

# FLINDERS EVANGELICAL STUDENTS – CONSTITUTION

*Current Document Adopted on Tuesday 23<sup>rd</sup> of May 2023 at the Flinders ES General Meeting.*

## 1. NAME

1.1. There shall be a FLINDERS EVANGELICAL STUDENTS hereinafter known as the FLINDERS E.S.

## 2. DEFINITIONS

2.1. In this Constitution unless the contrary opinion appears:

**AFES** means the Australian Fellowship of Evangelical Students.

**Committee** means the Committee of Management of the FLINDERS E.S.

**Enrolled Student/s** means any student/s with a Valid Flinders University Student ID number.

**Financial Year** means the Financial Year of the FLINDERS E.S. as defined in Section 6.5.

**FUSA** means the Flinders University Student Association.

**General Meeting** means a general meeting of members of the FLINDERS E.S. convened in accordance with this Constitution.

**Member** means a member of the FLINDERS E.S.

**Membership Declaration** means the membership declaration of the FLINDERS E.S.

**Member Protection Policy** means the member protection policy of the FLINDERS E.S.

**The University** means Flinders University, South Australia

## 3. MISSION, AIMS AND DOCTRINAL BASIS

3.1. The Mission of the FLINDERS E.S. shall be:-

**‘Knowing Jesus. Loving Jesus. Making Jesus known.’**

3.2 The aims of the FLINDERS E.S. shall be:-

**Prayerfully relying on God, and loving one another we will:**

- 1. Share the Gospel with students and call them to trust in Jesus Christ as their Lord.**
- 2. Grow together towards maturity in Christ by learning from the Bible.**
- 3. Equip students and graduates to be faithfully serving Jesus on campus and in our churches, Australia and the world.**

**...To the glory of God!**

3.3 The doctrinal basis of the FLINDERS E.S. is:

1. The divine inspiration, trustworthiness, and infallibility of Holy Scripture as originally given, its entire sufficiency for our knowledge of God, and its supreme authority in all matters of faith and conduct.
2. The sovereignty of God in creation, revelation, redemption and final judgement.
3. The unity of the Father, the Son and the Holy Spirit in the Godhead.
4. The universal sinfulness and guilt of all people since the fall, rendering them subject to God's wrath and condemnation.
5. The conception of Jesus Christ by the Holy Spirit, and His birth by the Virgin Mary.
6. The undeserved love of God which finds its ultimate expression in redemption from the guilt, penalty, and power of sin only through the sacrificial death as our representative and substitute, of Jesus Christ the Incarnate Son of God.
7. The bodily resurrection of Jesus Christ from the dead and his ascension to the right hand of God the Father.
8. The justification of the sinner only by the grace of God through faith alone.
9. The necessity of the work of the Holy Spirit to make the work of Christ effective in the individual sinner, granting him/her repentance toward God and faith in the Lord Jesus.
10. The indwelling and work of the Holy Spirit in the believer.
11. The one holy universal Church which is the body of Christ and to which all true believers belong.
12. The expectation of the personal return of the Lord Jesus Christ.

3.4. In order to achieve these aims and to promote the core beliefs of this doctrinal basis, the FLINDERS E.S. shall hold at least two activities in each semester apart from the Annual General Meeting and any General Meetings.

3.5. The FLINDERS E.S. will seek to align its doctrinal basis with the AFES doctrinal basis.

3.6. The assets and income of the FLINDERS E.S.:

- i) shall be applied solely in furtherance of the abovementioned aims; and,
- ii) shall not operate for the profit of the FLINDERS E.S., nor operate for the profit, personal gain or other benefit of any other person/s or organisation/s; and,
- iii) shall only be distributed directly or indirectly to the Members of the FLINDERS E.S. or any other person/s or organisation/s, as bona fide compensation or honoraria for services rendered or expenses incurred on behalf of the FLINDERS E.S.

3.7. The FLINDERS E.S. will abide by the Member Protection Policy.

#### **4. MEMBERSHIP**

4.1. All Enrolled Students at Flinders University are eligible for membership of the FLINDERS E.S. upon signing the Membership Declaration, which need only be signed once provided the declaration has not been updated since signing; and paying the FLINDERS E.S. Membership Fee.

4.2. The FLINDERS E.S. Membership Fee shall be payable once every Financial Year and shall be determined by the Committee.

- (a) Upon entering into a new Financial Year, membership of the FLINDERS E.S. must be renewed by paying the FLINDERS E.S. Membership Fee to remain a current Member. These provisions also apply to Associate Members.
- (b) Members from the previous Financial Year shall have fourteen (14) weeks of the new Financial Year in which they will remain a current Member, regardless of whether they have paid the FLINDERS E.S. Membership Fee for the new Financial Year. These provisions also apply to Associate Members.
- (c) Subsection 4.2(b) shall only apply if the Member/s have signed the current Membership Declaration.

4.3. The Membership Declaration shall:

- i) contain a statement that Members will acknowledge and support the Mission, Aims and Doctrinal Basis of the FLINDERS E.S.; and
- ii) contain a statement that Members will adhere to the Member Protection Policy; and

iii) any document that contains the Membership Declaration for the purposes of becoming a Member must state in full the Mission, Aims and Doctrinal Basis of the FLINDERS E.S.

4.4. A Member of the FLINDERS E.S. shall cease to be a Member of the same in the event of any of the following:

- i) He/she submits in writing his/her resignation to the Secretary;
- ii) He/she ceases to be an Enrolled Student at Flinders University;
- iii) He/she is expelled from the FLINDERS E.S. according to section 4.6;
- iv) He/she fails to pay the FLINDERS E.S. Membership Fee within the first fourteen (14) weeks of the new Financial Year or
- v) He/she fails to sign an updated Membership Declaration before the end of the Financial Year that the Membership Declaration was updated.

4.5. Associate Membership of the FLINDERS E.S.

4.5.1 A person who is not an Enrolled Student at Flinders University may become an Associate Member upon signing the Membership Declaration, which need only be signed once provided the declaration has not been updated since signing; and paying the FLINDERS E.S. Membership Fee, with the exception of any AFES staff workers partnered with the FLINDERS E.S (see subsection 4.5.2).

4.5.2 All AFES staff workers partnered with the FLINDERS E.S. are to be Associate Members of the FLINDERS E.S. and are exempt from signing the Membership Declaration and paying the FLINDERS E.S. Membership Fee. Associate Membership for AFES staff workers will terminate when they cease to be an employee of AFES and/or are no longer partnered with the FLINDERS E.S.

4.5.3 An Associate Member of the FLINDERS E.S. shall cease to be a Member of the same in the event of any of the following:

- i) He/she submits in writing his/her resignation to the Secretary;
- ii) He/she is expelled from the FLINDERS E.S. according to section 4.6, with the exception of AFES staff workers partnered with the FLINDERS E.S. or

- iii) He/she fails to pay the FLINDERS E.S. Membership Fee within the first fourteen (14) weeks of the new Financial Year, with the exception of AFES staff workers partnered with the FLINDERS E.S.
- iv) He/she fails to sign an updated Membership Declaration before the end of the Financial Year that the Membership Declaration was updated, with the exception of AFES staff workers partnered with the FLINDERS E.S.

#### 4.6. Expulsion of a Member

4.6.1. Subject to giving a Member an opportunity to be heard or to make a written submission, the Committee may resolve to expel a Member upon any of the following charges:

- (a) misconduct detrimental to the interests of the FLINDERS E.S.
- (b) breach of the Membership Declaration.
- (c) breach of the Member Protection Policy.

4.6.2. Particulars of the charge shall be communicated to the Member at least one calendar month before the meeting of the Committee at which the matter will be determined.

4.6.3. It shall be open to a Member to appeal to the FLINDERS E.S. in General Meeting against the expulsion. The intention to appeal shall be communicated to the secretary or public officer in writing within 14 days after the determination of the Committee has been communicated to the Member.

4.6.4. In the event of an appeal under the subsection 4.6.3 the appellant's membership of the FLINDERS E.S. shall not be terminated unless the determination of the Committee to expel the Member is upheld by the Members of the FLINDERS E.S. in General Meeting after the appellant has been heard by the Members of the FLINDERS E.S., and in such event membership will be terminated at the date of the General Meeting at which the determination of the Committee was upheld.

4.6.5. These provisions also apply to the expulsion of an Associate Member, with the exception of any AFES staff worker partnered with the FLINDERS E.S.

### **5. COMMITTEE OF MANAGEMENT**

5.1. The affairs of the FLINDERS E.S. shall be managed and controlled by a Committee of

Management which may exercise all powers and do all things that are within the aims of the FLINDERS E.S., and are not required to be done in a General Meeting. The Committee shall have authority to interpret the meaning of this Constitution and any other matters relating to the affairs of the FLINDERS E.S. on which this Constitution is silent.

5.2. The Committee shall comprise of:

- i) President
- ii) Honorary Secretary
- iii) Honorary Treasurer

and may also comprise of:

- iv) Vice President
- v) Up to six (6) General Members

5.3. The Committee shall meet at least once every four (4) weeks during Semesters 1 and 2 of the academic year.

5.4. A Member of the Committee shall cease to be a Member of the same in the event of any of the following:

- i) He/she submits in writing his/her resignation to the Secretary;
- ii) He/she is absent from three consecutive Committee Meetings without leave of absence being granted by the Committee;
- iii) He/she ceases to be an Enrolled Student at Flinders University or
- iv) He/she ceases to be a Member of the FLINDERS E.S..

5.5. The Committee shall have the power to fill any vacancy occurring on the Committee and shall notify the membership of such appointment within seven (7) days of the appointment. Any Member may object in writing to the secretary within fourteen (14) days of the notification being sent. If any objection is received in that time, the appointment in question shall only proceed if ratified by a special General Meeting of the FLINDERS E.S. that shall be called as

soon as possible. The process for objection to the appointment shall be made clear in the notification of the appointment.

#### 5.6. Delegated Leadership of the FLINDERS E.S.

(a) The Committee shall have the power to appoint from time to time such officers and sub-committees as it deems necessary. The Committee shall define the duties of such officers and sub-committees. The said officers and sub-committees shall be responsible to the Committee.

(b) Any Member of the Committee may invite such appointed officers and sub-committees to a Committee meeting, provided the Committee passes a vote at the beginning of the Committee meeting to allow the invited officers and sub-committees to observe. Such officers and sub-committees observing the Committee meeting, have the right to speak but not to vote, nor to move or second motions at Committee meetings.

(c) Any AFES Staffworkers at Flinders University may be invited by the Committee, or any individual member of the Committee, to attend Committee meetings. Staffworkers have the right to speak but not to vote, nor to move or second motions at Committee meetings.

## 6. FINANCE

6.1. All monies held by the FLINDERS E.S. shall be held in an account or accounts as determined by the Committee.

6.2. Signatories to the accounts of the FLINDERS E.S.

- (a) There shall be at least three (3) signatories to any account, and
- (b) There shall be no more than five (5) signatories to any account, and
- (c) Signatories to any account must be members of the Committee.

6.3. Any monies of FLINDERS E.S. shall be appropriated only with the approval of the Committee.

6.4. The Honorary Treasurer shall keep proper books of account for the FLINDERS E.S. and shall prepare such statements of the FLINDERS E.S. financial affairs as the Committee directs. FLINDERS E.S. books shall be kept in a secure location determined by the Honorary Treasurer

of FLINDERS E.S. Any Member of the FLINDERS E.S. Committee may request in writing to the Honorary Treasurer to inspect the books of the FLINDERS E.S. which the Honorary Treasurer must present to Committee within fourteen (14) days of receiving this request to inspect the books of the FLINDERS E.S.

6.5. The Financial Year of the FLINDERS E.S. shall be from the beginning of the University term four to the day immediately before the beginning of term four in the following year.

6.6. The Honorary Treasurer shall prepare at the close of each Financial Year a statement of the FLINDERS E.S. financial affairs which shall be presented to the membership at the Annual General Meeting.

6.7. FUSA funding and property.

(a) Any funding provided by FUSA to the FLINDERS E.S. must be returned to FUSA, if required under FUSA regulations.

(b) Any assets purchased with funding provided by FUSA to the FLINDERS E.S. will remain the property of FUSA, and must be returned to FUSA, if required under FUSA regulations.

6.8. The Honorary Treasurer shall maintain an updated asset list of all assets belonging to the FLINDERS E.S. and all assets purchased with funding provided by FUSA to the FLINDERS E.S. that remain property of FUSA.

## **7. ANNUAL GENERAL MEETING**

7.1. There shall be an Annual General Meeting of the FLINDERS E.S. to be held within the three weeks following the mid-semester break of Semester 2 each year to:

- i) receive a report from the Committee;
- ii) receive the statements of the financial affairs of the FLINDERS E.S. for the previous Financial Year;
- iii) elect the Committee; and
- iv) conduct such other business as is properly brought before the meeting.

7.2. The Honorary Secretary shall give fourteen days notice of the Annual General Meeting by



means of a notice sent to all Members of the FLINDERS E.S. and an advertisement placed on the FLINDERS E.S. web site. This notification will state the date, time, and place of the meeting.

### 7.3. Election of the Committee at an Annual General Meeting:

a) the Chairperson shall nominate an Associate Member to collect and/or count the votes and call for any objections to this nomination. If any objections are made, the matter will be put to a vote of Members to confirm or reject the appointment. If the nomination is rejected, the assembled Members must nominate an Associate Member to collect and/or count the votes.

b) the Chairperson will declare all Committee positions vacant.

c) the assembled Members will elect the Committee. This may be done by a motion that nominates multiple Members of the Committee.

d) the Associate Member who has been nominated to count the votes will determine if the motion/s have passed/failed, and declare when the new Committee has been elected.

## 8. GENERAL MEETINGS

### 8.1. The Honorary Secretary shall convene a General Meeting of the FLINDERS E.S.:

i) at the direction of the Committee, or

ii) within fourteen (14) days of receiving a petition signed by 10% of the total membership or five (5) Members of the FLINDERS E.S., whichever is the greatest; provided that such a petition shall state the business to be discussed at the General Meeting.

8.2. The Honorary Secretary shall give seven (7) days notice of a General Meeting by means of a notice sent to all Members of the FLINDERS E.S. and an advertisement placed on the FLINDERS E.S. web site

8.3. No other business than that which is stated in the notification of a General Meeting shall be discussed.

## 9. AFFILIATION

9.1. The FLINDERS E.S. shall be affiliated with the AFES. The affiliate member of the AFES shall be the President. In the event of the inability of the President to attend a meeting in this role, the Committee of the FLINDERS E.S. may appoint a substitute representative. The AFES will provide, where possible, staff to partner and assist the FLINDERS E.S.

9.2. The FLINDERS E.S. shall seek to be an affiliate club with FUSA and abide by current FUSA regulations. The representative of the FLINDERS E.S. to any official FUSA event or proceedings that requires representation by the FLINDERS E.S. shall be the President. In the event of the inability of the President to attend in this role, the Committee of the FLINDERS E.S. may appoint a substitute representative.

## **10. VOTING**

10.1. The Chairperson at each meeting of the FLINDERS E.S. where business is to be presented shall be the President or a person eligible to vote elected by the meeting.

10.2. Persons eligible to vote shall be:

- a) at Committee meetings, Members of the Committee present, and;
- b) at General and Annual General Meetings, those Members present who are Enrolled Students, however;
- c) those who have become a Member within 7 days of a General or Annual General Meeting must not be permitted to vote (or provide a proxy vote/nomination) in any elections (or motions related to elections) within the General Meeting without prior approval of FUSA's General Secretary, Clubs Officer or delegate.

10.3. The Chairperson of each meeting of the FLINDERS E.S. shall have a deliberative vote only.

10.4. Associate Members have the right to speak but not to vote or to propose or second motions at any meeting of the FLINDERS E.S.. They are not eligible for appointment to any position on the Committee.

10.5. All business before meetings of the FLINDERS E.S. shall be determined by a simple majority of those voting, except where otherwise stated in this Constitution.

## **11. QUORUMS**

11.1 The quorum for a Committee meeting shall be half plus one of the Committee.

11.2 The quorum for General or Annual General Meetings shall be 30% of the total membership or ten Members, whichever is the least, except where otherwise stated in this Constitution; provided that for a General Meeting called under clause 8.1 ii) of this Constitution, the quorum shall include at least fifty percent (50%) of the petitioning Members.

11.3. If a quorum is not met within thirty (30) minutes after the advertised starting time of a General or Annual General Meeting, the meeting shall be adjourned and rescheduled to a later date within four (4) weeks.

11.4 The total Associate Membership of the FLINDERS E.S. shall not be included in the count when determining the number needed for a quorum, and they shall not be counted when determining if a quorum is present.

## **12. ALTERATIONS TO THIS CONSTITUTION**

12.1. The procedure for altering this Constitution shall be:

- i) The proposed amendments shall be set out in full and posted. at least fourteen (14) days before the meeting in a notice sent to Members of the FLINDERS E.S and on the FLINDERS E.S. web site.
- ii) The amendments shall be agreed to by at least two-thirds of the Members of the FLINDERS E.S. present at the Annual/General Meeting at which they are discussed.

## **13. WINDING UP**

13.1. The FLINDERS E.S. may be wound up only after seeking advice from AFES, and then passing a motion at a General Meeting. To be valid the motion and General Meeting are subject to these requirements:

- (a) The notice of the General Meeting must state all requirements listed in section 13.1 of this Constitution; and shall be sent to all Members of the FLINDERS E.S. at least fourteen (14) days before the meeting.

(b) The notice of the General Meeting must state that the General Meeting is being called to wind up and cease all operations of the FLINDERS E.S.

(c) The General Meeting must be attended by at least 80% of the total membership of the FLINDERS E.S.

(d) The motion must state that the FLINDERS E.S. is to be wound up and all operations of the FLINDERS E.S. shall herein cease.

(e) The motion to wind up the FLINDERS E.S. shall only be passed if agreed to by at least 90% of the Members of the FLINDERS E.S. present at the General Meeting.

13.2. In the event the FLINDERS E.S. is wound up and dissolved at a General Meeting of the kind described in section 13.1. of this Constitution, only then shall the following apply:

i) All funding provided by FUSA to the FLINDERS E.S.; and all assets purchased with funding provided by FUSA to the FLINDERS E.S. must be returned to FUSA.

ii) All assets and funds that remain after the winding up and dissolution of the FLINDERS E.S.; and the satisfaction of all debts and liabilities, shall be transferred to another organisation with similar purposes, which is charitable at law, and which has rules prohibiting the distribution of its assets and income to its members.

iii) The AFES must be informed of the winding up of the FLINDERS E.S. and FLINDERS E.S. will cease to be affiliated with the AFES.

iv) FUSA must be informed of the winding up of the FLINDERS E.S. and FLINDERS E.S. will cease to be affiliated with FUSA.

v) All current Members of the FLINDERS E.S. shall cease to be Members of the FLINDERS E.S.

vi) Finally, this Constitution of the FLINDERS E.S. shall cease to be binding.