

## **Schedule B to The Baptist Union Incorporation Act 1930** **... a plain English summary ...**

This summary has been prepared by the Union office as a guide to the operation of Schedule B. It is a guide only. We recommend that Schedule B in its original form be read when specific questions arise. If you are in doubt about the meaning of a particular provision, please contact the Union office.

The Baptist Union of Victoria ("Union") holds property **on trust** for its member churches for the following purposes and subject to the following conditions:

1. To allow the member church concerned ("Church" to build/alter a sanctuary, manse or other buildings/ structures as desired by the Church. These buildings are to be used as directed by the Church.
2. Based firmly on the principles of congregational government, the Church has complete discretion to manage its affairs, subject to clause 10 below.
3. The Church is entitled to direct the use of money received by it.
4. A pastor called (including for a new term) to the Church:
  - 4.1 must be Baptist;
  - 4.2 must be called (including for a new term) by a Special Church Meeting complying with clause 10 below;
  - 4.3 must subscribe to the Doctrinal Basis *[reproduced as Appendix I]*.And  
A pastor removed from the Church must be dismissed by a Special Church Meeting complying with clause 10 below.
5. The Church is entitled to use its property as security to borrow money. The decision to mortgage or otherwise charge the Church property must be made at a special Church meeting complying with clause 10 below.
6. The Church is entitled to:
  - 6.1 create easements over;
  - 6.2 construct roads over;
  - 6.3 sell;its property.  
Without the consent of the Executive Council of the Union ("Executive Council"), the Church may not sell its property at substantially less than current market value.
7. Money received by the Church:
  - 7.1 raised by way of mortgage of Church property;
  - 7.2 derived by sale of Church property;
  - 7.3 received as an insurance payout in relation to Church property;must be used for further property purchase or building improvements. Moneys so derived are deposited with the Union in the normal course until the Church directs the use of the money.
8. The Church is entitled to rent Church property on terms decided by a special Church meeting complying with clause 10 below.
9. Where the Union receives money on behalf of the Church, the payee has no further responsibility to follow up the payment.
10. The special Church meetings referred to above:
  - 10.1 may generally be called at any time;
  - 10.2 may be called by the Church leadership;
  - 10.3 must be called upon the written request of at least one-sixth of the members of the Church;
  - 10.4 must be convened by 14 days' clear notice specifying the time, place and purpose of the meeting  
At a special Church meeting:

- 10.5 persons voting must be over 18 years, must have been members of the Church for at least 6 months, and must have been present at Church for communion at least once in the preceding 6 months; and
- 10.6 a two-thirds majority vote is required.  
*(the two-thirds rule relates to **two-thirds of all those members present and voting**. ...if the vote is by ballot and invalid votes are cast, the number of invalid votes must still be included in the total number of votes against which the two-thirds requirement is measured.)*
11. A minute signed by the chairperson of a Church meeting is sufficient evidence that the minute is an accurate record of a Church decision.
12. (transitional provision)
13. In special circumstances of the Church owing money that the Union is liable to pay, the Union may, having given 6 months written notice to the Church, mortgage or sell Church property so as to cover the debt.
14. The beneficial ownership and control of Church property by the Church is not affected per se if the Church moves to another locality.
- 14A. In relation to the powers vested in the Church by clauses 4,5,7,8 and 13 above, the Church may, at any time, ask Executive Council to stand in the shoes of the Church and be able to exercise those powers in the Church's stead. Executive Council and the Church may later both determine that those powers will revert back to the Church.
15. If:
- 15.1 the Church is dissolved;
  - 15.2 the Church is dispersed;
  - 15.3 the membership of the Church is reduced below 6; or
  - 15.4 public worship in the Church sanctuary property stops for six months (not being for building alterations)
- the Union automatically assumes full control of the Church property.  
[At this stage any proceeds of sale of Church property by the Union would be deposited in the Union's Advancement Fund.]
- 15A. If the resident membership of the Church is reduced to **less than 29 but more than 5**, Executive Council **may** exercise the powers vested in the Church by clauses 4,5,7,8 and 13 above. Executive Council may only exercise this discretion to stand in the shoes of the Church if it has given three months written notice of its intention to the Church and to Assembly. The Executive Council action must also have the endorsement of Assembly. Executive Council and the Church may later agree and both determine that the powers vested in Executive Council will revert back to the Church.
16. If the Church moves to another locality and leases the original Church property, then, until the end of the lease, the clause 15 "trigger" above, relating to the absence of public worship for at least six months, does not apply.

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Acting Union Secretary

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