



**CONSTITUTION OF
CHRISTIAN YOUTH CAMPS WAIHOLA
INCORPORATED**

Schedule 1 Who is Christian Youth Camps Waihola Inc?

S1.1 Vision:

To be effective in Christian-centred outdoor education and recreation in New Zealand; presenting young people with the gospel of Jesus Christ, providing opportunities for them to grow to their full, God-given potential.

S1.2 Mission:

To provide excellence in camp facilities, programs, and activities that support a range of adventure-based learning experiences where young people can develop their wellbeing, led and nurtured by a Christ-centred team.

S1.3 Operational Framework:

Christian Youth Camps Waihola Inc. (CYC) is a private charity, run with the oversight of the Council and the members of the CYC Waihola Incorporated Society. CYC's constitution, vision and mission are based on biblical Christian values, the doctrines of grace, for the advancement of the historical Christian Faith. This forms the foundation of CYC's special character.

S1.4 Values:

Our core values underpin how we live and serve and come from the teachings of Jesus focusing on putting God first and serving others ahead of our own interests.

S1.5 History and Founding influences and Special Character:

CYC Waihola was established in 1963 and incorporated in 1966 as an interdenominational Christian Camp, improving the lives of the young people of New Zealand through presenting the Gospel of Jesus Christ.

Generous benefactors realising the unique opportunity of establishing a permanent site for Christian retreats, youth activities, outdoor adventure, evangelism, training, and discipleship.

These original benefactors settled with fundamental and foundational biblical truths known as 'the Doctrines of Grace', being a sound, biblical understanding of the gospel, and this theological outlook became deeply intertwined with the way the Society activities are programmed as an enduring tradition.

S1.6 Our How:

Through providing excellent facilities and activities to support a range of experiential, adventure-based learning opportunities, leadership development, and promoting and supporting Christian Camping both in New Zealand and around the world.

S1.7 About Us:

CYC Waihola (Inc) is a New Zealand organisation that provides Christian-based indoor and outdoor education, activities, recreation, and accommodation facilities for young people and families. CYC is led and staffed by a diverse group of people from different backgrounds, cultures, and Christian denominations, united in our desire to fulfil the Vision and Mission of CYC.

CYC aims to provide a fun, safe, and supportive environment where young people and their families can develop their personal, social, and spiritual skills through a range of activities.

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Additionally, CYC runs programs, including leadership development and discipleship training to help people grow in their faith and character.

CYC offers accommodation facilities and catering for school groups, church groups, and various other organisations supporting Christian Camping both in New Zealand and around the world.

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CONSTITUTION

CHRISTIAN YOUTH CAMPS WAIHOLA INCORPORATED

1 INTRODUCTION

1.1 Name

The name of the Society shall be Christian Youth Camps Waihola Incorporated.

1.2 Registered Office

The registered office of the Society shall be 70 Finlayson Road, Waihola, or such other place as the Council shall nominate from time to time.

1.3 Charitable Status

The Society is already, or intends after incorporation, to be registered as a charitable entity under the Charities Act 2005.

2 DEFINITIONS AND INTERPRETATION

In this Constitution, unless context otherwise requires:

2.1 Definitions

- 2.1.1 **Act** means the Incorporated Societies Act 2022 or any Act which replaces it (including amendments to it from time to time).
- 2.1.2 **AGM or Annual General Meeting** means the Annual General Meeting of the Society, being in accordance with Paragraph 8.1.1(a).
- 2.1.3 **Chairperson** means the Officer appointed to that role in accordance with Clause 6.2.
- 2.1.4 **Charitable Purposes or Purposes** are those purposes, objects or aims for which this Society is, or was formed, as further recorded in Section 3, comprising of Primary Charitable Purposes (see Clause 3.1) and Subordinate Charitable Purposes (see Clause 3.2), and being a purpose or purposes which, in accordance with the Proper Law are defined as charitable.
- 2.1.5 **Constitution** means this constitution as amended from time to time.
- 2.1.6 **Contact Person** means the person or persons appointed in accordance with Clause 9.3.
- 2.1.7 **Council** means the Officers, elected and appointed to manage the affairs of the Society in accordance with this Section 5, including the Chairperson, Secretary and Treasurer either individually or following incorporation collectively a committee set out in Section 45 of the Incorporated Societies Act 2022.
- 2.1.8 **Deputy Chairperson** means the Officer appointed to that role in accordance with Clause 6.2.
- 2.1.9 **Interdenominational** means on a non-denominational basis and that the work is not linked to any particular denomination
- 2.1.10 **Interested Member** means a member who is interested in a matter for any of the reasons set out in Section 62 of the Incorporated Societies Act 2022.
- 2.1.11 **Member** means a member of the Society in accordance with Section 4.
- 2.1.12 **Officer** means a Member appointed to that role in accordance with Section 5.
- 2.1.13 **Operations Manager** means the Officer appointed to that role in accordance with Clause 6.2.

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- 2.1.14 **Ordinary Resolution** means a resolution of the Society passed by a simple majority of the persons entitled to vote in person or by proxy on a question or matter.
- 2.1.15 **Proper Law** means the law governing this Society, being in accordance with Clause 9.7.
- 2.1.16 **Register of Interests** means the register of interests kept in accordance with Sub-clause 12.1.6.
- 2.1.17 **Register of Members** means the register of Members kept in accordance with Clause 7.7.
- 2.1.18 **Secretary** means the Officer appointed to that role in accordance with Clause 6.2.
- 2.1.19 **SGM or Special General Meeting** means a general meeting other than an AGM, being in accordance with Paragraph 8.1.1(b).
- 2.1.20 **Society** means the society incorporated for the Purposes in this Constitution (recorded in Section 3) and terms of the same, being Christian Youth Camps Waihola Incorporated.
- 2.1.21 **Society Funds** means the total of any of the following (which may together, unless recorded to the contrary, be treated as one fund):
- (a) *Original Settlement*: funds settled upon the Society by the Members to establish this Society.
 - (b) *Property Transferred*: any property transferred to the Society after the date of this Constitution, which the settlor or donor directs the Society to hold for the Purposes of this Society.
 - (c) *Property Owned*: any property which the Society owns on the date of this Constitution and that the Society declares at any time after the date of this Constitution to be held for the Society.
 - (d) *Property Acquired*: any property which the Society acquires after the date of this Constitution from any source and by any means for the Purposes of the Society; and
 - (e) *Money and Investments*: any money, including but not limited to any money or income from any of the above property, and all money and investments at any time representing any of the above property,

which the Society shall hold upon, with and subject to the Society's, powers and provisions of this Society and the Society shall have the right at any time or times to accept such additional money investments or other Property as may be paid or transferred to it upon the Society by any person either personally or by testamentary act or disposition (including property of an onerous nature the acceptance of which the Society considers to be beneficial) all of which shall be, unless recorded to the contrary, accounted for collectively as one Society Fund.

- 2.1.22 **Special Resolution** means a resolution of the:
- (a) Society; or
 - (b) Council,
- passed by a majority of no less than 75% of the persons entitled to vote in person or by proxy on a question or matter.

- 2.1.23 **Treasurer** means the Officer appointed to that role in accordance with Clause 6.2.

2.2 Interpretation

- 2.2.1 **Background and Schedules**: The Background and Schedules form part of this Constitution.
- 2.2.2 **Clauses**: References to Parties, Background, Sections, Clauses, Sub-clauses, Paragraphs, or Schedules are references to this Constitution and this Constitution's Parties, Background, Sections, Clauses, Sub-clauses, Paragraphs or Schedules.

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2.2.3 Defined Expressions:

- (a) Expressions defined in this Constitution are represented by bolded words encased in quotation marks and brackets; and
- (b) Expressions defined in this Constitution including under the Sections headed Parties, Background, Schedules (if any) along with those expressions defined in the main body of this Constitution, have the defined meaning in the whole of this Constitution, including in the Background.

2.2.4 Definitions Imported from:

- (a) **Act:** Words and phrases given a meaning by the Act will have the meaning in this Constitution.
- (b) **Legislation Act 2019:** The expression "working day" has the meaning given to said expression under the Legislation Act 2019.
- (c) **Privacy Act 2020:** The expression "personal information" has the meaning given to said expression under the Privacy Act 2020.

2.2.5 Gender: Words importing one gender include the other gender.

2.2.6 Headings: Section and other headings are for ease of reference only and do not from any part of the context or otherwise affect this Constitution's interpretation.

2.2.7 Negative Obligations: Any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done.

2.2.8 Notice: Any notice or other communications given under this Constitution must be in writing and served by one of the following means and in respect of each is deemed to have been served as described:

- (a) Personally – when received by the person; or
- (b) By posting to the other person at their usual or last known place of residence or address for service – on the fifth day following the date of posting; or
- (c) By sending via electronic mail to the other person at their usual or last known email address – immediately upon clearing from the serving person's outbox provided that a non-deliver report is not received by the sending person.

A notice of other communication which is received after 5:00 pm or a non-working day (each in place of receipt) is taken to be delivered at 9:00 am on the next working day in the place of receipt.

2.2.9 No Limitation: References to anything of a particular nature either before or after a general statement does not limit the general statement.

2.2.10 Persons: References to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality.

2.2.11 Plural and Singular: Singular words include the plural and vice versa.

2.2.12 Statutes and Regulations: References to any statutory provision include any statutory provision that amends or replaces it, and any subordinate legislation made under it.

2.2.13 Officer's Powers: Except as expressly stated in this Constitution, interpreting any provision of this Constitution will not limit or restrict the Officer's powers and discretions under this Constitution unless the context requires it.

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- (b) To exercise full rights, powers, and privileges necessary or desirable for the Purposes and as further cited under Clause 4.2.

provided that these powers are exercised subject to the restrictions in Clause 3.3.

4.2 Expansive Powers

The Society may exercise the following powers:

- (a) To become a member of, collaborate with, or join with other bodies or organisations, whether incorporated or not, in New Zealand and elsewhere having similar Purposes;
- (b) To carry out all or any of the objects of the Society and do all or any of the above things as principal, agent, contractor, or trustee or otherwise, and by or through trustees or agents or otherwise, and either alone or in conjunction with others, and
- (c) To do all such other things as are provided in this Constitution or which are incidental or conducive to the attainment of the Purposes and the exercise of the powers of the Society.

5 OFFICERS

5.1 Eligibility for Officers

- 5.1.1 **Consent:** Prior to appointment, every Officer (being a natural person being 16 years or older) must:

- (a) consent in writing to be an Officer; and
- (b) certify in writing that they are not disqualified from being appointed or holding office as an Officer by this Constitution or the Act; and
- (c) subscribe in writing to the Purposes, Schedule 2 Statement of Faith, and core values of the Society.

- 5.1.2 **Disqualification Criteria:** Disqualification criteria are as prescribed in the Act and may be further expanded by the Society by Special Resolution or the Council by Ordinary Resolution signed by the Council.

- 5.1.3 **Deemed Disqualification:** If any of the circumstances in Sub-clause 5.1.2 applies or occurs in relation to an existing Officer, they shall be deemed to have immediately vacated their office.

5.2 Election of Officers

- 5.2.1 **Election:** Officers shall be elected by the Members at each annual general meeting in accordance with the process set out below at Sub-clauses 5.2.2 and 5.2.3

- 5.2.2 **Nomination:** Nomination for candidates for election as Officers shall:

- (a) be made in writing, signed by two Members, and accompanied by the written consent of the candidate; and
- (b) be delivered to the Secretary no later than thirty (30) days prior to the date fixed for the annual general meeting at which the election is to take place.

- 5.2.3 **Process for Election:**

- (a) If insufficient nominations are received, any vacant positions remaining on the Council shall be deemed to be casual vacancies and shall be dealt in accordance with Sub-clause 6.3.3.
- (b) If the number of nominations received exceeds the number of vacancies to be filled, a ballot shall be held. The ballot for the election of Officers shall be conducted at the

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annual general meeting in such usual and proper manner as the Council may direct, notwithstanding anything to the contrary in this Constitution.

5.3 Cessation of Officer

An Officer's appointment shall cease at the happening of any one of the following events:

- (a) an Officer resigns from the Council by giving one month's notice in writing to the Chairperson or the Secretary.
- (b) unless re-elected, an Officer shall cease to be an Officer at the expiry of their Term.
- (c) an Officer dies.
- (d) the Council may remove an Officer by an Ordinary Resolution of the Officers (not including the Officer who is subject to the vote) if the Officer has:
 - (i) breached or failed to comply with this Constitution, any policy or procedure adopted by the Council, or any other resolution of the Council;
 - (ii) acted in a manner unbecoming of a Member or contrary to the Purposes; or
 - (iii) acted in a way that has, or may have, brought the Society or any Member or other Officer into disrepute.
- (e) an Officer shall cease to be an Officer if any of the disqualifying factors set out in Clause 5.1 applies.
- (f) an Officer that is absent for three consecutive meetings of the Council without an acceptable explanation shall be asked to resign from the Council.

6 COUNCIL

6.1 Composition

The Council shall consist of not less than ten (10) Officers. The number of members of the Council for the ensuing year shall be determined by the Council prior to each Annual General Meeting.

6.2 Officers of the Council

6.2.1 **Roles:** The Council shall have the following Officers:

- (a) **Chairperson:** The Chairperson shall preside at all meetings at which the Chairperson is present. In the absence of the Chairperson, the Deputy Chairperson shall be the chairperson of the meeting. If neither the Chairperson nor the Deputy Chairperson is present, then the remaining Officers present at the meeting shall elect by an Ordinary Resolution a person present to be the chairperson of the meeting.
- (b) **Secretary:** The Secretary shall be responsible for issuing notices of all meetings, keeping minutes and records of Council and meetings, and to perform such other duties as the Council may direct as are normally incidental to the office of a Secretary.
- (c) **Treasurer:** The Treasurer shall have shared custody (with Operations Manager) of the Society's financial records and funds. The Treasurer is responsible for ensuring compliance with all statutory and financial matters of the Society are complied with and that provisions of the rules as to such matters are carried out, and to perform such other duties as the Council may determine and as are normally incidental to the office of a Treasurer.
- (d) **Deputy Chairperson:** The Deputy Chairperson shall be the Officer elected or appointed to deputise in the absence of the Chairperson, and shall perform all duties

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normally incidental to the office of Deputy Chairperson, including such additional duties as the Council may from time to time determine.

- (e) **Operations Manager.** The Operations Manager shall be the Officer appointed and employed by the Council to manage the day-to-day operations of the Society and implement Council decisions, and shall perform any additional duties the Council may determine. The Council-appointed Operations Manager is deemed to be automatically appointed to the Council for the duration of their employment; however, that person may not be appointed as Chair of the Council and shall not have voting rights at Council meetings.

- 6.2.2 **Appointment.** The Chairperson, Secretary, Treasurer and Deputy Chairperson shall be appointed by an Ordinary Resolution of the Officers. In the event of there being an equality of votes for any election the matter shall be determined by lot.

6.3 Term of Officers

- 6.3.1 **Term:** Each Officer shall be elected for a term commencing on the date they are elected and expiring at the end of the next Annual General Meeting after their election ("Term"). Upon expiry of an Officer's initial Term, each Officer may be re-elected for a further Term, or consecutive further Terms which will, in each case, expire at the end of the Annual General Meeting after the Officer is re-elected.

- 6.3.2 **Term of Chairperson:** Notwithstanding Sub-clause 6.3.1 no Officer may serve for more than three consecutive Terms in the office of the Chairperson.

- 6.3.3 **Casual Vacancy:** If a casual vacancy arises in the membership of the Council during its term of office, the remaining Officers may, by majority resolution, appoint a person of their choice to fill the vacancy on an interim basis, or may leave the vacancy unfilled. Any person so appointed shall hold office until the next Annual General Meeting, at which time the appointment shall be ratified or a replacement elected by the Society. No more than two (2) vacancies may be filled by interim appointment in any twelve (12) month period.

6.4 Powers, Duties and Responsibilities

- 6.4.1 **Powers:** The Council shall have the powers and responsibilities ascribed under Section 4, including the powers to manage and invest Society Funds. The Council shall have the right to incorporate as a Council under the Act.

- 6.4.2 **Duties:** At all times, each Officer shall:

- (a) act in good faith and in furtherance of the Purposes and act in the best interests of the Society at all times.
- (b) exercise the powers of the Council for proper purposes.
- (c) not act, or agree to the Society acting, in a manner that contravenes this Act or this Constitution.
- (d) exercise the care, diligence and skill that a reasonable Officer would exercise in the same circumstances taking into account, but without limitation, the nature of the Society, the nature of the decision, the position of the Officer and the nature of the responsibilities undertaken by the Officer.
- (e) not agree to the Society incurring any obligations unless the Officer believes at that time on reasonable grounds that the Society will be able to perform the obligations when it is required to do so.
- (f) keep confidential any information that the Officer would not otherwise have available to him or her other than in their capacity as an Officer, to any person, or

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not use or act on that information except as agreed by the Council for the purposes of the Society or as required by law.

(g) regularly attend meetings of the Council and general meetings of the Society.

6.4.3 **Validity of Acts and Decisions:** The Council shall be entitled to perform all such acts and do all such things as appear to the Council to be necessary or desirable for the proper management of the affairs of the Society.

6.4.4 **No Limitation:** To the extent permitted by law, the powers conferred on the Council (and/or its Officers) by this Constitution are not in any way limited or restricted by the provision of any statute.

6.5 Sub-committees of the Council

6.5.1 The Council shall appoint annually, with a convenor from its number, a camping sub-committee of Council consisting of not less than five members. This camping sub-committee shall be responsible for the organisation of camps in accordance with the purposes of the Society. The sub-committee is to include at least two Council Members (with one to be the convenor of the sub-committee), along with at least one current camp director (that is, a person who has directed a camp within the previous 24 months). The camping sub-committee shall submit a list of potential camp directors to the Council for approval.

6.5.2 The Council shall appoint annually, with a convenor from its number, further sub-committees as the Council deems necessary for the management and furtherance of the purposes of the Society. Such sub-committees are to include at least two Council Members (with one to be the convenor of the committee). These sub-committees are to report to Council and are to operate within the guidelines and responsibilities given to them by the Council.

(a) If a convenor is not able to be provided from existing Council Members, the Council may appoint a suitable convenor, subject to Sub-clause 6.5.6.

6.5.3 These sub-committees shall meet at such times and places as shall from time to time be determined by the convenor of the sub-committee, and at all such meetings the sub-committee shall determine its own procedures.

6.5.4 Notice in writing of every such sub-committee meeting shall be given either by the Secretary of the sub-committee or by the convenor of the sub-committee to each member of the committee and shall be deemed to be duly given if notified either by a posted letter addressed to him at his last known place of abode or by email to his last known email address not less than three (3) working days before the time appointed for the holding of the meeting in question.

6.5.5 A quorum shall be formed at meetings of a sub-committee where not less than half the appointed members of the said sub-committee are present, but in any event, the quorum shall be no less than three (3) members.

6.5.6 All members of the sub-committees must be appointed from within the current Society membership

6.6 Meetings of the Council

6.6.1 **Conduct of Meetings:** The Council may meet together, adjourn or otherwise regulate its meeting and procedures for conducting its business as it thinks fit, including by way of remote meetings (see Sub-clause 6.6.7).

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- 6.6.2 **Quorum:** A quorum for meetings of the Council shall be eight (8) Officers, including either the Chairperson or the Secretary. No business of the Council shall be conducted at any time when less than a quorum is present.
- 6.6.3 **Notice:** Notice of each meeting of the Council shall be given to all Officers at least seven (7) calendar days prior to the date appointed for such meeting. The time periods for the notice of meetings of the Council may be waived with the approval (to be recorded in the minutes of such meeting) of not less than three Officers personally present at such meeting.
- 6.6.4 **Decisions of the Council:**
- (a) Matters or questions arising at any meeting of the Council shall be determined by consensus where reasonably achievable (except where provided to the contrary in this Constitution). If consensus cannot be reached, the matter or question may be resolved by an Ordinary Resolution of those Officers present and eligible to vote on the matter or question.
 - (b) The Chairperson shall not have a second or casting vote. If the Council is unable to arrive at a decision, the status quo shall prevail.
- 6.6.5 **Minutes:** The Council shall cause minutes to be duly entered in the minute book of the Council. The minutes shall record details of all matters considered by the Council at each meeting together with details of all decisions made and resolutions, whether passed or lost. Any minute of any meeting of the Council if signed by the Chairperson of such meeting or by the Chairperson of the next succeeding meeting shall be receivable as prima facie evidence of the matters stated in such minutes.
- 6.6.6 **Resolutions:** A resolution in writing signed by an Ordinary Resolution of the Council for the time being shall be valid and effectual as if a meeting of the Council duly convened and held had passed it. Any such resolution may consist of several documents in identical form each signed by one or more Officer and any such document sent by an Officer by facsimile or digital transmission will be deemed to have been signed by such Officer.
- 6.6.7 **Remote Conferences:** The contemporaneous linking by audio and/or visual means of a sufficient number of the Officers shall constitute a meeting of the Council. Officers may attend either in-person or by remote means, provided that:
- (a) all the Officers have received notice of the meeting; and
 - (b) each Officer taking part can hear and be heard by the others at the commencement of the meeting and so acknowledges.
- 6.6.8 **Council Motion:** The Council may propose motions to be voted on at either an AGM or SGM. These motions must be included in the meeting agenda notified to Members in accordance with Sub-clause 8.3.4.
- 6.7 **Functions, Powers and Duties of the Council**
- 6.7.1 **Scope:** The Council may exercise any powers, authority and discretions of the Society as permitted by this Constitution and do on its behalf all such acts as they deem necessary or expedient to manage, direct and supervise, the operation, affairs and finance of the Society.
- 6.7.2 **Regulations & By-Laws:** The Council shall have the power to make regulations or by-laws dealing with all matters not provided for by the Constitution provided that such regulations or by-laws are not inconsistent with the provisions of this Constitution or the provisions of the Act.
- 6.7.3 **Delegation:** The Council may delegate any of the powers, authorities and discretions conferred upon it to any person or persons or sub-council or sub-councils appointed by the Council for that purpose whether or not any such person or member of a sub-council is an

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Officer. Delegation may be with such functions and authority and subject to such restrictions as the Council may in its absolute discretion think fit and from time direct or redirect.

7 SOCIETY MEMBERSHIP

7.1 Minimum Number

The Society shall maintain the minimum number of Members required by the Act.

7.2 Classes of Membership

7.2.1 Financial Member: Must pay the annual subscription fee by the due date in accordance with Clause 7.4, and confirm their continued acceptance of the Statement of Faith at Schedule 2.

7.2.2 Supporting Member: This is a non-financial class of membership for School or University students or non-remunerated staff such as ministry camp volunteers. These members would not need to pay the subscription but would not be able to vote at General Meetings.

7.3 Process

To become a Member, the prospective Member must complete, submit and sign (consenting to become a Member and be in full agreement with the Statement of Faith at Schedule 2) a membership application in such form as prescribed by the Council from time to time, and have such application accepted by the Council. Accordingly, the Council:

- (a) may accept or decline an application for membership at its sole discretion; and
- (b) must advise the applicant of its decision.

7.4 Fees & Subscription

Members must pay all applicable membership fees by the due date as prescribed by the Council. The Council shall, from time to time, determine the nature and amount of any membership fee or fees payable by Members to the Society, including the due date for payment and the manner for payment of such fees in accordance with this Constitution. The annual membership subscription shall fall due on 1 April and be payable by 30 April each year. The Council shall have an absolute right to suspend any rights and privileges enjoyed by any Member who fails to pay any applicable membership fees as they fall due.

7.5 Cessation of Membership

7.5.1 A person ceases to be a Member if:

- (a) they are more than six months in arrears of any membership fee and fails to provide an explanation acceptable to the Council.
- (b) they resign as a Member by giving one month's notice in writing to the Council.
- (c) the Council, in its sole discretion, considers that a Member has:
 - (i) breached or failed to comply with this Constitution, any policy or procedure adopted by the Council, or any other resolution of the Council;
 - (ii) acted in a manner unbecoming of a Member or contrary to the Purposes and Schedule 2 Statement of Faith; or
 - (iii) acted in a way that has, or may have, brought the Society or any Member into disrepute.
- (d) dies or otherwise ceases to exist.

and any such person ceasing to be a Member under this Sub-clause 7.5.1 shall forfeit all rights in and claims against the Society.

Handwritten signatures and initials:
P.P. O.S. P.S. K.O. H.B. A.H.B. Kog. etc.

- 7.5.2 **Liability for Membership Fees.** Any Member who ceases to be a Member will remain liable for any membership fees and subscription which becomes due prior to the cessation of that Member's membership.

7.6 Reinstatement

The Council may reinstate the membership of any former Member at the Council's sole discretion.

7.7 Register of Members

- 7.7.1 The Society shall maintain the Register of Members, which shall include:

- Name and contact details of each Members.
- Last known contact details of each Member.
- The date on which each person became a Member.
- The name of each person who has ceased to become a Member within the prior seven years and the date on which each such person ceased to become a Member.
- All other information prescribed by the regulations made under the Act (if any), including the information otherwise required by the Council.

- 7.7.2 Each Member shall promptly notify the Society of any changes to their details recorded in the Register of Members. The Society shall update the Register of Members as soon as practicable after becoming aware of any such changes to the information recorded to it.

8 MEETINGS OF THE SOCIETY

8.1 Types of Meetings

- 8.1.1 The Society shall have the following meetings:

- AGM:** The Society is required to hold an annual general meeting once a year, to be held no later than 6 months after the balance date (as recorded in Sub-clause 9.2.6) or 15 months after the previous annual general meeting of the Society. The Council will determine the time and place of each year's annual general meeting.
- SGM:** A general meeting, other than an annual general meeting, may be requested by the Council or by written requisitions signed by not less than 25% of the Members. The Secretary shall call a special general meeting within 14 days of receiving an effective request.

- 8.1.2 **Required Information:** The Chairperson (or the Secretary, if delegated) shall produce, at each annual general meeting, the following information:

- an annual report on the operations and affairs of the Society during the most recently completed accounting period;
- the financial statements of the Society for the most recent financial year;
- a summary of disclosures of interest made by the Officers; and
- the minutes of the previous annual general meeting.

8.2 Requirements

- 8.2.1 **Quorum Required.** No business shall be transacted at a general meeting of the Society unless the quorum is present at the time the meeting proceeds to business.

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- 8.2.2 **Quorum:** The quorum for a general meeting shall be not less than 51% of the Members eligible to vote at any general meetings, either present in person or by proxy, or participating in the meeting by means of audio, audio and visual, or electronic communications.
- 8.2.3 **Notice:** A notice of general meeting of the Society shall be sent to every Member not less than thirty (30) working days before the date of such meeting. Such notice shall specify the date, time and venue of such meeting. In the case of a general meeting other than an annual general meeting such notice shall specify all business and all notices of motions to be considered at such meeting. No business or notice of motion which is not specified shall be discussed or transacted at such meeting.
- 8.2.4 **Validity of Proceedings:** The accidental omission to give notice, or the non-receipt of such notice by, any Member shall not invalidate the proceedings at any such meeting.
- 8.2.5 **Chairperson:** The chairperson at any general meeting shall be:
- the Chairperson of the Society;
 - if the Chairperson is unavailable or unwilling then the Deputy Chairperson of the Society; or
 - if neither the Chairperson or the Deputy Chairperson is present or willing, then the remaining Officers present may choose one of their number to chair the meeting.
- 8.2.6 **Adjournment:**
- If a quorum is not present within half an hour from the time appointed for the holding of a general meeting convened on requisition of Members, the meeting shall be dissolved.
 - If a quorum is not present within half an hour from the time appointed for the holding of an annual general meeting or a general meeting requested by the Council, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Council shall determine (such date not to be later than 14 days from the date of the adjourned meeting). If at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the Members present shall constitute a quorum.
- 8.2.7 **Adjourned Meetings:** No business other than that business which might have been transacted at the meeting from which the adjournment took place shall be transacted at any adjourned meeting. Members shall not be entitled to receive any notice in respect of adjourned meetings.
- 8.2.8 **Remote Conferences:** A general meeting may be held either in person, remotely (i.e., the contemporaneous linking by audio and/or visual means), or by a combination of both, where the Council determines it is necessary due to urgency, cost, or efficiency, or where the Members have agreed at a prior general meeting to use remote means for a specific purpose (excluding email communications), provided that:
- all Members entitled to attend have received notice of the meeting; and
 - the quorum requirements for the general meeting are met in accordance with Sub-clause 8.2.2.
- 8.2.9 **Minutes:** The Secretary must keep minutes of all proceedings at all General Meetings. Minutes signed correctly by the Chairperson of the meeting are prima facie evidence of the proceedings at the meeting.

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8.3 Motions

8.3.1 **Member's Motion:** Any Member may request that a motion (a "Member's Motion") be put to vote at a general meeting by giving notice to the Secretary no later than forty (40) working days before the date of the meeting.

8.3.2 **Threshold:** A Member's Motion will automatically be included in the agenda for voting if:

- (a) it purports to alter any part of this Constitution, and is signed by at least 20% of Members; or
- (b) it relates to any other matter or question and is signed by at least 15% of Members.

Each supporting Member must include their name, contact details, and signature with the notice.

8.3.3 **Process:** The Council may:

- (a) request reasonable further information about the Member's Motion, which shall be provided to the Council within two (2) calendar days of the request; and
- (b) in its sole discretion, determine whether to include a Member's Motion that does not meet the threshold set out in Sub-clause 8.3.2.

Any Member's Motion that meets the relevant threshold set out in Sub-clause 8.3.2, or is approved by the Council under this Sub-clause, must be included in the agenda notified to Members in accordance with Sub-clause 8.3.4.

8.3.4 **Agenda:** An agenda setting out the business to be discussed at a general meeting shall be circulated by the Secretary to the Council and all Members no later than fifteen (15) working days before the date of the general meeting. Any additional items not listed on the agenda may only be discussed at the meeting with the approval of:

- (a) an Ordinary Resolution of those Members present at the general meeting; and then by,
- (b) an Ordinary Resolution of those Officers present at the general meeting.

8.4 Voting

8.4.1 **One Member – One Vote:** Each Member present at a general meeting is entitled to one vote.

8.4.2 **Unpaid Fees:** Unless all monies owed to the Society by a Member have been paid in full, that Member shall not be entitled to vote at any general meeting, whether in their own right or as a proxy for another person.

8.4.3 **Voting at Meetings:** At any general meeting:

- (a) a resolution may be proposed by the Chairperson or by any Member present at the meeting and entitled to vote.
- (b) resolutions shall be decided on voices or a show of hands or by electronic means, unless a poll is demanded on or before declaration of the result of the voices, show of hands or electronic vote by:
 - (i) the Chairperson of the meeting; or
 - (ii) Ordinary Resolution of those Members present at the general meeting.
- (c) where a resolution is determined by voices or a show of hands, a declaration by the Chairperson that such resolution has been carried or lost or an entry to that effect in the Society's minute book, shall be conclusive evidence of that result without further proof of the number or proportion of votes recorded in relation to such resolution.

Handwritten signatures and initials at the bottom of the page, including "P.P.", "b.s.", "MR", "Z.P.S.", "K.S.", "A.N.B.", "Kag.", and "R.H.". There are also some illegible scribbles and initials.

- (d) resolutions shall be passed by an Ordinary Resolution unless this Constitution expressly requires a Special Resolution, a unanimous resolution of all Members, or another specific voting threshold.
- (e) in the event of a tie, the Chairperson may exercise a casting vote; and
- (f) a Member may exercise the right to vote either by being present or participating by electronic communication or by proxy. A proxy may attend, participate, and vote at a general meeting as if the proxy were the Member. A proxy must be appointed by notice in writing, signed, or assented to, (including by email) by the Member in accordance with Sub-clauses (f) to 8.4.8.

8.4.4 **Appointment of Proxy:** A Member may appoint a proxy to attend, speak, and vote on their behalf at a general meeting. The instrument appointing a proxy must be in writing and signed by the Member (or their duly authorised attorney), or in the case of a body corporate, signed by an authorised officer or attorney, or executed under seal. A Member shall be entitled to instruct his or her proxy in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may vote as he or she thinks fit.

8.4.5 **Form of Proxy:** The instrument appointing a proxy may be in the following form or in a common or usual form:

I, _____ of _____
being a member of Christian Youth Camps Waihola Incorporated (the Society), hereby
appoint _____
_____ of _____ or,
failing them, _____ of _____
as my proxy to vote on my behalf at the (annual) general meeting of the Society to be held
on the _____ day of _____ and at any adjournment thereof.
My proxy is authorised to vote in favour or/against the following resolutions:
Signed this _____ day of _____ 20 _____.

8.4.6 **Notice of Proxy:** The instrument appointing a proxy and the power of attorney or authority, if any, under which it is signed or a certified copy of that power or authority, must be received by the Secretary, at the registered office or at such address specified in the notice of meeting, no later than 48 hours before the scheduled start time of the meeting or adjourned meeting at which the proxy intends to vote. Any proxy not received by that time shall be invalid.

8.4.7 **Validity of Proxy:** A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, unless notice in writing of such event is received by the Society before the commencement of the meeting or adjourned meeting.

8.4.8 **Objections to Proxy:** No objection shall be raised to the qualifications of any proxy vote except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at that meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairperson of the meeting whose decision shall be final and binding.

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9 ADMINISTRATION

9.1 Access to Society Information

9.1.1 **Written Request.** A Member may submit a written request to the Secretary for access to information held by the Society, provided the request contains sufficient detail to identify the information sought.

9.1.2 **Grounds for Refusal.** The Secretary shall consult with the Council to determine whether the request for information is to be met with reference, but without limitation, to the following grounds: for refusal:

- (a) the information must be withheld to protect the privacy of natural processes, including deceased persons;
- (b) disclosure would, or would be likely to, prejudice the commercial position of the Society or any of its Members;
- (c) disclosure would, or would be likely to, prejudice the commercial position of any other person, whether or not that person provided the information to the Society;
- (d) the information is not relevant to the operations or affairs of the Society; or
- (e) the request is frivolous or vexatious.

9.1.3 **Access to Member's Information.** A Member seeking access to the details of another Member must make a written request to the Council. The Council may, at its sole discretion and subject to the written consent of the Member whose information is sought, approve the release of such information.

9.1.4 **Compliance.** In all other respects, the Members' personal information will be dealt in accordance with the Privacy Act 2020 and the Society's privacy policy or guidelines (if any).

9.2 Accounts

9.2.1 **Control and Management.** The funds and property of the Society shall be:

- (a) controlled, invested and disposed of by the Council, subject to this Constitution, and
- (b) devoted solely to the promotion of the objects and purposes of the Society.

9.2.2 **Power to Borrow Money.** The Council shall have the power to borrow on temporary bank overdraft up to a limit set by an Ordinary Resolution of the Members.

9.2.3 **Bank Accounts.** The Council shall operate such accounts with any trading bank, savings bank and/or trustee bank as the Council may from time to time appoint, into which account or accounts shall be banked all moneys received by the Society.

9.2.4 **Payments and Debits.** All payments, withdrawals and other negotiable instruments shall be signed by or authorised by any two of the Officers from time to time appointed by the Council for that purpose. The Council may appoint different person or persons to sign cheques or authorise payments on different accounts and the Council may from time to time by notice in writing revoke any such appointment or appointments.

9.2.5 **Imprest Account.** The Council may authorise:

- (a) the Secretary and/or the Treasurer; and/or
- (b) one or more other persons (whether or not the Officers of the Council).

to authorise payments in respect of any account designated by the Council as imprest account(s). The designated account shall be for the payment of ordinary day-to-day accounts and wages and salaries in connection with any business or activity of the Society, and subject to such limits and terms and conditions as will be specified by the Council.

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- 9.2.6 **Balance Date.** The Society's financial year shall run from 1 April to 31 March, or such other 12-month period as the Council may resolve from time to time.
- 9.2.7 **Accounting.** The Council shall ensure that proper financial statements are prepared in respect of each financial year, in accordance with the requirements of the Act, and that true and accurate entries made therein of the assets and liabilities of the Society and of all the sums and money received and paid by the Society.
- 9.2.8 **Open for Inspection.** Such book of accounts shall, at all times, be open to the inspection by any person appointed by the Members to inspect the books at such reasonable times agreed by the Council.
- 9.3 Contact Person**
- 9.3.1 **Appointment.** The Secretary shall be the Society's Contact Person. The Council may, by an Ordinary Resolution, appoint up to two additional Officers as Contact Person(s).
- 9.3.2 **Qualification.** The Society's Contact Person(s) must be:
- (a) an Officer;
 - (b) at least 18 years of age;
 - (c) ordinarily resident in New Zealand; and
 - (d) not disqualified under the Act from holding that office.
- 9.3.3 **Notification to the Registrar.** Any change in the Contact Person(s) or that person(s) name or contact details shall be notified to the Registrar of the Incorporated Societies within twenty (20) working days of any such change occurring or the Society becoming aware of the change.
- 9.4 Indemnity of Officers and Employees**
- The Society shall indemnify its Officers and employees of the Society out of the funds of the Society from and against all liabilities, claims, causes of action, actions, legal fees, costs (including costs incurred in defending or settling any claim or proceeding), expenses, demands and obligations that such Officer or employee of the Society incurs for any acts or omissions in their capacity as Officer or employee of the Society unless such act or omission is brought about by their own dishonesty or wilful breach of this Constitution.
- 9.5 Insurance for Officers and Employees**
- 9.5.1 The Society may, with the prior approval of the Council, effect insurance for any Officers or other officers or employees of the Society in respect of:
- (a) all liabilities, claims, causes of action, actions, legal fees, costs (including costs incurred in defending or settling any claim or proceeding), expenses, demands and obligations that such Officer or employee of the Society incurs for any acts or omissions in their capacity as Officer or employee of the Society unless such act or omission is brought about by their own dishonesty or wilful breach of this Constitution.
 - (b) costs incurred by any Officer or employee in defending any criminal proceedings that have been brought against the Officer or employee of the Society in relation to any alleged act or omission in their capacity as an Officer or employee of the Society and in which they have been acquitted.
- 9.5.2 The Officers who vote in favour of authorising insurance under Clause 9.5.1 must sign a certificate stating that, in their opinion, the cost of effecting insurance is fair to the Society.

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9.6 Method of Contracting

9.6.1 Authorised Signatories: In addition to any method of contracting provided in the Act and Sub-clause 9.6.2, any contract or other enforceable obligation which would by law be required to be by deed may be entered into on behalf of the Society in writing signed under the name of the Society by:

- (a) any Officer authorised to do so by an Ordinary Resolution of the Council; or
- (b) any other person or class of persons authorised to do so by an Ordinary Resolution of the Council.

in either case whose signature or signatures must be witnessed.

9.6.2 *Common Seal*. The common seal:

- (a) may only be used with the authority of the Council and shall be affixed to any applicable contract or other enforceable obligation in the presence of any two Officers (one of whom shall be the Chairman or the Secretary) whose signatures must accompany the affixing of the common seal.
- (b) in relation to third parties;

- (i) common seal shall be deemed to have been duly affixed, if the affixing of the common seal is accompanied by the signatures of any two Officers (one of whom shall be the Chairman or the Secretary) notwithstanding any invalidity in the appointment of such Officer(s) as Officers or any irregularity in the meeting at which the affixing of the common seal was authorised
- (ii) signatures of the persons accompanying the affixing of the common seal shall be sufficient evidence that these persons are Officers.

9.6.3 **Revocation of Authority.** Any authorisation by the Council pursuant to Clause 9.6.1 may be revoked at any time by an Ordinary Resolution of the Council and may limit the authority of the signatory or signatories to sign under the name of the Society for a particular time or in relation to particular contracts or enforceable obligations or otherwise.

9.7 Proper Law

This Constitution and the Society are governed by and interpreted in accordance with the laws of New Zealand. Accordingly:

- (a) The Officers submit to the non-exclusive jurisdiction of all courts having jurisdiction in New Zealand, provided that any action against the Council or Society may only be taken in New Zealand.
- (b) Nothing in this Clause 9.7 is intended to prevent any party:
 - (i) seeking, in any court, orders granting interim relief or interim protective measures in support of proceedings brought or to be brought before a New Zealand court; or
 - (ii) seeking to enforce a New Zealand judgment in any other country.

10 DISPUTE RESOLUTION

10.1 Raising Disputes

Any grievance by a Member, including in relation to the Members rights and interests as a Member and any complaints concerning the alleged conduct or discipline of Members and any complaint by anyone, is to be lodged by the complainant with the Secretary in writing

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and must provide such details as are necessary to identify the details of the grievance or complaint (referred to in this clause as a "grievance").

10.2 Investigating Disputes

10.2.1 Rather than investigate and deal with any grievance, the Council may at its discretion acting reasonably:

- (a) appoint a sub-council to deal with the same, or
- (b) refer the same to an external arbitrator, arbitral tribunal or external referee, so long as minimum standards of natural justice and the following requirements under this clause are satisfied. Such external arbitrator, arbitral tribunal or external referee being appointed by mutual agreement of the Council.

10.2.2 The Council or any such sub-council or person considering any grievance is referred to hereafter as the "decision-maker".

10.2.3 The decision-maker:

- (a) shall consider whether to investigate and deal with the grievance, and
- (b) may decline to do so (for instance but without limitation to, if the decision-maker is satisfied that the complainant has insufficient interest in the matter or otherwise lacks standing to raise it; the matter is trivial or does not appear to disclose material misconduct; the matter raised appears to be without foundation or there is no apparent evidence to support it; some damage to Members' interests may arise; or the conduct, incident, event or issue has already been investigated and dealt with by the Society).

10.2.4 Where the decision-maker decides to investigate and deal with a grievance, the following steps shall be taken:

- (a) The complainant and the Member, or the Society, which is the subject of the grievance, must be advised of all details of the grievance.
- (b) The Member, or the Society, which is the subject of the grievance, must be given an adequate time to prepare a response.
- (c) The complainant and the Member, or the Society, which is the subject of the grievance, must be given an adequate opportunity to be heard, either in writing or at an oral hearing if the decision-maker considers that an oral hearing is required.
- (d) Any oral hearing shall be held by the decision-maker, and/or any written statement or submissions shall be considered by the decision-maker.

10.2.5 A Member may not make a decision on or participate as a decision-maker in relation to a grievance if two or more Council Members, or the decision-maker, consider that there are reasonable grounds to infer that the person may not approach the grievance impartially or without a predetermined view. Such a decision must take into account the context of the Society and the particular case and may include consideration of facts known by the other Members about the decision-maker so long as the decision is reasonably based on evidence that proves or disproves an inference that the decision-maker might not act impartially.

10.3 Rules of Investigation

10.3.1 In addition to the minimum rules of natural justice and any other rule in this Clause 10.3:

- (a) All Members (including the Council) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the Society's activities;

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- (b) The resolution of all disputes must be conducted in a manner that is consistent with natural justice; and
- (c) These dispute procedures are designed to enable and facilitate the fair, prompt and efficient resolution of grievances and complaints

10.4 Resolving Disputes

10.4.1 The decision-maker may:

- (a) dismiss a grievance, or
- (b) uphold a grievance and make such directions as the decision-maker thinks appropriate (with which the Society and Members shall comply),
- (c) uphold a grievance and:
 - (i) reprimand or admonish the Member, and/or
 - (ii) suspend the Member from membership for a specified period, or terminate the Member's membership, and/or
 - (iii) order the complainant (if a Member) or the Member complained against, to meet any of the Society's reasonable costs in dealing with the grievance.

11 LIABILITY

- 11.1.1 No Member shall be under any liability in respect of any contract or other obligation made or incurred by the Society.
- 11.1.2 The Society shall indemnify each Member against any liability properly incurred by such Member in respect of the affairs of the Society to the extent of property owned by the Society.
- 11.1.3 No action in law or otherwise shall lie in favour of any Member against any other Member or the Council or any Officer in respect of any act or omission pursuant to this Constitution.
- 11.1.4 Nothing in this Section 11 shall prevent an action in respect of any loss or expense arising from the wilful default of any person against whom such action is taken.

12 CONFLICT OF INTEREST

12.1 Disclosure of Interest

- 12.1.1 **Disclosure:** An Officer who is an Interested Member in respect of any matter being considered by the Society, must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the Council (as applicable) and recorded in the Register of Interests kept and maintained by the Council.
- 12.1.2 **Timing:** Disclosure must be made as soon as practicable after an Officer becomes aware that they are interested in this matter.
- 12.1.3 **Restrictions:** The Interested Member:
 - (a) must not vote or take part in a decision of the Council (and/or sub-council) relating to the matter; and
 - (b) must not sign any document relating to the entry into a transaction or the initiation of the matter; but
 - (c) may take part in any discussion of the Council (and/or sub-council) relating to the matter and be present at the time of the decision of the Council (and/or sub-council), unless the Council (and/or sub-council) decides otherwise an Ordinary Resolution.

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- 12.1.4 **Quorum Consideration:** An Interested Member who is disqualified from voting on a matter may still be counted for the purpose of determining whether a quorum is present at the meeting in which the matter is considered.
- 12.1.5 **Referral to Members:** If 50% or more of the Officers are prevented from voting on a matter because they are an Interested Member in respect of that matter, the matter shall be referred to a special general meeting for determination, unless all non-Interested Members agree otherwise.
- 12.1.6 **Register of Interests:** The Secretary shall at all times keep and maintain an up-to-date Register of Interests disclosed by Officers, as required under Sub-clause 12.1.1.
- 12.2 **Financial Profit**
- 12.2.1 **No Financial Profit:** No Member, or any person associated with a Member, shall derive any financial profit from the Society, except that a Member:
- (a) shall be entitled to be reimbursed out of the Society's assets for reasonable expenses properly incurred in carrying out the Society's purposes; and
 - (b) shall be entitled to be paid a salary, wages, or other payments for services, or enter into any other transaction with a Member on arm's length terms (as that term is defined in Section 24(3) of the Act).
- 12.2.2 **Influence:** No Member or person associated with the Society may participate in, or materially influence, any decisions of the Society in respect of the payment to or on behalf of that person or any Member of any income, benefit, or advantage.
- 12.2.3 **Restriction:** This Clause 12.2 and its effect must not be removed from this Constitution and must be included in any alteration, addition to or revision to this Constitution.

13 ALTERATIONS TO CONSTITUTION

- 13.1.1 **Restriction:** Subject to Clause 12.2, this Constitution may only be repealed or amended by a Special Resolution passed at a general meeting in accordance with this Constitution. For the avoidance of doubt:
- (a) no alteration, addition or revision of this Constitution shall be approved if it affects the Charitable Purposes at Clause 3.1, personal benefit prohibition, or the winding up provisions of the Society or Statement of Faith at Schedule 2. The provisions and effect of this Clause shall not be removed from this document and shall be included and implied into any document replacing this document.
 - (b) any minor and/or technical amendments to the Constitution may be made in accordance with Section 31 of the Act.
- 13.1.2 **Notification to Registrar:** If an amendment is approved by a General Meeting, it shall be notified to the Registrar of the Incorporated Societies in the form and manner specified in the Act for registration and shall take effect from the date of registration.
- 13.1.3 **Notification to Charities Services:** If the Society is registered under the Charities Act 2005, the amendment shall be notified to Charities Services as required by Section 40 of that Act.

14 DISSOLUTION

- 14.1.1 **Process:** The Society may be voluntarily liquidated, wound up, or dissolved if:
- (a) a Special Resolution to do so is passed at a general meeting; and
 - (b) that Special Resolution is confirmed by a further Special Resolution at a subsequent general meeting called for that purpose, held no earlier than sixty (60) calendar days

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after the date on which the first Special Resolution referred to in Sub-clause 14.1.1(a) was passed.

- 14.1.2 **Disposition of Property.** In no circumstances (including upon the winding up, liquidation or dissolution of the Society) shall any property of the Society be paid to or distributed to (or an equivalent amount, if the property is realised) the Members of the Society. If, upon the dissolution of the Society in accordance with Clause 14.1.1 and following payment of all debts and liabilities of the Society, any remaining funds, property and/or assets shall be distributed or transferred to any charitable entity having objects similar to the objects of the Society, within New Zealand. The approved charitable entity shall be decided by an Ordinary Resolution of the Council.

15 SIGNED AS A DEED UNDER SEAL



[Signature]

Officer

Russell Harrex
Vice Chairman

11-3-26

[Signature]

Officer

Karen Greenhow
Secretary/Treasurer

11-3-26

AIF AN Broadfield ANB
Grant Luan Bal
- Kynan [Signature]
Paul D [Signature] Pat
- Regan [Signature] NK
x Cam [Signature] [Signature]

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- Daniel [Signature] P.S.
Kevin K.D Gray
Mervyn - in K Marshall
Paul P [Signature] P.P.
- Peter [Signature] P.S.
x Hamish [Signature] [Signature]

Schedule 2 Statement of Faith

S2.1 Of the Word of God

S2.1.1 We believe that the Holy Spirit has inspired the Scriptures (the Old and New Testaments), and that they are the fully inspired and wholly trustworthy and infallible Word and Revelation of God. They are our final authority in all matters of faith and conduct.

S2.2 Of God

S2.2.1 We believe that God in the Trinity of His sacred person, Father, Son and Holy Spirit, eternally existent, is the only living and true God.

S2.3 Of the Lord Jesus Christ

S2.3.1 We believe in and confess that Jesus Christ, the eternal Son of God, came to earth to be the Saviour of the world. Conceived by the Holy Spirit and born of the virgin Mary, he is the complete revelation of God in human form, being both fully God and fully human. Living amongst us on this earth, He fulfilled the will of God, spoke the Word of God, and did the works of God.

S2.3.2 For our redemption and salvation, although himself sinless, Jesus was crucified by sinful men and became a sacrifice for our sins and for the sins of the whole world. He was raised to life again by the power of God, was resurrected on the third day, and that in His glorified body then ascended into heaven and is now at the right hand of God as the mediator, priest and advocate of His people; and that God has given him a name that is above every other name, that at the name of Jesus, every knee should bow and every tongue confess that Jesus Christ is Lord; and that at a moment unknown to us, He will return as He said in power and great glory, thus fulfilling the blessed hope of His Church, all those who profess belief in Him.

S2.4 Of the Holy Spirit

S2.4.1 We believe in the personality and deity of the Holy Spirit, who came to earth on the day of Pentecost to indwell believers, and who now indwells anyone who receives the gift of salvation. The Holy Spirit is eternal and divine, reveals Jesus Christ, God's Son to us, convicts us of sin and empowers us to live victorious Christian lives.

S2.5 Of Mankind and sin

S2.5.1 We believe that mankind was created in the image of God, in a state of sinlessness, but that when tempted by Satan, man sinned against God and thereby came under the power of sin, and that fallen sinful nature has been passed on to all humanity. All have sinned and fallen short of the Glory of God. The penalty of sin is death in all its forms, from which mankind can only be delivered by the redemption that is in Christ Jesus. We believe that the Word of God teaches that all people must be "born again" of the Holy Spirit and have faith in Christ Jesus, or be lost forever.

S2.6 Of the Devil

S2.6.1 Evil is real. Satan, the enemy of God, is active in this world to spoil and disrupt the Kingdom of God. We believe there is a hell, as well as a heaven, but Satan, sin and death have been overcome by Jesus Christ, God's Son, through His death and resurrection.

S2.7 Of the Church

S2.7.1 We believe that the Church (invisible) is the company of all who have been born again professing their faith in Jesus Christ as their Lord and Saviour, and have been formed by His Spirit into one living body of which Christ is the head; and that the Church (visible) has

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been commissioned to go into all the world and preach the gospel to every creature, with access to God in prayer and worship solely on the grounds of the sacrifice of Jesus Christ, God's Son.

S2.8 Of the Resurrection

- S2.8.1 The salvation God has planned for His people is not yet complete. We believe in the eventual glorious return of Christ Jesus, God's Son, accompanied by the resurrection of all people, those who are alive and also those who have passed away, both the just and the unjust; those who have been born of God to eternal joy, and the unrepentant to eternal sorrow. Creation will be renewed and there will be a new heaven and a new earth, in which all creatures will sing God's praise.

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