# CORPORATIONS ACT 2001 ORGANISATION LIMITED BY GUARANTEE

# CONSTITUTION OF GOD'S WAY

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# Certificate of Registration of a Company



This is to certify that

GOD'S WAY LTD

#### Australian Company Number 613 977 567

is a registered company under the Corporations Act 2001 and is taken to be registered in Queensland.

The company is limited by guarantee.

The company is a public company.

The day of commencement of registration is the fourteenth day of September 2016.

Issued by the Australian Securities and Investments Commission on this fourteenth day of September, 2016.

J. Hedowl

Greg Medcraft Chairman CERTIFICATE

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#### 1. PRELIMINARY

- 1.1. Definitions In This Document
  - 1.1.1. 'Organisation' means the "God's Way" organisation.
  - 1.1.2. **'Constitution'** means this document which is the Organisations rules, terms, conditions, and regulations as required by the Australian Securities and Investments Commission, which is commonly referred to as the organisation's constitution which may be changed, amended, or adjusted from time to time.
  - 1.1.3. 'Office' means the Organisation's registered office.
  - 1.1.4. 'Seal' means the Organisation's common seal (if any).
  - 1.1.5. **'Member'** means specifically an individual defined in the "Membership" section of this Constitution.
  - 1.1.6. 'Register' means the Register of Members of the Organisation.
  - 1.1.7. 'Registered Address' means the last known address of a Member as noted in the Register.
  - 1.1.8. **'Director'** includes any person occupying the position of director of the Organisation and, where appropriate, includes an alternate director.
  - 1.1.9. **'Directors'** means all, or a Director Quorum as defined within this Constitution, acting as a Board.
  - 1.1.10. 'Auditor' means the Organisation's Auditor if one has been appointed.
  - 1.1.11. **'Secretary'** means any person appointed by the Directors of the Organisation to perform any of the duties of a secretary of the Organisation.
  - 1.1.12. 'Officer' means a Director, Secretary or executive officer of the Organisation.
  - 1.1.13. 'Objectives' of this Organisation means the objectives or objects of this Organisation as set out within this Constitution.
  - 1.1.14. 'Principles' of this Organisation means the document or group of documents referred to in this Constitution in the form and substance prescribed by the Directors from time to time (or annexed to this Constitution as the case may be) or any other document the Directors of the Organisation deem an organisation document which contain the operating principles of the Organisation.
  - 1.1.15. 'Owner' means the Organisation itself.
  - 1.1.16. **'Event'** means any event organised by the Owner, or for the Owner, or with Owner permission, or with Owner involvement, or by any and all persons whether they be Officers, Directors, Members, paid employees, participants, volunteers, or contractors for the Owner, for any purpose including but not limited to creation, building or construction, or distribution by the Owner, whether that event be public or private, which events include but are not limited to; any seminar, interview, book group, study group, general meeting, presentation, discussion, workshop, spirit medium conversation, building program, work program, construction program, TV program, radio program, musical work, dramatic work, dance, presentation, show, internet website, internet discussion, internet chat, and internet forum, and all events and activities involving the production of goods and services for the Owner.

1.1.17. **'Intellectual Property'** includes but is not limited to any material produced at, for, or after an Event, or during normal Organisation operations, which includes but is not limited to any computer program, document, email transaction, artwork, audio recording, video recording, television program, radio program, performance, building, construction, maintenance, internet website, internet discussion, internet chat, and internet forum, whether published or unpublished, in any form electronic, printed, handwritten, drawn, photographed, filmed, physically built, or otherwise, including the name, voice, likeness, image or any biographical or other material supplied.

- 1.1.18. **'Contributor'** means any person or entity that produces for the Organisation any material which could be labelled Intellectual Property.
- 1.1.19. **'Participant'** means any person or entity who is present at an Event, or who is involved in the Event in any way prior to, during or after the Event, or who is involved in normal Organisation operations, including but not limited to the following types of persons or entities; attendees, performers, presenters, photographers, videographers, sound recorders, technicians, producers, editors, interviewers, spirit mediums, musicians, artists, actors or actresses, directors, producers, engineers, builders, tradespersons, skilled labourers, unskilled labourers, listeners, viewers, and any other individual or group of persons who may have been photographed, filmed, or recorded, which results in their being involved in the creation of Intellectual Property.
- 1.1.20. 'Organisers' means any entity or person who is a Member of the Organisation, or any entity or person who is a Director of the Organisation, or any person who has a position of responsibility within the Organisation or who are acting on behalf of the Organisation, or any Participant placed in a position of responsibility, and the Organisation itself.
- 1.1.21. 'Gift' means any money, material or labour, given, volunteered or provided to the Organisation without request for payment by any person or entity, and utilized in any manner by the Organisation, which includes but is not limited to; any money, labour, computer program, document, email transaction, artwork, audio recording, video recording, television program, radio program, performance, building, construction, maintenance, internet website, internet discussion, internet chat, and internet forum, whether published or unpublished, in any form electronic, printed, handwritten, drawn, photographed, filmed, physically built, or otherwise, donated or gifted to the Organisation.
- 1.1.22. 'Gift Giver' means any person or entity that gives a Gift of any kind.
- 1.1.23. 'Organisation Document' means the document or group of documents referred to in this Constitution in the form and substance prescribed by the Directors from time to time (or annexed to this Constitution as the case may be) or any other document the Directors of the Organisation deem an organisation document.
- 1.1.24. 'Gift Register' means any document or group of documents referred to by this Constitution which forms a register of Gifts given to the Organisation.
- 1.1.25. **'Volunteer'** means any person or entity who is a Participant involved in giving the Gift of their labour, time, and effort to the Organisation.
- 1.1.26. **'Learning Centre'** means a property or location on the earth that is a centre for education, learning, demonstrating the principles and practice of Divine Love and Divine Truth in daily life in harmony with any or all of the Objectives and Principles of this Organisation, and demonstrating the practice of loving and living in harmony with God's Universal Laws and the positive effect that such loving and living has upon the individual themselves, and the environment surrounding the individual.

1.1.27. **'Life Education'** means the provision of education and truth regarding all matters and subjects surrounding living on earth, and in other dimensional locations in the universe, which includes, but is not limited to those matters defined in the Objectives clause of this Constitution, and which is delivered incorporating the principles defined in the Principles clause of this Constitution.

- 1.1.28. **'Person'** means any individual from any background living in any location on earth, or living in any location within the physical universe, or in other material dimensions which may be referred to as the 'spirit world' and includes any person who has 'died' or 'passed away' and who no longer has a physical body to express themselves.
- 1.1.29. **'Humankind'** means all persons collectively as defined in the definition of a Person above.
- 1.1.30. **'Spirit World'** means the dimensional spaces that exist (or are yet to exist) that can be defined mathematically and experientially that are beyond the physical realm that a person on earth can see with physical eyes, and includes 'hell' or the 'hells' referred to in the Bible and other religious and spiritual books, as well as the 'heaven' or 'heavens' referred to by the same.
- 1.1.31. **'Loan'** means the acceptance of any monies, funds, bonds, property, assets, materials, labour, or services where the giver of such has a requirement of some form of repayment, whether the repayment be in the same manner as the loan, or by another means financial or material, or by requiring publicity, advertising or marketing rights, or time demands being met by someone associated with the Organisation.
- 1.1.32. **'Property'** means any and all property owned by the Organisation, whether that property is within or outside of Australia, along with any assets required for the continued operation of such property.
- 1.1.33. **'Assets'** means any and all assets owned by the Organisation, including plant, machinery, vehicles, electronic equipment, computer equipment, and any other items which could be considered an asset, but with the exception of assets required for the continued operation of Property.
- 1.1.34. **'Liabilities'** means outstanding accounts and financial obligations incurred by the Organisation.

#### 1.2. Intentions In This Document

In this Constitution, unless the contrary intention appears;

- 1.2.1. The singular includes the plural, and vice versa and words importing a gender include other genders;
- 1.2.2. Words importing natural persons include corporations;
- 1.2.3. Words and expressions defined in the Corporations Act 2001 have the same meaning in this Constitution;
- 1.2.4. Headings are for ease of reference only, and do not affect the construction of this Constitution, and;
- 1.2.5. A reference to the Corporations Act 2001 is a reference to the Corporations Act 2001 as modified, amended or re-enacted from time to time and includes any statutory instruments issued under the Corporations Act 2001.

#### 1.3. Other Meanings In This Document

1.3.1. An expression in a provision of this Constitution has the same meaning as in a provision of the Corporations Act 2001 that deals with the same matter as the provision, unless a contrary intention appears in this Constitution.

1.3.2. To the extent permitted by law, the replaceable rules in the Corporations Act 2001 apply to the Organisation.

1.3.3. If there is any question as to the meaning of a clause anywhere within this Constitution, or if there is any dispute about a question of procedure or interpretation of this Constitution in any way, then a Member Quorum, as defined within this Constitution, shall determine the meaning, procedure and, or interpretation.

#### 2. ORGANISATION DOCUMENTS

- 2.1. All documents defined as an "Organisation Document" within this Constitution;
  - 2.1.1. Must be kept updated by the Directors of the Organisation, and;
  - 2.1.2. Must be available to the public on the public website of the Organisation, and;
  - 2.1.3. Can only be changed with a Member Quorum.

#### 2.2. "Organisation Objectives" Document or group of Documents;

2.2.1. For the purpose of this Constitution, "Organisation Objectives" are the formal Organisation Objects or Objectives contained within the "Organisation Objects or Objectives" section of this Constitution.

#### 2.3. "Organisation Principles" Document or group of Documents;

2.3.1. For the purpose of this Constitution, "Organisation Principles" is a formal Organisation Document or group of Organisation Documents that contain the Principles that govern the Organisation that may be adjusted from time to time, and may be included within this Constitution or as Organisation Documents attached to this Constitution.

#### 2.4. "Member Deed" formal Organisation Document;

- 2.4.1. For the purpose of this Constitution, the "Member Deed" is a formal Organisation Document, a copy of which must be executed by any person or entity who becomes a Member within the Organisation, that;
- 2.4.2. *Is a promise made in perpetuity by the Member, and;*
- 2.4.3. Assigns to the Organisation the Gift of any labour, assets, money, Intellectual Property, or any other material in any form provided by the Member to the Organisation, and;
- 2.4.4. Assigns to the Organisation the ownership of all Gifts provided, and;
- 2.4.5. Assigns to the Organisation the right to distribute any Gift provided as long as such distribution;
  - 2.4.5.1. is in harmony with the Objectives and Principles of the Organisation, and;
  - 2.4.5.2. is in harmony with the Organisation's Constitution.
- 2.4.6. Agrees to undertake the necessary actions required by this Constitution, in a timely and responsible manner, and;
- 2.4.7. Agrees to not make any legal or financial claim of or from the Organisation.

#### 2.5. "Director Deed" formal Organisation Document;

2.5.1. For the purpose of this Constitution, the "Director Deed" is a formal Organisation Document, a copy of which must be executed by any person or entity who becomes a Director within the Organisation, that;

- 2.5.2. *Is a promise made in perpetuity by the Director, and;*
- 2.5.3. Assigns to the Organisation the Gift of any labour, assets, money, Intellectual Property, or any other material in any form provided by the Director to the Organisation, and;
- 2.5.4. Assigns to the Organisation the ownership of all Gifts provided, and;
- 2.5.5. Assigns to the Organisation the right to distribute any Gift provided as long as such distribution;
  - 2.5.5.1. is in harmony with the Objectives and Principles of the Organisation, and;
  - 2.5.5.2. is in harmony with the Organisation's Constitution.
- 2.5.6. Agrees to undertake the necessary actions required by this Constitution, in a timely and responsible manner, and;
- 2.5.7. Agrees to not make any legal or financial claim of or from the Organisation.

#### 2.6. "Participant Deed" formal Organisation Document;

- 2.6.1. For the purpose of this Constitution, the "Participant Deed" is a formal Organisation Document, a copy of which must be executed by any person or entity who wishes to participate within the Organisation in any role including any voluntary role, that;
- 2.6.2. *Is a promise made in perpetuity by the Participant, and;*
- 2.6.3. Governs the Participant's behaviour towards all other Participants within the Organisation, and the Organisation itself, and;
- 2.6.4. Assigns to the Organisation the Gift of any labour, assets, money, Intellectual Property, or any other material in any form provided by the Participant to the Organisation, and;
- 2.6.5. Assigns to the Organisation the ownership of all Gifts provided, and;
- 2.6.6. Assigns to the Organisation the right to distribute any Gift provided as long as such distribution;
  - 2.6.6.1. is in harmony with the Objectives and Principles of the Organisation, and;
  - 2.6.6.2. is in harmony with the Organisation's Constitution, and;
- 2.6.7. Agrees to not make any legal or financial claim of or from the Organisation, and;
- 2.6.8. Agrees to undertake the actions required by the deed in a timely and responsible manner, and;
- 2.6.9. If the Participant is temporarily, casually, or periodically involved in the Organisation, then such intention can be made in a single "Participant Deed".

#### 2.7. "Gift Deed" formal Organisation Document;

- 2.7.1. For the purpose of this Constitution, the "Gift Deed" is a formal Organisation Document, a copy of which must be executed by any person or entity who Gifts any labour, assets, money, Intellectual Property, or any other material in any form, to the Organisation, that;
- 2.7.2. *Is a promise made in perpetuity by the Gift Giver, and;*
- 2.7.3. Assigns to the Organisation the ownership of all Gifts provided, and;

- 2.7.4. Assigns to the Organisation the right to distribute any Gift provided as long as such distribution;
  - 2.7.4.1. Is in harmony with the Objectives and Principles of the Organisation, and;
  - 2.7.4.2. Is in harmony with the Organisation's Constitution, and;
- 2.7.5. Agrees to not make any legal or financial claim of or from the Organisation pertaining to the Gift, and;
- 2.7.6. If the Gift Giver is temporarily, or periodically giving Gifts to the Organisation, then such reference can be made in a single "Gift Deed", and;
- 2.7.7. The deed itself must apply to any and all Gifts given to the Organisation.

#### 2.8. "Gift Statutory Declaration" formal Organisation Document;

- 2.8.1. For the purpose of this Constitution, the "Gift Statutory Declaration" is a formal Organisation Document which conforms to the Commonwealth of Australia Statutory Declarations Act 1959, a copy of which must be executed by any person or entity that gives any labour, assets, money, Intellectual Property, or any other material in any form, above \$1,000 in value to the Organisation, and;
- 2.8.2. Contains statements regarding the amount and type of donation or Gift, and;
- 2.8.3. Contains statements that indicate the donation has;
  - 2.8.3.1. Been given as a Gift, and;
  - 2.8.3.2. Been given voluntarily, without coercion, and without expectation, and;
- 2.8.4. Contains statements that indicate the Gift has not been given;
  - 2.8.4.1. As a result of the Organisation or any entity owned or employed by the Organisation performing business-like activities with the Gift Giver, or engaging in income-earning activities as employees or contractors of the Gift Giver, or;
  - 2.8.4.2. As a payment for any services or materials rendered by, or a quid pro quo requirement or arrangement with, the Organisation or any entity owned or employed by the Organisation, and;
  - 2.8.4.3. In order to receive any rights, privileges, entitlements or any other benefit of any kind from the Organisation or any entity owned or employed by the Organisation as a result of giving the Gift, and;
- 2.8.5. If the Gift Giver is temporarily, or periodically giving Gifts over \$1000 in value to the Organisation, then such reference can be made in a single "Gift Statutory Declaration".

#### 2.9. "Gift Declaration" formal Organisation Document;

- 2.9.1. For the purpose of this Constitution, the "Gift Declaration" is a formal Organisation Document which is a personal statement acting as a record, a copy of which must be executed by any person or entity that gives any labour, assets, money, Intellectual Property, or any other material in any form, below \$1,000 in value to the Organisation, and;
- 2.9.2. Contains statements regarding the amount and type of donation or Gift, and;
- 2.9.3. Contains statements that indicate the donation has;
  - 2.9.3.1. Been given as a Gift, and;
  - 2.9.3.2. Been given voluntarily, without coercion, and without expectation, and;

- 2.9.4. Contains statements that indicate the Gift has not been given;
  - 2.9.4.1. As a result of the Organisation or any entity owned or employed by the Organisation performing business-like activities with the Gift Giver, or engaging in income-earning activities as employees or contractors of the Gift Giver, or;
  - 2.9.4.2. As a payment for any services or materials rendered by, or a quid pro quo requirement or arrangement with, the Organisation or any entity owned or employed by the Organisation, and;
  - 2.9.4.3. In order to receive any rights, privileges, entitlements or any other benefit of any kind from the Organisation or any entity owned or employed by the Organisation as a result of giving the Gift, and;
- 2.9.5. If the Gift Giver is temporarily, casually, or periodically giving Gifts below \$1000 in value to the Organisation, then such reference can be made in a single "Gift Declaration".

#### 2.10. "Gift Register" Document or group of Documents;

- 2.10.1. For the purpose of this Constitution, the "Gift Register" is a document that may be kept as a part of the Organisation's financial records, and;
- 2.10.2. Lists the details of the monetary and material donations or Gifts given to the Organisation that are to be considered as Gifts for no purpose other than to further the goals and Objectives of the Organisation, and;
- 2.10.3. Should not be considered financially as income earned by the Organisation.

#### 3. ORGANISATION OBJECTS OR OBJECTIVES

The Objectives for which the Organisation has been established are as follows:

- 3.1. To provide Life Education to all Humankind who desire education regarding the principles of God's Way and God's Truth, which includes, but is not limited to;
  - 3.1.1. The Absolute Truth surrounding the existence of a Universal Creator which Humankind generally refers to as "God", including, but not limited to;
    - 3.1.1.1. God's existence as an entity;
    - 3.1.1.2. God's Divine Personality;
    - 3.1.1.3. God's Divine Nature;
    - 3.1.1.4. God's Divine Qualities and Attributes, and;
    - 3.1.1.5. God's Way of Caring and Loving all God's children, as a Divine Parent that is Humankind's Mother and Father in the true sense, who is infinitely and supremely interested and involved in all aspects of Humankind's life and existence, no matter where they currently live, on earth or in other dimensions, and no matter what their own condition of love is.
  - 3.1.2. The Absolute Truth of God's Love and desire for all Humankind to receive God's Love and live under the protective covering of God's Love, including information regarding, but not limited to;
    - 3.1.2.1. God's Divine Loving Feelings and Emotions for all Her Children, even those who experience pain and suffering, those who deny God or Her existence, or refuse to follow God's Loving Universal Laws;

3.1.2.2. God's gift of Free Will, given to all Humankind, and their unalienable right to exercise that Free Will as they personally see fit, even if its exercise results in walking away from God by harming others or themselves;

- 3.1.2.3. God's desire that all Her children enter a personal relationship with their Creator by not only developing the desire to practice and grow the love that God implanted within each individual soul (called Natural Love), but also by having a passionate longing for God's Divine Love to enter them and transform their nature into the Divine;
- 3.1.2.4. God's desire that all His children feel and experience personally the transforming effects of the flow of God's Love into their soul to the extent determined by their own Free Will, and;
- 3.1.2.5. God's desire for all Humankind to practice love in all of their dealings on earth and in the spirit world, including dealings with the earth itself, all creatures and beings on the earth, other members of the global human family, all matter in the spirit world, and all persons who live in the spiritual dimensions.
- 3.1.3. The Absolute Truth surrounding God's desire for all Her children to come to personal and complete understanding of God's Absolute Truth surrounding every subject in the Universe in all dimensions material or spiritual in nature that can be investigated and validated, including, but not limited to;
  - 3.1.3.1. God Herself;
  - 3.1.3.2. God's Laws;
  - 3.1.3.3. God's Creations either in the material universe, or in other dimensions;
  - 3.1.3.4. God's Way and His Dealings with His children;
  - 3.1.3.5. The nature and design of the human soul, the spiritual body, and the physical body, and;
  - 3.1.3.6. The transformation of the human soul into the Divine through the process of the new birth of the soul, or the soul being born again;
- 3.1.4. The discovery of truthful information in all subject matters ancillary to the above subjects including, but not limited to;
  - 3.1.4.1. Matters surrounding the material and spiritual laws including, but not limited to, science and the practice of science in all its forms on earth and in the spirit world, physics and the practice of engineering in all its forms on earth and in the spirit world, chemistry and applications of chemistry in all its forms on earth and in the spirit world, and mathematics and the practical application of mathematics in all its forms on earth and in the spirit world;
  - 3.1.4.2. Matters surrounding the interworking of communities, organisations, corporations, Governments, and religions including, but not limited to; language, communication, transportation, travel, ecosystems and loving symbiotic relationships with ecosystems;
  - 3.1.4.3. Matters surrounding the health and wellbeing of individuals, communities, states, and countries, including, but not limited to; the prevention of disease, understanding disease, mental and emotional health, physical health and wellbeing, loving relationships, parent-child relationships, loving governance and laws, and;

3.1.4.4. Matters surrounding the health and wellbeing of spirit persons living in other dimensions, and the communication and interaction with such persons, including, but not limited to; the laws of communication, principles governing interactions with unseen entities, dealing with malevolent unseen persons, and interacting with benevolent angelic beings.

## 3.2. To accept and teach that these Divine Truths came to Humankind in the first instance in the first century through the person;

- 3.2.1. Yeshua ben Yosef (Jesus Christ the son of Joseph and Mary), and;
- 3.2.2. Who demonstrated through his own personal example that these Truths;
  - 3.2.2.1. Are the Absolute Truth of God;
  - 3.2.2.2. Constitute the Way of Life that God created for Humankind to follow if they wish to continuously receive Divine Love from God, receive God's Divine Truth on all subjects that can be investigated in the Universe, become an immortal soul, and personally continue to grow infinitely as a soul:
  - 3.2.2.3. Constitute the Way of Life that God created for Humankind to follow if they wish to experience complete happiness, bliss, peace and harmony with God, and with all of God's other Creations;
  - 3.2.2.4. Constitute the Way of Life that God desires any person choose to follow through their own Free Will, and that following this Way can never be demanded of any individual;
  - 3.2.2.5. Constitute the Way of Life that permanently and consistently results in the loving treatment of all of God's Children, whether they live on earth or in other dimensions, no matter how these Children treat us personally, and:
  - 3.2.2.6. Constitute the Way of Life that permanently and consistently results in the loving treatment of all of God's Creations other than Humankind

## 3.3. To practically demonstrate how Life Education provided by the Organisation and individuals and other organisations in partnership with the Organisation, can promote;

- 3.3.1. Peace and wellbeing worldwide and in other dimensions;
- 3.3.2. Compassion, kindness, support and love for all beings on the planet, and in the spirit dimensions;
- 3.3.3. Living in harmony with, and having love for the environment;
- 3.3.4. By the Organisation, and all people associated with the Organisation;
  - 3.3.4.1. Being committed to changing the world living environment and the spirit world living environment by assisting each person being educated to receive God's Love into the soul, and assisting each person in taking steps to eliminate the emotions within their own soul that cause each person to act in an unloving manner to the earth, to the creatures of the earth, or to other persons living either on the earth or in other dimensions of the Universe;

3.3.4.2. Being committed as an Organisation to the principles of love, faith, forgiveness, kindness, care, joy, patience, passion, desire, personal free will, and moral direction (as defined by love and not by law), in all interactions with all persons and organisations;

- 3.3.4.3. Being committed as an Organisation to the principles of truth, complete openness, and complete transparency in all interactions involving all persons and organisations, and never entering into arrangements that require secrecy or privacy;
- 3.3.4.4. Practically demonstrating through action love of the earth, all creatures on the earth, and all people in every part of the earth or in other dimensions of the Universe;
- 3.3.4.5. Practically demonstrating love to all persons either on earth or living in other dimensions, no matter what each individual person's background is emotionally, racially, intellectually, sexually, religiously, politically, or physically, even if those persons to whom love is being demonstrated react negatively, or have a past that has been damaging or violent to others in any way;
- 3.3.4.6. By providing guidance and counsel to individuals and groups who wish to progress on the spiritual path that Jesus and Mary Magdalene walked in the 1st century;
- 3.3.4.7. By providing living examples of persons who are walking the path of Divine Love on earth and in other dimensions;
- 3.3.4.8. By removing misconceptions and fears about life on earth, life in the spirit world, life after "death", and the infinite progression of the human soul, including, but not limited to;
  - 3.3.4.8.1. Misconceptions and fears about human disease, trauma, accidents, and general welfare and wellbeing;
  - 3.3.4.8.2. Misconceptions and fears about Humankind's ability to create and live in an environment of love and peace;
  - 3.3.4.8.3. Misconceptions and fears about the creation of pain and suffering, and the purpose of pain and suffering on the earth and in other dimensions, and;
  - 3.3.4.8.4. Misconceptions and fears surrounding communication with persons in other dimensions of existence, including spirit persons or entities in a poor condition of love (often referred to as 'demons' or 'devils' in spiritual literature), spirit persons that are frequenting the earth environment (often referred to as 'earth bound' in spiritual literature), spirit persons who are perfected in demonstrating love (often called 'enlightened' in spirit literature) and spirit persons that have obtained a condition of at-onement with God (referred to as 'angels' in spirit literature).
- 3.3.4.9. Being committed to world peace and the elimination of world hunger, and the provision of clean water, clean air, abundant nutritious food, shelter, peace and freedom to every person on the planet, and every person living in any other dimension, through the process of the transformation of the human soul into it becoming Divine in nature, and therefore free from all of the emotions and qualities that would cause the soul to harm other persons, other living creatures and organisms, and the earth itself;

3.3.4.10. To demonstrate that world peace and harmony, and the elimination of world suffering and pain, is only fully achievable by each individual on earth having a passionate commitment and desire to live a life that reflects love in all their dealings, and that this state is really only possible through the transformation of the human soul into the Divine;

- 3.3.4.11. To demonstrate scientific evidence of how the education provides benefit to the human soul, to the material matter on earth or in other dimensions, and to all other creatures on the earth or in other dimensions;
- 3.3.4.12. To facilitate the sharing of information and ideas in all areas of life, without regard to how each individual receiving the information and ideas determines to use that information;
- 3.3.4.13. To provide specific truthful information that can be validated regarding Humankind's physical, emotional, intellectual and spiritual existence, including information regarding the Universal Laws that govern our existence in every dimension;
- 3.3.4.14. To facilitate the introduction, communication and cooperation of individuals and organisations who have a desire to improve the condition of the world, and to assist these individuals and organisations as far as this Constitution allows;
- 3.3.4.15. To personally assist, where possible and if the resources at the Organisation's disposal allow, each individual person in any dimension who desires assistance, to live a life of passion and bliss in their own spiritual journey;
- 3.3.4.16. To personally assist, where possible and if the resources at the Organisation's disposal allow, each individual person in any dimension who desires assistance who is struggling spiritually, emotionally, psychologically, physically, or financially to enjoy their life, to explain in a loving manner the reasons why they are not experiencing joy and bliss, and to provide practical and personal assistance for them to regain joy in their personal life;
- 3.3.4.17. To confront any individual's emotional reasons for the rejection of Divine Truth and Love in their life, to demonstrate the link between that rejection and the creation of unhappiness in their own life, and to assist individuals into the path of living in their passions, desires, feelings and emotions in a manner that is harmonious with love and truth, and;
- 3.3.4.18. To bring together, in times of crisis natural or otherwise, resources to aid communities, in any location on earth.

#### 3.4. To provide Life Education by using Methods including, but not necessarily limited to;

- 3.4.1. All provisions of Life Education, whether it be a person's time, materials, tools, information, funds, property or any other type of provision, will be provided and given by the Organisation free of any financial charge or material expectation;
- 3.4.2. No financial or material fees will ever be asked before a person is allowed to receive a product, food, services, education, materials associated with education, charitable assistance or humanitarian aid provided by the Organisation, as long as the Organisation has the physical and financial means to provide such;

3.4.3. The Organisation can provide products, food, services, education, materials associated with education, charitable assistance or humanitarian aid by receiving funds to do so from the Gifts of individuals or organisations, or by the provision of voluntary contributions of products, food, education, property, materials, tools, labour, or services from individuals, organisations, financial institutions or Governments;

- 3.4.4. The Organisation will not continue to provide or supply products, food, services, education, materials associated with education, charitable assistance or humanitarian aid if the Organisation has previously provided such, and the recipient of such has demonstrated an attitude of ingratitude regarding the provision, or if the repetitive provision of such perpetuates unloving conditions or does not address the actual cause of such conditions, and;
- 3.4.5. All funds, property, materials or labour accepted as a Gift to the Organisation must only be accepted if the provider of the Gift is giving the Gift freely, without reservation, without limitation regarding how the Gift is used, and without expectation of repayment in kind or reward financially, materially, publicly, or emotionally.
- 3.5. To encourage, develop, provide and support Learning Projects, Learning Groups and Learning Teams around the earth, just as they have already been provided in the spirit world, for the specific purpose of;
  - 3.5.1. Demonstrating Divine Love, Divine Truth, and God's Laws in action, and the practical applications of Love, Truth and God's Laws in day to day life;
  - 3.5.2. Assisting bringing Humankind on earth and in the spirit world dimensions into harmony with God's Intentions for Humankind to live in love, truth, peace, joy, and security;
  - 3.5.3. Assisting the acquiring of, and the application of, knowledge and wisdom, and demonstrating how this knowledge and wisdom affects our lives in the physical universe and in other dimensions;
  - 3.5.4. Encouraging, developing and being of service to specific individuals who shall become leaders for these Learning Projects, Groups and Teams; persons who demonstrate individual passion, desire and a love for their specific fields of interest and endeavour, and who have a strong desire to live in truth, love, humility and emotional openness while fulfilling those passions and desires:
  - 3.5.5. Assisting, developing and being of service to groups, teams and individuals who are specialized in specific areas of learning and who themselves have a strong and passionate desire and a love for their specific fields of interest and endeavour, and who have a strong desire to live in truth, love, humility and emotional openness while fulfilling those passions and desires;
  - 3.5.6. To provide all of the above, in all fields of endeavour, including, but not limited to;
    - 3.5.6.1. Understanding, caring for, and rejuvenating the natural earth based systems that support all life on earth, including, but not limited to;
      - 3.5.6.1.1. Cytota (cellular life) and Acytota (non-cellular life);
      - 3.5.6.1.2. Mineralia (naturally occurring solid chemical substances);
      - 3.5.6.1.3. Other liquids and solids;
    - 3.5.6.2. Understanding, caring for, and reviving eco-systems on earth;
    - 3.5.6.3. Understanding, caring for, and generating the loving use of the resources of the earth for the support of Humankind's continued sustainable existence and prosperity;

3.5.6.4. Understanding, caring for, and developing further knowledge regarding the physical and spiritual universes in which we live, and delivering that knowledge, once discovered and understood, to the rest of humanity without reservation or material cost;

- 3.5.6.5. Understanding, caring for, and developing further knowledge regarding the stages and experience of human life on earth and in the spirit world, including, but not limited to;
  - 3.5.6.5.1. Conception, pregnancy, birth, early childhood, child development, education, puberty, teenage life, adult life, parenting, death, life after death;
  - 3.5.6.5.2. Accidents, sickness, disease, pain and suffering;
  - 3.5.6.5.3. Relationships, sex, sexual function;
  - 3.5.6.5.4. Soulmates, sexual union; soulmate union;
  - 3.5.6.5.5. Development in the love that comes from within the individual delivered to all within the individuals environment (called Natural Love);
  - 3.5.6.5.6. Development in the Love that comes from God to the individual (called Divine Love);
  - 3.5.6.5.7. The acquisition of Universal Knowledge and Truth, and the practical ways in which this Knowledge and Truth benefits and brings happiness to human experience in all dimensions;
- 3.5.6.6. Understanding, caring for, and developing Humankind's passion and thirst for knowledge and wisdom in all fields of human endeavour, including, but not limited to;
  - 3.5.6.6.1. Mathematics; including pure and applied mathematics;
  - 3.5.6.6.2. Science; including natural, social, formal and applied sciences;
  - 3.5.6.6.3. Arts; including visual arts, literary arts and the performing arts such as music, theatre, film and others;
  - 3.5.6.6.4. Humanities; including history, language, literature, philosophy, religion and others;
  - 3.5.6.6.5. Physics and metaphysics;
  - 3.5.6.6.6. Engineering; including chemical, civil, electrical, electronic, mechanical, and manufacturing;
- 3.5.6.7. Understanding, caring for, supporting and developing Humankind's passion and thirst for knowledge and wisdom beyond life on earth, including, but not limited to;
  - 3.5.6.7.1. Knowledge of, and the understanding of, the spirit world dimensions and life and existence in such dimensions;
  - 3.5.6.7.2. Communication with persons who live in dimensions other than the physical dimension for the purposes of developing and maintaining personal relationships, and gaining knowledge and information;

3.5.6.7.3. The development and use of devices which facilitate communication with spirit entities, both malevolent and benevolent to humans living on earth;

- 3.5.6.7.4. Working in co-operation with benevolent spirit persons to assist the delivery and dissemination of knowledge and wisdom they have acquired to Humankind still living on earth, and;
- 3.5.6.7.5. Working with malevolent spirit persons, who still desire to harm Humankind living on earth, in such a way as to assist them to come into a more loving condition, to experience their own happiness and bliss, and to help rather than harm humans living on earth.
- 3.6. To provide Learning Centres around the earth, just as they have already been provided in the spirit world, where all people may visit to learn about how practicing God's Way affects not only their personal being and way of life, but also their environment, by demonstrating Divine Truth associated with, but not limited to;
  - 3.6.1. How each individual associated with the Learning Centre, who is fully practicing God's Way and the Divine Truth, has been transformed into a more loving, passionate, desirous, and fulfilled person, in all areas of their life;
  - 3.6.2. How each individual who receives Divine Love, and practices God's Way, transforms not only themselves but also their environment;
  - 3.6.3. How community living can become harmonious with the practice and expression of Divine Love, and the effect that such living has on individuals and their own environment;
  - 3.6.4. How every and all aspects of current human life on earth can be transformed by the reception of Divine Love by individuals, and their subsequent practice of love in all their life, including, but not limited to; health and welfare, science and engineering, relationships and sexuality, parenting, government, security, community, and physical, emotional, mental, sexual, and spiritual wellbeing;
  - 3.6.5. The discovery of, and the practical application of, new science relating to the power and expression of the human soul, and;
  - 3.6.6. The discovery of, and the practical application of, new science relating to the power and expression of physical and spiritual forces in God's Universe, and how these can benefit Humankind in a loving environment, whether they live on earth or in other dimensions.
- 3.7. To provide any other services, education, products, property, materials, charitable assistance, food, and humanitarian aid, as long as such provision is;
  - 3.7.1. Harmonious with the Objects and Principles of the Organisation;
  - 3.7.2. Harmonious with the principles of Divine Love and Divine Truth;
  - 3.7.3. *Harmonious with the Laws of God;*
  - 3.7.4. Any service, education, product, property, material, charitable assistance, food, and humanitarian aid, that contributes toward;
    - 3.7.4.1. Creating loving politics;
    - 3.7.4.2. Creating loving economics and economic practices;
    - 3.7.4.3. Creating loving science and scientific practices;
    - 3.7.4.4. Creating loving religion and religious practices;

- 3.7.4.5. Creating loving environments, living systems and dwellings;
- 3.7.4.6. Creating loving health systems;
- 3.7.4.7. Creating any other loving system related to every form of human life, endeavour and potential form of human investigation.
- 3.8. To follow and adhere to such Objects or Objectives as the Organisation may from time to time promulgate, adjust and change.
- 3.9. To follow and adhere to the "Organisation Principles" Organisation Document or group of Organisation Documents as the Organisation may from time to time promulgate, adjust and change.

#### 4. ORGANISATION PRINCIPLES

The governing principles under which the Organisation will operate are defined within the formal Organisation Document or group of Organisation Documents that contain the "Organisation Principles". The "Organisation Principles" are to be considered as the Principles of the Organisation bound to this Constitution and will be adjusted and changed from time to time by the Members and Directors of the Organisation.

#### 5. ORGANISATION FINANCES, INCOME AND PROPERTY

#### 5.1. Organisation Operations

- 5.1.1. The income, Property and Assets of the Organisation will only be applied towards the promotion of the Objectives of the Organisation while following the Principles of the Organisation.
- 5.1.2. The Assets and income of the Organisation shall be applied solely in furtherance of its Objectives and Principles and no portion shall be distributed directly or indirectly to the Members or Directors of the organisation except as bona fide compensation for services rendered or expenses incurred on behalf of the Organisation.
- 5.1.3. No income, Assets, or Property will be distributed directly or indirectly to any Participant, Member or Director of the Organisation except for payments in good faith, of:
  - 5.1.3.1. Bona fide compensation for services rendered or expenses incurred on behalf of the Organisation, or;
  - 5.1.3.2. Reasonable remuneration for services rendered to the Organisation, or;
  - 5.1.3.3. For goods supplied to the Organisation in the ordinary course of the promotion of the Organisation's Objectives, or;
  - 5.1.3.4. Reasonable rent for premises let to the Organisation; or
  - 5.1.3.5. Out-of-pocket expenses incurred on behalf of the Organisation in the ordinary course of the promotion of the Organisation's Objectives.

#### 5.2. Organisation Dissolution

5.2.1. If the Organisation cannot pay its debts from income, Gifts or donations received in its day to day operations, or from cash on hand, liquefiable Property, Assets and Intellectual Property, or Organisation Loans, and the Members and Directors cannot or will not give and/or attract donations, Gifts or Loans to service those debts, then the Organisation must be dissolved.

- 5.2.2. If the Organisation must be dissolved, prior to dissolution, but after satisfaction of all Organisation debts and Liabilities, a Member Quorum shall distribute all Property, Assets, and Intellectual Property that remains, to organisations who have similar Objectives and Principles to the Organisation.
- 5.2.3. If, at the time of dissolution, Members have defaulted on their responsibility to determine where to transfer the remaining funds, a Director Quorum shall distribute all Property, Assets, and Intellectual Property that remains, to organisations who have similar Objectives and Principles to the Organisation.
- 5.2.4. If, at the time of dissolution, Members and Directors have defaulted on their responsibility to determine where to transfer the remaining funds, a member of a Court of competent jurisdiction shall distribute all Property, Assets, and Intellectual Property that remains, to organisations who have similar Objectives and Principles to the Organisation.
- 5.2.5. If Members, Directors, or a member of a Court of competent jurisdiction decides that no organisation having similar Objectives and Principles to the Organisation currently exists, then those Organisation Members, Directors, or members of a Court responsible for making the decision, prior to dissolution or at the time of dissolution, may;
  - 5.2.5.1. Attempt to return as much Property, Assets, and Intellectual Property to the individuals and organisations that originally gifted the Property, Assets, and Intellectual Property is this is possible, or;
  - 5.2.5.2. If for any reason it is not possible to return Property, Assets, and Intellectual Property to the individuals and organisations that originally gifted the Property, Assets, and Intellectual Property, then decide what other charitable or non-profit organisations should receive the Property, Assets, and Intellectual Property.
- 5.2.6. The liability of Members is limited.
- 5.2.7. A Member or past Member need not contribute more than AU\$100 at the time of Dissolution.

#### 5.3. Organisation Loans

- 5.3.1. The Organisation must follow all guidelines regarding Organisation Loans present in this Constitution.
- 5.3.2. Organisation Loans can be obtained only from the following individuals or entities;
  - 5.3.2.1. Legally recognized financial institutions, or;
  - 5.3.2.2. Members or Directors of the Organisation.
- 5.3.3. Organisation Loans can be obtained when the Organisation;
  - 5.3.3.1. Has no other means at its disposal to obtain funds to cover a financial liability, and;
  - 5.3.3.2. Has a temporary situation where cash-flow is minimal but the Organisation owns Assets or Property that can be sold, and;
  - 5.3.3.3. Has a realistic expectation the finances received from any Asset or Property sale will ensure repayment of the loan principle and any interest outstanding, and;

5.3.3.4. Is able to provide security for the loan if the lender requires security without severely inhibiting the Organisation from meeting its Objectives if the Property secured is lost, and;

- 5.3.3.5. A loan agreement has been completed with the lender in writing, and;
- 5.3.3.6. A loan repayment schedule is stipulated in the agreement, and;
- 5.3.3.7. A Director Quorum collectively has acted as an agent to obtain the loan, and;
- 5.3.3.8. A Director Quorum agrees that the repayment schedule can reasonably be met by the Organisation.
- 5.3.4. Assuming the preceding requirements for Organisation Loans are met, Organisation Loans may also be obtained when the Organisation;
  - 5.3.4.1. Has received a Gift, but there are unforeseen special circumstances that have arisen due to receiving the Gift, such as, but not limited to;
    - 5.3.4.1.1. Receiving freehold ownership of a Property as a beneficiary of an estate, but Government taxes or duties which are significantly less than the value of the Property must now be paid, or;
    - 5.3.4.1.2. Receiving freehold ownership of an Asset as a beneficiary of an estate, but the operating expenses of the Asset which are significantly less than the value of the Asset must now be paid.
  - 5.3.4.2. Has the opportunity to receive a substantial Gift, but must incur expenses that must first be paid in order to receive the Gift, such as, but not limited to;
    - 5.3.4.2.1. Having the opportunity to receive freehold possession of Property or Assets upon first paying outstanding Government taxes or duties relating to the Property or Assets which are significantly less than the value of the Property or Assets, or;
    - 5.3.4.2.2. Having the opportunity to receive freehold possession of Property or Assets upon first paying outstanding expenses or debts relating to the Property or Assets which are significantly less than the value of the Property or Assets, or;
    - 5.3.4.2.3. Having the opportunity to participate in a joint ventures with other individuals or organisations that meet the Objectives of the Organisation, upon first paying its share of setup expenses associated with the joint ventures, or;
    - 5.3.4.2.4. Having the opportunity to receive freehold possession of Intellectual Property upon first paying outstanding expenses or debts relating to the Intellectual Property which are significantly less than the value of the Intellectual Property, assuming such Intellectual Property is of value to the Organisation in carrying out its Objectives.
- 5.3.5. Assuming the preceding requirements for Organisation Loans are met, Organisation Loans being obtained from individuals must include within the Loan contract clauses stipulating;
  - 5.3.5.1. That the individual can no longer participate in a Director or Member vote relating to the use of the loan, and;

5.3.5.2. That the individual has not obtained finance in order to provide the loan to the Organisation, and;

- 5.3.5.3. That if the interest rate is greater than 0%, the interest rate is less than or equal to the normal financial lending commercial rate for that type of loan, and;
- 5.3.5.4. That the lender will forgive the Loan debt if the lender dies, and;
- 5.3.5.5. Whether the lender will allow repayment of the loan by the Organisation repaying the lender through an Asset or Property distribution, as long as the lender wants such Assets or Property, and the agreed upon value of the Assets or Property used as repayment are their current market value.
- 5.3.6. No individual Director or Member, nor group of Directors or Members, other than a Director Quorum, can act as an agent for the Organisation to obtain lending finance from any source.

#### 5.4. Organisation Income

- 5.4.1. Directors are responsible for the correct and proper distribution of funds coming into the Organisation from any source, and must ensure that all debts and Liabilities of the Organisation are paid before any other activity is undertaken.
- 5.4.2. The correct and proper use and distribution of the funds and Assets of the Organisation must be harmonious with the Objectives and Principles of the Organisation.

#### 5.5. Organisation Funds

- 5.5.1. A record, known as a Gift Register, would normally be maintained by the Organisation in which any Gifts of money, property, or other assets, received from any person, organisation, or Government, in harmony with the Objectives and Principles of this Constitution, to further the purposes of the Organisation, including, but not limited to;
  - 5.5.1.1. Testamentary gifts, and;
  - 5.5.1.2. Gifts not tax deductible for the donor, and;
  - 5.5.1.3. Distributions from charities, and;
  - 5.5.1.4. Proceeds from the sale of gifted Property.
- 5.5.2. All funds received by the Organisation are the result of Gifts or donations from the public, or the Organisation's Directors and Members, and are used for the promotion and satisfaction of the Objectives and Principles of the Organisation, all of which have a public benefit, are provided free of charge and free of the requirement of payment or services in kind, and are used for, but not limited to, the following purposes;
  - 5.5.2.1. The discovery, preparation, presentation and distribution of information and services related to God's Universal Truths, or;
  - 5.5.2.2. The discovery, preparation, presentation and distribution of information and services related to the progression and happiness of the Human Soul, or;
  - 5.5.2.3. The discovery, preparation, presentation and distribution of information and services related to Life Education of the public, or;
  - 5.5.2.4. The discovery, preparation, presentation and distribution of information and services related to the education of public organisations and governments to bring them into harmony with the principles of Divine Love and God's Universal Laws, or;

5.5.2.5. The promotion ideals and practical solutions to issues surrounding, but not limited to; world peace, relief of human suffering, relief of spirit persons' suffering, human happiness and bliss, relief of sickness, disease and distress, the advancement of religion based upon God's Universal Laws, the advancement of education of God's Universal Laws and Truths, the promotion of loving behaviour, the promotion of a direct relationship with God and the bliss of living in at-onement with God, or;

- 5.5.2.6. The creation of Learning Centres that assist the discovery, preparation, presentation and distribution of information and services in relation to any and all of the Objectives and Principles of the Organisation, or;
- 5.5.2.7. The creation and delivery of programmes that assist the discovery, preparation, presentation and distribution of information and services in relation to any and all of the Objectives and Principles of the Organisation, provided to all Humankind.
- 5.5.3. The Organisation will <u>never</u> apply for a Tax Deductible Gift Recipient (DGR in Australia) status from any Government or Governmental institution, unless the endorsement of the Organisation as a Tax Deductible Gift Recipient does not force the later redistribution of Gift Funds if the Government revoked the Tax Deductible Gift Recipient status.
  - 5.5.3.1. Australian Law, at the time of the incorporation of the Organisation, forces the Organisation with Tax Deductible Gift Recipient status to distribute the Gift Funds and assets acquired through the use of the Gift Funds to another Tax Deductible Gift Recipient if the Government revokes the Deductible Gift Recipient status of the Organisation.
  - 5.5.3.2. If Tax Deductible Gift Recipient status were applied for and obtained by the Organisation, and after a period of time was revoked, then the Organisation would be forced to distribute all of its funds and property received during that time as a Tax Deductible Gift, and since all of the Organisations Funds were received as Gifts, this may result in the automatic dissolution of the Organisation due to its inability to service its debt.
  - 5.5.3.3. Since funds donated and gifted are donated specifically for the furtherance of the Objectives and Principles of the Organisation and no other purpose, the revocation of Tax Deductible Gift Recipient status would also result in the improper use of the Gifts and donations received, since no other Organisation exists within Australia that also has the same or similar Objectives and Principles to this Organisation. The forced distribution of gifted funds would contradict the intention of the persons or organisations that have donated those funds.
  - 5.5.3.4. It is the intention of the Founding Members that the Organisation cannot be forced to distribute its funds unless the Organisation is dissolved, and the clauses of this Constitution allow for this eventuality.
- 5.5.4. In addition to the guidelines contained in the Objectives and Principles of the Organisation for the reception of Gifts, donations and funds, the following Gifts, donations and funds <u>must not</u> be received, <u>under any circumstances</u>, by the Organisation;
  - 5.5.4.1. Benefits from a trust, or shares or interests in, any organisation, charity, fund, trust, or institution that does not desire to uphold the Objectives and Principles of the Organisation (however, benefits, shares or interests can first be realized for a monetary or property value by their owner, and then this Organisation can receive the donation or gift of money or property from the owner, since such donation is attributed to the giver), or;

5.5.4.2. Donations or gifts from any person, organisation, charity, fund, trust, Government, or institution known to have specifically obtained such monies through criminal actions including theft, drug distribution, or actions relating to war or violence, or;

5.5.4.3. Donations or gifts from any person, organisation, charity, fund, trust, Government, or institution where the giver of the donation or gift has a requirement, either implied, verbally stated, or as a written request, of the Organisation or of any individual related to the Organisation to provide anything in return to the giver, or any third party nominated by the giver, unless that third party is all Humankind.

#### 6. MEMBERSHIP

#### 6.1. Member Conditions

6.1.1. These are Member Conditions that apply to Members within the Organisation. If these conditions disagree with any standard conditions for Members, then the conditions in this section will take precedence.

#### 6.2. Member Classes

- 6.2.1. The Organisation membership classes are;
  - 6.2.1.1. Founding Member;
  - 6.2.1.2. Original Member;
  - 6.2.1.3. Succession Member, and;
  - 6.2.1.4. Probation Member.

#### 6.3. Member Quorum

- 6.3.1. A Member Quorum is considered to be;
  - 6.3.1.1. The agreement of all Founding Members, or;
  - 6.3.1.2. If there is no surviving Founding Member, the agreement of all Original Members, or;
  - 6.3.1.3. If there is no surviving Founding Member or Original Member, the agreement of the majority of Succession Members, or;
  - 6.3.1.4. If there is no surviving Founding Member, Original Member or Succession Member, then either;
    - 6.3.1.4.1. the agreement of all Directors who are willing and able to be appointed as Succession Members, or;
    - 6.3.1.4.2. the agreement of the majority of Directors together with the agreement of the majority of Probation Members.

#### 6.4. Member Class Definitions

- 6.4.1. These are Member Class Definitions that apply to Members within the Organisation. If the conditions defined in this section disagree with the standard conditions for Members within this Constitution, then these Member Class Definitions will take precedence.
- 6.4.2. Any Member continues to qualify as a Member if, as determined by a Member Quorum;

- 6.4.2.1. They are an individual person, and;
- 6.4.2.2. They are intellectually and physically able to carry out the duties of the position, and;
- 6.4.2.3. They continue to personally demonstrate a heartfelt longing for God's Love and a personal relationship with God as his or her priority in their personal life, and;
- 6.4.2.4. They continue to personally demonstrate a heartfelt longing to reflect love in their dealings with others as their priority in their personal life, and;
- 6.4.2.5. They have and feel heartfelt support for the Objectives of the Organisation as outlined in this Constitution, and promote those Objectives as far as they are personally able, and;
- 6.4.2.6. They continue to have a heartfelt longing to practice and promote the Principles in this Constitution in their own personal life, and to teach these principles to others, and;
- 6.4.2.7. They do not condone, facilitate, support, encourage or participate in, premeditated or intentional violence of any kind, either verbally or physically expressed, personally acted upon, or government sanctioned, perpetuated towards any person domestic or foreign, since Love must be the guiding factor determining the thoughts, speech and actions of each Member, and;
- 6.4.2.8. They have properly executed a copy of the "Participant Deed"
  Organisation Document, and are still in harmony with the promises made within such, and;
- 6.4.2.9. They have executed a copy of the "Gift Deed" Organisation Document, and are still in harmony with the promises made within such, and;
- 6.4.2.10. They have accepted the membership in writing and executed the appropriate Organisation Documents indicating such, and;
- 6.4.2.11. They do not execute or propose to execute any document, or do any act by or through an attorney, which affects the Organisation or the Member's membership in the Organisation, without a Member Quorum, and;
- 6.4.2.12. They do not assign or attempt to assign their membership to any other Member, nor to any other party including relatives, friends, legal representatives or any organisation, and;
- 6.4.2.13. They have not received their membership as an assignment or transfer from any other Member, and;
- 6.4.2.14. They do not assign the role, position, or any other function of their membership by Power of Attorney, and;
- 6.4.2.15. They agree to relinquish their membership upon permanent mental or emotional incapacity, or death of the physical body.
- 6.4.3. A Founding Member is a Member of the Organisation who;
  - 6.4.3.1. Cannot be replaced or removed, and;
  - 6.4.3.2. With a Member Quorum is able to;6.4.3.2.1. Make changes to this Constitution, and;

6.4.3.2.2. Remove and appoint any other type of Member at any time, and;

- 6.4.3.2.3. Remove and appoint any Directors at any time, and;
- 6.4.3.2.4. Call a General Meeting at any time, and;
- 6.4.3.2.5. Determine whether the Board of Directors collectively, or any Member or Director individually, is following the Principles and Objectives of the Organisation as outlined within this Constitution, and take action to remedy any inconsistency, even if the remedy involves the removal of Members or Directors, and appointment of new Members or Directors.
- 6.4.4. An Original Member is a Member of the Organisation who;
  - 6.4.4.1. Cannot be replaced, and;
  - 6.4.4.2. Can be removed, and;
  - 6.4.4.3. With a Member Quorum is able to;
    - 6.4.4.3.1. Make changes to this Constitution, and;
    - 6.4.4.3.2. Remove and appoint any other type of Member aside from a Founding Member at any time, and;
    - 6.4.4.3.3. Remove and appoint any Directors at any time, unless the Director is also a Founding Member, and;
    - 6.4.4.3.4. Call a General Meeting at any time, and;
    - 6.4.4.3.5. Determine whether the Board of Directors collectively, or any Member or Director individually, is following the Principles and Objectives of the Organisation as outlined within this Constitution, and take action to remedy any inconsistency, even if the remedy involves the removal of Members or Directors, and appointment of new Members or Directors.
- 6.4.5. A Succession Member is a Member of the Organisation who;
  - 6.4.5.1. With a Member Quorum can be appointed if;
    - 6.4.5.1.1. They have been a Probation Member for a period longer than 6 months, and;
    - 6.4.5.1.2. It is the opinion of the Member Quorum that the appointee would be able in good conscience to execute Organisation documents pertaining to the position, and;
  - 6.4.5.2. Can be replaced, and;
  - 6.4.5.3. Can be removed, and;
  - 6.4.5.4. With a Member Quorum is able to;
    - 6.4.5.4.1. Make changes to this Constitution, and;
    - 6.4.5.4.2. Remove and appoint any other type of Member aside from a Founding Member or an Original Member at any time, and;
    - 6.4.5.4.3. Remove and appoint any Directors at any time, unless the Director is a Founding Member or an Original Member, and;
    - 6.4.5.4.4. Call a General Meeting at any time, and;

6.4.5.4.5. Determine whether the Board of Directors collectively, or any Member or Director individually, is following the Principles and Objectives of the Organisation as outlined within this Constitution, and take action to remedy any inconsistency, even if the remedy involves the removal of Members or Directors, and appointment of new Members or Directors.

- 6.4.6. If a Succession Member of the Organisation is removed, dies, or becomes intellectually impaired, then;
  - 6.4.6.1. If there are surviving Succession Members, then nothing must be done, but it is recommended that a Probation Member who qualifies to be a Succession Member be made such, or;
  - 6.4.6.2. If there is no surviving Succession Member all Directors will be made Succession Members, if they are not Succession Members already, or;
  - 6.4.6.3. If there is no surviving Succession Member and no surviving Director who wishes to become a Succession Member then the current Directors must appoint the most qualified Probation Members as Directors and Succession Members, and then step down from being a Director in the Organisation, or;
  - 6.4.6.4. If there is no surviving Succession Member and no surviving Director who wishes to become a Succession Member, and there are no qualified Probation Members who can be appointed as Directors and Succession Members, then nothing can be done until the persons with the appropriate qualifications present themselves or are found and offered these positions by the current Directors.
- 6.4.7. A Probation Member is a Member of the Organisation who;
  - 6.4.7.1. With a Member Quorum can be appointed if;
    - 6.4.7.1.1. They understand their nomination and continuing appointment is restricted for the purpose of their education and probation as a Member until they qualify to become a Succession Member, and;
    - 6.4.7.1.2. They have been Volunteering for the Organisation for a period longer than 6 months, and;
    - 6.4.7.1.3. It is the opinion of the Member Quorum that the appointee would be able in good conscience to execute Organisation Documents pertaining to all Members, and;
    - 6.4.7.1.4. It is the opinion of the Member Quorum that the appointee would be able in good conscience to execute Organisation Documents pertaining to the position of a Succession Member, and;
  - 6.4.7.2. Can be replaced, and;
  - 6.4.7.3. Can be removed, and;
  - 6.4.7.4. With a Member Quorum or a Director Quorum is able to;
    - 6.4.7.4.1. Be appointed to become a Succession Member if they meet the conditions of a Succession Member, and;
    - 6.4.7.4.2. Appoint other Probation Members.

6.4.7.5. If there is no surviving Member other than a Probation Member, and there is no surviving Director who wishes to be appointed as a Succession Member, can be appointed as both a Director and a Succession Member, as long as they qualify as such.

- 6.4.8. If a Probation Member of the Organisation is removed, dies, or becomes intellectually impaired, then;
  - 6.4.8.1. If there are surviving Probation Members, then nothing must be done, but it is recommended that a Participant or Volunteer who qualifies to be a Probation Member be made such.

#### 6.5. Member Proxies

- 6.5.1. A Member Proxy is a natural person acting as a proxy for a person appointed as a Member, and:
  - 6.5.1.1. Must be able to meet, and has met, all of the requirements as contained within this Constitution of the actual Member they are proxy for, and;
  - 6.5.1.2. Is entitled to exercise at a General Meeting all the powers which the person who appointed them could exercise, and;
  - 6.5.1.3. Is counted towards a Member Quorum on the basis that the Member is to be considered personally present by their Member Proxy being present, and;
  - 6.5.1.4. Must have an accompanying executed document approved by the Board of Directors from the actual Member appointing them as a Member Proxy, and;
  - 6.5.1.5. The Member Quorum may allow the Proxy to vote on the condition that he or she subsequently establishes his or her status as a Proxy within a period prescribed by and to the satisfaction of the Member Quorum.

#### 6.6. Membership Admission

- 6.6.1. The registered Members of the Organisation may be an unlimited number.
- 6.6.2. A Member of the Organisation will be;
  - 6.6.2.1. Any person who consented to become a Member in the Organisation's application for registration, or;
  - 6.6.2.2. Any person who a Member Quorum indicate to the Directors to invite to become a Member and approve of becoming a Member due to meeting the qualifications of, and executing a copy of the required Organisation Documents for, the membership class.
- 6.6.3. *Members will be;* 
  - 6.6.3.1. Admitted as soon as practicable following acceptance of their approval for appointment, and;
  - 6.6.3.2. Not charged a subscription fee, and;
  - 6.6.3.3. Limited in Members' liability, and;
  - 6.6.3.4. Liable to contribute up to a maximum of AU\$100 at the dissolution of the Organisation, should the Organisation not be able to discharge its own debts and Liabilities.
- 6.6.4. Each Member may;

6.6.4.1. Be liable to provide up to a maximum of AU\$100 per month in order to help pay for recurring Organisation operational expenses if such expenses cannot be covered through normal Organisation operations, and;

- 6.6.4.2. Gift anything to the Organisation as long as such Gifts meet the requirements outlined in this Constitution.
- 6.6.5. The rights and privileges of every Member will be personal to each Member and will not be transferable by the Member's own act or by operation of law.

#### 6.7. Membership Subscriptions

6.7.1. There will be no membership subscriptions, and therefore no membership subscription fees.

#### 6.8. Ceasing Or Cancelling Membership

- 6.8.1. A Member's membership of the Organisation will cease;
  - 6.8.1.1. If the Member gives the Secretary written notice of resignation, from the date of receipt of that notice by the Secretary, or;
  - 6.8.1.2. If a Member Quorum by resolution terminates the membership of a Member;
    - 6.8.1.2.1. Whose conduct in their opinion does not meet the requirements of the appointment of that type of Member, or;
    - 6.8.1.2.2. Whose conduct in their opinion renders it undesirable that Member continue to be a Member of the Organisation, and;
    - 6.8.1.2.3. Who has had the opportunity to be heard at the meeting at which the resolution is proposed, or;
  - 6.8.1.3. If a Director Quorum present and voting at a meeting of Directors by resolution terminate the membership of a Member;
    - 6.8.1.3.1. Who is not a Founding Member, and;
    - 6.8.1.3.2. Who is not an Original Member, and;
    - 6.8.1.3.3. Whose conduct in their opinion does not meet the requirements of the appointment of that type of Member, or;
    - 6.8.1.3.4. Whose conduct in their opinion renders it undesirable that Member continue to be a Member of the Organisation, and;
    - 6.8.1.3.5. Who has had the opportunity to be heard at the meeting at which the resolution is proposed, or;

#### 6.8.1.4. If the Member;

- 6.8.1.4.1. Dies, or;
- 6.8.1.4.2. Is unable to look after themselves and care for themselves physically and is unable to converse as they could when they were accepted as a Member, or;
- 6.8.1.4.3. Is convicted of an offence, which offence is also against the principles of the Universal Laws of Love, but which does not include allegations or convictions related to living in harmony with the Universal Laws of Love.

6.8.2. A Member's membership <u>should not</u> cease if any of the following claims, allegations or convictions are made by any other person, entity, organisation, Organisation, or Government, but the person has not forfeited their membership under the terms and conditions of this Constitution of this Organisation;

- 6.8.2.1. A claim of unsound mind because of the person's personal beliefs about themselves and their own identity, their personal beliefs about the true identity of others, or their personal spiritual or religious beliefs that are harmonious with the Objectives and Principles of this Organisation, and where the Member Quorum do not agree with the claim, or;
- 6.8.2.2. A claim of unsound mind, mental or emotional incapacity, but where the person is able to look after themselves and care for themselves physically and is able to converse fluently, logically and rationally, and where the Member Quorum do not agree with the claim, or;
- 6.8.2.3. A claim against their estate or whose estate is liable to be dealt with in any way under the laws relating to mental health but where the person is able to look after themselves and care for themselves physically and is able to converse fluently, logically and rationally, and where the Member Quorum do not agree with the claim, or;
- 6.8.2.4. Is alleged to have committed an offence, has committed an offence, or has been convicted of committing an offense, the information about which had been previously openly and fully declared to the other Members before the person was appointed as a Member, or;
- 6.8.2.5. While being a Member is alleged to have committed an offence, or is convicted of an offence, but where the Member Quorum do not agree that an offence has been committed, or;
- 6.8.2.6. Is alleged to have committed an offence, or is convicted of an offence, but where the Member Quorum, in their opinion, feel that forgiveness towards the Member involved is warranted due to the Member demonstrating repentance for their personal actions and the effects of such, or;
- 6.8.2.7. Is alleged to have committed an offence, or is convicted of an offence, but where the allegation or conviction is the result of the person following God's Universal Laws, which this Organisation recognizes as being of a higher value and taking precedence over the laws of Humankind; or
- 6.8.2.8. Is alleged to have committed an offence, or is convicted of an offence, but where the allegation or conviction is the result of the person following the Objectives and Principles of this Organisation, which all surround the universal principles of Love and Truth.

#### 7. GENERAL MEETINGS

#### 7.1. Definition of General Meetings

7.1.1. A General Meeting is a meeting of a Member Quorum for any purpose cognizant of the Objectives or Principles of the Organisation.

#### 7.2. Convening A General Meeting

- 7.2.1. Any Director may, at any time, convene a General Meeting.
- 7.2.2. Any Member Quorum may, at any time, convene a General Meeting.

#### 7.3. Notice of General Meeting

7.3.1. Subject to the provisions of the Corporations Act 2001 allowing General Meetings to be held with shorter notice, at least 7 days notice (either by mail, fax, email or text message, exclusive of the day on which the notice is served or deemed to be served and of the day for which notice is given) must be given to all Members of any General Meeting.

- 7.3.2. A notice convening a General Meeting;
  - 7.3.2.1. Must specify the place, date, and time of the meeting, and if the meeting is to be held in two or more places, the technology that will be used to facilitate this, and;
  - 7.3.2.2. Must state the general nature of the business to be transacted at the meeting, and;
  - 7.3.2.3. May specify a place, facsimile number or electronic address for the purposes of proxy appointment.
- 7.3.3. A notice of a General Meeting need not state that the business to be transacted at the meeting includes;
  - 7.3.3.1. The consideration of the annual financial report, Directors' report and the Auditor's report, or;
  - 7.3.3.2. The election of Directors, or;
  - 7.3.3.3. The appointment of Members; or
  - 7.3.3.4. The appointment and fixing of the remuneration of an Accountant or Auditor.

#### 7.4. Quorum At General Meetings

- 7.4.1. A quorum at General Meetings is the same as a Member Quorum as defined within this Constitution.
- 7.4.2. No business may be transacted at a General Meeting unless a Member Quorum is present when the meeting proceeds to business.
- 7.4.3. If a Member Quorum is not present within 30 minutes after the time appointed for a meeting;
  - 7.4.3.1. If the meeting was convened on the requisition of Members, it is automatically dissolved; or
  - 7.4.3.2. In any other case:
    - 7.4.3.2.1. It will stand adjourned to the same time and place seven (7) days after the meeting, or to another day, time and place determined by the Directors, and;
    - 7.4.3.2.2. If at the adjourned meeting a Member Quorum is not present within 30 minutes after the time appointed for the meeting, the meeting is automatically dissolved.
- 7.4.4. If the Organisation has less than twenty Members, in lieu of holding a General Meeting, the Organisation may pass a resolution by each Member signing a duplicate recorded copy of the resolution.

#### 7.5. Voting Rules and Restrictions For Members

7.5.1. The following rules and restrictions are placed upon all Members and supersede the individual requirements of each Member Class;

- 7.5.1.1. Any type of Member must abstain temporarily from a vote if they determine themselves to feel in an unloving state (angry, resentful, blaming, demanding or controlling) towards others or regarding the voting subject matter itself, or;
- 7.5.1.2. Any type of Member must abstain temporarily from a vote if a Member Quorum has determined they are in an unloving state (angry, resentful, blaming, demanding or controlling) towards others or regarding the voting subject matter itself.

#### 7.6. Chairperson

- 7.6.1. The Chairperson, or in the Chairperson's absence the Deputy Chairperson, of Directors' meetings will be the Chairperson at every General Meeting.
- 7.6.2. The Directors present may elect another Chairperson if:
  - 7.6.2.1. A Director Quorum is present, and;
  - 7.6.2.2. There is no Chairperson or Deputy Chairperson; or
  - 7.6.2.3. Neither the Chairperson nor Deputy Chairperson is present within 30 minutes after the time appointed for holding the meeting; or
  - 7.6.2.4. The Chairperson and Deputy Chairperson are unwilling or do not qualify to act as Chairperson of the meeting.
- 7.6.3. If no election of Chairperson is made by the Directors, then:
  - 7.6.3.1. A Member Quorum may elect one of the Directors present as Chairperson; or
  - 7.6.3.2. If no Director is present or is willing to take the chair, the Members may elect one of the Members present as Chairperson.
- 7.6.4. If there is a dispute at a General Meeting about a question of procedure, or interpretation of this Constitution, a Member Quorum will determine the question.

#### 7.7. Adjournment of a General Meeting

- 7.7.1. The Chairperson of a meeting at which a Member Quorum is present:
  - 7.7.1.1. In his or her discretion may adjourn a meeting with Member Quorum consent; and
  - 7.7.1.2. Must adjourn a meeting if the Member Quorum direct him or her to do so.
- 7.7.2. An adjourned meeting may take place at a different venue to the initial meeting.
- 7.7.3. The only business that can be transacted at an adjourned meeting is the unfinished business of the initial meeting.
- 7.7.4. Notice of an adjourned meeting must only be given if a General Meeting has been adjourned for more than 21 days.

#### 7.8. Members Voting Process

7.8.1. Firstly, determine who abstains from the voting procedure by;

- 7.8.1.1. Each Member is required to personally examine whether they are qualified to remain a Member under the guidelines as outlined in this Constitution, and to resign as a Member should they determine they permanently no longer qualify as a Member.
- 7.8.1.2. Each Member is required to personally examine their own availability to participate in a vote under the guidelines as outlined in this Constitution, and to temporarily remove themselves from the vote at hand should they determine they temporarily do not qualify to vote.
- 7.8.1.3. A Member Quorum is required to examine the qualifications of all other Members under the guidelines as outlined in this Constitution, and to vote to remove any Member should the Member permanently no longer qualify as a Member.
- 7.8.1.4. A Member Quorum is required to examine the availability of all other Members to participate in the vote at hand under the guidelines as outlined in this Constitution, and to vote to remove any from the vote at hand should a Member temporarily no longer qualify to vote.
- 7.8.2. Secondly, once those who are available to vote are determined, ensure that a Member Quorum is reached under the guidelines specified in this Constitution.
- 7.8.3. Thirdly, if a Member Quorum is reached, then vote on the matter at hand.
- 7.8.4. If a Member Quorum is not obtained, then the subject matter of the vote must be noted and postponed until a Member Quorum can be obtained.

#### 8. DIRECTORS

#### 8.1. Director Conditions

8.1.1. These are Director Conditions that apply to Directors within the Organisation. If these conditions disagree with any standard conditions for Directors, then the conditions in this section will take precedence.

#### 8.2. Director Quorum

- 8.2.1. A Director Quorum is considered to be;
  - 8.2.1.1. The agreement of all Directors who are Founding Members, or;
  - 8.2.1.2. If there is no surviving Director who is a Founding Member, the agreement of the majority of Directors who are Original Members, or;
  - 8.2.1.3. If there is no surviving Director who is a Founding Member or Original Member, the agreement of the majority of Directors who are Succession Members, or;
  - 8.2.1.4. If there is no surviving Director who is a Founding Member, Original Member or Succession Member, then either;
    - 8.2.1.4.1. The agreement of all Directors who are willing and able to be appointed as Succession Members, or;
    - 8.2.1.4.2. The agreement of the majority of Directors together with the agreement of the majority of Probation Members.

#### 8.3. Definition of a Director

#### A Director;

- 8.3.1. Is a person who is already a Member of the Organisation, and;
- 8.3.2. Can only be appointed if;
  - 8.3.2.1. The person being appointed has supplied properly executed copies of any legal documents pertaining to their position, and;
  - 8.3.2.2. A Member Quorum approves of the appointment, and;
  - 8.3.2.3. The person being appointed will direct the Organisation in a manner consistent with the Objectives and Principles of this Constitution of the Organisation, and;
- 8.3.3. Qualifies as a Director as long as they never attempt to obtain a Loan or obtain lending finance on behalf of the Organisation unless all of the Loan Conditions contained within the Constitution are met, and;
- 8.3.4. Can resign as a Director of the Organisation at any time, and under any circumstance, as long as they immediately inform the Secretary of the Organisation in writing and agree in writing to take responsibility financially and otherwise for the decisions they made while a Director, and;
- 8.3.5. Cannot assign their Directorship to any other individual, nor to any other party including relatives, friends, legal representatives or any organisation, and;
- 8.3.6. Cannot assign the role, position, or any other function of their Directorship to another by Power of Attorney, and;
- 8.3.7. Relinquishes his or her Directorship upon permanent mental or emotional incapacity, or death of the physical body.

#### 8.4. Appointment and Removal of Directors

- 8.4.1. Number of Directors
  - 8.4.1.1. There will not be less than 3 and no more than 9 Directors unless the Organisation in General Meeting by resolution changes the minimum or maximum number.
- 8.4.2. Directors Terms and Conditions of Tenure
  - 8.4.2.1. A Director may remain such for a period determined by the Member Quorum, and, if the period is not determined by a Member Quorum specifically, at least for the period between Annual General Meetings.
- 8.4.3. The Organisation may, by resolution passed in General Meeting;
  - 8.4.3.1. Appoint new Directors, or;
  - 8.4.3.2. Increase or reduce the number of Directors, or;
  - 8.4.3.3. Remove any Director under the terms and conditions of this Constitution, before the end of the Director's term of office, or;
  - 8.4.3.4. Appoint another person in the Director's place.
- 8.4.4. A person appointed as a replacement Director will hold office for the term for which the Director replaced would have held office if the Director had not been removed.
- 8.4.5. The Organisation has no provision for the appointment of Alternate Directors.

#### 8.5. Retirement

8.5.1. A Director must retire from office if they no longer meet the qualifications to remain a Director.

- 8.5.2. A Director must retire from office at any time if asked to do so by a Member Quorum.
- 8.5.3. A retiring Director will be eligible for re-election as long as a Member Quorum decides they remain eligible and qualified.

#### 8.6. Filling Vacated Office

- 8.6.1. When a Director retires at a General Meeting, the Organisation may by ordinary resolution elect a person to fill the vacated office.
- 8.6.2. If the vacated office is not filled and the retiring Director has offered himself or herself for reelection, and the retiring Director continues to meet the qualifications of being a Director, and the retiring Director has not been asked to step down by a Member Quorum, the retiring Director will be deemed to have been re-elected unless, at the meeting at which he or she retires;
  - 8.6.2.1. It is resolved not to fill the vacated office; or
  - 8.6.2.2. The resolution for the re-election of the Director is put and lost.

#### 8.7. Nomination of Directors

- 8.7.1. A person is eligible for election as a Director if;
  - 8.7.1.1. The person is already a Member of the Organisation, and;
  - 8.7.1.2. The person already qualifies to become a Director, and;
  - 8.7.1.3. They have properly executed a copy of the "Director Deed" Organisation Document, and are still in harmony with the promises made within such, and;
  - 8.7.1.4. The person is not a Probation Member, and;
  - 8.7.1.5. The person has indicated their desire to serve as a Director during a General Meeting where a Member Quorum is present, or they have been asked by the Member Quorum to become a Director and they agree to the appointment, and;
  - 8.7.1.6. A Member Quorum has determined that the person would be ideally suited to the position of being a Director.

#### 8.8. Vacation of Office of Director

- 8.8.1. The office of a Director immediately becomes vacant if the Director;
  - 8.8.1.1. No longer qualifies as a Director under the terms and conditions of this Constitution of the Organisation, or;
  - 8.8.1.2. Is prohibited by the *Corporations Act* 2001 from holding office or continuing as a Director, or;
  - 8.8.1.3. Becomes bankrupt or makes any general arrangement or composition with his or her creditors, or;

8.8.1.4. Cannot manage the Organisation because of his or her mental incapacity and is a person whose estate or property has had a personal representative or trustee appointed to administer it, or;

- 8.8.1.5. Resigns by notice in writing to the Organisation, or;
- 8.8.1.6. Is removed by a resolution of the Organisation, or;
- 8.8.1.7. Is absent from two consecutive Directors' meetings without leave of absence from the Directors, or;
- 8.8.1.8. Is directly or indirectly interested in any contract or proposed contract with the Organisation and fails to declare the nature of the interest as required by the *Corporations Act 2001*.

#### 8.9. Powers And Duties Of Directors

- 8.9.1. The business of the Organisation is managed by the Directors who may exercise all powers of the Organisation that this Constitution and the Corporations Act 2001 do not require to be exercised by the Organisation in General Meeting.
- 8.9.2. No Director can execute or propose to execute any document, or do any act by or through an attorney which affects the Organisation or the Director's Directorship in the Organisation, without the express approval of the Board of Directors and the Member Quorum, assuming that the execution or proposition also meets the other guidelines for documents within this Constitution.
- 8.9.3. Directors may exercise all the powers of the Organisation that this Constitution and the Corporations Act 2001 allow, with the <u>exception</u> of the following powers, all of which are denied to all Directors, all Officers of the Organisation, and all Members of the Organisation;
  - 8.9.3.1. The borrowing of money on behalf of the Organisation, and;
  - 8.9.3.2. The issuing of debentures or giving any other security for a debt, liability or obligation of the Organisation, the Organisation's Members, or of any other person associated with the Organisation, and;
  - 8.9.3.3. The acceptance of any provision from a third party to the Organisation that requires or demands the Organisation provide its services to the same party, or to a party or parties nominated by the third party, unless the party nominated is all Humankind, or that prevents the Organisation providing its services to all Humankind under the terms and conditions of the Objectives and Principles of this Constitution, and;
  - 8.9.3.4. Entering into a contract, either verbally implied, expressed or written, with a third party to the Organisation that requires or demands the Organisation provide its services to the same party, or to a party or parties nominated by the third party, unless the party nominated is all Humankind, or that prevents the Organisation providing its services to all Humankind under the terms and conditions of the Objectives and Principles of this Constitution.

#### 8.10. Payments To Directors

- 8.10.1. No payment will be made to any Director of the Organisation unless;
  - 8.10.1.1. The Organisation has the ability to remain solvent and still make the payment, and;

8.10.1.2. The Member Quorum has determined by resolution that the payment is sustainable, reasonable, acceptable for the long term viability of the Organisation, and commercially reasonable.

- 8.10.2. Payment may be made to any Director of the Organisation if the payment is;
  - 8.10.2.1. Reasonable remuneration for the Director in the performance of their duty as a Director of the Organisation, or;
  - 8.10.2.2. Out of pocket expenses incurred by the Director in the performance of any duty as a Director of the Organisation, or;
  - 8.10.2.3. Any service rendered to the Organisation by the Director in a professional or technical capacity, other than the capacity as Director, where the provision of the service has the prior approval of the Directors of the Organisation, and is not more than the amount which commercially would be reasonable payment for the service, and;
  - 8.10.2.4. An insurance premium in respect of a contract insuring a Director to which subsection 212(1) of the *Corporations Act 2001* refers or the provision of a financial benefit to a Director to which subsection 212(2) of the *Corporations Act 2001* refers.

#### 8.11. Directors' Voting Rules

- 8.11.1. Any Director must abstain temporarily from a vote if they determine themselves to feel in an unloving state (angry, resentful, blaming, demanding or controlling) towards others or regarding the voting subject matter itself.
- 8.11.2. Any Member Quorum can prevent any Director from participating in a vote if the Member Quorum determines that the Director is in an unloving state (angry, resentful, blaming, demanding or controlling) towards others or regarding the voting subject matter itself.

#### 8.12. Directors' Voting Process

- 8.12.1. Firstly, determine who abstains from the voting procedure by;
  - 8.12.1.1. Each Director is required to personally examine whether they are qualified to remain a Member under the guidelines for Members as outlined in this Constitution, and to resign as a Director should they determine they permanently no longer qualify as a Member.
  - 8.12.1.2. Each Director is required to personally examine their own availability to participate in a vote under the guidelines as outlined in this Constitution, and to temporarily remove themselves from the vote at hand should they determine they temporarily do not qualify to vote.
  - 8.12.1.3. A Director Quorum is required to examine the qualifications of all Directors under the guidelines as outlined in this Constitution, and to vote to remove any from their position should a Director permanently no longer qualify as a Member.
  - 8.12.1.4. A Director Quorum is required to examine the availability of all Directors to participate in the vote at hand under the guidelines as outlined in this Constitution, and to vote to remove any from the vote at hand should a Director temporarily no longer qualify to vote.

8.12.1.5. If a Director has been removed consistently from every vote for a period of two (2) meetings in sequence, then a Member Quorum must be formed within a calendar month to determine whether the Director retains his or her Directorship.

- 8.12.1.6. If a Director has been removed consistently from every vote for a period of two (2) meetings in sequence, and a Member Quorum determines the Director should retain his or her Directorship, then the Members must investigate the reason given by the Board of Directors for their treatment of the single Director being consistently removed from the vote, and remove the cause within the Board of Directors that resulted in the Board consistently denying voting rights to the Director when the Member Quorum determines that the Director still qualifies to vote.
- 8.12.2. Secondly, once those who are available to vote are determined, ensure that a Director Quorum is reached under the guidelines specified in this Constitution.
- 8.12.3. Thirdly, if a Director Quorum is reached, then vote on the matter at hand.
- 8.12.4. If a Director Quorum is not obtained, then the subject matter of the vote must be noted and postponed until a Member Quorum can be obtained to vote on the matter.

#### 8.13. Directors' Meetings

- 8.13.1. The Directors;
  - 8.13.1.1. May meet monthly or as frequently as the Board of Directors deems necessary, and;
  - 8.13.1.2. Must meet when the Secretary convenes a Directors' meeting at any time.
- 8.13.2. The Notice of a Directors meeting;
  - 8.13.2.1. May be given in writing, or the meeting may be otherwise called using any technology consented to by all the Directors.
  - 8.13.2.2. Need not be given to a Director whom the Secretary, when giving notice to the other Directors, reasonably believes to be outside Australia.

#### 8.13.3. General Requirements

- 8.13.3.1. Subject to the Corporations Act 2001, the Directors communicating with each other by any technological means by which they are able simultaneously to hear each other and to participate in discussion may hold a Directors' meeting.
- 8.13.3.2. The Directors need not all be physically present in the same place for a Directors' meeting to be held.
- 8.13.3.3. A Director who participates in a meeting held in accordance with this Constitution is taken to be present and entitled to vote at the meeting.
- 8.13.3.4. All clauses applying to Directors Meetings also apply to meetings of Directors' committees as if all committee members were Directors.
- 8.13.3.5. The Directors may meet together, adjourn and regulate their meetings as they decide.

#### 8.14. Decision of Questions

8.14.1. Subject to this Constitution, questions arising at a meeting of Directors are to be decided by a Director Quorum present and voting and, subject to the Directors Voting Process, Directors Voting Rules, and Directors Meeting directions as outlined in this Constitution, each Director has one vote.

- 8.14.2. The Chairperson of a meeting does not have a casting vote in addition to his or her deliberative vote.
- 8.14.3. A Founding Member, or an Original Member, if present at a Directors' Meeting, whether in the role of a Director or not, does have a casting vote if the Board of Directors' deliberative vote is deadlocked.

#### 8.15. Directors' Interests

- 8.15.1. Each Director must disclose his or her material personal interests to the Organisation in accordance with the Corporations Act 2001 and the Secretary must record all declarations in the minutes of the relevant Directors' meeting.
  - 8.15.1.1. Voting by a Director contrary to this clause, or failure by a Director to make disclosure under this clause, does not render void or voidable a contract or arrangement in which the Director has a material personal interest.
  - 8.15.1.2. A Director may join in executing in accordance with section 127 of the *Corporations Act 2001* any document relating to a contract or arrangement or proposed contract or arrangement in which the Director has an interest, as long as such execution is not a document relating to a type of contract or arrangement or proposed type of contract or arrangement prohibited by this Constitution.

#### 8.16. Remaining Directors

- 8.16.1. The Directors may act even if there are vacancies on the board.
- 8.16.2. If the number of Directors is not sufficient to constitute a quorum at a Directors' meeting, the Directors may act only to:
  - 8.16.2.1. Appoint a Director; or
  - 8.16.2.2. Convene a General Meeting.

#### 8.17. Chairperson

- 8.17.1. The Directors may elect a Director as Chairperson of Directors' meetings and may determine the period for which the Chairperson will hold office.
- 8.17.2. If no Chairperson is elected or if the Chairperson is not present at any Directors' meeting within 15 minutes after the time appointed for the meeting to begin, the Directors present must elect a Director to be Chairperson of the meeting.
  - 8.17.2.1. The Directors may elect a Director as Deputy Chairperson to act as Chairperson in the Chairperson's absence.
  - 8.17.2.2. If the Directors elect no Chairperson, then the Directors must call a General Meeting of Members in order to elect new Directors who would be willing to act as a Chairperson.

#### 8.18. Directors' Committees

- 8.18.1. The Directors may delegate any of their powers to:
  - 8.18.1.1. A Committee of Directors, or;
  - 8.18.1.2. A single Director, or;
  - 8.18.1.3. A Member of the Organisation.
- 8.18.2. A Committee or person to which any powers have been delegated must;
  - 8.18.2.1. Have the same qualifications as a Director must have under the terms and conditions of this Constitution, and;
  - 8.18.2.2. Exercise its powers in accordance with any directions of the Directors and a power exercised in that way is taken to have been exercised by the Directors.
- 8.18.3. A Committee or person to which any powers have been delegated may be authorised to subdelegate all or any of the powers for the time being vested in it, but under the same terms and conditions as a Director delegation to a Committee or a person.
- 8.18.4. Meetings of any Committee will be governed by the provisions of this Constitution which deal with Directors' meetings so far as they are applicable and are not inconsistent with any directions of the Directors.

#### 8.19. Written Resolutions

- 8.19.1. The Directors may pass a resolution without a Directors' meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. The resolution is passed when the last Director signs and when the Directors have unanimously voted in favour.
- 8.19.2. For the purposes of the above clause, separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.
- 8.19.3. Any document referred to in this clause may be in the form of a facsimile or electronic transmission.
- 8.19.4. The minutes of Directors' meetings must record that a meeting was held in accordance with this clause.
- 8.19.5. This clause applies to meetings of Directors' committees as if all members of the committee were Directors.

#### 8.20. Validity of Acts of Directors

- 8.20.1. If it is discovered that;
  - 8.20.1.1. There was a defect in the appointment, or in the continuance of the appointment, of a person as a Director, or member of a Directors' committee; or
  - 8.20.1.2. A person appointed to one of those positions was disqualified;
- 8.20.2. All acts of the Directors or the Directors' committee before the discovery was made are as valid as if the person had been duly appointed and was not disqualified, unless that person had the casting vote on the act itself.

### 8.21. Minutes and Registers

8.21.1. The Directors must cause minutes to be made of;

- 8.21.1.1. The names of the Directors present at all general meetings, Directors' meetings and meetings of Directors' committees;
- 8.21.1.2. All proceedings and resolutions of General Meetings, Directors' meetings and meetings of Directors' committees;
- 8.21.1.3. All resolutions passed by Directors;
- 8.21.1.4. If a resolution was passed or dismissed, and the vote was tied before a casting vote made, the names of all the Directors present and how they voted;
- 8.21.1.5. All appointments of officers;
- 8.21.1.6. All orders made by the Directors and Directors' committees, and;
- 8.21.1.7. All disclosures of Directors and committee member's interests.
- 8.21.2. Minutes of meetings;
  - 8.21.2.1. May be a video or audio recording of the meeting, as long as such recording is clear and audible.
  - 8.21.2.2. Must be signed or audibly agreed to by the Chairperson of the meeting or by the Chairperson of the next meeting of the relevant body.
  - 8.21.2.3. Must be kept in a register kept by the Organisation as required by this Constitution and the *Corporations Act 2001*.

#### 8.22. Local Management

- 8.22.1. The Directors may provide for the management and transaction of the affairs of the Organisation in any places and in such manner as they decide, as long as the manner does not contravene the Objectives and Principles of this Constitution, and those persons involved in the carrying out of such management and transaction, as so far as the Directors are aware, personally meet the same qualifications as the Directors do as outlined in this Constitution to perform said management and transaction.
- 8.22.2. Without limiting the Local Management clause, the Directors may:
  - 8.22.2.1. Establish local boards or agencies for managing any of the affairs of the Organisation in a specified place and appoint any persons to be members of those local boards or agencies, and;
  - 8.22.2.2. Delegate to any person appointed under the Local Management clause any of the powers, authorities and discretions which may be exercised by the Directors under this Constitution, on any terms and subject to any conditions determined by the Directors.
- 8.22.3. The Directors may at any time revoke or vary any delegation under the Local Management clause.

#### 8.23. Appointment of Attorneys and Agents

- 8.23.1. As long as such a person personally meets the same qualifications as the Directors do as outlined in this Constitution, the Directors may from time to time by resolution or power of attorney executed in accordance with section 127 of the Corporations Act 2001 appoint any person to be the attorney or agent of the Organisation;
  - 8.23.1.1. For purposes matching the Objectives and Principles of this Organisation;

- 8.23.1.2. With the powers, authorities and discretions (not exceeding those exercisable by the Directors under this Constitution) determined by the Directors;
- 8.23.1.3. For the period determined by the Directors, and;
- 8.23.1.4. Subject to the conditions determined by the Directors.
- 8.23.2. An appointment by the Directors of an attorney or agent of the Organisation may be made in favour of;
  - 8.23.2.1. Any member of any local board established under this Constitution;
  - 8.23.2.2. Any Organisation;
  - 8.23.2.3. The members, directors, nominees or managers of any Organisation or firm; or
  - 8.23.2.4. Any fluctuating body of persons whether nominated directly or indirectly by the Directors.
- 8.23.3. A power of attorney may contain such provisions for the protection and convenience of persons dealing with an attorney as the Directors decide.
- 8.23.4. The Directors may appoint attorneys or agents by a scanned signed copy of the appointment sent by email, a facsimile transmission, telegraph or cable, to act for and on behalf of the Organisation.
- 8.23.5. An attorney or agent appointed under this clause "Appointment of Attorneys or Agents" may be authorised by the Directors to sub-delegate all or any of the powers authorities and discretions for the time being vested in it.

#### 8.24. Secretary

- 8.24.1. If required by the Corporations Act 2001, there must be at least one secretary of the Organisation appointed by the Directors for a term and on conditions determined by them.
- 8.24.2. The Secretary is entitled to attend and be heard on any matter at all Directors' and General Meetings.
- 8.24.3. The Directors may, subject to the terms and conditions of the Secretary's engagement, suspend, remove or dismiss the Secretary.

#### 8.25. Common Seal

- 8.25.1. If the Organisation has a Seal;
  - 8.25.1.1. The Directors must provide for the safe custody of the Seal;
  - 8.25.1.2. The Seal must not be used without the authority of the Directors or a Directors' committee authorised to use the Seal;
  - 8.25.1.3. Every document to which the Seal is affixed must be signed by a Director and be countersigned by another Director, the Secretary or another person appointed by the Directors to countersign the document.

#### 8.26. Duplicate Seal

- 8.26.1. If the Organisation has a Seal, the Organisation may have one or more duplicate Seals of the Seal each of which;
  - 8.26.1.1. Must be a facsimile of the Seal with the addition on its face of the words 'Duplicate Seal';

8.26.1.2. Must not be used except with the authority of the Directors.

#### 8.27. Inspection of Records

- 8.27.1. Except as otherwise required by the Corporations Act 2001, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the financial records and other documents of the Organisation or any of the Directors personally will be open or available for inspection by Members, but this decision can only be made in harmony with the Objectives and Principles of the Organisation as outlined in this Constitution.
- 8.27.2. A Member who is not a Director does not have the right to inspect any financial records or other documents of the Organisation unless the Member is authorised to do so by a resolution of the Directors, or unless that Member is a Founding or Original Member.
- 8.27.3. Since one Object of the Organisation is to be open and transparent at all times, the Directors must consider seriously any request to make available to any member of the public any document, financial record, taxation record or meeting transcript, except where the person making the request, in the Directors' opinion;
  - 8.27.3.1. Is belligerent, angry, resentful, or unloving in any manner regarding their request, or;
  - 8.27.3.2. Opposes the Objectives and Principles of the Organisation, or;
  - 8.27.3.3. Is wasting, or attempting to waste, the time and effort of the Organisation, the Organisations' Directors, Members or Participants, or;
  - 8.27.3.4. Is attempting to obtain from the Organisation any Asset or service by force, or;
  - 8.27.3.5. Has malevolent or malicious intentions, or;
  - 8.27.3.6. Is devious or desires to manipulate the truth or control others, or;
  - 8.27.3.7. Has the intention of disrupting the Organisation from doing its business in accordance with its Constitution, or;
  - 8.27.3.8. Has the intention of causing violence towards the Organisation, or towards any person connected with the Organisation; or
  - 8.27.3.9. Has the intention of destroying the Organisation.

#### 8.28. Service of Notices

- 8.28.1. Notice may be given by the Organisation to any person who is entitled to notice under this Constitution;
  - 8.28.1.1. By serving it on the person; or
  - 8.28.1.2. By sending it by post, facsimile transmission or electronic notification to the person at the person's address shown in the Register or the address supplied by the person to the Organisation for sending notices to the person.
- 8.28.2. A notice sent by post is taken to be served;
  - 8.28.2.1. By properly addressing, prepaying and posting a letter containing the notice, and;
  - 8.28.2.2. On the day after the day on which it was posted.
- 8.28.3. A notice sent by facsimile transmission or electronic notification is taken to be served:

8.28.3.1. By properly addressing the facsimile transmission or electronic notification and transmitting it, and;

- 8.28.3.2. On the day after its despatch.
- 8.28.4. If a Member has no registered address a notice will be taken to be served on that Member 24 hours after it was posted on a notice board at the Office.
  - 8.28.4.1. A Member whose registered address is not in Australia may specify in writing an address in Australia to be taken to be the Member's registered address within the meaning of this clause.
- 8.28.5. A certificate in writing signed by a Director, Secretary or other officer of the Organisation that a document or its envelope or wrapper was addressed and stamped and was posted is conclusive evidence of posting.
- 8.28.6. Subject to the Corporations Act 2001 the signature to a written notice given by the Organisation may be written or printed.
- 8.28.7. All notices sent by post outside Australia must be sent by prepaid airmail post.

#### 8.29. Persons Entitled To Notice

- 8.29.1. Notice of every General Meeting must be given to;
  - 8.29.1.1. Every Member;
  - 8.29.1.2. Every Director, and;
  - 8.29.1.3. Any Auditor.
- 8.29.2. No other person is entitled to receive notice of a General Meeting, but a notice may be supplied to members of the public in good faith if the Directors so decide.

#### 8.30. Indemnity and Insurance

- 8.30.1. To the extent permitted by law and to the extent that the Officer is not indemnified by Directors' and Officers' liability insurance maintained by the Organisation, the Organisation indemnifies every person who is or has been an Officer of the Organisation for costs and expenses incurred by the person as such an Officer in defending proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted, against any liability;
  - 8.30.1.1. Incurred by that person as such an Officer to another person other than the Organisation or a related body corporate of the Organisation unless the liability arises out of conduct involving a lack of good faith;
  - 8.30.1.2. Incurred by that person as such an Officer to another person other than the Organisation or a related body corporate of the Organisation unless the liability arises out of conduct involving contravention of the Objectives and Principles of this Organisation;
  - 8.30.1.3. In connection with an application, in relation to such proceedings, in which the Court grants relief to the person under the *Corporations Act* 2001.
- 8.30.2. The Organisation will not indemnify a person, nor pay or agree to pay a premium in respect of a contract insuring a person for costs and expenses incurred by the person, nor pay or agree to pay direct costs and expenses incurred by the person, nor defend the person or assist the defence of a person in any civil or criminal case whatever the outcome, whether that person be a Director, Officer, Auditor, Participant, or Volunteer for the Organisation, or a member of the general public, when the liability arises out of conduct involving;

8.30.2.1. A wilful breach of duty in relation to the Organisation, their position within the Organisation, or their participation in the Organisation, as stated in this Constitution;

- 8.30.2.2. A wilful breach of the conduct requirements in relation to the Organisation, their position within the Organisation, or their participation in the Organisation, as stated in this Constitution;
- 8.30.2.3. A wilful breach of the Objectives and Principles of the Organisation;
- 8.30.2.4. A wilful breach any Deed or promise executed by the person for the Organisation;
- 8.30.2.5. Without limiting a wilful breach of duty, a contravention of section 182 or 183 of the *Corporations Act 2001*.

#### 8.31. Audit And Accounts

- 8.31.1. The Directors must cause the Organisation to keep written financial records in relation to the business of the Organisation in accordance with the requirements of the Corporations Act 2001.
- 8.31.2. The Directors may cause the financial records of the Organisation to be audited in accordance with the requirements of the Corporations Act 2001.
- 8.31.3. The Directors will cause the financial records of the Organisation to be audited in accordance with the requirements of the Corporations Act 2001 if a Member Quorum demands such an audit take place.

#### 9. PARTICIPANTS AND EMPLOYEES

#### 9.1. Participants

Incorporating the definition of a Participant contained in the "Preliminary" section of this Constitution a Participant includes:

- 9.1.1. Any person, charity, trust, institution, organisation or Government who performs or renders any service to the Organisation without;
  - 9.1.1.1. The express demand in writing before the delivery of the service begins, of payment, service in kind, or any other expectation; or
  - 9.1.1.2. The documentation of an order or an invoice for the expectation; or
  - 9.1.1.3. The Organisations Board of Directors, or Management firstly agreeing in writing before delivery of the service begins, to render in return a payment, service in kind, or any other reward.

#### 9.2. Participant Care

- 9.2.1. Participants themselves must;
  - 9.2.1.1. Adhere to the Objectives and Principles of the Organisation, and;
  - 9.2.1.2. Execute a copy of the "Participant Deed" and the "Gift Deed" Organisation Documents before they undertake any Participant activity, and;
  - 9.2.1.3. Respect God's Laws with regard to taking personal responsibility for the events surrounding them, or others working with them, and;
  - 9.2.1.4. Be personally responsible for all forms of personal insurance, including, but not limited to, health, personal injury, permanent disability and life insurance, and;
  - 9.2.1.5. Understand that the Organisation cannot indemnify them against injury, costs and expenses incurred by the Participant during the performance of their Participant activities, and;
  - 9.2.1.6. Not perform any duty, task, work or service until they come to a full understanding of the Participant clauses of this Constitution, and;
  - 9.2.1.7. Not perform any duty, task, work, or service if, in their own opinion, the environment is not safe.
- 9.2.2. The Organisation must;
  - 9.2.2.1. Value its Participants, and;
  - 9.2.2.2. Respect its Participants, and;
  - 9.2.2.3. Demonstrate gratitude for its Participants, and;
  - 9.2.2.4. Treat all Participants with loving-kindness, and;
  - 9.2.2.5. Acknowledge, respect and encourage a Participant's Free Will as long as the exercise of their Free Will is in harmony with the Objectives and Principles of the Organisation, in harmony with God's treatment of the individual, and in harmony with love of the environment, and;
  - 9.2.2.6. Properly educate each Participant with regard to safe work practices, and;
  - 9.2.2.7. Where possible, provide all the material resources Participants need to perform their duties, tasks, work or services.
- 9.2.3. All duties, tasks, work or services provided by Participants, must;

- 9.2.3.1. Be in harmony with the Objectives and Principles of the Organisation, and;
- 9.2.3.2. In harmony with God's treatment of the individual, and;
- 9.2.3.3. Cease when they no longer support the Objectives and Principles of the Organisation.
- 9.2.4. No Officer of the Organisation can ask a Participant to perform any duty, task, work, or service;
  - 9.2.4.1. Out of harmony with the principles of self-responsibility, and;
  - 9.2.4.2. Out of harmony with the Objectives and Principles of the Organisation, and;
  - 9.2.4.3. Out of harmony with love, as demonstrated by God's treatment of Humankind, and;
  - 9.2.4.4. If any person involved in the duty, task, work, or service feels that the work environment is not safe.
- 9.2.5. The Organisation must inform each Participant of the clauses in this Constitution concerning Participants by;
  - 9.2.5.1. Making available to each Participant a copy of this Constitution, and;
  - 9.2.5.2. Informing each Participant of his or her personal responsibility as outlined in this Constitution for any and all duties, tasks, work, or services they provide to the Organisation, and;
  - 9.2.5.3. If a Participant does not understand or acknowledge the Participant clauses of this Constitution, then the Participant has a personal responsibility to not perform any duty, task, work or service until they come to an understanding of these clauses.
- 9.2.6. The Organisation may refuse the Participant's effort when the Participant themselves, is, in the opinion of an Officer of the Organisation;
  - 9.2.6.1. Out of harmony with the principles of self-responsibility, or;
  - 9.2.6.2. Out of harmony with the Objectives and Principles of the Organisation, or:
  - 9.2.6.3. Out of harmony with love, as demonstrated by God's treatment of Humankind, or;
  - 9.2.6.4. Consistently performing their Participant task in an unsafe manner, or;
  - 9.2.6.5. Has refused to acknowledge any or all of their own responsibilities as a Participant to the Organisation as outlined in the Participant clauses of this Constitution.

#### 9.3. Employees

- 9.3.1. All positions in the Organisation will be Voluntary in nature unless a Member Quorum decide to make an exception to create a paid employee position.
- 9.3.2. Any exception made to the Voluntary nature of positions will be made in writing, where a Member Quorum agree to the terms and conditions outlined within a document which summarizes the decision and the reasons for it, and they execute their individual agreement by signing the document which summarizes the reasons for the decision.

### **GOD'S WAY**

#### ORGANISATION LIMITED BY GUARANTEE

## **Annexure 1 - Membership Application**

Applicant Details				
Full Legal Name				
Membership Class (circle 1)	Founding	Original	Succession	Probation
Residential Address				
Postal Address				
<b>Email Address</b>				
<b>Contact Phone Numbers</b>				

## **Applicant Statement**

- I, the applicant undersigned, agree to the following;
- 1. I have read this Constitution of the God's Way organisation, and;
- 2. I have studied my responsibilities under the terms and conditions of its Constitution, and;
- 3. I understand and agree to my responsibilities under the terms and conditions of its Constitution, and;
- 4. I agree to obtain or waive legal advice and properly execute the documents required by this Constitution in order to become a Member, and;
- 5. I understand that I may be required to pay a monthly contribution to the Organisation in order to assist with operating costs of the Organisation, and;
- 6. I agree that if the God's Way organisation must wind up under the terms and conditions of its Constitution, I guarantee to pay to the organisation a limit of AU\$100 if the organisation has insufficient funds to meet its debts and expenses, and;
- 7. I understand that no other application or subscription fees apply for the application.

	 _	 
Applicant's Signature		
Date Signed		

Please post the form to: God's Way

98 O'Dea Road Kingaroy QLD 4610

Australia

### **GOD'S WAY**

#### ORGANISATION LIMITED BY GUARANTEE

## **Annexure 2 – Membership Representative Proxy**

Representative (Proxy) Details		
Full Legal Name		
Postal Address		
Email Address		
Contact Phone Numbers		

### Member's Statement

I/We, the undersigned, being the legally appointed authorised officer(s) of the above organisation which is a Member of the God's Way organisation, agree to the following;

- To appoint the person described above as my/our proxy, or, in his or her absence, the Chairperson of the meeting as my/our proxy, to vote on my/our behalf at all General Meetings of God's Way, until I/We inform the Secretary of God's Way, in writing, of our change of proxy, and;
- 2. I/We have ensured that person has read, studied their responsibilities, and that they understand and agree to their responsibilities under the terms and conditions of, this Constitution of God's Way, and;
- 3. I/We will ensure that my/our proxy has been fully informed as to my/our voting resolution before attending each meeting, and;
- 4. I/We understand that if I/We do not instruct my/our proxy how to vote on a resolution, my/our proxy may vote as he/she thinks fit or abstain from voting.

Common Seal	Signature	Name	Date

This proxy must be signed by the appointing Member or by the Member's attorney. Proxies given by companies must be executed in accordance with section 127 of the Corporations Act 2001 or signed by an authorised officer or attorney. This proxy and any power of attorney or other authority under which it is signed (or a certified copy) must be lodged at the registered office of God's Way Limited, or sent by facsimile no later than 48 hours before the meeting.

Please post the form to: God's Way

98 O'Dea Road Kingaroy QLD 4610

Australia

## **GOD'S WAY**

## ORGANISATION LIMITED BY GUARANTEE

# Annexure 3 - Consent to Act as a Organisation Officer

Organisation Officer Details		
Full Legal Name		
Positions Consented To		
Residential Address		
Residential Fluiress		
Postal Address		
Date of Birth		
Place of Birth		
Email Address		
<b>Contact Phone Numbers</b>		
	Officer's Statement	
I, the undersigned, hereby state the	following;	
1. I have read this Constitution of	f the God's Way organisation, and;	
2 1	ties under the terms and conditions of its Constitution, and;	
• ,	responsibilities under the terms and conditions of its Constitution, and;	
4. I agree to obtain or waive legal Constitution in order to become	l advice and properly execute the documents required by this ee a Member, and;	
5. I agree to become an officer for	the positions indicated to the God's Way Organisation, and;	
6. I agree to the terms and condit positions indicated above.	ions of the God's Way Constitution and the Corporation Act for the	
Applicant's Signature		
Date Signed		

Please post the form to: Go

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