

Constitution of Hunter Christian School Limited

Australian Company Number (ACN) 002 510 465

A company limited by guarantee

As adopted [09 August 2020]

Hunter Christian School Constitution 2020

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Preamble

This preamble records the basis of understanding between the **Church** and the **School** community for the ministry known as the Hunter Christian School.

It is acknowledged that the commencement of this ministry is a response by the **Church** to a direct leading by God. As a ministry of the **Church**, Hunter Christian School operates under the spiritual guidance of the **Church**. The **School** is accountable to the **Church**, through the **Company**, to operate in a way that is consistent with the vision and mission of the **Church**.

In operating the **School**, the **Church** acknowledges that God has given to **parents** the prime responsibility for the nurture and education of their children. Similarly, **parents** should acknowledge that God has given the **Church** a teaching and discipling role. The **School** therefore ministers in partnership with both **parents** and the **Church**. As a consequence, the **School** will seek to support and not to usurp the role of **parents** or the **Church** in their respective areas of ministry. Likewise, the **Church** accepts the **School's** competency to operate within its sphere of responsibility, as should the **parents**.

Consequently, the **School** will seek not to impinge on **Church** activities nor have a negative impact upon other aspects of **Church** life. Rather it will seek to work as a co-operative part of the **Church** community. The **Church** will encourage the **School** to be involved in other areas of **Church** life and ministry.

The **Church** and **School** are committed to working together to achieve the Vision and Mission of the **Church**. The **Church** and **School** will seek to be sensitive to their respective needs in ministry. In doing so both acknowledge that relationships are more important than structures. Should conflict arise, this will be resolved in ways consistent with Biblical principles and reflecting God's love and grace.

Preliminary

1 Name of the company

The name of the **Company** is Hunter Christian School Limited (the **Company**).

2 Type of company

The **Company** is a not-for-profit public company limited by guarantee which is established to be, and to continue as, a charity.

3 Limited liability of members

The liability of members is limited to the amount of the guarantee in clause 4.

4 The guarantee

Each member must contribute an amount not more than \$10 (the guarantee) to the property of the **Company** if the **Company** is wound up while the member is a member, or within 12 months after they stop being a member, and this contribution is required to pay for the:

- (a) debts and liabilities of the **Company** incurred before the member stopped being a member, or
- (b) costs of winding up.

5 Definitions

In this constitution, words and phrases have the meaning set out in clauses 82 and 84.

Religious Character

6 Statement of Faith

About the Bible

The Bible is God's self-communication in written form to us. It is an historical book written by human authors, under the inspiration of the Holy Spirit. It is the revelation of the objective Word of God regardless of our subjective response to it. It is the supreme source of truth and the final authority for Christian belief and living. It is not an end in itself but the means by which we come to a knowledge of Christ. Because God inspired it, it is the truth without error.

About Faith and Practice

The Bible (Scripture) is the final authority in all matters of faith and practice. Where the Scripture is silent each believer must exercise liberty of conscience in line with the principles of God's Word and in the light of the One to whom all are ultimately accountable.

About God

There is one true living God, who is Spirit, light and love. The Creator and Ruler of the universe, including everyone and everything in it, who is absolutely holy, infinitely good and great, all-powerful, all-present, all-knowing and personal. He has eternally existed in three persons, the Holy Trinity (i.e. the Father, the Son and the Holy Spirit). These are co-equal and are one God.

About Jesus Christ

Jesus Christ is God, the Son, and the second person in the Trinity. He came to earth and took on humanity still fully God and now forever also fully human. This incarnation was achieved through a miraculous conception and virgin birth. Jesus lived a sinless human life in perfect obedience to the Father and offered Himself as the perfect sacrifice for sin and a substitution in our place at His death on the cross. He was buried, by the Holy Spirit's power, God the Father raised Him bodily from the dead, conquering Satan, sin and death. He appeared to men and women who touched and knew His bodily presence. He ascended to His father and Heaven's glory where He intercedes on our behalf. He will return to Earth bodily to claim His own and visibly reign as King of Kings and Lord of Lords.

About People

People are the supreme object of God's creation. They are made in His image to be His representatives and like Him in character. Although all human beings still display evidence of their divine creation, they are marred by an attitude of disobedience toward God called sin. Sin is the irrational assertion of independence from the Creator, tainting the good in people and in their thoughts, words and deeds. From the moment the human race rebelled (fell), this attitude of independence from God has caused alienation from self, neighbour and the environment. This alienation or death means that every individual is hopelessly lost and destined for an eternity in hell, the second death.

About Salvation

Salvation begins for the individual when that person receives the free gift of eternal life. Eternal life is the very life of Jesus Christ Himself resident in the individual through the person of the Holy Spirit. This occurs upon repentance of our sin towards God and faith in the Lord Jesus Christ alone. This gift of God's grace and mercy is what Jesus Christ has made possible by His perfect life, His

atoning death, His powerful resurrection, His glorious ascension, His ongoing priesthood and His certain return. Salvation is assured by the grace, commitment and power of God. The Holy Spirit provides power over sin as a person lives in dependence upon and in obedience to Him.

About the Holy Spirit

The Holy Spirit is God with the Father and the Son. He is personally present in power to fulfil all of God's program purposed in love. He is present in the world to convince people of their sin and need for Jesus Christ. Upon a person's repentance toward God and faith in Jesus Christ, the Holy Spirit takes up residence in the individual. The Holy Spirit provides believers with power for living a godly life, understanding spiritual truth and guidance in doing what pleases the Father. In Him reside all the spiritual gifts necessary to build up the Church. He exercises these gifts through believers as they submit to Him. Christians are to be filled with the Holy Spirit and live daily under His control. It is the indwelling Spirit who bestows the Gifts of the Spirit and manifests the fruits of the Spirit in the believer.

About Eternity

All people are created as eternal beings. Heaven and Hell are real places of eternal existence. After death, there will be a resurrection of the body and a final judgment of all people by the Lord Jesus Christ. There will then be the creation of new heavens and earth where sin will no longer exist. All will either exist eternally in Hell, alienated and separated from God because of personal sin (eternal loneliness and death); or eternally in fellowship with God through salvation from sin (eternal union or life).

About Satan

We believe in the distinct personality of Satan, that he is the god of this age, author and prince of all powers of darkness and sin. We believe Satan is ultimately subject to the purposes of God and destined, along with his demons, to eternal confinement in Hell.

About the Church

We believe the Church is the Body of Christ composed of all believers in the Lord Jesus Christ which finds its visible manifestation in the local community of believers and ministers through the cooperative exercise of God-given gifts by the entire membership. The Church is the instrument which displays the redemptive activity of God. Each local Church is a full manifestation of the Church. Wherever the Church operates it is the one universal Church and is competent to function. Each local community of believers is competent under Christ as Head of the Church to order its life without interference from any civil authority. No other person, group, or religious organisation can profess to be the Head of the Church. The authority of Christ is in the Church, not in an individual, and is ministered through the Holy Spirit.

We interpret and apply this statement of faith as conservative, protestant, evangelical Christians.

7 Statement of Life and Conduct

The **Company** has adopted the Statement of Life and Conduct in Appendix One to expand upon and clarify the values, beliefs and doctrines of the **School** community. This Statement shall not be inconsistent with the Statement of Faith of the **Company** and must be read in conjunction therewith.

8 Final Authority for Matters of Belief and Conduct

- 8.1 The Statement of Faith does not exhaust the extent of the beliefs of the **Company** and its members. The Bible itself, as the inspired and infallible Word of God that speaks with final authority concerning truth, morality, and the proper conduct of mankind, is the sole and final source of all that the **Company** and its members believe.
- 8.2 For purposes of the **Company's** faith, doctrine, practice, policy, and discipline, the **Church Executive** is the **Company's** final interpretive authority on the Bible's meaning and application provided that any such interpretation:
- (a) shall be consistent with the Statement of Faith; and
 - (b) the doctrines, tenets and beliefs of the **Church**.

Charitable purposes and powers

9 Objects

The objects of the **Company** are to advance the Kingdom of God, strengthen the Church of Jesus Christ and promulgate the knowledge of God that is revealed in the Holy Bible and that is in accord with the Statement of Faith, and in furtherance of these objects:

- (a) to contribute to the educational facilities of Australia by establishing and maintaining, in such places that may be thought suitable and as part of the ministry of the **Church**, pre-school, primary, secondary and other educational institutions of the highest standards;
- (b) to provide an education of high academic standards that is based on:
 - i. an acceptance of the Lordship of Christ, and
 - ii. an acceptance of the Bible as the revealed word of Godas these are defined in the Statement of Faith;
- (c) to provide an education that also:
 - i. fosters self discipline in the learner while teaching acceptance of the discipline of the Church which is the whole Body of Christ, to be obedient to their **parents** and to obey the laws of the governments in Australia;
 - ii. caters for the individuality of the learner and stresses the function of the learner as a member of the Body of Christ and the community;
 - iii. trains the learner in the moral and ethical standards of the Bible and assists in the acquisition of a biblical world and life view and appreciation of the rights of others to hold different views;
 - iv. develops the learner's creative and critical abilities;
 - v. stresses cooperation rather than competition and fosters the development of the gifts, skills and abilities of the learner for the service of Jesus Christ in the Body of Christ and the community;
- (d) to provide religious services, worship and teaching in conformity with the Statement of Faith.

10 Powers

Subject to clause 11, the **Company** has the following powers, which may only be used to carry out its purpose(s) set out in clause 9:

- (a) the powers of an individual, and
- (b) all the powers of a **Company** limited by guarantee under the **Corporations Act**.

11 Not-for-profit

- 11.1 The **Company** must not distribute any income or assets directly or indirectly to its members, except as provided in clauses 11.2 and 78.
- 11.2 Clause 11.1 does not stop the **Company** from doing the following things, provided they are done in good faith:
- (a) paying a member for goods or services they have provided or expenses they have properly incurred at fair and reasonable rates or rates more favourable to the **Company**, or
 - (b) making a payment to a member in carrying out the **Company's** charitable purpose(s).

12 Amending the constitution

- 12.1 Subject to clause 12.2, the members may amend this constitution by passing a **special resolution**.
- 12.2 The members must not pass a **special resolution** that amends this constitution if passing it causes the **Company** to no longer be a charity or fundamentally changes the Statement of Faith in clause 6.

Members

13 Membership and register of members

- 13.1 The members of the **Company** are:
- (a) the members at the date of adoption of this Constitution, and
 - (b) any other person that the directors allow to be a member, in accordance with this constitution.
- 13.2 The **Company** must establish and maintain a register of members. The register of members must be kept by the secretary and must contain:
- (a) for each current member:
 - i. name
 - ii. address
 - iii. any alternative address nominated by the member for the service of notices
 - iv. any email address nominated by the member for the service of notices, and
 - v. date the member was entered on to the register.
 - (b) for each person who stopped being a member in the last 7 years the following information as at the date membership ended:
 - i. name
 - ii. address
 - iii. any alternative address nominated by the member for the service of notices,
 - iv. any email address nominated by the member for the service of notices, and
 - v. dates the membership started and ended.

13.3 The **Company** must give current members access to the register of members.

13.4 Information that is accessed from the register of members must only be used in a manner relevant to the interests or rights of members.

14 Who can be a member

A **member of the Church** or an **adherent of the Church** who is at least 18 years of age on the date they apply to be a member and who supports the purposes of the **Company** is eligible to apply to be a member of the **Company** under clause 15.

15 How to apply to become a member

A person may apply to become a member of the **Company** by writing to the secretary stating that they:

- (a) want to become a member
- (b) support the purpose(s) of the **Company**
- (c) are a **member of the Church** or an **adherent of the Church**, and
- (d) agree to comply with the **Company's** constitution, including the **religious character** and paying the guarantee under clause 4 if required.

16 Directors decide whether to approve membership

16.1 The directors must consider an application for membership within a reasonable time after the secretary receives the application.

16.2 If the directors approve an application, the secretary must as soon as possible:

- (a) enter the new member on the register of members, and
- (b) write to the applicant to tell them that their application was approved, and the date that their membership started (see clause 17).

16.3 If the directors reject an application, the secretary must write to the applicant as soon as possible to tell them that their application has been rejected, but does not have to give reasons.

16.4 For the avoidance of doubt, the directors may not approve an application if the application does not state the matters listed in clause 15.

17 When a person becomes a member

Other than **initial members**, an applicant will become a member when they are entered on the register of members.

18 When a person stops being a member

A person immediately stops being a member if they:

- (a) die
- (b) resign, by writing to the secretary
- (c) are expelled under clause 20
- (d) cease to be a **member of the Church** or **adherent of the Church**, or
- (e) have not responded within three months to a written request from the secretary that they confirm in writing that they want to remain a member.

Dispute resolution and disciplinary procedures

19 Dispute resolution

- 19.1 The dispute resolution procedure in this clause applies to disputes (disagreements) under this constitution between a member or director and:
- (a) one or more members
 - (b) one or more directors, or
 - (c) the **Company**.
- 19.2 A member must not start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure under clause 20 until the disciplinary procedure is completed.
- 19.3 Those involved in the dispute must try to resolve it between themselves within 14 days of knowing about it.
- 19.4 If those involved in the dispute do not resolve it under clause 19.3, they must within 10 days:
- (a) tell the directors about the dispute in writing
 - (b) agree or request that a mediator be appointed, and
 - (c) attempt in good faith to settle the dispute by mediation.
- 19.5 The mediator must:
- (a) be chosen by agreement of those involved, or
 - (b) where those involved do not agree:
 - i. for disputes between members, a person chosen by the directors, or
 - ii. for other disputes, a person chosen by either the **Church Executive** or the Chief Executive Officer of Christian Schools Australia Limited.
- 19.6 A mediator chosen by the directors under clause 19.5:
- (a) may be a member or former member of the **Company**
 - (b) must not have a personal interest in the dispute, and
 - (c) must not be biased towards or against anyone involved in the dispute.
- 19.7 When conducting the mediation, the mediator must:
- (a) allow those involved a reasonable chance to be heard
 - (b) allow those involved a reasonable chance to review any written statements
 - (c) ensure that those involved are given natural justice, and
 - (d) not make a decision on the dispute.
- 19.8 Each party involved in a dispute is responsible for payment of:
- (a) their own costs; and
 - (b) an equal share of the costs of mediation unless the mediator determines otherwise.

20 Disciplining members

- 20.1 In accordance with this clause, the directors may resolve to warn, suspend or expel a member from the **Company** if the directors consider that:

- (a) the member has breached this constitution, or
 - (b) the member's behaviour is causing, has caused, or is likely to cause harm to the **Company**, or
 - (c) the member is no longer a **member or the Church** or **adherent of the Church**, or
 - (d) the member's behaviour is inconsistent with the **religious character** of the **Company**.
- 20.2 At least 14 days before the directors' meeting at which a resolution under clause 20.1 will be considered, the secretary must notify the member in writing:
- (a) that the directors are considering a resolution to warn, suspend or expel the member
 - (b) that this resolution will be considered at a directors' meeting and the date of that meeting
 - (c) what the member is said to have done or not done
 - (d) the nature of the resolution that has been proposed, and
 - (e) that the member may provide an explanation to the directors, and details of how to do so.
- 20.3 Before the directors pass any resolution under clause 20.1, the member must be given a chance to explain or defend themselves by:
- (a) sending the directors a written explanation before that directors' meeting, and/or
 - (b) speaking at the meeting.
- 20.4 After considering any explanation under clause 20.3, the directors may:
- (a) take no further action
 - (b) warn the member
 - (c) suspend the member's rights as a member for a period of no more than 12 months
 - (d) expel the member
 - (e) refer the decision to an unbiased, independent person on conditions that the directors consider appropriate (however, the person can only make a decision that the directors could have made under this clause), or
 - (f) require the matter to be determined at a **general meeting**.
- 20.5 The directors cannot fine a member.
- 20.6 The secretary must give written notice to the member of the decision under clause 20.4 as soon as possible.
- 20.7 Disciplinary procedures must be completed as soon as reasonably practical.
- 20.8 There will be no liability for any loss or injury suffered by the member as a result of any decision made in good faith under this clause.

General meetings of members

21 General meetings called by directors

- 21.1 The directors may call a **general meeting**.
- 21.2 If members with at least 5% of the votes that may be cast at a **general meeting** make a written request to the **Company** for a **general meeting** to be held, the directors must:

- (a) within 21 days of the members' request, give all members notice of a **general meeting**, and
 - (b) hold the **general meeting** within 2 months of the members' request.
- 21.3 The percentage of votes that members have (in clause 21.2) is **to be worked out as at midnight** before the members request the meeting.
- 21.4 The members who make the request for a **general meeting** must:
 - (a) state in the request any resolution to be proposed at the meeting
 - (b) sign the request, and
 - (c) give the request to the **Company**.
- 21.5 Separate copies of a document setting out the request may be signed by members if the wording of the request is the same in each copy.
- 21.6 Cancellation or Postponement
 - (a) Where a meeting of Members (including an annual general meeting) is convened by the directors they may by notice, whenever they think fit, cancel the **general meeting** or postpone the holding of the **general meeting** to a date and time determined by them.
 - (b) This clause 21.6 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 **general meeting** convened by a Court.
- 21.7 Notice of cancellation, 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 **general meeting** of the Members under the **Corporations Act**.
- 21.8 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 or more places, the technology that shall be used to facilitate the holding of the **general meeting** in that manner.
- 21.9 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 **general 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**.
- 21.10 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**.
- 21.11 Where the date for holding the **general meeting** is postponed to a date later than the date specified in the instrument of proxy as detailed in clause 38.4, then, by force of this clause 21.11, 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 forty-eight (48) hours before the time to which the holding of the **general meeting** has been postponed.

22 General meetings called by members

- 22.1 If the directors do not call the meeting within 21 days of being requested under clause 21.2, 50% or more of the members who made the request may call and arrange to hold a **general meeting**.
- 22.2 To call and hold a meeting under clause 22.1 the members must:
- (a) as far as possible, follow the procedures for **general meetings** set out in this constitution
 - (b) call the meeting using the list of members on the **Company's** member register, which the **Company** must provide to the members making the request at no cost, and
 - (c) hold the **general meeting** within three months after the request was given to the **Company**.
- 22.3 The **Company** must pay the members who request the **general meeting** any reasonable expenses they incur because the directors did not call and hold the meeting.

23 Annual general meeting

- 23.1 A **general meeting**, called the annual **general meeting**, must be held:
- (a) within 18 months after registration of the **Company**, and
 - (b) after the first annual **general meeting**, at least once in every calendar year.
- 23.2 Even if these items are not set out in the notice of meeting, the business of an annual **general meeting** may include:
- (a) a review of the **Company's** activities
 - (b) a review of the **Company's** finances
 - (c) any auditor's report
 - (d) the election of directors, and
 - (e) the appointment and payment of auditors, if any.
- 23.3 Before or at the annual **general meeting**, the directors must give information to the members on the **Company's** activities and finances during the period since the last annual **general meeting**.
- 23.4 The **chairperson** of the annual **general meeting** must give members as a whole a reasonable opportunity at the meeting to ask questions or make comments about the management of the **Company**.

24 Notice of general meetings

- 24.1 Notice of a **general meeting** must be given to:
- (a) each member entitled to vote at the meeting
 - (b) each director, and
 - (c) the auditor (if any).
- 24.2 Notice of a **general meeting** must be provided in writing at least 21 days before the meeting.
- 24.3 Subject to clause 24.4, notice of a meeting may be provided less than 21 days before the meeting if:
- (a) for an annual **general meeting**, all the members entitled to attend and vote at the annual **general meeting** agree beforehand, or

- (b) for any other **general meeting**, members with at least 95% of the votes that may be cast at the meeting agree beforehand.
- 24.4 Notice of a meeting cannot be provided less than 21 days before the meeting if a resolution will be moved to:
- (a) remove a director
 - (b) appoint a director in order to replace a director who was removed, or
 - (c) remove an auditor.
- 24.5 Notice of a **general meeting** must include:
- (a) the place, date and time for the meeting (and if the meeting is to be held in two or more places, the technology that will be used to facilitate this)
 - (b) the general nature of the meeting's business
 - (c) if applicable, that a **special resolution** is to be proposed and the words of the proposed resolution
 - (d) a statement that members have the right to appoint proxies and that, if a member appoints a proxy:
 - i. whether the proxy needs to be a member of the **Company**
 - ii. the proxy form must be delivered to the **Company** at its registered address or the address (including an electronic address) specified in the notice of the meeting, and
 - iii. the proxy form must be delivered to the **Company** at least 48 hours before the meeting.
- 24.6 If a **general meeting** is adjourned (put off) for one month or more, the members must be given new notice of the resumed meeting.

25 Quorum at general meetings

- 25.1 For a **general meeting** to be held, at least twenty percent (20%) of members (a quorum) must be present (in person or by proxy) for the whole meeting. When determining whether a quorum is present, a person may only be counted once (even if that person is a proxy of more than one member).
- 25.2 No business may be conducted at a **general meeting** if a quorum is not present.
- 25.3 If there is no quorum present within 30 minutes after the starting time stated in the notice of **general meeting**, the **general meeting** is adjourned to the date, time and place that the **chairperson** specifies. If the **chairperson** does not specify one or more of those things, the meeting is adjourned to:
- (a) if the date is not specified – the same day in the next week
 - (b) if the time is not specified – the same time, and
 - (c) if the place is not specified – the same place.
- 25.4 If no quorum is present at the resumed meeting within 30 minutes after the starting time set for that meeting, the meeting is cancelled.

26 Auditor's right to attend meetings

- 26.1 The auditor (if any) is entitled to attend any **general meeting** and to be heard by the members on any part of the business of the meeting that concerns the auditor in the capacity of auditor.
- 26.2 The **Company** must give the auditor (if any) any communications relating to the **general meeting** that a member of the **Company** is entitled to receive.

27 Using technology to hold meetings

- 27.1 The **Company** may hold a **general meeting** at two or more venues using any technology that gives the members as a whole a reasonable opportunity to participate, including to hear and be heard.
- 27.2 Anyone using this technology is taken to be present in person at the meeting.

28 Chairperson for general meetings

- 28.1 The **chairperson** is entitled to chair **general meetings**.
- 28.2 The members present and entitled to vote at a **general meeting** may choose a director or member to be the chairperson for that meeting if:
- (a) there is no **chairperson**, or
 - (b) the **chairperson** is not present within 30 minutes after the starting time set for the meeting, or
 - (c) the **chairperson** is present but says they do not wish to act as **chairperson** of the meeting.

29 Role of the chairperson

- 29.1 The **chairperson** is responsible for the conduct of the **general meeting**, and for this purpose must give members a reasonable opportunity to make comments and ask questions (including to the auditor (if any)).
- 29.2 The **chairperson** does not have a casting vote.

30 Adjournment of meetings

- 30.1 If a quorum is present, a **general meeting** must be adjourned if a majority of **members present** direct the **chairperson** to adjourn it.
- 30.2 Only unfinished business may be dealt with at a meeting resumed after an adjournment.

Members' resolutions and statements

31 Members' resolutions and statements

- 31.1 Members with at least 5% of the votes that may be cast on a resolution may give:
- (a) written notice to the **Company** of a resolution they propose to move at a **general meeting** (members' resolution), and/or
 - (b) a written request to the **Company** that the **Company** give all of its members a statement about a proposed resolution or any other matter that may properly be considered at a **general meeting** (members' statement).
- 31.2 A notice of a members' resolution must set out the wording of the proposed resolution and be signed by the members proposing the resolution.

- 31.3 A request to distribute a members' statement must set out the statement to be distributed and be signed by the members making the request.
- 31.4 Separate copies of a document setting out the notice or request may be signed by members if the wording is the same in each copy.
- 31.5 The percentage of votes that members have (as described in clause 31.1) is to be worked out as at midnight before the request or notice is given to the **Company**.
- 31.6 If the **Company** has been given notice of a members' resolution under clause 31.1(a), the resolution must be considered at the next **general meeting** held more than two months after the notice is given.
- 31.7 This clause does not limit any other right that a member has to propose a resolution at a **general meeting**.

32 Company must give notice of proposed resolution or distribute statement

- 32.1 If the **Company** has been given a notice or request under clause 31:
- (a) in time to send the notice of proposed members' resolution or a copy of the members' statement to members with a notice of meeting, it must do so at the **Company's** cost, or
 - (b) too late to send the notice of proposed members' resolution or a copy of the members' statement to members with a notice of meeting, then the members who proposed the resolution or made the request must pay the expenses reasonably incurred by the **Company** in giving members notice of the proposed members' resolution or a copy of the members' statement. However, at a **general meeting**, the members may pass a resolution that the **Company** will pay these expenses.
- 32.2 The **Company** does not need to send the notice of proposed members' resolution or a copy of the members' statement to members if:
- (a) it is more than 1 000 words long
 - (b) the directors consider it may be defamatory
 - (c) clause 32.1(b) applies, and the members who proposed the resolution or made the request have not paid the **Company** enough money to cover the cost of sending the notice of the proposed members' resolution or a copy of the members' statement to members, or
 - (d) in the case of a proposed members' resolution, the resolution does not relate to a matter that may be properly considered at a **general meeting** or is otherwise not a valid resolution able to be put to the members.

33 Circular resolutions of members

- 33.1 Subject to clause 33.3, the directors may put a resolution to the members to pass a resolution without a **general meeting** being held (a circular resolution).
- 33.2 The directors must notify the auditor (if any) as soon as possible that a circular resolution has or will be put to members, and set out the wording of the resolution.
- 33.3 Circular resolutions cannot be used:
- (a) for a resolution to remove an auditor, appoint a director or remove a director
 - (b) for passing a **special resolution**, or

- (c) where the **Corporations Act** or this constitution requires a meeting to be held.
- 33.4 A circular resolution is passed if all the members entitled to vote on the resolution sign or agree to the circular resolution, in the manner set out in clause 33.5 or clause 33.6.
- 33.5 Members may sign:
 - (a) a single document setting out the circular resolution and containing a statement that they agree to the resolution, or
 - (b) separate copies of that document, as long as the wording is the same in each copy.
- 33.6 The **Company** may send a circular resolution by email to members and members may agree by sending a reply email to that effect, including the text of the resolution in their reply.

Voting at general meetings

34 How many votes a member has

Each member has one vote.

35 Challenge to member's right to vote

- 35.1 A member or the **chairperson** may only challenge a person's right to vote at a **general meeting** at that meeting.
- 35.2 If a challenge is made under clause 35.1, the **chairperson** must decide whether or not the person may vote. The **chairperson's** decision is final.

36 How voting is carried out

- 36.1 Voting must be conducted and decided by:
 - (a) a show of hands
 - (b) a vote in writing, or
 - (c) another method chosen by the **chairperson** that is fair and reasonable in the circumstances.
- 36.2 Before a vote is taken, the **chairperson** must state whether any proxy votes have been received and, if so, how the proxy votes will be cast.
- 36.3 On a show of hands, the **chairperson's** decision is conclusive evidence of the result of the vote.
- 36.4 The **chairperson** and the meeting minutes do not need to state the number or proportion of the votes recorded in favour or against on a show of hands.

37 When and how a vote in writing must be held

- 37.1 A vote in writing may be demanded on any resolution instead of or after a vote by a show of hands by:
 - (a) at least five **members present**
 - (b) **members present** with at least 5% of the votes that may be passed on the resolution on the vote in writing (worked out as at the midnight before the vote in writing is demanded), or
 - (c) the **chairperson**.
- 37.2 A vote in writing must be taken when and how the **chairperson** directs, unless clause 37.3 applies.

37.3 A vote in writing must be held immediately if it is demanded under clause 37.1:

- (a) for the election of a **chairperson** under clause 28.2, or
- (b) to decide whether to adjourn the meeting.

37.4 A demand for a vote in writing may be withdrawn.

38 Appointment of proxy

38.1 A member may appoint a proxy to attend and vote at a **general meeting** on their behalf.

38.2 A proxy must be a member unless the **Corporations Act** provisions applying to the **Company** require otherwise.

38.3 A proxy appointed to attend and vote for a member has the same rights as the member to:

- (a) speak at the meeting
- (b) vote in a vote in writing (but only to the extent allowed by the appointment), and
- (c) join in to demand a vote in writing under clause 37.1.

38.4 An appointment of proxy (proxy form) must be signed by the member appointing the proxy and must contain:

- (a) the member's name and address
- (b) the **Company's** name
- (c) the proxy's name or the name of the office held by the proxy, and
- (d) the meeting(s) at which the appointment may be used.

38.5 A proxy appointment may be standing (ongoing).

38.6 Proxy forms must be received by the **Company** at the address stated in the notice under clause 24.5(d) or at the **Company's** registered address at least 48 hours before a meeting.

38.7 A proxy does not have the authority to speak and vote for a member at a meeting while the member is at the meeting.

38.8 Unless the **Company** receives written notice before the start or resumption of a **general meeting** at which a proxy votes, a vote cast by the proxy is valid even if, before the proxy votes, the appointing member:

- (a) dies
- (b) is mentally incapacitated
- (c) revokes the proxy's appointment, or
- (d) revokes the authority of a representative or agent who appointed the proxy.

38.9 A proxy appointment may specify the way the proxy must vote on a particular resolution.

39 Voting by proxy

39.1 A proxy is not entitled to vote on a show of hands (but this does not prevent a member appointed as a proxy from voting as a member on a show of hands).

39.2 When a vote in writing is held, a proxy:

- (a) does not need to vote, unless the proxy appointment specifies the way they must vote
- (b) if the way they must vote is specified on the proxy form, must vote that way, and

- (c) if the proxy is also a member or holds more than one proxy, may cast the votes held in different ways.

Directors

40 Composition of the Board

- 40.1 The **Company** must have a board of at least four (4) and no more than eight (8) directors, including:
- (a) at least two (2) and up to six (6) persons elected by the members;
 - (b) two (2) Ex-officio directors who are not required to be elected, namely,
 - i. the **Pastoral Team Leader** of the **Church** as appointed from time to time (if any), and
 - ii. **Head of School** as appointed from time to time.
- 40.2 Of the number of directors referred to in clause 40.1(a) the **Board** may include up to one (1) independent director elected or appointed by the members of the **Company** who is not themselves a member of the **Company**. This independent director shall:
- (a) be a committed Christian
 - (b) be a regular attendee of a local church.
 - (c) sign and return to the **Company Secretary** a document in a form approved by the directors in which they declare their commitment to:
 - i. the Objects, and
 - ii. comply with the **Company's** Constitution, including the **religious character**.
 - (d) provide to the **Company Secretary** a document in a form approved by the directors confirming compliance with the requirements of clauses 40.2(a) to 40.2(c) above. This shall be obtained from the senior pastor or equivalent of their local church.
- 40.3 All directors must confirm that they:
- (a) subscribe to and will live consistently with the **religious character** of the **Company**; and
 - (b) are not ineligible to be a director under the **Corporations Act** or the **ACNC Act**; and
 - (c) are not ineligible to be a director under any **educational or funding legislation** applicable to the **Company**; and
 - (d) are not prohibited from being a director under any **child protection legislation** applicable to the **Company**.
- 40.4 The initial directors are the people who have agreed to act as directors and who are named as proposed directors in the application for registration of the **Company**.

41 Election of directors by members

- 41.1 The members may elect a director by a resolution passed in a **general meeting** [unless the director is an employee, or member of the **immediate family** of an employee, of the **Company** who may be elected only by a **special resolution**.]
- 41.2 Each of the directors must be appointed by a separate resolution.
- 41.3 A person is eligible for election as a director of the **Company** if they:

- (a) are a member of the **Company**, unless they are an independent director appointed or elected under clause 40.2,
- (b) are nominated by two members (unless the person was previously elected as a director at a **general meeting** and has been a director since that meeting),
- (c) give the **Company** their signed consent to act as a director of the **Company**, and
- (d) meet the criteria in clause 40.3.

42 Election process

- 42.1 All voting for election of directors shall be by ballot, or by lot, in accordance with this clause.
- 42.2 Two (2) scrutineers shall be elected from the Members present. The scrutineers are entitled to vote.
- 42.3 The scrutineers shall:
- (a) take reasonable steps to satisfy themselves regarding the integrity of the ballot,
 - (b) eliminate any invalid or informal votes,
 - (c) count the ballot, and
 - (d) check by draw any lot.
- 42.4 Members may vote for not more than four (4) candidates at each ballot referred to in this clause
- 42.5 The names of those candidates will be submitted to a one and only ballot, and any candidate who receives an absolute majority of votes of the Members present and voting at the meeting, shall be declared elected.
- 42.6 If there is an equality of votes for candidates receiving an absolute majority of votes of the Members present and voting, and a choice needs to be made between two (2) or more equal candidates, then the **chairperson** of the meeting may decide the successful candidate or candidates, by lot.

43 Alternate to the Pastoral Team Leader

- 43.1 The **Pastoral Team Leader** may appoint a member, being a **Church** pastoral team member, as an alternate to exercise these powers as a director for a specified period. The person appointed must meet the criteria for directors in clause 40.3
- 43.2 The **Pastoral Team Leader** may terminate the alternate's appointment at any time.
- 43.3 An appointment or its termination must be in writing. A copy must be given to the secretary.
- 43.4 The **Company** must give the alternate notice of directors meetings.
- 43.5 The directors may require the **Pastoral Team Leader** to terminate the appointment of the alternate by giving 14 days notice to the **Pastoral Team Leader**.

44 Casual Vacancy

- 44.1 The directors may appoint a person as a director to fill a casual vacancy if that person:
- (a) gives the **Company** their signed consent to act as a director of the **Company**, and
 - (b) meet the criteria in clause 40.3 and
 - (c) is a member of the **Company**, if the director being replaced was elected by members, or

44.2 If the number of directors is reduced to fewer than three or is less than the number required for a quorum, the continuing directors may act for the purpose of increasing the number of directors to three (or higher if required for a quorum) or calling a **general meeting**, but for no other purpose.

45 Election of chairperson

45.1 At the first **Board** meeting after each annual **general meeting** the directors must elect from their number a director as the **Company's chairperson** and a director as a vice-chairperson, and may also determine the period for which the persons elected as **Chairperson** and vice-chairperson to hold office. The **chairperson** and vice-chairperson must be a member and not an Ex-officio or independent director of the **Company**.

45.2 No employee of the **School** or the spouse of an employee or member of the **immediate family** of an employee is eligible to be appointed as **chairperson** except with the unanimous approval of the remainder of the directors.

45.3 If the **chairperson** ceases to be a director, that person must immediately vacate the office of **chairperson**.

46 Term of office

46.1 At each annual **general meeting**:

- (a) any director appointed by the directors to fill a casual vacancy must retire, and
- (b) at least half of the total directors, excluding the directors in clause 40.1(b), must retire, and
- (c) Any independent director appointed under clause 40.2 must retire.

46.2 The directors who must retire at each annual **general meeting** under clause 46.1(b) will be the directors who have been longest in office since last being elected regardless of how elected and any other director who has held office for two (2) years or more since last being elected. Where directors were elected on the same day, the director(s) to retire will be decided by lot unless they agree otherwise.

46.3 Other than a director appointed under clause 44, a director's term of office starts at the end of the annual **general meeting** at which they are elected and ends at the end of the annual **general meeting** at which they retire.

46.4 A director who retires under clause 46.1 may nominate for election or re-election, subject to clause 46.5.

46.5 A director who has held office for a continuous period of ten years or more may only be re-appointed or re-elected by a **special resolution**.

47 When a director stops being a director

A director stops being a director if they:

- (a) give written notice of resignation as a director to the **Company**
- (b) die
- (c) are removed as a director by a resolution of the members
- (d) become bankrupt or makes any general arrangement or composition with their creditors; or

- (e) become 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; or
- (f) ceases to subscribe to and live consistently with the **religious character** of the **Company**;
or
- (g) are found by a 75% majority of the directors to have made statements or conducted themselves in such a way as to discredit or bring into disrepute either themselves, the **Company**, or any member of the **Company**, or the **School**; or
- (h) are absent for three (3) consecutive directors' meetings during a period of not less than three (3) months without approval from the directors, or
- (i) becomes prohibited from being a director by reason of any order of any court of competent jurisdiction, or
- (j) ceases to subscribe without reservation to the Statement of Faith, or
- (k) ceases to be a member of the **Company** except in the case of an independent director as appointed under clause 40.2.
- (l) become ineligible to be a director of the **Company** under:
 - i. the **Corporations Act**, or
 - ii. the **ACNC Act**, or
 - iii. any **educational or funding legislation** applicable to the **Company**, or
 - iv. any **child protection legislation** applicable to the **Company**.

48 Defects in appointment

If it is discovered that:

- (a) there was a defect in the appointment of a person as a director; or
- (b) a person appointed as a director was ineligible or disqualified;

all acts of the directors before the discovery was made are as valid as if the person had been duly appointed and was not disqualified.

Powers of directors

49 Powers of directors

- 49.1 The directors are responsible for managing and directing the activities of the **Company** and any institution operated by it (including the **School**) to achieve the purposes set out in clause 9.
- 49.2 The directors may use all the powers of the **Company** except for powers that, under the **Corporations Act** or this constitution, may only be used by members.
- 49.3 The directors must decide on the responsible financial management of the **Company** including:
 - (a) any suitable written delegations of power under clause 50, and
 - (b) how money will be managed, such as how electronic transfers, negotiable instruments or cheques must be authorised and signed or otherwise approved.
- 49.4 The directors cannot remove a director or auditor. Directors and auditors may only be removed by a members' resolution at a **general meeting**.

49.5 Without limiting the generality of clause 49.1 and 49.2, and subject to any trusts relating to the assets of the **Company** and clause 49.6, the directors may exercise all the powers of the **Company** to borrow or raise money, to charge any property or business of the **Company**, and to give any security for a debt, liability or obligation of the **Company** or of any other person.

49.6 Any real property owned by the **Company** may only be sold, transferred or assigned with the prior approval of Members in **general meeting**.

50 Delegation of directors' powers

50.1 The directors may delegate any of their powers and functions to a committee, a director, an employee of the **Company** (such as the Principal) or any other person, as they consider appropriate and in accordance with any conditions as they consider appropriate.

50.2 The delegation must be recorded in the **Company's** minute book.

50.3 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 section 198D of the **Corporations Act**.

50.4 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.

50.5 A power of attorney granted under clause 50.4 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.

51 Payments to directors

51.1 The **Company** must not pay fees to a director for acting as a director.

51.2 The **Company** may:

- (a) pay a director for work they do for the **Company**, other than as a director, if the amount is no more than a reasonable fee for the work done, or
- (b) reimburse a director for expenses properly incurred by the director in connection with the affairs of the **Company**.

51.3 Any payment made under clause 51.2 must be approved by the directors.

51.4 The **Company** may pay premiums for insurance indemnifying directors, as allowed for by law (including the **Corporations Act**) and this constitution.

52 Execution of documents

The **Company** may execute a document without using a common seal if the document is signed by:

- (a) two directors of the **Company**, or
- (b) a director and the secretary.

Duties of directors

53 Duties of directors

The directors must comply with their duties as directors under legislation and common law (judge-made law), and with the duties described in governance standard 5 of the regulations made under the **ACNC Act** which are:

- (a) to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a director of the **Company**
- (b) to act in good faith in the best interests of the **Company** and to further the charitable purpose(s) of the **Company** set out in clause 9.
- (c) not to misuse their position as a director
- (d) not to misuse information they gain in their role as a director
- (e) to disclose any perceived or actual material conflicts of interest in the manner set out in clause 54
- (f) to ensure that the financial affairs of the **Company** are managed responsibly, and
- (g) not to allow the **Company** to operate while it is insolvent.

54 Conflicts of interest

54.1 A director must disclose the nature and extent of any actual or perceived material conflict of interest in a matter that is being considered at a meeting of directors (or that is proposed in a circular resolution):

- (a) to the other directors, or
- (b) if all of the directors have the same conflict of interest, to the members at the next **general meeting**, or at an earlier time if reasonable to do so.

54.2 The disclosure of a conflict of interest by a director must be recorded in the minutes of the meeting.

54.3 Each director who has a material personal interest in a matter that is being considered at a meeting of directors (or that is proposed in a circular resolution) must not, except as provided under clause 54.4:

- (a) be present at the meeting while the matter is being discussed, or
- (b) vote on the matter.

54.4 A director may still be present and vote if:

- (a) their interest arises because they are a member of the **Company**, and the other members have the same interest
- (b) their interest relates to an insurance contract that insures, or would insure, the director against liabilities that the director incurs as a director of the **Company** (see clause 75)
- (c) their interest relates to a payment by the **Company** under clause 74 (indemnity), or any contract relating to an indemnity that is allowed under the **Corporations Act**
- (d) the Australian Securities and Investments Commission (ASIC) makes an order allowing the director to vote on the matter, or

- (e) the directors who do not have a material personal interest in the matter pass a resolution that:
 - i. identifies the director, the nature and extent of the director's interest in the matter and how it relates to the affairs of the **Company**, and
 - ii. says that those directors are satisfied that the interest should not stop the director from voting or being present.

54.5 The quorum for consideration at a directors' Meeting of a matter in which one (1) or more directors have a material personal interest is three (3) directors who are entitled to vote on any motion that may be moved at the directors' Meeting in relation to that matter.

Directors' meetings

55 When the directors meet

The directors may decide how often, where and when they meet.

56 Calling directors' meetings

- 56.1 A director may call a directors' meeting by giving reasonable notice to all of the other directors.
- 56.2 A director may give notice in writing or by any other means of communication that has previously been agreed to by all of the directors.
- 56.3 Upon the written requisition of any two (2) directors, the **Chairperson** or, in their absence, the vice-chairperson, or in their absence the **Company Secretary**, must convene a special directors' meeting to be held within fourteen (14) days after the receipt of the requisition. The requisition must set out the purpose for which the special directors' meeting is required.

57 Chairperson for directors' meetings

- 57.1 The **chairperson** is entitled to chair directors' meetings, or in their absence, the vice-chairperson.
- 57.2 The directors at a directors' meeting may choose a director to be the **chairperson** for that meeting if the **chairperson** is:
 - (a) not present within 30 minutes after the starting time set for the meeting, or
 - (b) present but does not want to act as **chairperson** of the meeting.

58 Quorum at directors' meetings

- 58.1 Unless the directors determine otherwise, the quorum for a directors' meeting is a majority (more than 50%) of directors. Additionally, at least half of the directors present must be members of the **Company**.
- 58.2 A quorum must be present for the whole directors' meeting.

59 Using technology to hold directors' meetings

- 59.1 The directors may hold their meetings by using any technology (such as video or teleconferencing) by which they are able to simultaneously hear each other and participate in discussion, that is agreed to by all of the directors.
- 59.2 The directors' agreement may be a standing (ongoing) one.
- 59.3 A director may only withdraw their consent within a reasonable period before the meeting.

59.4 A director who participates in a meeting held in accordance with clause 59.1 is deemed to be present and entitled to vote at the meeting.

60 Passing directors' resolutions

60.1 A directors' resolution must be passed by a majority of the votes cast by directors present and entitled to vote on the resolution.

60.2 In the case of an equality of votes, the chair of the directors' meeting does not have a casting vote in addition to his deliberative vote.

61 Circular resolutions of directors

61.1 The directors may pass a circular resolution without a directors' meeting being held.

61.2 A circular resolution is passed if a majority (more than 50%) of all the directors entitled to vote on the resolution sign or otherwise agree to the resolution in the manner set out in clause 61.3 or clause 61.4. Additionally, at least half of the directors voting must be members of the **Company**.

61.3 Each director may sign:

- (a) a single document setting out the resolution and containing a statement that they agree to the resolution, or
- (b) separate copies of that document, as long as the wording of the resolution is the same in each copy.

61.4 The **Company** may send a circular resolution by email to the directors and the directors may agree to the resolution by sending a reply email to that effect, including the text of the resolution in their reply.

62 Confidentiality Obligations

Every director and other agent or officer of the **Company** must keep secret all aspects of all transactions of the **Company**, except:

- (a) to the extent necessary to enable the person to perform their duties to the **Company**;
- (b) as required by law;
- (c) when requested to disclose information by the directors to the auditor or a **general meeting** of the **Company**;
- (d) as otherwise permitted by the directors.

Board Sub-Committees

63 Board Sub-Committees

63.1 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 sub-committee or directors' committees consisting of such one (1) or more of their number as they think fit.

63.2 A directors' committee to which any powers have been delegated under clause 0.1 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.

Secretary

64 Appointment and role of secretary

- 64.1 The **Company** must have at least one secretary, who may also be a director.
- 64.2 A secretary must be appointed by the directors (after giving the **Company** their signed consent to act as secretary of the **Company**) and may be removed by the directors.
- 64.3 The directors must decide the terms and conditions under which the secretary is appointed, including any remuneration.
- 64.4 The role of the secretary includes:
- (a) maintaining a register of the **Company's** members, and
 - (b) maintaining the minutes and other records of **general meetings** (including notices of meetings), directors' meetings and circular resolutions.

School Staff

65 Appointment of Head of School and Staff

- 65.1 The **Head of School** must be appointed by the directors for such term and upon such conditions as they think fit and may be removed by the directors.
- 65.2 Any person appointed as **Head of School** must be eligible to be appointed as **Head of School** in accordance with applicable **education or funding legislation** and not prohibited from appointment by any **child protection legislation**.
- 65.3 The **Head of School** and any other person appointed to work within the **School** must subscribe to and live consistently with the **religious character** of the **Company**.
- 65.4 The **Head of School** shall:
- (a) be a committed Christian,
 - (b) be a **member of the Church** or an **adherent of the Church** except in the case of clause 65.5
 - (c) prior to his appointment as **Head of School** (or if the current **Head of School**, upon the adoption of this Constitution), sign and return to the **Company Secretary** a document in a form approved by the directors in which he declares his commitment to Clause 9, and.
 - (d) prior to his appointment as **Head of School** (or if the current **Head of School**, upon the adoption of this Constitution), provide to the **Company Secretary** a document in a form approved by the directors indicating the support of the **Church Executive** for his employment as **Head of School** by confirming his compliance with the requirements of clauses 65.4(a) to 65.4(c) above.
- 65.5 The directors may by resolution appoint a **Head of School** who cannot meet the requirement 65.465.4(b) to 65.465.4(d). In such cases, the directors shall put in place procedures to ensure that the **Head of School**:
- (a) Regularly attends a local church.
 - (b) Prior to his appointment as **Head of School** (or if the current **Head of School**, upon the adoption of this Constitution), provide to the **Company Secretary** a document in a form approved by the directors indicating the support of his local church executive for his

employment as **Head of School** by confirming his compliance with the requirements of clauses 65.465.4(a) and 65.465.4(c) above.

(c) Periodically attend the **Church**.

65.6 The directors shall put in place procedures to ensure that all staff, (including other staff of the **School**):

- (a) are committed Christians,
- (b) regularly attend a local church,
- (c) declare their commitment to Clause 9.

Supporting Organisations

66 Organisations established to support the School

66.1 The directors must give prior written approval to:

- (a) the establishment of supporting organisations to assist the **School**, including any **parents** and friends group;
- (b) the constitution of any supporting organisation;
- (c) the employment of staff by a supporting organisation.

66.2 The directors are to call the initial meeting of any supporting organisation and may appoint the initial officeholders.

66.3 The directors may disband any supporting organisation.

Minutes and records

67 Minutes and records

67.1 The **Company** must, within one month, make and keep the following records:

- (a) minutes of proceedings and resolutions of **general meetings**
- (b) minutes of circular resolutions of members
- (c) a copy of a notice of each **general meeting**, and
- (d) a copy of a members' statement distributed to members under clause 31.

67.2 The **Company** must, within one month, make and keep the following records:

- (a) minutes of proceedings and resolutions of directors' meetings (including meetings of any committees), and
- (b) minutes of circular resolutions of directors.

67.3 To allow members to inspect the **Company's** records:

- (a) the **Company** must give a member access to the records set out in clause 67.1, and
- (b) the directors may authorise a member to inspect other records of the **Company**, including records referred to in clause 67.2 and clause 68.1.

67.4 The directors must ensure that minutes of a **general meeting** or a directors' meeting are signed within a reasonable time after the meeting by:

- (a) the **chairperson** of the meeting, or

(b) the **chairperson** of the next meeting.

67.5 The directors must ensure that minutes of the passing of a circular resolution (of members or directors) are signed by a director within a reasonable time after the resolution is passed.

68 Financial and related records

68.1 The **Company** must make and keep written financial records that:

- (a) correctly record and explain its transactions and financial position and performance, and
- (b) enable true and fair financial statements to be prepared and to be audited.

68.2 The **Company** must also keep written records that correctly record its operations.

68.3 The **Company** must retain its records for at least 7 years.

68.4 The directors must take reasonable steps to ensure that the **Company's** records are kept safe.

Notice

69 What is notice

69.1 Anything written to or from the **Company** under any clause in this constitution is written notice and is subject to clauses 70 to 72, unless specified otherwise.

69.2 Clauses 70 to 72 do not apply to a notice of proxy under clause 38.6.

70 Notice to the Company

Written notice or any communication under this constitution may be given to the **Company**, the directors or the secretary by:

- (a) delivering it to the **Company's** registered office
- (b) posting it to the **Company's** registered office or to another address chosen by the **Company** for notice to be provided
- (c) sending it to an email address or other electronic address notified by the **Company** to the members as the **Company's** email address or other electronic address, or
- (d) sending it to the fax number notified by the **Company** to the members as the **Company's** fax number.

71 Notice to members

71.1 Written notice or any communication under this constitution may be given to a member:

- (a) in person
- (b) by posting it to, or leaving it at the address of the member in the register of members or an alternative address (if any) nominated by the member for service of notices
- (c) sending it to the email or other electronic address nominated by the member as an alternative address for service of notices (if any)
- (d) sending it to the fax number nominated by the member as an alternative address for service of notices (if any), or
- (e) if agreed to by the member, by notifying the member at an email or other electronic address nominated by the member, that the notice is available at a specified place or address (including an electronic address).

71.2 If the **Company** does not have an address for the member, the **Company** is not required to give notice in person.

72 When notice is taken to be given

A notice:

- (a) delivered in person, or left at a the recipient's address, is taken to be given on the day it is delivered
- (b) sent by post, is taken to be given on the third day after it is posted with the correct payment of postage costs
- (c) sent by email, fax or other electronic method, is taken to be given on the business day after it is sent, and
- (d) given under clause 71.1(e) is taken to be given on the business day after the notification that the notice is available is sent.

Financial year

73 Company's financial year

The **Company's** financial year is from 1 January to 31 December, unless the directors pass a resolution to change the financial year.

Indemnity, insurance and access

74 Indemnity

74.1 The **Company** indemnifies each officer of the **Company** out of the assets of the **Company**, to the relevant extent, against all losses and liabilities (including costs, expenses and charges) incurred by that person as an officer of the **Company**.

74.2 In this clause, 'officer' means a director or secretary and includes a director or secretary after they have ceased to hold that office.

74.3 In this clause, 'to the relevant extent' means:

- (a) to the extent that the **Company** is not precluded by law (including the **Corporations Act**) from doing so, and
- (b) for the amount that the officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including an insurer under an insurance policy).

74.4 The indemnity is a continuing obligation and is enforceable by an officer even though that person is no longer an officer of the **Company**.

75 Insurance

75.1 To the extent permitted by law (including the **Corporations Act**), and if the directors consider it appropriate, the **Company** may pay or agree to pay a premium for a contract insuring a person who is or has been an officer of the **Company** against any liability incurred by the person as an officer of the **Company**.

75.2 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 outcome) provided that the liability does not arise out of conduct involving:

- (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.

76 Directors' access to documents

76.1 A director has a right of access to the financial records of the **Company** at all reasonable times.

76.2 If the directors agree, the **Company** must give a director or former director access to:

- (a) certain documents, including documents provided for or available to the directors, and
- (b) any other documents referred to in those documents.

Winding up

77 Surplus assets not to be distributed to members

If the **Company** is wound up, any **surplus assets** must not be distributed to a member or a former member of the **Company**.

78 Distribution of surplus assets

78.1 Subject to the **Corporations Act** and any other applicable Act, and any court order, any **surplus assets** that remain after the **Company** is wound up must be distributed to one or more charities:

- (a) with charitable purpose(s) similar to, or inclusive of, the purpose(s) in clause 9,
- (b) which also prohibit the distribution of any **surplus assets** to its members to at least the same extent as the **Company**, and
- (c) which are exempt from income tax under section 50-5 of the *Income Tax Assessment Act 1997* (Cth) or some equivalent provision

78.2 The decision as to the charity or charities to be given the **surplus assets** must be made by a **special resolution** of members at or before the time of winding up. If the members do not make this decision, the **Company** may apply to the Supreme Court to make this decision.

Gift funds operated by the Company

79 Surplus gift fund assets not to be distributed to members

79.1 Where the **Company** has been endorsed as a deductible gift recipient in relation to a gift fund under the *Income Tax Assessment Act 1997* (Cth), then where:

- (a) the **Company** is wound up, or
- (b) the fund is wound up, or
- (c) the endorsement under the *Income Tax Assessment Act 1997* (Cth) is revoked,

any **surplus assets** of the fund remaining after payment of all liabilities must be transferred to an institution or fund that is a charity which also prohibits the distribution of any **surplus assets** to its members to at least the same extent as the **Company** and is an endorsed deductible gift recipient under the *Income Tax Assessment Act 1997* (Cth).

79.2 Where the **Company** operates more than one fund for which it is a deductible gift recipient and its endorsement under the *Income Tax Assessment Act 1997* (Cth) is revoked only in

relation to one of those funds then it may transfer any **surplus assets** of the fund after payment of all liabilities to any other fund for which it is endorsed as a deductible gift recipient

Common Seal

80 Safe custody of Common Seal

The directors must provide for the safe custody of any common seal or duplicate common seal of the **Company**.

81 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 **Company Secretary** or another person appointed by the directors to countersign that document or a class of documents in which that document is included.

Definitions and interpretation

82 Definitions

In this constitution:

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

adherent of the Church means a person who is a regular attendee of the **Church** and can provide written evidence from the **Church Executive** that they are a committed Christian and attends the **Church** regularly

Board means the **Company's** board of directors assembled at a meeting of directors in accordance with this Constitution

chairperson means a person elected by the directors to be the **Company's** chairperson under clause 45

child protection legislation means any legislation regarding the care and protection of children and young people including any screening legislation

Church means **Mayfield Baptist Church**

Church Executive means the Church Leadership Team as defined by the **Church**, which includes the appointed Pastors and Elders

Company means the company referred to in clause 1

Company Secretary means a person appointed under clause 64 and includes an acting Company Secretary and a person appointed by the directors to perform all or any of the duties of a Company Secretary.

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

education or funding legislation mean the Commonwealth and State or Territory legislation relating to the registration and funding of the **School**

general meeting means a meeting of members and includes the annual general meeting, under clause 23.1

Head of School means the principal or head teacher of the **School** as appointed under clause 65

immediate family means a person's spouse, child, mother or father, grandparent, grandchild, sibling, or child, mother or father, grandparent, grandchild or sibling of the person's spouse

initial member means a person who is named in the application for registration of the **Company**, with their consent, as a proposed member of the **Company**

member of the Church means a person who is a member of the **Church** in accordance with the **Church's** rules governing membership

parent means a parent or legal guardian of children currently enrolled at the **School**

Pastoral Team Leader means the pastoral team leader of the **Church** as appointed from time to time

registered charity means a charity that is registered under **the ACNC Act**

religious character means the religious character of the **Company** consistent with the Statement of Faith in clause 6 and Statement of Life and Conduct under clause 7 as understood in accordance with clause 0

School means the school known as Hunter Christian School operated by the **Company**

special resolution means a resolution:

- (a) of which notice has been given under clause 24.5(c), and
- (b) that has been passed by at least 75% of the votes cast by members present and entitled to vote on the resolution, and

surplus assets means any assets of the **Company** that remain after paying all debts and other liabilities of the **Company**, including the costs of winding up.

83 Reading this constitution with the Corporations Act

- 83.1 The replaceable rules set out in the **Corporations Act** do not apply to the **Company**.
- 83.2 While the **Company** is a **registered charity**, the **ACNC Act** and the **Corporations Act** override any clauses in this constitution which are inconsistent with those Acts.
- 83.3 If the **Company** is not a **registered charity** (even if it remains a charity), the **Corporations Act** overrides any clause in this constitution which is inconsistent with that Act.
- 83.4 A word or expression that is defined in the **Corporations Act**, or used in that Act and covering the same subject, has the same meaning as in this constitution.

84 Interpretation

In this constitution unless the contrary intention appears:

- (a) the words 'including', 'for example', or similar expressions mean that there may be more inclusions or examples than those mentioned after that expression,

- (b) reference to an Act includes every amendment, re-enactment, or replacement of that Act and any subordinate legislation made under that Act (such as regulations).
- (c) Words importing any gender include all other genders,
- (d) The singular includes the plural and vice versa,
- (e) A reference to a law includes regulations and instruments made under the law,
- (f) 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,
- (g) 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,
- (h) 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,
- (i) The words writing and written include 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,
- (j) A reference to an amount paid on a share includes an amount credited as paid on that share, and
- (k) Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia.

Appendix One

Statement of Life & Conduct

Hunter Christian School is a Christian learning community. As a Christian community it seeks to maintain itself by fostering those ideals and standards that are consistent with a Christian worldview. These ideals and standards are broadly moral; they would be characteristic of any community that was self-consciously Christian. This document is an attempt to specify those ideals and standards in accordance with the Statement of Faith of the **School**.

This Statement of Life and Conduct at Hunter Christian School seeks to set forth:

- a) **Assumptions and Principles:** those assumptions and principles which should guide the conduct of responsible Christians which are foundational as Hunter Christian School strives to maintain its identity as a Christian learning community.
- b) **Behavioural Standards:** In light of the above assumptions and biblical principles of Christian conduct, the specific expectations which seem most likely to require explicit statement in a community such as Hunter Christian School and are established for students, **parents** and staff of Hunter Christian School.

Assumptions and Principles

Basic Assumptions—Hunter Christian School strives to maintain its identity as a Christian learning community. The **School** expects that all members of the **School** community will accept that the **School**:

- a) Recognises the Bible to be the Word of God and hence fully authoritative in matters of faith and conduct.
- b) Has a sincere desire for that commitment to mature both in insight and behaviour.
- c) Understands that all **Board** members, staff and those in leadership roles will call themselves Christian by virtue of the grace of God and their personal commitment to Jesus Christ

Biblical Principles—The community recognises that biblical principles are foundational for corporate life and individual behaviour. Those principles which seem most pertinent are the following:

- d) Life within a Christian community must be lived to the glory of God, daily conforming ourselves to the image of Christ and recognising the Lordship of Christ in every activity (Matthew 22:36–38, 1 Corinthians 10:31, Colossians 3:9, 10, 17).
- e) Love for and accountability to God should motivate Christian conduct (Deuteronomy 6:5, 2 Corinthians 5:10).

- f) Consistent with the example and command of Jesus Christ, love and justice must be the determinative factors in the relationships of Christians with others (John 15:12–17, I John 4:7–12).
- g) Christians bear responsibility for service to others. They are responsible to serve their neighbours and be involved in the process of alleviating such pressing worldwide problems as poverty, hunger, disease, illiteracy and racism (Matthew 7:12, 25:31–46, Galatians 5:14, 6:10).
- h) The actions of Christians within a community are not solely a private matter. Accordingly members of the Hunter Christian School community must hold their neighbours accountable for the implications of their conduct when it directly affects the welfare of the wider **School** community (Matthew 18:15–17).
- i) The community collectively, and members individually, are responsible for the effective stewardship of abilities, opportunities and institutional resources (Luke 19:11–27, Corinthians 4:2).
- j) Attaining common goals and ensuring orderly community life may necessitate the subordination of some individual prerogatives. Specifically, as servants of Christ we are called to practice forbearance. Christian freedom includes the option of not doing some things in order to contribute to the good of the larger community (I Corinthians 8:9–13, 9:19–23, 10:23–33).
- k) Certain actions are expressly prohibited in Scripture and are, therefore, wrong. Christians are responsible to avoid those practices which are called sinful in Scripture. Similarly, Scripture commends some actions which are, therefore, right. There are other actions which are matters of individual conviction based on the given situation. In this latter area care must be exercised so as not to judge one another or to cause another to stumble or ourselves to fall (Matthew 7:1, Romans 14:1–23).
- l) Christians are not asked to live the Christian life simply on the basis of their own moral character and strength. God has provided the authoritative Word of Holy Scripture, the guiding power of the indwelling Holy Spirit and the counsel of the church—the body of believers both past and present. Christians are expected to study and obey the Scriptures, to cultivate a heart attitude which allows for the guidance of the indwelling Holy Spirit and to give serious consideration to the counsel of the people of God (II Timothy 3:16, II Peter 1:19–21, I John 2:27, I Peter 5:1–6).
- m) Important to an understanding of all behavioural standards is the obligation of Christians to separate themselves from worldliness (Romans 12:2, I John 2:15). Worldliness is a subtle issue involving uncritical conformity to the prevailing spirit of the age. One's disposition concerning such matters as materialism, secularism, isolationism, security, success, injustice, hedonism and moral relativism must stand in perpetual review.

General Principles—We acknowledge that it is impossible to create a community whose behavioural norms will be totally acceptable to every Christian. Nonetheless, we believe it is imperative for us to specify certain behavioural patterns which must be sustained in order that the objectives of the **School** can be met. Therefore, it is assumed that individuals who have voluntarily joined the Christian learning community at Hunter Christian School and are striving to exhibit the behaviour characteristic of a mature person of their age will:

- a) Understand that they have become part of an evangelical Christian tradition, which is to be respected and valued, but which is continuously subject to review and evaluation. They also have freedom to offer constructive criticism of this tradition.
- b) Explore the broad range of human opinion and ideas without necessarily engaging in the whole range of human behaviour.
- c) Strive to exemplify those positive elements of Christian behaviour that are taught in Scripture (Romans 12:6–21, Galatians 5:22, 23, Colossians 3:12–17, II Peter 1:5–9).
- d) Be concerned about the welfare of other individuals within the community and of the community as a whole.
- e) Assume responsibility for their own behaviour as it reflects upon their Lord, their community and themselves, particularly in the area of personal freedom, where discretion, moderation and restraint must be practiced.
- f) Continually assess themselves, their personal growth and their place within the community.

Behavioural Standards

In light of the above assumptions and biblical principles of Christian conduct, the specific expectations which follow are established for **Board** members, staff and other leaders within the Hunter Christian School. These expectations will also underpin the teaching program for students within the **School** in an age appropriate form.

It will be noted that these behavioural standards distinguish between practices governed by Scripture and practices governed by consent of the community for its common good. The latter, which are established to enhance the quality of community living, are not to be confused with specific God-given directives, which are required of all Christians.

Practices Governed by Scripture—The following behavioural expectations are binding on the **Board**, staff and leaders within the Hunter Christian School community.

- a) Members of the community will live in moderation and with concerns for the poor and marginalised of the community (Micah 6:8, Matthew 25: 31 – 46)

- b) Those words and actions which are expressly forbidden in Scripture, including but not limited to blasphemy, profanity, dishonesty, theft, drunkenness, sexual relations outside marriage between a man and a woman, will not be accepted, either on or off campus.
- c) Members of the community will strive to overcome pride, covetousness, jealousy, lust, immodesty, as all are destructive to the unity of the Body of Christ. Instead, each member of the community will enable and help others to nurture the fruit of the Spirit—love, joy, peace, patience, kindness, goodness, faithfulness, gentleness and self-control.
- d) Recognising the Christian obligation to submit to governing authorities (Romans 13:1, I Peter 2:13), individuals related to Hunter Christian School are expected to uphold the laws of the local community, the State or Territory and Commonwealth in accordance with the teaching and principles of Scripture.

Practices Governed by Consent of the Community for Its Common Good—In addition to behavioural obligations set forth in Scripture, **Board** members, staff and other leaders within this community choose to impose upon themselves the following rules for behaviour out of the conviction that they serve both the long-range interests of this institution and the immediate good of its individual members. Violations, therefore, must be regarded as serious breaches of integrity with this community to which each member has voluntarily chosen to associate.

- a) The principle of resting one day in seven was instituted by God for the benefit of the creatures made in God’s image. Because Jesus declared Himself to be Lord of the Sabbath and because the **Church** celebrates His resurrection on Sunday, the **School** will avoid business as usual on Sunday, particularly in terms of scheduling events and the use of facilities during the Sunday morning worship hours, unless necessary. Likewise the **School** will not promote community activities that would clash with Sunday morning worship hours.
- b) The **School** is smoke-free. Members of the community will not use tobacco products on campus, on adjacent properties or while attending **School**-related events or on **School**-related business. This standard is in keeping with the findings of medical authorities concerning the danger to one’s health in the use of tobacco products. Further, it recognises that Christians are responsible to be stewards of their bodies and considerate of the rights of others.
- c) The **School** is alcohol-free. The consumption of alcohol is prohibited while attending **School**-related events, on or off campus where students are present. This position reflects the **School**’s concern with the physical, social and personal effects of alcohol use and the growing body of knowledge about the detrimental effects of alcohol on brain development for children and adolescents. At no time will the illegal use or abuse of alcohol be tolerated by members of the community. The **Board**, staff and **parents** will

demonstrate responsible use of alcohol at any events where no students are present and alcohol is served.

- d) Members of the community are not to use or possess drugs illegally. This includes the use of those drugs prohibited by law and the abuse of those drugs controlled by law.