



## Baptist Union of New South Wales Benevolent Fund Rules

ABN 24 667 010 612

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### 1 Establishment

- (a) Baptist Union of NSW has established the Institution as the operator of a PBI.
- (b) The name of the Institution is **Baptist Union of New South Wales Benevolent Fund**.

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### 2 Definitions and interpretation

#### 2.1 Definitions

In these Rules, unless the contrary intention appears:

**ABN** means the Australian Business Number.

**ACN** means the Australian Company Number.

**ACNC Act** means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth).

**Baptist Union of NSW** means Baptist Union of New South Wales as constituted by and under the provisions of the *Baptist Union Incorporation Act 1919* (NSW) which bears the ABN 24 941 624 663.

**Assembly Council** means the Assembly Council of the Baptist Union of NSW.

**Committee** means the governing body of the Institution referred to in Rule 4.

**Deductible Contribution** means a contribution of money or property as described in item 7 or item 8 of the table in section 30-15 of the ITAA 97 in relation to a fundraising event held for the purpose of the Institution.

**Gift** means a gift of money or property for the principal purpose of the Institution.

**Gift Fund** means a fund referred to in Rule 7.

**Institution** means the institution established by Baptist Union of NSW under these Rules.

**ITAA 97** means the *Income Tax Assessment Act 1997* (Cth).

**PBI** means a public benevolent institution as described in ITAA 97 and the ACNC Act.

**Rules** means the Baptist Union of New South Wales Benevolent Fund Rules.

## **2.2 Interpretation**

In these Rules, unless the context requires otherwise:

- (a) the singular (including defined terms) includes the plural and the plural includes the singular, and words of any gender include all genders;
- (b) a reference to these Rules means these Rules as originally made and as from time to time lawfully amended; and
- (c) a reference to any legislation or legislative instrument, or a provision of any legislation or legislative instrument, includes any amendment to that legislation or legislative instrument or provision, any consolidation or replacement of that legislation or legislative instrument or provision, and any subordinate legislation or legislative instrument made under that legislation or legislative instrument.

## **2.3 Headings**

Headings are used for convenience only and do not affect the interpretation of these Rules.

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## **3 Objects**

Motivated by Christian faith, the objects of the Institution are to provide relief to people who are vulnerable and in need of assistance for reasons of poverty, sickness, suffering, distress, misfortune, disability or helplessness by any means, including:

- (a) providing mentoring or counselling;
- (b) assisting and supporting them to overcome the causes and factors that contribute to their vulnerability by programs established in the core areas of mentoring, education, life skills and emotional support;
- (c) acting as trustee and to perform and discharge the duties and functions incidental thereto where this is incidental or conducive to the attainment of these objects; and
- (d) doing such other things as are incidental or conducive to the attainment of these objects.

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## **4 Governance**

### **4.1 Management by the Committee**

- (a) The Institution is to be administered by a committee comprised of at least 3 persons appointed by the Assembly Council.
- (b) The Committee shall meet at such time and places as they shall determine, as often as necessary to appropriately fulfil their responsibilities.

### **4.2 Powers of the Committee**

The Committee has power to manage the Institution in the course or furtherance of the objects set out in Rule 3 and may do this by:

- (a) engaging in activities;
- (b) partnering with other organisations; or
- (c) doing such other things as determined by the Committee.

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## **5 Not for profit nature of the Institution**

- (a) The income and assets of the Institution, however they are derived, are to be applied exclusively towards the promotion of the objects set out in Rule3.
- (b) No portion of the income or assets of the Institution shall be paid or distributed directly or indirectly to members or officers of Baptist Union of NSW or the Institution.
- (c) Subrule (b) does not prevent the Institution from paying or reimbursing a member or officer of Baptist Union of NSW or the Institution:
  - (i) for reasonable expenses incurred on behalf of the Institution;
  - (ii) fair and reasonable remuneration for services rendered to the Institution;  
or
  - (iii) goods or services supplied in the ordinary and usual course of business,  
  
if this is done in good faith on terms no more favourable than if the person was not a member or an officer of Baptist Union of NSW or the Institution.

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## **6 Indemnity and insurance**

### **6.1 Indemnity**

Subject to Rule 6.2, Baptist Union of NSW, any officer, agent or employee of Baptist Union of NSW or the Institution, where purporting to act in the exercise of these Rules or in the exercise of powers or discretions under these Rules, is:

- (a) Not liable for any loss or liability; and
- (b) Entitled to be indemnified from the Institution in respect of any loss, liability, costs and expenses relating to:
  - (i) the establishment of these Rules or any amendment of these Rules;
  - (ii) establishing, operating, administering, amending, terminating and winding up the Institution; or
  - (iii) all matters incidental to the Institution; and

all liability incurred (including liability for income tax and any other taxes and all fines and penalties payable in relation to those taxes) and acts and things done in connection with or resulting from the matters referred to in this Subrule (b), including, but not limited to, the performance of duties and the exercise of powers and discretions under these Rules.

### **6.2 Limitations**

Notwithstanding Rule 6.1, Baptist Union of NSW, any officer, agent or employee of Baptist Union of NSW or the Institution is prohibited from being indemnified from the Institution if the loss, liability, cost or expense is attributable to:

- (a) the dishonesty of that officer, agent or employee of Baptist Union of NSW or the Institution; or
- (b) gross negligence or recklessness of that officer, agent or employee of Baptist Union of NSW or the Institution.

### **6.3 Insurance**

The Institution may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been an officer, agent or employee of Baptist Union of NSW or the Institution against a liability incurred by the person in that capacity, including a liability for legal costs, unless:

- (a) the Institution is forbidden by statute to pay or agree to pay the premium; or
  - (b) the contract would, if the Institution paid the premium, be made void by statute.
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## **7 Accounts**

- (a) Proper accounts shall be kept in respect of all receipts and payments on account of the Institution and of all dealings connected with the Institution. For this purpose, a separate management account is to be established and maintained for the Institution..
  - (b) The Committee shall cause to be prepared and submit to the Assembly Council a proper set of annual financial statements of the Institution. The financial statements of the Institution are to be prepared, and audited or reviewed (as the case may be), at the same time as the financial statements of Baptist Union of NSW.
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## **8 Gift Fund**

- (a) Without limiting Rule 7, where the Institution is endorsed as a deductible gift recipient under Subdivision 30-BA of the ITAA 97, the Institution shall maintain a management account (the **Gift Fund**):
    - (i) to identify and record Gifts and Deductible Contributions;
    - (ii) to identify and record any money received by the Institution because of those Gifts and Deductible Contributions; and
    - (iii) that does not identify and record any other money or property.
  - (b) The Institution must use the Gift Fund only for the objects set out in Rule 3.
  - (c) To avoid any doubt, it is declared that the Gift Fund forms part of the accounts of the Institution.
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## **9 Winding up and revocation of endorsement**

- (a) Subject to Rule 9(b), if the Institution is wound up or dissolved, any surplus assets of the Institution remaining after the payment of all the Institution's liabilities must be transferred to one or more funds or entities that:

- (i) have purposes or objects similar to the Institution's objects set out in Rule 3; and
  - (ii) have rules which prohibit the distribution of its income and assets to members.
- (b) Where the Institution is endorsed as a deductible gift recipient under Subdivision 30-BA of the ITAA 97, at the first occurrence of:
- (i) the Institution being wound up or dissolved; or
  - (ii) the endorsement of the Institution under Subdivision 30-BA of the ITAA 97 being revoked;
- any surplus assets of the Gift Fund remaining after the payment of all liabilities must be transferred to one or more funds or entities that:
- (iii) comply with Rule 8(a);
  - (iv) gifts to which can be deducted under Division 30 of the ITAA 97.

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## **10 Alteration to Institution Rules**

- (a) The Assembly Council may from time to time, by resolution evidenced in writing or otherwise in writing, amend these Rules.
- (b) If required by the ATO, the Assembly Council shall notify the ATO of any amendment to these Rules.
- (c) In the event that a proposed amendment could reasonable result in the Institution ceasing to be entitled to be endorsed as a deductible gift recipient under Subdivision 30-BA of the ITAA 97, the Assembly Council must seek and obtain the consent of the ATO to the proposed amendment, before it takes effect.

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## **11 Governing Law**

These Rules are governed by the laws of New South Wales.