

Dated

Charter for HopeLINK an unincorporated association

Contact

Paul Paxton-Hall

Director

Level 10, 15 Adelaide Street, Brisbane Qld 4000

Telephone: 07 3007 9250

Email: paul.paxton-hall@paxton-hall.com.au

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Charter for HopeLINK – an unincorporated association

Background

- A. Churches of Christ Gladstone (**Church**) has recognised a need to provide community care services in the Gladstone area as part of the Church's mission.
- B. In pursuit of its mission, the Church has established the unincorporated association called **HopeLINK** as its community care arm.

1. Title

This is the Charter for HopeLINK, an unincorporated association.

2. Commencement

This Charter is deemed to have commenced on .

3. Interpretation

- (1) **Associate Member** means any person who becomes an associate member under this charter;
- (2) **disqualified person** means a person who:
 - (a) is, or within the last 5 years has been, an insolvent under administration;
 - (b) has been convicted of an indictable offence, whether or not the person was tried summarily;
 - (c) is, or within the last 5 years has been, subject to an order disqualifying the person from managing a corporation; or
 - (d) is otherwise disqualified by law from being a member of the Management Committee;
- (3) **ITAA** means the *Income Tax Assessment Act 1997*;
- (4) **Management Committee** means the management committee of HopeLINK for the time being;
- (5) **Member** means any person who becomes a Member of HopeLINK under this charter;
- (6) **Member of Management Committee** means a person appointed as a member of the Management Committee from time to time in accordance with this Charter.

4. Objects

4.1 The objects of HopeLINK are:

- (1) to identify social needs within the community and seek to establish interventions to address such needs and deprivation;
- (2) to engage and equip the members of the Church, the wider Christian community and the general public in service to the community thereby strengthening the community;
- (3) to train and equip individuals who are in destitute circumstances by reason of poverty, sickness, suffering, distress, misfortune, disability or helplessness and to empower them to lead better lives;
- (4) to offer practical support, encouragement and assistance where none currently exists for those in the community who are in destitute circumstances by reason of poverty, sickness, suffering, distress, misfortune, disability or helplessness and to empower them to lead better lives;
- (5) to negate the effects of dis-empowerment on marginalised and/or vulnerable groups within the community such as migrants, the disabled, disenfranchised youth and women at risk from abuse; and
- (6) to connect people and organisations to assist those who are in need.

5. Non-profit

5.1 HopeLINK is a non-profit organisation and the assets and income of HopeLINK are to be applied solely towards:

- (1) the promotion of its objects as set out in this Charter; and
- (2) exercising the association's powers.

5.2 It will not carry on any activities for the purpose of profit or gain to its individual Members.

5.3 No portion of its income, property, profits and financial surplus may be paid, distributed or transferred, directly, indirectly by way of dividend, property, bonus or otherwise by way of profit to its Members, Management Committee Members or their relatives except as provided by this Charter.

6. Members

6.1 The Members of HopeLINK are the elders of the Church from time to time.

6.2 The Members at the time of adoption of this Charter are set out in the attached Schedule 1.

7. When Membership ends

7.1 A person ceases to be a Member if they:

- (1) die;
- (2) resign; or
- (3) cease to be an elder of the Church.

7.2 A Member may resign from HopeLINK by giving a written notice of resignation to the secretary.

7.3 The resignation takes effect at:

- (1) the time the notice is received by the secretary; or
- (2) if a later time is stated in the notice, the later time.

8. Powers and duties of the Management Committee

8.1 The Management Committee is charged with the control, management and strategic direction of HopeLINK and the maintenance and protection of its resources.

8.2 Without in any way limiting clause 8.1 the specific powers and duties of the Management Committee will be to:

- (1) generally do all things, subject to this Charter, as are necessary for the proper and efficient administration of HopeLINK and for the advancement of its objects;
- (2) do all such other things as may be deemed incidental or conducive to the attainment of the objects of HopeLINK or any of them; and
- (3) exercise all powers usually incidental to the operation of an organisation of a like nature.

9. Composition of the Management Committee

9.1 The number of the Members of the Management Committee must be not less than 5 nor more than 8.

9.2 The Management Committee will comprise:

- (1) one of the pastors of the Church;
- (2) a representative of the elders of the Church;
- (3) other members of the Church;
- (4) up to 3 community members;

all of whom are to be appointed by the Members.

- 9.3 Subject to clause 9.1, the Members may also appoint to the Management Committee:
- (1) the co-ordinator of HopeLINK but on the basis that such appointee will have no voting rights; and
 - (2) a secretary who may be an appointee to the Management Committee under clause 9.2 in which case the secretary will have a vote but otherwise the secretary will not have a vote.
- 9.4 The Management Committee will appoint one of its number as the Chair.
- 9.5 The Management Committee at the time of adoption of this Charter will be constituted by the persons set out in the attached Schedule 2.
- 9.6 The office of a Management Committee Member will become vacant if the Member:
- (1) dies;
 - (2) resigns his or her office by notice in writing to the Chairperson;
 - (3) becomes a disqualified person; or
 - (4) is absent without prior leave granted by the Management Committee for three consecutive meetings of the Management Committee of which due notice was given.
- 9.7 If a position on the Management Committee becomes vacant, the Members may fill the position.
- 9.8 The Members may remove a Member of the Management Committee at any time and at their sole discretion.

10. Committees

- 10.1 The Management Committee may appoint such committees as it may deem necessary or expedient to assist in the performance of its duties. Such committees will conduct their business in accordance with the directions of the Management Committee and will periodically report their proceedings to the Management Committee.
- 10.2 Members of Committees may be members of staff, members of the community with particular skills relevant to the work of the Committee, or any other person considered appropriate by the Management Committee.

11. Financial records and documents

11.1 Keeping of financial records

- (1) The financial year of HopeLINK will commence on 1 January and end on 31 December in the same year.
- (2) The Management Committee will ensure the relevant accounting standards and auditing requirements of unincorporated association are duly complied with.

- (3) All monies received on account of HopeLINK will be banked in the name of HopeLINK in a bank account at such bank as the Management Committee may from time to time direct.

11.2 Keeping other documents

The Management Committee must ensure the safe custody of books, documents, instruments of title and securities of the association.

12. Gift fund

12.1 HopeLINK, if endorsed as a deductible gift recipient in its own right, will ensure that it is carried on for the purposes in respect of which the association is so endorsed or approved and must maintain for that purpose a fund (**Gift Fund**):

- (1) to which all gifts of money or property for those purposes are made;
- (2) to which contributions are made in relation to an eligible fundraising event held for the principal purposes of the association;
- (3) to which all money received by the association because of the gifts is credited; and
- (4) which does not receive any other money or property.

12.2 HopeLINK must use the Gift Fund only for its objects set out in rule 4.

13. Distribution of surplus assets to another entity

13.1 If:

- (1) the association ceases to be endorsed as a deductible gift recipient under subdivision 30-BA of the ITAA;
- (2) the association is wound up and, at that time, the association is endorsed as a deductible gift recipient under subdivision 30-BA of the ITAA;

any surplus assets of the Gift Fund must be transferred to a fund, authority or institution:

- (3) which is charitable at law;
- (4) gifts to which can be deducted under Division 30 of the ITAA; and
- (5) which has been approved in writing by the Members.

13.2 Subject to rule 13.1, if at the time of winding up or dissolution of the association, any property remains, other than in the Gift Fund, after satisfaction of all its debts and liabilities, that property must not be paid or distributed to any of the members of the association but must be given or transferred to some other institution or institutions determined by the members of the association at or before the time of the dissolution which:

- (1) has similar objects to the association;

- (2) is endorsed by the Commissioner of Taxation as a public benevolent institution for the purposes of the ITAA; and
- (3) which has been approved in writing by the members of the association.

14. Amendment to the charter

14.1 This Charter may be amended from time to time by a special meeting of the Members and members of the Church called for the purpose provided that:

- (1) notice in writing of the proposed amendments has been given to all Members and all members of the Church not less than 14 days before the date of the special meeting; and
- (2) the proposal to amend the Charter is supported by not less than two thirds of the members of the Church and all Members present who are entitled to vote.

14.2 A record of all amendments to this Charter will be recorded in an Annexure A attached to this Charter. The record will include the dates on which the amendments were approved and the full text of the amendments made.

Schedule 1

List of Inaugural Members

Individual members

Name of member
Keith Malcolm Buchanan
Andrew Lloyd Crighton
Jacqueline Gladys Crighton
Stephen Mark Girdler
Brett Damen Green
Ronald George Hawkins
Edwin Lyall Muller
Heather Jean Roby
Paul Wayne Roby

Schedule 2

List of Inaugural Management Committee

- Elder representative: Andrew Lloyd Crighton
- Pastor: Colin Edwin Lyall Muller
- Church members: Lynda Roundhill
Stephen Strachan
Coral Wilson
- Non-voting members: HopeLINK co-ordinator – Stacy Gernetzky
Secretary/support worker – Alex Steer

Annexure A

Date	Amendment No.	Amendment	Reference

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