number of persons are nominated to fill existing vacancies, the Secretary will report accordingly to the annual general meeting, and the Chairman will declare such persons duly elected as Committee Members.

10. Disqualification of Committee Members

The office of Committee Member (other than the Senior Pastor) will become vacant if a Committee Member is:

- 10.1 disqualified by the Act;
- 10.2 expelled as a Member under these Rules;
- 10.3 permanently incapacitated by ill health;
- 10.4 absent without apology from more than 3 consecutive Committee meetings;
- 10.5 removed by the Senior Pastor in the case of the Appointed Committee Members; or
- 10.6 removed by notice from HTL or by the Members in general meeting in the case of the Elected Committee Members.

11. Proceedings of the Committee

- 11.1 The Committee will meet together for the despatch of business, adjourn and otherwise regulate its meetings as the Committee thinks fit.
- 11.2 The Committee Members may elect a Chairman of their Committee Meetings and determine the period for which the Chairman is to hold office, subject to clause 11.4.
- 11.3 Questions arising at any meeting will be decided by a majority of votes. In the event of an equality of votes, the Chairman will have a second or casting vote.
- 11.4 If no chairman is elected or the Chairman is not present within 15 minutes of the time appointed for holding a Committee meeting, then the Committee Members present can choose one of their members to be Chairman of that meeting.
- 11.5 A quorum for a meeting of the Committee will be 2 Committee Members.
- 11.6 A Committee Member who has a pecuniary interest in a contract or other dealing with the Association must disclose the nature and extent of that interest to the Committee as required by the Act and must not vote with respect to that contract or dealing.
- 11.7 Clause 11.6 does not apply in respect of a pecuniary interest that exists only by virtue of the fact that the Committee Member:
 - 11.7.1 is an employee of the Association;
 - 11.7.2 belongs to a class of persons for whose benefit the Association is established; or
 - 11.7.3 has the pecuniary interest in common with all or a substantial proportion of Members.

12. Sub-committees

- 12.1 The Committee can establish sub-committees to facilitate the objects of the Association. Committees will consist of such of the Committee Members and other Members as the Committee thinks fit.
- 12.2 The Committee must establish guidelines for the operation of any Sub-committees and specify the area of work and reporting procedures that the Sub-committees are to perform. The Committee can review and revise the guidelines at its discretion. Any Sub-committee formed must conform to the guidelines and directions imposed on it by the Committee.
- 12.3 The Rules applying to Committee meetings will apply as far as possible to meetings of any Sub-committee.
- 12.4 All actions by the Committee or a Sub-committee or by any of their members respectively will, notwithstanding that it is afterwards discovered that there was some defect in the appointment of a Committee Member Sub-committee member or that any Committee Member or Sub-committee member was disqualified, be as valid as if every Committee Member or Sub-committee member had been duly appointed and was qualified to be a Committee Member or a Sub-committee as the case may be.

13. Meetings

- 13.1 The Committee can call a general meeting of the Association at any time and the Committee will call an annual general meeting in accordance with these Rules and the Act.
- 13.2 The first annual general meeting will be held within 18 months after the incorporation of the Association. Subsequent annual general meetings will be held within 5 months after the end of the Association's financial year.
- 13.3 Upon a requisition in writing from HTL or of not less than 10% of the total number of Members, the Committee will, within 1 month of receiving the requisition, convene a general meeting for the purpose specified in the requisition.
- 13.4 Every requisition for a general meeting must state the purpose of the meeting and must be signed by the Members making the requisition.
- 13.5 If a general meeting is not convened within 1 month as required by clause 13.3, those Members requesting the general meeting can convene a general meeting. Such a meeting will be convened in the same manner as a meeting convened by the Committee and for this purpose, the Committee will ensure that the Members requesting the general meeting are supplied free of charge with particulars of the Members entitled to receive notice of meeting. The reasonable expenses of convening and conducting such a meeting will be borne by the Association.
- 13.6 Subject to clause 13.7, Members must be given at least 7 days' notice of any general meeting and 14 days' notice of any meeting at which it is proposed a special resolution will be put.
- 13.7 General notice of any meeting specifying the date and place of the meeting may be given during a church service or in the Association's weekly bulletin

or pew leaflet. Notice of the meeting setting out the date and place of the meeting and particulars of the nature and order of the business to be transacted at the meeting must be posted on the Association's notice board and in the case of HTL, must be personally delivered to the office of HTL or sent to HTL by mail, facsimile or email so as to have been received by HTL in the ordinary course at least 7 days or 14 days (as the case may be) prior to the meeting.

- 13.8 In the case of an annual general meeting, the order of business at the meeting will be the consideration of the accounts and the report of the Senior Pastor and any other business requiring consideration by the Association in general meeting.

14. Proceedings at meetings

- 14.1 A representative of HTL and 3 Members present personally or by proxy will constitute a quorum at any general meeting.
- 14.2 If, within 30 minutes after the time appointed for the meeting a quorum of Members is not present, a meeting convened upon the requisition of Members will lapse. In any other case, the meeting will stand adjourned to the same day and at the same time and place in the next week. If, at such adjourned meeting a quorum is not present within 30 minutes of the time appointed for the meeting, the Members present will form a quorum.
- 14.3 The Chairman will chair the meeting. If the Chairman is not present within 15 minutes after the time appointed, the Members present can choose another Committee Member or if there is no other Committee Member present or willing or able to act, one of their number to chair that meeting. In this clause 14 "Chairman" includes the person so chosen to chair the meeting.
- 14.4 The Chairman can, with the consent of HTL and a majority of the Members present and must if so directed by HTL, adjourn the meeting from time to time and from place to place. However, no business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 14.5 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting will be given as if that meeting was an original meeting of Members.
- 14.6 At any general meeting, a resolution put to a vote will be decided on a show of hands. A declaration by the Chairman that a resolution has been carried or lost will, unless a poll is demanded, be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 14.7 A poll may be demanded by the Chairman or by HTL or by 5 or more Members present personally. If demanded, the poll will be taken in such manner as the Chairman directs. The result of the poll will be the resolution of the meeting, except that in the case of a special resolution, the vote of HTL and a majority of not less than three quarters of the Members who, being entitled to do so, vote personally or by proxy at the meeting, is required.
- 14.8 A poll demanded on any question of an adjournment will be taken at the meeting and without adjournment.

- 14.9 Despite any other provision in these Rules, HTL has the power to veto any resolution put to or to be put to a meeting. HTL's power of veto may be exercised at any time before or after a resolution is put to a meeting. A veto at a meeting may be exercised orally by HTL's representative at the meeting. A veto exercised other than at a meeting must be exercised by notice to the Senior Pastor or the Secretary. If a proposed resolution is vetoed prior to a meeting, that resolution is not to be put to the meeting.
- 14.10 Despite any other provision in these Rules, clause 14.9 and this clause 14.10 cannot be altered, revoked or replaced except by HTL.

15. Voting rights

- 15.1 Subject to these Rules and, in particular, clause 14.9, each Member present in person or by proxy will be entitled to 1 vote.
- 15.2 HTL will be entitled to appoint a natural person to represent it at a particular meeting or at all meetings of the Association. That person does not need to be a Member and will be appointed by HTL by a resolution of its board of directors.

16. Proxies

- 16.1 A Member will be entitled to appoint a natural person who is also a Member to be his or her proxy to attend and vote on behalf to the appointing Member at a particular general meeting.
- 16.2 The appointment of the proxy must be in writing in a form made available by the Association at its office upon request by a Member. To be valid and effective, a form of proxy must be completed and signed by the Member appointing the proxy and received in the office of the Association by delivery, mail or facsimile no later than 24 hours before the commencement of the meeting.

17. Minutes

- 17.1 Proper minutes of all proceedings of meetings of the Association, the Committee and Sub-committees will be entered in minute books within 1 month after the relevant meeting.
- 17.2 The minutes kept pursuant to this clause 17 must be signed by the Chairman of the meeting at which the proceedings took place or by the Chairman of the next succeeding meeting.
- 17.3 Where minutes are entered and signed, they will, until the contrary is proved, be evidence that the meeting was convened and duly held. Further, all proceedings held at the meeting will be deemed to have been duly held and all appointments made at the meeting will be deemed to be valid.

18. Financial year

- 18.1 The first financial year of the Association will be the period commencing on its incorporation and ending on 31 December 2011.
- 18.2 Each subsequent financial year will be a period of twelve (12) months ending on 31 December in each year.

19. Rules

- 19.1 Subject to clause 14.10, these Rules can be altered, revoked or replaced by substituted Rules or the name of the Association can be altered in either case with both the consent of HTL and the approval by special resolution of the Members. All changes to the Rules will be registered with the Commission as required by the Act.
- 19.2 The registered Rules will bind the Association and every Member to the same extent as if they had respectively signed them and agreed to be bound by all of the provisions of the Rules.

20. Seal and execution of documents

- 20.1 The Association may have a common seal which may be used by the Association as decided by the Committee. Without limiting that, the authority to use the seal may be given before or after the seal is used.
- 20.2 Without limiting the manner in which the Association may at law execute documents, a document will be taken to have been validly executed by the Association if the document is signed by the Senior Pastor and a Committee Member or by 2 Committee Members pursuant to a resolution of the Committee, including a resolution of ratification. No person dealing with the Association need enquire as to the validity of a document apparently duly executed by or on behalf of the Association.

21. Accounts and records

- 21.1 The Association will keep such accounting records as are necessary to correctly record and explain the transactions and the financial position of the Association and which otherwise comply with the requirements of the Act.
- 21.2 The accounting records will be kept at the registered office of HTL, 87 North Terrace, Adelaide, South Australia 5000.
- 21.3 Upon written demand from HTL, the Association will make available all of its accounting records and other books and records for inspection by an officer, employee or agent of HTL nominated in writing by HTL.

22. Income and property

- 22.1 The income and property of the Association will be applied solely towards promoting the objects of the Association.
- 22.2 No portion of the income and property of the Association will be paid or transferred (directly or indirectly) by way of dividend, profit or otherwise, to the Members provided that nothing in these Rules will prevent payment in good faith to officers or employees of the Association or to a Member of:
- 22.2.1 out-of-pocket expenses incurred in carrying out the duties of a Committee Member, where the payments do not exceed an amount previously approved by the Committee;
- 22.2.2 remuneration for any service rendered to the Association in a professional or technical capacity, other than in the capacity as a Committee Member, where the provision of the service has the

prior approval and the amount payable is approved by the Committee and is not more than an amount which commercially would be reasonable for the payment of the service; or

- 22.2.3 remuneration as an employee of the Association where the terms of employment have been approved by the Committee or otherwise as provided in these Rules.

23. Indemnity by the Association

23.1 To the extent permitted by the Act, the Association indemnifies every officer of the Association against any liability incurred by that person in his or her capacity as an officer of the Association, unless the liability arises out of conduct on the part of the officer which involves a lack of good faith.

23.2 Without limiting clause 23.1, the Association indemnifies every officer of the Association against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgement is given in his or her favour or in which he or she is acquitted.

24. Notices

Unless otherwise provided for in these Rules, notices may be given personally, by mail, by facsimile or by email and will be deemed sufficiently given:

24.1 in the case of hand delivery, on the date of delivery;

24.2 in the case of prepaid post, 2 business days after being sent by prepaid post;

24.3 in the case of facsimile, on receipt by the sender of a successful transmission answerback; or

24.4 in the case of electronic mail, on day of transmission provided that the sender can give evidence of transmission and the intended recipient does not give evidence of non-receipt.

25. Winding up

The Association can be wound up in the manner provided for in the Act.

26. Application of surplus assets

If, after the winding up of the Association, there remains "surplus assets" as defined in the Act, such surplus assets will be applied to any organisation with objects similar to those of the Association and with rules which prohibit the distribution of its assets and income to its members.

SCHEDULE

FIRST COMMITTEE – TRINITY NORTH EAST (clause 9.4)

Position	Full name	Date of birth	Place of birth	Residential address	Occupation
Senior Pastor	James Edward Hugh Harricks	12/08/73	Sydney, Australia	340 Wright Road, Para Vista	Senior Pastor of Trinity North East
Secretary (existing Committee Member)	Will Vaatstra	20/02/52	Apeldoorn, Holland	18 Woodlands Road, Athelstone	Manager
Public Officer (existing Committee Member)	Lydia Kennedy	31/03/85	Adelaide, Australia	46 Cameron Road, Klemzig	Medical Practitioner
Appointed Member	Will Vaatstra	20/02/52	Apeldoorn, Holland	18 Woodlands Road, Athelstone	Manager
Appointed Member	Lydia Kennedy	31/03/85	Adelaide, Australia	46 Cameron Road, Klemzig	Medical Practitioner
Elected Member	Simon Barbour	05/01/63	Adelaide Australia	End of Burns Road, Inglewood	Wholesaler
Elected Member	Emily Rebecca Norman	21/07/79	Whyalla, Australia	50 Briar Road, Felixstow	Home Maker
Nominated Member (if any)					

Nominated Member (if any)					
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