



ILLAWARRA CHRISTIAN SCHOOL

Constitution

Illawarra Association for Christian Parent-Controlled Education
trading as Illawarra Christian School

ABN 66 001 998 385

A Company Limited by Guarantee

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1 Definitions and interpretations

1.1 Definitions

In this Constitution unless a contrary intention appears:

ABN means the Australian Business Number.

Auditor means the auditor for the time being of the Company.

Board means all or some of the Directors acting as a board.

Board Executive means those persons described in clause 10.9.

Chairman means the Chairman appointed under clause 20.1.

Committee means a Committee of Directors constituted under clause 17.

Company means Illawarra Association for Christian Parent Controlled Education being an Australian Public Company Limited by Guarantee established under the *Corporations Act 2001 (Cth)* which bears the ABN 66 001 998 385 and the principal place of business of which is located at Calderwood Road, Albion Park, NSW 2527.

Company School means any educational institution or activity owned and administered by the Company.

Constitution means this Constitution as amended from time to time and a reference to a clause is a reference to a clause of this Constitution.

Corporations Act means the *Corporations Act 2001 (Cth)*.

Director means a person holding office as Director of the Company.

Directors means all or some of the persons holding office as Directors of the Company.

Deputy Chairman means the Deputy Chairman appointed under clause 20.1.

Educational Creed means the document set out in Schedule 1 to this Constitution.

General Meeting means a meeting of the Members of the Company.

Members means those persons who are either:

- (a) an **Associate Member** being a person described as such in clause 6 and entered on the Register of the Company as an Associate Member, or
- (b) a **Full Member** being a person described as such in clause 6 and entered on the Register of the Company as a Full Member.

Principles means the matters set out in Schedule 1 to this Constitution.

Register means the register of Members under the Corporations Act and if appropriate includes a branch register.

Registered Office means the registered office for the time being of the Company.

Related Body Corporate has the same meaning it has in the Corporations Act.

Rule means a rule made by the Board in accordance with clause 15.

Schedule means a schedule to this Constitution.

Seal means the common seal (if any) of the Company.

Secretary means a person appointed as a secretary of the Company and includes an honorary Secretary and where appropriate includes an acting secretary and a person appointed by the Directors to perform all or any of the duties of a secretary of the Company.

1.2 Interpretation

In this Constitution unless the contrary intention appears:

- (a) words importing any gender include all other genders,
- (b) the singular includes the plural and vice versa,
- (c) a reference to a law includes regulations and instruments made under the law,
- (d) a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by the State or the Commonwealth of Australia or otherwise,
- (e) a power, an authority or a discretion reposed in a Director, the Directors, the company in general meeting or a Member may be exercised at any time and from time to time,
- (f) 'writing' and 'written' includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise,
- (g) a reference to an amount paid on a share includes an amount credited as paid on that share, and
- (h) Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia.

1.3 Signing

Where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions or in any other manner approved by the Directors.

1.4 Corporations Act

In this Constitution unless the contrary intention appears:

- (a) an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Corporations Act, the same meaning as in that provision of the Corporations Act, and
- (b) 'section' means a section of the Corporations Act.

1.5 Headings

Headings are inserted for convenience and are not to affect the interpretation of this Constitution.

1.6 Replaceable rules not to apply

The provisions of the Corporations Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Company.

2 Objects

The objects for which the Company is established are:

- (a) to establish and maintain a Company School or Company Schools in the State of New South Wales, to provide Christian education for children, based on the principles of the Word of God,
- (b) to operate a Company School or Company Schools for the purpose of educating children from Prep to Year 12,
- (c) to conduct such educational courses and programmes as the Board from time to time determines,
- (d) to act 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,
- (e) to do such other things as are incidental or conducive to the attainment of these objects, and
- (f) to do all or any of the things authorised by the Corporations Act.

3 Powers

The Company has the legal capacity and powers of an individual and also has all the powers of a Body Corporate under the Corporations Act.

4 Application of income for Objects only

4.1 Profits

The profits (if any) or other income and the property of the Company, however derived:

- (a) must be applied solely towards the promotion of the purposes of the Company as set out in clause 2, and
- (b) may not be paid or transferred to the Members, in whole or in part, either directly or indirectly by way of dividend, bonus or otherwise.

4.2 Payment in good faith

The above clause does not prevent payment in good faith to a Member, or to a firm of which a Member is a partner:

- (a) of remuneration for services to the Company,
- (b) for goods supplied in the ordinary course of business,
- (c) of interest on money borrowed from a Member at a rate not exceeding that fixed for the purposes of this clause by the Company in a general meeting, or
- (d) of a reasonable rent for premises let by a Member.

5 Winding up

5.1 Contributions by Members

- (a) Each Member undertakes to contribute to the Company's property if the Company is wound up while they are a Member or within one (1) year after they cease to be a Member.
- (b) This contribution is for:
 - (i) payment of the Company's debts and liabilities contracted before they ceased to be a Member,
 - (ii) the costs of winding up, and
 - (iii) adjustment of the rights of the contributories among themselves.
- (c) The amount is not to exceed \$100.

5.2 Application of property

- (a) If any property remains on the winding-up or dissolution of the Company and after satisfaction of all its debts and liabilities, that property may not be paid to or distributed among the Members but must be given or transferred to some other institution:
 - (i) having objects similar to the objects of the Company, and
 - (ii) whose constitution prohibits the distribution of its income and property among its Members to an extent at least as great as imposed on the Company under this Constitution.
- (b) The institution will be determined by the Members at or before the time of dissolution.

5.3 Revocation of Australian Tax Office endorsement

- (a) Where the Company has established a tax deductible gift fund such as a building fund, library fund or scholarship fund and has been endorsed under Subdivision 30-BA of the Income Tax Assessment Act 1997 (Cth) (as amended) as a deductible gift recipient in relation to that or any other fund then where:
 - (i) the fund is wound up, or
 - (ii) the endorsement under Subdivision 30-BA of the Income Tax Assessment Act 1997 (Commonwealth) is revoked,then any surplus assets of the fund remaining after payment of all liabilities must be transferred to an institution or fund that complies with clause 5.2 and is an endorsed deductible gift recipient.
- (b) Where the Company operates more than one gift fund for which it is a deductible gift recipient and its endorsement under Subdivision 30-BA of the Income Tax Assessment Act 1997 is revoked only in relation to one of those gift funds then it may transfer the funds to any other gift fund for which it is endorsed as a deductible gift recipient.

6 Membership

6.1 Categories of membership

There are two (2) categories of Members of the Company:

- (a) Associate Members, and
- (b) Full Members.

6.2 Associate Member

- (a) Associate membership of the Company is open to persons who are in agreement with the objects of the Company, but are not eligible to be Full Members.
- (b) An Associate Member is a person who has:
 - (i) applied to be an Associate Member of the Company, and
 - (ii) been accepted as an Associate Member by the Company.
- (c) An Associate Member has the same rights and duties as a Full Member except that an Associate Member may not:
 - (i) serve as a Director of the Company,
 - (ii) request that a General Meeting be convened by the Directors,
 - (iii) propose a motion at any General Meeting,
 - (iv) vote at any General Meeting,
 - (v) be counted towards a quorum at any General Meeting, or
 - (vi) nominate a person to membership of the Company.

6.3 Full Member

A Full Member is a person who has:

- (a) been an Associate Member for a period of at least one (1) year,
- (b) attended at least one (1) membership information meeting,
- (c) applied to be accepted as a Full Member by the Company, and
- (d) been accepted as a Full Member by the Company.

6.4 Number of Full Members

- (a) The Full Members at the date of adoption of this Constitution and any person the Directors admit to Membership under clause 6.5 are the Full Members of the Company.
- (b) The minimum number of Full Members of the Company will be ten (10) or such number as the Directors determine from time to time, subject to that number complying with the Corporations Act.

6.5 Admission as Member

The Directors may admit any person as an Associate Member or as a Full Member of the Company if the person is eligible under clause 6.6 and agrees to be bound by this Constitution in any manner the Directors determine.

6.6 Membership criteria

- (a) To be eligible to be an Associate Member a person must:
 - (i) be proposed and seconded by two (2) existing Full Members,
 - (ii) be in agreement with the objects for which the Company is established as set out in clause 2,
 - (iii) be in agreement with the principles outlined in the Educational Creed,
 - (iv) be aged eighteen (18) years or over,
 - (v) be a committed Christian, actively involved in a recognised Christian Church and regularly attending the worship services and meetings of that Church unless prevented from doing so by reason of illness or other legitimate reason, and
 - (vi) consent in writing to become an Associate Member of the Company.
- (b) To be eligible to be a Full Member a person must:
 - (i) be proposed and seconded by two (2) existing Full Members,
 - (ii) be in agreement with the objects for which the Company is established as set out in clause 2,
 - (iii) be in agreement with the principles outlined in the Educational Creed,
 - (iv) be aged eighteen (18) years or over,
 - (v) have been an Associate Member of the Company for at least one (1) year,
 - (vi) have attended at least one (1) membership information meeting during his or her period of Associate membership,
 - (vii) be a committed Christian, actively involved in a recognised Christian Church and regularly attending the worship services and meetings of that Church unless prevented from doing so by reason of illness or other legitimate reason, and
 - (viii) consent in writing to become a Full Member of the Company.

6.7 Membership process

- (a) The application for Membership (either as a Associate Member or as a Full Member) must be made in writing, signed by the applicant, in such form as the Directors from time to time prescribe, and be accompanied by:
 - (i) a written statement agreeing to be bound by the Constitution and any other rules, by-laws, policies or other standards of the Company,
 - (ii) a written statement agreeing to the Educational Creed, and
 - (iii) a written statement agreeing to pay the Annual Membership Fee as determined by the Directors from time to time.

- (b) Each application for Membership (either as an Associate Member or as a Full Member) must be considered by the Directors at the meeting of Directors first occurring after the application is made. At that meeting the Directors must determine whether to admit the applicant to Membership of the Company or whether to reject the application.
- (c) When an applicant has been accepted or rejected for Membership (either as an Associate Member or as a Full Member) the Secretary must immediately notify the applicant of the decision of the Directors.

6.8 Directors' discretion to admit or refuse admission as Member

The Directors have the discretion to refuse any person or corporation admission as a Member (either as an Associate Member or as a Full Member) without giving any reason for refusing.

6.9 Membership terms

- (a) Membership (either as an Associate Member or as a Full Member) shall be subject to the payment of such annual membership fee as shall be determined by the Directors from time to time.
- (b) Membership will be renewable each year prior to the annual general meeting of the Company by the payment of the annual membership fee together with the return of a completed Statement of Recommitment.
- (c) The Statement of Recommitment states that the Member is still actively involved in his/her church and continues to be in agreement with the objects of the Company and the principles outlined in the Educational Creed.

6.10 Joint Associate Membership

A husband and wife who both satisfy all the requirements for membership as Associate Members may elect to have a single membership as Associate Members in which case they shall pay a single Associate Member membership fee.

6.11 Joint Full Membership

A husband and wife who both satisfy all the requirements for membership as Full Members may elect to have a single membership as Full Members in which case they shall:

- (a) pay a single Full Member membership fee,
- (b) be entitled to a single vote at any General Meeting,
- (c) be counted only once for the purpose of quorum at any General Meeting,
- (d) be counted only once if requesting that the Directors convene a General Meeting, and
- (e) be ineligible to be both proposer and seconder:
 - (i) of a motion at any General Meeting, or
 - (ii) when nominating another person to membership of the Company.

7 Ceasing to be a Member

7.1 Cessation of membership

A Member ceases to be a Member on:

- (a) death,
- (b) resignation by written notice to the Company having immediate effect or with effect from a specified date occurring not more than seven (7) days after the service of the notice,
- (c) failing to pay any subscription that may be prescribed by the Directors from time to time for a period of twelve (12) months after the subscription was due and payable,
- (d) becoming of unsound mind or a person whose personal estate is liable to be dealt with in any way under a law related to mental health,
- (e) becoming bankrupt or insolvent or making an arrangement or composition with creditors of a person's joint or separate estate generally,
- (f) the passing of a resolution by the Directors or Members in General Meeting pursuant to clause 7.2,
- (g) vacation or termination of his/her appointment as a Director pursuant to clause 13, or
- (h) failing to attend any General Meeting, either in person or by proxy, held during the previous three (3) years, unless written permission has been obtained from the Board.

7.2 Termination of membership

- (a) Subject to this Constitution the Directors or Members in General Meeting may at any time terminate the membership of a Member (be it as an Associate Member or as a Full Member) if the Member:
 - (i) refuses or neglects to comply with this Constitution or any applicable rules or regulations made by the Directors,
 - (ii) engages in conduct which in the opinion of the Directors is unbecoming of the Member or prejudicial to the interests of the Company,
 - (iii) fails to pay any debt due to the Company for a period of three (3) months after the date for payment (such debt not including a subscription referred to in clause 7.1(c),
 - (iv) makes statements which are inconsistent with, or contrary to, the statements contained in the Educational Creed, or
 - (v) is no longer willing or able to subscribe to the Educational Creed.
- (b) For a decision of the Directors or the Members in General Meeting under clause 7.2 to be effective the dispute resolution procedure contained in clause 27 must be followed. The general nature of the allegations made against the Member must be notified to the Member and for the purposes of clause 27(a) this notification will be the notice of the Dispute.

7.3 Limited liability

The Members have no liability as Members except as set out in clause 5.1.

8 General Meetings

8.1 Annual General Meetings

Annual General Meetings of the Company are to be held in accordance with the Corporations Act.

8.2 Convening a General Meeting

The Directors may convene and arrange to hold a General Meeting of the Company when they think fit and must do so if required to do so under the Corporations Act.

8.3 Notice of General Meeting

- (a) Notice of a General Meeting must be given in accordance with clause 32 and the Corporations Act.
- (b) In computing the period of notice under clause 8.3, both the day on which the notice is given or taken to be given and the day of the meeting convened by it are to be disregarded.

8.4 Cancellation or postponement of General Meeting

- (a) Where a General Meeting (including an annual General Meeting) is convened by the Directors they may by notice, whenever they think fit, cancel the meeting or postpone the holding of the meeting to a date and time determined by them.
- (b) This clause 8.4 does not apply to a meeting convened in accordance with the Corporations Act by a single Director, by Members, by the Directors on the request of Members or to a meeting convened by a Court.

8.5 Notice of cancellation or postponement of General Meeting

Notice of cancellation or postponement or change of place of a General Meeting must state the reason for cancellation or postponement and be given:

- (a) to each Member individually, and
- (b) to each other person entitled to be given notice of a meeting of the Company's Members under the Corporations Act.

8.6 Contents of notice of postponement of General Meeting

A notice of postponement of a General Meeting must specify:

- (a) the postponed date and time for the holding of the General Meeting,
- (b) a place for the holding of the General Meeting which may be either the same as or different from the place specified in the notice convening the General Meeting, and
- (c) if the General Meeting is to be held in two (2) or more places, the technology that will be used to facilitate the holding of the General Meeting in that manner.

8.7 Number of clear days for postponement of General Meeting

The number of clear days from the giving of a notice postponing the holding of a General Meeting to the date specified in that notice for the holding of the postponed meeting must not be less than the number of clear days' notice of the General Meeting required to be given by this Constitution or the Corporations Act.

8.8 Business at postponed General Meeting

The only business that may be transacted at a General Meeting the holding of which is postponed is the business specified in the original notice convening the General Meeting.

8.9 Proxy at postponed General Meeting

Where by the terms of an instrument appointing a proxy:

- (a) the proxy is authorised to attend and vote at a General Meeting or General Meetings to be held on or before a specified date, and
- (b) the date for holding the meeting is postponed to a date later than the date specified in the instrument of proxy,

then, by force of this clause 8.9, that later date is substituted for and applies to the exclusion of the date specified in the instrument of proxy, unless the Member appointing the proxy, gives to the Company at its Registered Office notice in writing to the contrary not less than 24 hours before the time to which the holding of the General Meeting has been postponed.

8.10 Non-receipt of notice

The non-receipt of notice of a General Meeting or cancellation or postponement of a General Meeting by, or the accidental omission to give notice of a General Meeting or cancellation or postponement of a General Meeting to, a person entitled to receive notice does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of a meeting.

8.11 Director entitled to notice of General Meeting

A Director is entitled to receive notice of and to attend all General Meetings and is entitled to speak at those General Meetings.

9 Proceedings at General Meetings

9.1 Reference to Member

Unless a contrary intention appears, a reference to a Member in this clause 9 means a person who is a Full Member or a proxy of that Full Member.

9.2 Number for quorum

- (a) Subject to clause 9.1, twenty-five (25) of the Full Members present in person or by proxy are a quorum at a General Meeting.
- (b) In determining whether a quorum is present, each individual attending as a proxy is to be counted, except that where a Member has appointed more than one (1) proxy, only one (1) is to be counted.

9.3 Requirement for quorum

An item of business may not be transacted at a General Meeting unless a quorum is present when the meeting proceeds to consider it. If a quorum is present at the time the first item of business is transacted, it is taken to be present when the meeting proceeds to consider each subsequent item of business unless the Chairman of the meeting (on the Chairman's own motion or at the request of a Member who is present) declares otherwise.

9.4 If quorum not present

If within fifteen (15) minutes after the time appointed for a meeting a quorum is not present, the meeting:

- (a) if convened by a Director, or at the request of Members, is dissolved, and
- (b) in any other case stands adjourned to the same day in the next week and the same time and place, or to such other day, time and place as the Directors appoint by notice to the Members and others entitled to notice of the meeting.

9.5 Adjourned meeting

At a meeting adjourned under clause 9.4(b), two (2) persons each being a Member or proxy present at the meeting are a quorum. If a quorum is not present within fifteen (15) minutes after the time appointed for the adjourned meeting, the meeting is dissolved.

9.6 Appointment and powers of Chairman of General Meeting

If the Directors have elected one of their number as Chairman of their meetings, that person is entitled to preside as Chairman at a General Meeting.

9.7 Absence of Chairman at General Meeting

If a General Meeting is held and:

- (a) a Chairman has not been elected by the Directors, or
- (b) the elected Chairman is not present within fifteen (15) minutes after the time appointed for the holding of the General Meeting or is unable or unwilling to act,

the following may preside as chair of the meeting (in order of precedence):

- (a) the Deputy Chairman if a Director has been so elected by the Directors, or
- (b) a Director or Member elected by the Members present to preside as chair of the meeting.

9.8 Conduct of General Meetings

- (a) The Chairman of a General Meeting:
 - (i) has charge of the general conduct of the meeting and of the procedures to be adopted at the meeting,
 - (ii) may require the adoption of any procedure which is in the Chairman's opinion necessary or desirable for proper and orderly debate or discussion and the proper and orderly casting or recording of votes at the General Meeting, and
 - (iii) may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever the Chairman considers it necessary or desirable for the proper conduct of the meeting,
- (b) A decision by the Chairman under this clause is final.

9.9 Adjournment of General Meeting

- (a) The Chairman of a General Meeting may at any time during the meeting adjourn the meeting or any business, motion, question, resolution, debate or discussion being

considered or remaining to be considered by the meeting either to a later time at the same meeting or to an adjourned meeting at any time and any place, but:

- (i) in exercising the discretion to do so, the Chairman may, but need not, seek the approval of the Members present, and
 - (ii) only unfinished business is to be transacted at a meeting resumed after an adjournment.
- (b) Unless required by the Chairman, a vote may not be taken or demanded by the Members present in person or by proxy in respect of any adjournment.

9.10 Notice of adjourned meeting

It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for one (1) month or more. In that case, notice of the adjourned meeting must be given as in the case of an original meeting.

9.11 Questions decided by majority

Subject to the requirements of the Corporations Act, a resolution is taken to be carried if a simple majority of the votes cast on the resolution are in favour of it.

9.12 Equality of votes - casting vote for Chairman

If there is an equality of votes, either on a show of hands or on a poll, the Chairman of the meeting is entitled to a casting vote in addition to any votes to which the Chairman is entitled as a Member or proxy.

9.13 Voting on show of hands

At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn. A declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact. Neither the Chairman nor the minutes need state and it is not necessary to prove the number or proportion of the votes recorded in favour of or against the resolution.

9.14 Poll

If a poll is demanded:

- (a) it must be taken in the manner and at the date and time directed by the Chairman and the result of the poll is the resolution of the meeting at which the poll was demanded,
- (b) on the election of a Chairman or on a question of adjournment, it must be taken immediately,
- (c) the demand may be withdrawn, and
- (d) the demand does not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

9.15 Votes of Members

- (a) Every Member has one (1) vote.

- (b) Subject to this Constitution:
 - (i) on a show of hands, each Member present in person and each other person present as a proxy of a Member has one (1) vote, and
 - (ii) on a poll, each Member present in person has one (1) vote and each Member or other person present as a proxy of a Member has one (1) vote for each Member that the person represents.

9.16 Right to appoint proxy

- (a) Subject to the Corporations Act, a Member entitled to attend a meeting of the Company is entitled to appoint another person (whether a Member or not) as proxy to attend in the Member's place at the meeting. A proxy has the same right as the Member to speak and vote at the meeting and may be appointed in respect of more than one meeting.
- (b) The instrument appointing a proxy must be in writing under the hand of a Member or attorney duly authorised. Any such instrument will be deemed to confer authority to demand or join in demanding a poll. A Member will be entitled to instruct his/her proxy to vote in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may vote as he/she thinks fit.
- (c) The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority will be deposited at the registered office of the Company, or at such other place within the State as is specified for that purpose in the notice convening the meeting, not less than twenty-four (24) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll, or in either case at the location of the meeting specified in the notice of meeting within fifteen (15) minutes after the time appointed for the holding of the meeting, and in default the instrument of proxy will not be treated as valid.

9.17 Validity of vote in certain circumstances

Unless the Company has received written notice of the matter before the start or resumption of the meeting at which a person votes as a proxy, a vote cast by that person is valid even if, before the person votes:

- (a) the appointing Member is no longer eligible to be a Member, or
- (b) the Member revokes the appointment or authority.

9.18 Objection to voting qualification

- (a) An objection to the right of a person to attend or vote at the meeting or adjourned meeting:
 - (i) may not be raised except at that meeting or adjourned meeting, and
 - (ii) must be referred to the Chairman of the meeting, whose decision is final.
- (b) A vote not disallowed under the objection is valid for all purposes.

10 Directors

10.1 Number of Directors

- (a) The number of Directors is to be not less than six (6), or such number as the Members shall determine from time to time subject to that number complying with the Corporations Act.
- (b) The Directors in office at the date of adoption of this Constitution continue in office subject to this Constitution.

10.2 Change of number of Directors

The Company in a General Meeting may by resolution increase or reduce the number of Directors, and may also determine the rotation in which the increased or reduced number of Directors is to retire from office.

10.3 Directors elected at General Meeting

The Members may, at a General Meeting at which a Director retires or otherwise vacates office, by resolution fill the vacated office by electing a person to that office.

10.4 Rotation of Directors

- (a) At each annual General Meeting one-third (1/3) of the Directors for the time being, or, if their number is not three (3) nor a multiple of three (3), then the number nearest one third (1/3), and any other Director who has held office for three (3) years or more since last being elected, must retire from office.
- (b) In determining the number of Directors to retire, account is not to be taken of a Director who only holds office until the conclusion of the meeting in accordance with clause 10.6.
- (c) The Directors to retire at any annual General Meeting in accordance with this clause must be those who have been appointed to fill a casual vacancy; followed by those who have been longest in office since their last election, but, as between persons who were last elected as Directors on the same day, those to retire must be determined by lot, unless they otherwise agree among themselves.
- (d) The Members may by resolution remove any Director before the expiration of that Director's period of office, and may by resolution appoint another person in the place of that Director.

10.5 Re-election and Reappointment of Directors

A retiring Director shall be eligible for re-election or reappointment.

10.6 Office held until conclusion of meeting

A retiring Director holds office until the conclusion of the meeting at which that Director retires but is eligible for re-election.

10.7 Casual vacancy or additional Director

- (a) The Directors may at any time appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors,

- (b) A Director appointed under this clause 10.7 holds office until the conclusion of the next Annual General Meeting of the Company but is eligible for election at that meeting.

10.8 Election of Officers

The Directors shall elect the officers of the Company with such frequency as the Directors shall determine from time to time such officers being:

- (a) the Chairman,
- (b) the Secretary,
- (c) the Treasurer, and
- (d) the Public Officer.

10.9 Election of Board Executive

At the meeting of Directors immediately following the Annual General Meeting the Directors shall elect the Board Executive which shall comprise of four (4) Directors being:

- (a) the Chairman,
- (b) the Secretary,
- (c) the Treasurer, and
- (d) one (1) other Director.

The Board Executive is empowered to make emergency decisions which cannot wait until the next meeting of Directors.

All decisions of the Board Executive must be ratified at the next occurring meeting of Directors.

11 Remuneration of Directors

The Directors may not be paid any remuneration for their services as Directors.

12 Expenses of Directors

A Director is entitled to be reimbursed out of the funds of the Company for such reasonable travelling, accommodation and other expenses as the Director may incur when travelling to or from meetings of the Directors or a Committee or when otherwise engaged on the business of the Company. Any payment to a Director must be approved by the Directors.

13 Vacation of office of Director

In addition to the circumstances in which the office of a Director becomes vacant under the Corporations Act, the office of a Director becomes vacant if the Director:

- (a) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health,
- (b) resigns from the office by notice in writing to the Company,

- (c) becomes insolvent or bankrupt, compounds with his creditors or assigns his estate for the benefit of his creditors,
- (d) is absent personally at three successive meetings of the Directors without leave of absence from the Directors,
- (e) becomes prohibited for being a Director by reason of any order of any court of competent jurisdiction, or
- (f) ceases to be a Member of the Company.

14 Powers and duties of Directors

14.1 Directors to manage the Company

- (a) The Directors are to manage the business of the Company and may exercise all the powers of the Company that are not, by the Corporations Act or by this Constitution, required to be exercised by the Company in General Meeting.
- (b) The Directors will cause the Company to be conducted in accordance with the Educational Creed, and shall use their best endeavours to ensure that the Educational Creed is honoured in the conduct of the Company.

14.2 Specific powers of Directors

Without limiting the generality of clause 14.1 and subject to any trusts relating to the assets of the Company, the Directors may exercise all the powers of the Company to borrow or raise money, to charge any property or business of the Company to give any security for a debt, liability or obligation of the Company or of any other person.

15 Rules

Subject to this Constitution, the Directors may from time to time by resolution make and rescind or alter rules which are binding on Members for the management and conduct of the business of the Company

16 Appointment of attorney

- (a) The Directors may, by power of attorney, appoint any person to be the attorney of the Company for the purposes and with the powers, authorities and discretions held by the Directors for the period and subject to the conditions that they think fit.
- (b) A power of attorney granted under clause 16(a) may contain any provisions for the protection and convenience of persons dealing with the attorney that the Directors think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

17 Committees

- (a) The Directors may delegate any of their powers, other than powers required by law to be dealt with by Directors as a board, to a Committee or Committees consisting of

such one or more of their number as they think fit and such other co-opted persons as they think fit.

- (b) A Committee to which any powers have been delegated under clause 17(a) must exercise those powers in accordance with any directions of the Directors. A power so exercised is taken to have been exercised by the Directors.

18 Powers of delegation

The powers of delegation expressly or impliedly conferred by this Constitution on the Directors are conferred in substitution for, and to the exclusion of, the power conferred by the Corporations Act.

19 Proceedings of Directors

19.1 Directors meetings

- (a) The Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.
- (b) A Director may at any time, and the Secretary must on the written request of a Director, convene a meeting of the Directors.
- (c) A Directors' meeting may be called or held using any form of technology subject to the consent of each Director either for that meeting or all meetings, provided a Director may only withdraw consent with reasonable notice to the Secretary.

19.2 Questions decided by majority

A question arising at a meeting of Directors is to be decided by a majority of votes of Directors present and entitled to vote and that decision is for all purposes a decision of the Directors.

19.3 Minutes of meetings

The Directors shall cause minutes to be made of:

- (a) all appointments of officers made by the Directors,
- (b) the names of the Directors present at each meeting of the Directors and of any Committee,
- (c) all resolutions and proceedings at all meetings of the Company, and of the Directors and of any Committee, and
- (d) the names of nominees and appointees for Director.

20 Chairman and Deputy Chairman of Directors

20.1 Election of Chairman

The Directors may elect from their number a Chairman and a Deputy Chairman of their meetings and may also determine the period for which the persons elected as Chairman and deputy Chairman are to hold office.

20.2 Absence of Chairman at Directors' meeting

If a Directors' meeting is held and:

- (a) a Chairman has not been elected under clause 20.1, or
- (b) the Chairman is not present within ten (10) minutes after the time appointed for the holding of the meeting or is unable or unwilling to act,

then the Deputy Chairman, if elected under clause 20.1, must be the chairman of the meeting or, if the Deputy Chairman is not present, the Directors present must elect one of their number to be a Chairman of the meeting.

20.3 Casting vote for Chairman at Directors' meetings

In the event of an equality of votes cast for and against a question, the Chairman of the Directors' meeting may have a second or casting vote.

21 Quorum for Directors' meeting

- (a) At a meeting of Directors, the number of Directors whose presence in person is necessary to constitute a quorum is as determined by the Directors, and, unless so determined, is one half (1/2) of the Directors holding office, or if there is an odd number of Directors, then the majority of Directors holding office.
- (b) The continuing Directors may act despite a vacancy in their number. If their number is reduced below the minimum fixed by clause 10.1(a), the continuing Directors may, except in an emergency, act only for the purpose of filling vacancies to the extent necessary to bring their number up to that minimum or to convene a General Meeting.

22 Chairman of Committee

The members of a Committee may elect one (1) of their number as Chairman of their meetings. If a meeting of a Committee is held and:

- (a) a Chairman has not been elected, or
- (b) the Chairman is not present within ten (10) minutes after the time appointed for the holding of the meeting or is unable or unwilling to act, then the Members involved may elect one of their number to be Chairman of the meeting.

23 Meeting of Committee

23.1 Meeting and adjourning

Subject to any directions of the Directors and any terms of reference or Rules, a Committee may meet and adjourn as it thinks proper.

23.2 Determination of questions

- (a) Questions arising at a meeting of a Committee are to be determined by a majority of votes of the members of the Committee present and voting.
- (b) In the event of an equality of votes, the chairman of the Committee meeting does not have a casting vote.

24 Circulating resolutions

The Directors may pass a resolution without a Directors' meeting being held if all of 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. 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. The resolution is passed when the last Director signs.

25 Validity of acts of Directors

All acts done at a meeting of the Directors or of a Committee, or by a person acting as a Director are, even if it is afterwards discovered that:

- (a) there was a defect in the appointment or continuance in office of a person as a Director or of the person so acting, or
- (b) a person acting as a Director was disqualified or was not entitled to vote,

as valid as if the relevant person had been duly appointed or had duly continued in office and was qualified and entitled to vote.

26 Secretary

26.1 Appointment of Secretary

There must be at least one (1) Secretary who is to be appointed by the Directors.

26.2 Suspension and removal of Secretary

The Directors may suspend or remove a Secretary from that office.

26.3 Powers, duties and authorities of Secretary

A Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, as determined by the Directors. The exercise of those powers and authorities and the performance of those duties by a Secretary are subject at all times to the control of the Directors.

27 Disputes

Where there is a dispute, grievance or other disagreement between a Member and the Company, whether arising out of the application of these rules or otherwise (**Dispute**), then either must, prior to the commencement of any proceedings in a Court or Tribunal or before any authority or board, notify the other in writing of the nature of the Dispute and the following must occur:

- (a) The Member and the Company must in the period fourteen (14) days from the service of the notice of the Dispute (**Initial Period**) use their best endeavours to resolve the Dispute.
- (b) If the Company and the Member are unable to resolve the Dispute within the Initial Period, then the Dispute must be referred for mediation to a mediator agreed by the Member and the Company.

- (c) If the disputants are unable to agree on a mediator within seven (7) days of the Initial Period, the Member or the Company may request Christian Education National Ltd to nominate a mediator to whom the dispute will be referred.
- (d) The costs of the mediation will be shared equally between the Member and the Company.
- (e) Where:
 - (i) the party receiving the notice of the Dispute fails to attend the mediation required by clause 27(b), or
 - (ii) the mediation has not occurred within six (6) weeks of the date of the notice of the Dispute, or
 - (iii) the mediation fails to resolve the Dispute,then the party serving the notice of Dispute will be entitled to commence any proceedings in a Court or Tribunal or before any authority or board in respect of the Dispute.
- (f) The procedure in this clause will not apply in respect of proceedings for urgent or interlocutory relief.

28 Documents

Documents executed for and on behalf of the Company must be executed by:

- (a) two (2) Directors,
- (b) a Director and the Secretary, or
- (c) such other persons as the Directors by resolution appoint from time to time.

29 Accounts

The Directors must cause proper accounting and other records to be kept and must distribute copies of every profit and loss account and balance sheet (including every document required by law to be attached thereto) accompanied by a copy of the Auditor's report thereon as required by the Corporations Act, provided, however, that the Directors must cause to be made out and laid before each annual General Meeting a balance sheet and profit and loss account made up to date not more than six (6) months before the date of the meeting.

30 Seals

30.1 Safe custody of common seals

The Directors must provide for the safe custody of any seal of the Company.

30.2 Use of common seal

If the Company has a common seal or duplicate common seal:

- (a) it may be used only by the authority of the Directors, or of a Committee authorised by the Directors to authorise its use, and

- (b) every document to which it is affixed must be signed by a Director and be countersigned by another Director, a Secretary or another person appointed by the Directors to countersign that document or a class of documents in which that document is included.

31 Inspection of records

31.1 Inspection by Members

Subject to the Corporations Act, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the accounting records and other documents of the Company or any of them will be open to inspection by the Members (other than Directors).

31.2 Right of a Member to inspect

A Member (other than a Director) does not have the right to inspect any document of the Company except as provided by law or authorised by the Directors or by the Company in General Meeting.

32 Service of documents

32.1 Document includes notice

In this clause 32, a reference to a document includes a notice.

32.2 Methods of service

- (a) The Company may give a document to a Member:
 - (i) personally,
 - (ii) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member, or
 - (iii) by sending it to a fax number or electronic address nominated by the Member.
- (b) A document sent by post:
 - (i) if sent to an address in Australia, may be sent by ordinary post, and
 - (ii) if sent to an address outside Australia, must be sent by airmail,and in either case is taken to have been received on the day after the date of its posting.
- (c) If a document is sent by fax or electronic transmission, delivery of the document is taken:
 - (i) to be effected by properly addressing and transmitting the fax or electronic transmission, and
 - (ii) to have been delivered on the day following its transmission.

32.3 Evidence of service

A certificate in writing signed by a Director or a Secretary stating that a document was sent to a Member by post or by fax or electronic transmission on a particular date is prima facie evidence that the document was so sent on that date.

33 Indemnity

The Company may indemnify any current or former Director, Secretary or executive officer of the Company or of a Related Body Corporate of the Company out of the property of the Company against:

- (a) every liability incurred by the person in that capacity (except a liability for legal costs), and
- (b) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity,

except to the extent that:

- (a) the Company is forbidden by statute to indemnify the person against the liability or legal costs, or
- (b) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by statute.

34 Insurance

The Company 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 a Director or Secretary or executive officer of the Company or of a Related Body Corporate of the Company against liability incurred by the person in that capacity, including a liability for legal costs, unless:

- (a) the Company is forbidden by statute to pay or agree to pay the premium, or
- (b) the contract would, if the Company paid the premium, be made void by statute.

35 Director's liability insurance

To the extent permitted by the Corporations Act, the Company may pay or agree to pay a premium in respect of a contract insuring a person who is or has been a Director of the Company against costs and expenses incurred by the person as a Director in defending proceedings (whether civil or criminal, and whatever their outcomes) provided that the liability does not arise out of conduct involving:

- (a) a wilful breach of duty in relation to the Company, or
- (b) a contravention of Subsections 232(5) or (6) or any other provision of the Corporations Act.

36 Contract

The Company may enter into an agreement with a person referred to in clauses 33, 34 and 35 with respect to the matters covered by these clauses. An agreement entered into pursuant to this clause may include provisions relating to rights of access to the books of the Company conferred by the Corporations Act or otherwise by law.

37 Amendments to Constitution

- (a) Clauses 2(a), 6.6(a)(iii), 6.6(a)(v), 6.6(b)(iii), 6.6(b)(vii), 6.7(a)(ii), 6.9(c), 7.2(a)(iv), 7.2(a)(v), 14.1(b), Schedule 1 and this clause 37(a) of the Constitution shall not be subject to alteration or amendment.
- (b) Subject to clause 37(a), this Constitution may be altered or amended only by agreement of seventy-five percent (75%) of those Full Members, including Full Members represented by proxy, present and voting at a General Meeting of the Company, of which not less than twenty-one (21) days' notice of the proposed amendment or alteration has been given.

Schedule 1 – Educational Creed

The educational principles by which the Company is guided in all its activities and transactions are formulated in the following Educational Creed.

The fear of the Lord is the beginning of wisdom, and the knowledge of the Holy One is insight – Proverbs 9:10

A OUR COMMON FAITH

As a community united in Christ for the education of youth, WE CONFESS with the church universal that there is one God, eternal and indivisible, in whom are three Persons, Father, Son and Holy Spirit, which three Persons are really, truly and eternally distinct, each one truly God, yet without in any way destroying the unity of the one and only God, who is one and not three.

That this one God is the creator of all things, visible and invisible. That man was created in the image of God with dominion over the creation.

That being tempted by the devil, man sinned by disobeying the express command of God, so repudiating his creator and bringing God's wrath and curse on himself and on the whole creation over which he rules.

That by the curse of sin justly imposed, every man is cut off from communion with God and is dead in sin, wholly corrupt throughout the whole man, and utterly indisposed, disabled, and made opposite to all good and wholly inclined to all evil.

That God in His love for the world, sent His only Son, Jesus Christ our Lord, to be born of the virgin Mary, being conceived by the Holy Spirit, to live and suffer on this earth as a man under the curse of sin, though Himself without sin, to endure the fullness of God's curse on sin in His death on the cross as a ransom for many, laying down His life for the sheep so that all who believe in Him should receive, without regards to their works of merit, full and free pardon, the riches of God's favour as His sons and heirs, and eternal life in Christ, being renewed by the Holy Spirit in Christ's likeness.

That the Lord Jesus Christ, having died for our sins, rose again the third day by the power of God, ascended to heaven and is now seated at the right hand of God the Father Almighty, who has put all things in subjection under His feet, appointing Him to be head of all things to the church, which is His body.

That at the time appointed by God and known to no man, this very same Jesus shall come again revealed in power and great glory to judge all men, living and dead, and having destroyed this present world to establish the new heavens and new earth in which righteousness has a permanent home.

That when the Lord Jesus comes again all the dead shall be raised bodily, those who, by faith have done well, to eternal life, and those who, through unbelief have done evil, to eternal condemnation.

That the risen Christ has sent the Holy Spirit into the world that by Him redemption might be effectually applied, the divine purpose of salvation accomplished and the church equipped for its mission on earth.

That the redemptive activity and gracious favour of God, Father, Son and Holy Spirit is essential for the fulfilment of man's life.

B THE WORD OF GOD

WE CONFESS that the Scripture of the Old and New Testament, acknowledged in the confessions of the reformation,

is the infallible word of God, and so is in all things our supreme standard by which our whole life is to be judge.

That this scripture, written by men, moved by the Holy Spirit, is itself God's word written, God himself being the author.

That scripture is the integral divine word by which God, through his Spirit, draws us to and enlightens us in the truth, which is Christ Jesus our Lord, the eternal word of God.

That the same eternal word, who reveals Himself in Scripture, reveals Himself in all that He has created so that the revelation of God is one.

That the scripture is indispensable and determinative for our knowledge of God, of ourselves, and of the rest of creation, and also for the whole educational task.

C MAN'S LIFE

WE CONFESS that man, as God's image bearer, is given dominion over the creation to rule it, manage it, and develop it under God, who is King over kings and Lord over lords.

That man's life is fulfilled only in a life of free, willing submission to God, a life lived in harmony with the law of God for His creation, made known in the integral revelation of the Word of God.

That, being now fallen into sin, man can attain this fulfilment only through renewal by the Holy Spirit after the image of his creator.

That for man to attempt anything at all in independence of God, or in ignorance of God's revelation is inherently destructive of man and of the creation over which he is given dominion.

That it is man's glory, as God's image bearer to do everything so that the glory of God is revealed in his doing.

That the development of the child as the image bearer of God is a central concern of the educational task.

D SIN AND EDUCATION

WE CONFESS that human life in its entirety is religion, unfolding itself as service of one true God or of a God-substitute.

That in sin man has repudiated God in favour of God-substitutes with the result that he is cut off from the knowledge of God, of himself, and of the meaning of the creation, so that the light that he supposes he has is darkness, and his wisdom is folly.

That, apart from the man Christ Jesus, no man is exempted from this falsifying of knowledge through sin, but from conception all alike grope in darkness, being blinded to the meaning of life, of the world, and of man himself.

That no area of human knowledge is free of this sinful falsifying. That true education is possible only where the fear of God is re-established by God's grace in the heart of men as the indispensable foundation of all wisdom and knowledge.

E REDEMPTION IN CHRIST

WE CONFESS that God in Christ by the cross has restored the whole creation to harmony with Himself, making all things new in Christ.

That, although the fulfilment of this restoration awaits the future revelation of Christ in glory, yet, in principle, by the present work of the Holy Spirit in the world, it is a present reality to be reckoned with in faith in every area of life.

That Christ in His redemption, by His Holy Spirit, is creating from among the old humanity in Adam, a new humanity in Christ, united in the church, which is His body, the covenant community bound to Him as head, and that the children of believing parents belong to that covenant community.

That this covenant community is God's appointed means, through the power of the Holy Spirit within the community, for communicating the redemption of Christ to the world.

That, although, by the grace of God, men who reject the Word of God as the ordering principle of life provide many valuable insights into the common structure of reality, yet because the religious direction of their thoughts remains radically opposed to that of the covenant community in Christ, there can be no possibility of a synthesis of their systems of thought with the scripturally directed thought which Christ's covenant community is called to pursue.

F MAN'S TASK

WE CONFESS that all things are created by God and, as His creation remain under His government, upheld by His power, and existing for His glory.

That it is man's task in his dominion over the creation to discern the being, shape, form and the several offices that God has given to every creature to serve its creator, so that for the glory of God, and the good of man, he may cultivate the creation in accordance with God's commands and in harmony with the laws which God in His faithfulness maintains in His creation.

That the creation is neither chaotic nor meaningless, because God has graciously preserved and sustained it in spite of the disruptive effects of man's sin, and kept it subject to His law so that man is not a meaning maker, but instead may see the structure and meaning of God's creation.

That man can not truly know the creation in this God-given meaning without an obedient listening to Scripture as God's written word in the light of which he studies the creation.

That the law of the creator ensures a rich diversity within the unbreakable unity of the creation, which holds together in Christ, who is the first and the last, the beginning and end of the creation of God.

G THE SPECIAL TASK OF PARENTS

WE CONFESS that God has given the parents the responsibility for the nurture of their covenant children by discipline and instruction according to the word of the Lord.

That, in accordance with this responsibility, God has given parents authority over their children to guide and direct them in the way of righteousness.

That, God has given children on their part a corresponding responsibility to honour, respect and obey their parents in the Lord.

That faithful training of children means instructing them in the covenant revealed in Scripture by which God binds His people to Himself in wholehearted love, which covenant is the key to fulfilment of all man's life.

That the responsibility for this nurture remains always the responsibility of the parents and, since all life is religion, it is the task of the parents alone to determine the religious character and direction of the education of their children in every aspect of their learning, yet as members together of Christ in one covenant, the whole body of Christ shares this responsibility with the parents.

H THE SPECIAL TASK OF THE SCHOOL

WE CONFESS that true education is the preparation and equipment of the child for his office and calling as God's image bearer and steward in this world.

That a school where Christ is confessed as Head of the educational task in harmony with the Scripture is a valid, but not the only expression of the life of the covenant community redeemed in Christ.

That it is the special task of the school to lead the child to discern the meaning and structure of the creation under the guidance of the Word of God and to train the child in the use and development of his God given talents, so that he may be equipped to serve Christ as King in all spheres of life to the Glory of God and the well being of his fellow men.

That the school, under Christ and by His Holy Spirit, is to advance the reign of Christ on earth in accordance with its special task so that His Kingdom may come to expression here and now, though with much imperfection and weakness, and so that our Lord may find us busy in His garden when He comes in glory.

That the school community, in the corporate functioning of which the authority and rights of parents in the education of their children are to be recognised, is not subject as regards its special task, to Church or State, or any other outside authority.

That, while the school is entitled to expect freedom from interference in its special task, it is required to respect and uphold all legitimate authority, in particular the authority of family, church and state and to encourage this respect in the child, according to the Word of God.

That the authority of the teacher over the student, which is to be upheld by the whole school community, is given for the effective nurture of the child within the limits of the special task of the school, and is to be used only for this purpose with the recognition that all authority is of God to Whom all who exercise authority must give account.

I CONFESSING CHRIST AS KING OF KINGS, AND LORD OF LORDS, THE REDEEMER AND RENEWER OF ALL OUR LIFE, WE PURSUE THE EDUCATIONAL TASK TOGETHER, WITH CONFIDENT HOPE AND HUMBLE RELIANCE ON GOD WHO, FOR JESUS' SAKE, SENDS HIS HOLY SPIRIT TO LEAD US INTO THE TRUTH, WHICH IS CHRIST, AND WITH GLAD SUBMISSION TO GOD'S WORD AS THE GUIDE OF ALL OUR ENDEAVOUR THAT IN ALL THINGS GOD MAY BE GLORIFIED THROUGH JESUS CHRIST, WHOSE IS THE GLORY AND THE DOMINION FOR EVER AND EVER. AMEN