Constitution of

Hillbrook Anglican School Ltd

Hillbrook Anglican School

ACN 010 668 774
ABN 15 010 668 774

PO Box 469
Everton Park  Q  4053
Telephone: (07) 3354 3422
Fax:  (07) 3354 1057

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# INDEX

Preamble........................................................................................................................................3

1.0 Definitions..................................................................................................................................3

2.0 Interpretation of this Document .................................................................................................4

3.0 Company Limited by Guarantee...............................................................................................5

4.0 Replaceable Rules ......................................................................................................................5

5.0 Objects of the Company ............................................................................................................5

6.0 Transfer of Property....................................................................................................................6

7.0 Winding up of the Company ......................................................................................................6

8.0 Financial Reports and Audit .......................................................................................................6

9.0 Membership...............................................................................................................................7

10.0 Board of Directors....................................................................................................................9

11.0 Meetings of Members..............................................................................................................17

12.0 Proceedings at Meetings of Members ....................................................................................18

13.0 Secretary ................................................................................................................................21

14.0 Indemnity..................................................................................................................................23

15.0 Notices......................................................................................................................................24

16.0 Alteration of the Constitution ..................................................................................................24

Appendix (1)....................................................................................................................................25
A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

CONSTITUTION
OF
HILLBROOK ANGLICAN SCHOOL LIMITED

PREAMBLE
This Constitution is to be read in conjunction with Appendix 1 “The Church Institutions Canon” (in force from time to time) and the “Constitution for the Hillbrook Anglican School Society”.

1.0 DEFINITIONS

1.1 “Act” means the Corporations Act 2001 (C'th) or any statutory modification, amendment or re-enactment thereof for the time being in force in the State of Queensland;

1.2 “Auditor” means the auditor for the time being of the Company if one is required to be appointed under the Act;

1.3 “Board” means the members for the time being of the Board of Directors of the Company hereby constituted for any number of the Board Members (not being less than a quorum) present at a duly convened meeting of the Board;

1.4 “Board Member” means a director of the Company;

1.5 “Chairperson” means the Chairperson of the Board appointed in accordance with the Constitution;

1.6 “Church Representative” means the Archbishop of the Diocese of Brisbane of the Anglican Church of Australia or their appointee;

1.7 “Class A Members” means members who are full-time and/or part-time registered teachers employed by the School;

1.8 “Class B Members” means members who are parents or other supporters of the School;

1.9 “Committee Member” means a member of a committee constituted by the Board in accordance with this Constitution;

1.10 “Company” means Hillbrook Anglican School Ltd;

1.11 “Constitution” means this Constitution as amended from time to time;

1.12 “Deputy Chairperson” means the Deputy Chairperson of the Board appointed in accordance with the Constitution;

1.13 “Member” means an applicant accepted to membership of the Company by the Board and who has paid the annual membership fee;

1.14 “Register” means the Register of Members kept pursuant to the Act;
1.15 “School” means Hillbrook Anglican School which has its registered office at Hurdcote Street, Enoggera;
1.16 “School Principal” means the person who is the Principal of the School and chief executive officer of the Company;
1.17 “Secretary” means the Secretary of the Company;
1.18 “Year” means each year commencing on 1 January and concluding on the succeeding 31 December.

2.0 INTERPRETATION OF THIS DOCUMENT

Headings and marginal notes are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

(a) A reference to:

(i) legislation (including subordinate legislation) is to that legislation as amended, modified in relation to the Company, re-enacted or replaced, and includes any subordinate legislation issued under it;

(ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or notated;

(iii) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and

(iv) anything (including a right, obligation or concept) includes each part of it.

(b) A singular word includes the plural, and vice versa.

(c) A word which suggests one gender includes the other gender.

(d) If a word is defined, another part of speech has a corresponding meaning.

(e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

(f) The word agreement includes an undertaking or other binding arrangement or understanding, whether or not in writing.
(g) A power to do something includes a power, exercisable in the like circumstances, to revoke or undo it.

(h) A reference to a power is also a reference to authority or discretion.

(i) A reference to something being written or in writing includes that thing being represented or reproduced in any mode in a visible form.

(j) A word (other than a word defined in clause 1.0) which is defined by the Act has the same meaning in this document where it relates to the same matters as the matters for which it is defined in the Act.

(k) A reference to a Chapter, Part, Division, or section is a reference to a Chapter, Part, Division or section of the Act.

3.0 COMPANY LIMITED BY GUARANTEE

The Company is limited by guarantee and the liability of members is limited as provided by this Constitution at Clause 9.2.

4.0 REPLACEABLE RULES

The Replaceable Rules do not apply to the Company and are replaced by the rules set out in this document.

5.0 OBJECTS OF THE COMPANY

The Company's objects are:

5.1 To be a charitable institution for the purpose of education;
5.2 To found and operate co-educational schools;
5.3 To develop the philosophy of its schools which is to facilitate the intellectual, spiritual, physical and personal growth of each student in a community environment;
5.4 To develop the administrative structure of its schools;
5.5 To establish and convene the School's governing body, the Board of Directors;
5.6 To maintain a working relationship with the Anglican Church of Australia in accordance with the Church Institutions Canon as amended from time to time;
5.7 To purchase and to otherwise acquire and to mortgage, pledge, hire, sell or otherwise dispose of or deal with any real or personal property or in the interest therein which may be required or desirable for furthering the objects of the Company;
5.8 To develop, construct, alter, maintain and manage any house, building, work, structures, and grounds which the Company considers may be necessary or convenient;
5.9 To undertake and to execute any trust the Company considers necessary or desirable to accept the gift, endowment, bequest or devise made to the Company generally for the purpose of any trust attached to any gift, endowment, bequest or devise;

5.10 To make available facilities, apparatus, equipment and other resources to any person, trust, corporation, firm, association, institution, government authority or local government authority or other body for the purpose of carrying out any object of the Company;

5.11 To negotiate with relevant Commonwealth, State and Local Government Departments and any other relevant bodies as is necessary to establish and continue the schools;

5.12 To establish and maintain a working relationship with other government and non-government schools;

5.13 To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

6.0 TRANSFER OF PROPERTY

6.1 Subject to Clause 6.2, the Company must apply its income solely towards promoting the objects of the Company as stated in clause 5.0. No part of the Company’s income may be paid or transferred directly by way of dividend bonus or otherwise to Members.

6.2 Clause 6.1 does not prevent the payment of reasonable remuneration to any officer or employee of the Company or to any Member or other person in return for service rendered to the Company. In addition Clause 6.1 does not prevent the Company paying to a Member:

(a) interest on money lent by the Member to the Company at a rate not exceeding the rate charged by Australian banks for commercial loans;

(b) reasonable remuneration for goods supplied by the Member to the Company in the ordinary course of business; and

(c) reasonable rent for premises lent by the Member to the Company.

7.0 WINDING UP OF THE COMPANY

If the Company is wound up any surplus property must not be paid to Members but must be paid or transferred to another corporation, which complies with Section 150(1) of the Act.

8.0 FINANCIAL REPORTS AND AUDIT

8.1 Company must keep financial records

The Board must cause the Company to keep written financial records that:
(a) correctly record and explain its transactions (including transactions undertaken as trustee) and financial position and performance; and

(b) would enable true and fair financial statements to be prepared and audited, and must allow Board Members and the Auditor to inspect those records at all reasonable times.

8.2 Financial reporting
The Board must cause the Company to prepare a financial report and a directors’ report if required by the Act.

8.3 Audit
The Board must cause the Company’s financial report for each financial year to be audited and obtain an auditor’s report if required by the Act.

9.0 MEMBERSHIP

9.1 Membership
The Members are:

(a) Those persons who have met the criteria set out in Sections 9.5 and 9.6 of this Constitution; and

(b) Any other person the Board admits to membership.

9.2 Limited Liability of Members
If the Company is wound up each Member undertakes to contribute to the assets of the Company up to an amount not exceeding two dollars ($2.00) for payment of the debt and liabilities of the Company including the cost of the winding up. This undertaking continues for one year after the person ceases to be a Member.

9.3 Cessation of Membership
The rights and privileges of a Member are not transferable and cease upon his or her ceasing to be a Member, whether by death, retirement or termination.

9.4 Application for Membership

(a) An applicant for any class of membership of the Company must be proposed by one Member and seconded by another Member. The application for membership must be made in writing, set out the class of membership that the applicant is applying for and be signed by the applicant and his or her proposer and seconder and must be in such a form as the Board prescribes.

(b) No person shall be admitted to membership unless he or she agrees in writing to be bound by this Constitution.
(c) The Board may make provision for the procedures to be followed on application for membership, and for the rights, duties and liability (if any) of such members.

9.5 Membership Fees

(a) The membership fee for each class of membership is the sum the Members determine at the Annual General Meeting.

(b) The annual membership fees for each class of membership are payable prior to the Annual General Meeting (AGM).

(c) To vote at the AGM and any other general meeting, a Member must have paid the membership fee for that year.

9.6 Acceptance and Rejection of Members

(a) At the next meeting of the Board after the receipt of any application and the fee applicable for any class of membership, the application must be considered by the Board, who must determine to accept or reject the application.

(b) Any applicant who receives a majority of the votes of the Board Members present at the meeting at which the application is considered is accepted as a Member to the class of membership applied for.

(c) Upon rejection of an application for any class of membership the Secretary must give the applicant notice in writing of such rejection.

9.7 Termination of Membership

(a) A Member may at any time by giving notice in writing to the Secretary resign his or her membership of the Company, but continues to be liable for all moneys due by him or her to the Company and in addition for any sum for which he or she is liable as a Member under Clause 9.2 of this Constitution. Such resignation takes effect at the time the notice is received by the Secretary unless a later date is specified in the notice when it shall take effect on that later date.

(b) The Board may, by resolution, expel from the Company any Member who:

(i) is convicted of an indictable offence; or

(ii) fails to comply with any of the provisions of this Constitution; or
(iii) conducts himself or herself in a manner considered by the Board to be injurious or prejudicial to the character or interests of the Company or the School.

(c) At least 21 days before the Board holds a meeting to expel a Member, the Board must give a written notice to the Member which states:

(i) the allegations against the Member;

(ii) the proposed resolution for the Member’s expulsion;

(iii) that the Member has an opportunity to address the allegations in writing for the Board’s consideration.

(d) A member shall be deemed to have vacated his or her membership if he or she:

(i) dies;

(ii) becomes bankrupt, compounds with his or her creditors or makes any assignment of his or her salary or estate for their benefit;

(iii) 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;

(iv) has not paid his or her annual membership fees for that year;

(v) resigns his or her membership by notice in writing to the Company; or

(vi) being a Class A Member ceases employment at the School for any reason.

10.0 BOARD OF DIRECTORS

10.1 Membership of the Board
The Board consists of a Chairperson and a Deputy Chairperson both of whom are Class B Members, the School Principal, the Church Representative and 7 other Board Members. The School Principal and the Church Representative are ex officio members of the Board. The remaining 9 Board Members (Elected Board Members) are elected by the Members as follows:

(a) Five (each of whom must be a Class A member) must be elected by Class A Members; and
Four (each of whom must be a Class B Member) must be elected by Class B Members.

10.2 Eligibility criteria
A person can not be a Board Member (and can not be elected as a Board Member) if he or she is also a director or member of another school board or council.

10.3 Election of Board Members
The election of the Elected Board Members must take place in the following manner:

(a) Any two Members of the same class may nominate another Member of that class to serve as a Board Member.

(b) The nomination must be:

(i) in writing and signed by the Member and his or her proposer and seconder; and

(ii) must be lodged with the Secretary at least 28 days before the AGM at which the election is to take place.

(c) A list of Class A Member candidates' names in alphabetical order, the proposers' and seconders' names and a separate list of Class B Member candidates' names in alphabetical order, with the proposers' and seconders' names, must be posted in a conspicuous place in the office or usual place of meeting of the Company for at least 7 days immediately preceding the AGM.

(d) A balloting list for a ballot by Class A Members and a separate balloting list for a ballot by Class B Members must be prepared (if necessary) containing the names of the candidates eligible for each ballot in alphabetical order. Each Class A Member present at the AGM may vote for the number of candidates on the Class A Members' balloting list, as will result in the total number of Class A Members on the Board following the election being 5. Each Class B Member present at the AGM may vote for the number of candidates on the Class B balloting list as will result in the total number of Class B Members on the Board following the election being 4.

(e) If the number of candidates is equal or less than the number of vacancies for Board Members, those candidates are automatically elected without the need for a vote or ballot.

(f) Should, at the commencement of the AGM, there be insufficient number of candidates nominated from any class of Members, nominations for that class may be taken from the floor of the meeting from Members of the appropriate class.
(g) If candidates have an equal number of votes for a position of Board Member and neither candidate withdraws, the election for that position will be determined by placing the names of those candidates with equal votes into a container nominated by the Chairperson and the Chairperson (or someone nominated by the Chairperson) drawing a single name from that container.

10.4 Election of Chairperson and Deputy Chairperson
At the first board meeting following the AGM, the positions of Chairperson and Deputy Chairperson must be filled by election by the Board.

10.5 Retirement and Rotation of Board Members

(a) A Class A Member of the Board who ceases to be employed as a teacher at the School thereby ceases to be a member of the Board as from the employment termination date.

(b) At every Annual General Meeting at least one third of the Board Members (excluding ex officio members) must resign, being at least one member from each class.

(c) Retiring Members are eligible for re-election.

(d) The Board Members to retire at the Annual General Meeting are those who have been longest in office since their last election, but, as between persons who became Board Members on the same day, those to retire shall (unless they otherwise agree amongst themselves or by voluntary retirement) be determined by lot.

(e) Those members of the Board elected by Class A Members may at any time appoint a person to fill a casual vacancy in the Class A Members and those members of the Board elected by Class B Members may at any time appoint a person to fill a casual vacancy in the Class B elected Members.

(f) Any Board member appointed under Clause 10.5(e) holds office only until the next following AGM or Special General Meeting and is then eligible for re-election, but must not be taken into account in determining the Members who are to retire by rotation at that meeting.

(g) The continuing Board Members may act despite any casual vacancy in the Board. However if the number of continuing Board Members is reduced below the number fixed by this Constitution as the quorum of the Board, the continuing members may act to increase the number of Board Members to achieve a quorum, or of summoning a general meeting of the Company, but for no other purpose.
10.6 Cessation of Director’s appointment
A person automatically ceases to be a Board Member if the person:

(a) is not permitted by the Act (or an order made under the Act) to be a director;

(b) becomes disqualified from managing corporations under the Act;

(c) becomes of unsound mind or physically or mentally incapable of performing the functions of that office;

(d) fails to attend three consecutive board meetings without leave of absence from the Board;

(e) resigns by notice in writing to the Company;

(f) is removed from office under Clause 10.7;

(g) fails to obtain or maintain a suitability card for child related employment if he or she does not already hold one at the time of appointment, or to satisfy any other legal requirement related to eligibility for appointment as a Board Member; or

(h) becomes a member or director of any other school board or council.

10.7 Removal from office
Whether or not a Board Member’s appointment was expressed to be for a specified period, the Company by ordinary resolution may remove a Board Member from office.

10.8 Functions of the Board
Except as otherwise provided by this Constitution and subject to resolutions of the Members of the Company carried at any general meeting, the Board has:

(a) the general control and management of the administration of the affairs, property and funds of the Company and as specified in its Charter; and

(b) authority to interpret the meaning of this Constitution and any matter relating to the Company on which this Constitution is silent;

(c) (i) authority and responsibility to appoint the School Principal upon such terms as the Board and the School Principal may agree;

(ii) authority and responsibility to dismiss the Principal in accordance with the contract of employment between the Company and the Principal; and
the School Principal must be disqualified from voting in respect of any matter concerning his appointment or dismissal.

10.9 Powers of the Board
The Board may exercise all the powers of the Company:

(a) to borrow or raise or secure the payment of money in such manner as the Members of the Board may think fit and secure the same or the payment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Company in any way and in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of the Company's property, both present and future, and to purchase, redeem or pay off any such securities; and

(b) to invest resources in such manner as the Members of the Board may from time to time determine.

10.10 Meetings of the Board

(a) The Board shall meet as necessary each year to exercise its functions.

(b) At every meeting of the Board, six Members constitute a quorum.

(c) Subject to this Constitution, the Board may meet together and regulate its proceedings as it thinks fit: provided that questions arising at any meeting of the Board must be decided by a majority of the votes and, in the case of equality of votes, the question shall be deemed to be decided in the negative.

(d) At every meeting of the Board, the Members may choose one of their number to chair the meeting.

(e) If within half an hour from the time appointed for the commencement of a Board meeting a quorum is not present, the meeting shall lapse.

(f) A special meeting of the Board must be convened by the Secretary on the requisition in writing signed by not less than one-third of the Members of the Board, which requisition shall clearly state the reasons why such special meeting is being convened and the nature of the business to be transacted thereat.

(g) Not fewer than fourteen days notice shall be given by the Secretary to Board Members of any special meeting of the Board. Such notice shall clearly state the nature of the business to be discussed thereat. However, subject to ratification by the Board by resolution, the Secretary may in emergent
circumstances call a special meeting of the Board with fewer than fourteen days notice.

10.11 Board Members are not disqualified from holding other offices etc.

A Board Member is not disqualified from being a Board Member by reason only of:

(a) other than as set out in Clause 10.6(h), holding any office or place of profit or employment other than that of the Auditor;

(b) being a member or creditor of any corporation (including the Company) or partnership other than the Auditor; or

(c) entering into any agreement with the Company.

10.12 Board Members' interests

(a) Each Board Member must comply with the Act on the disclosure of his or her personal interests.

(b) The Board may make regulations requiring the disclosure of interests that a Board Member, and any person taken by the Board Members to be related to or associated with the Board Member, may have in any matter concerning the Company or a related body corporate. Any regulations made under this Constitution bind all Board Members.

(c) No act, transaction, agreement, instrument, resolution or other thing is invalid or voidable only because a person fails to comply with any regulation made under Clause 10.12(b).

(d) A Board Member who has a material personal interest in a matter that is being considered by the Board Members must not be present at a meeting while the matter is being considered nor vote on the matter, except where permitted by the Act.

(e) If a Board Member has an interest in a matter, then subject to Clause 10.12(b) and this Clause 10.12(e):

(i) that Board Member may not be counted in a quorum at the Board meeting that considers the matter that relates to the interest;

(ii) that Board Member may not participate in and vote on matters that relate to the interest;

(iii) the Company can proceed with any transaction that relates to the interest and the Board Member may participate in the execution of any relevant document by or on behalf of the Company;
(iv) the Board Member may retain the benefits under the transaction that relates to the interest even though the Board Member has the interest; and

(v) the Company cannot avoid any transaction that relates to the interest merely because of the existence of the interest.

(f) If an interest of a Board Member is required to be disclosed under Clause 10.12(b) or the Act, Clauses 10.12(e)(iv) and 10.12(e)(v) apply only if the interest is disclosed before the transaction is entered into.

(g) A contract or arrangement entered into by or on behalf of the Company in which a Board Member is in any way interested is not invalid or voidable merely because the Board Member holds office as a Board Member or because of the fiduciary obligations arising from that office.

10.13 Obligation of secrecy

Every Board Member and Secretary must keep the transactions and affairs of the Company and the state of its financial reports confidential unless required to disclose them:

(a) in the course of duties as an officer of the Company;

(b) by the Board or the Company in general meeting; or

(c) by law.

The Company may require a Board Member, Secretary, Auditor, Trustee, Committee Member or other person engaged by it to sign a confidentiality undertaking consistent with this clause. A Board Member or Secretary must do so if required by the Company.

10.14 Committees of the Board

(a) The Board may delegate any of its powers to a Committee consisting of such Board Members or other persons as the Board thinks fit. Any Committee so formed shall in the exercise of the powers so delegated conform to any regulations or charter that may be imposed on it by the Board.

(b) A Committee may be authorised by the Board to investigate any activity that falls within the terms of its charter. In this regard it may be authorised to:

(i) seek any information it reasonably requires from any employee;
(ii) seek any information it reasonably requires and hold discussions with the Principal, the Business Manager and/or the Auditor;

(iii) obtain outside legal or other independent professional advice; and

(iv) secure the attendance of outsiders with relevant experience and expertise if it considers this necessary.

(c) A Committee has no authority to implement its recommendations on matters that fall within the terms of its Charter, but submits such recommendations to the Board for consideration.

(d) A Committee may elect a Chairperson of its meetings. If no such Chairperson is elected, or if at any meeting the Chairperson is not present within ten minutes after the time appointed for holding the meeting, the Members present may choose one of their number to be Chairperson of the meeting.

(e) A Committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the Board Members present and, in the case of an equality of votes, the question shall be deemed to be decided in the negative.

10.15 Validity of Acts

All acts done by any Member of the Board or of a Committee or by any person acting as a Board Member shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Board Member or person acting as aforesaid, or that the Board Members or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Member of the Board.

10.16 Resolutions of the Board

A resolution in writing signed by a majority of Board Members for the time being entitled to receive notice of a meeting of the Board is as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more of the Board Members.

10.17 Use of technology

A board meeting may be held using any means of audio or audio-visual communication by which each Board Member participating can hear and be heard by each other Board Member participating or in any other way permitted by the Act. A board meeting held solely or partly by technology is treated as held at the place at which the greatest number of the Board Members present at the meeting is located or,
if an equal number is located in each of 2 or more places, at the place where the
Chairperson of the meeting is located.

11.0 MEETINGS OF MEMBERS

11.1 Annual General Meeting
An Annual General Meeting of the Company shall be held if required by the provisions
of the Act.

11.2 General Meetings
All Meetings of the Company other than the Annual General Meeting are called
General Meetings.

11.3 Business Transacted at the Annual General Meeting
The business to be transacted at every Annual General Meeting will include but is not
limited to:

(a) the receiving of the Directors’ Report and the financial statements of the
Company for the preceding financial year;

(b) the receiving of the Auditor’s Report upon the books and accounts for the
preceding financial year,

(c) the election of Board Members;

(d) the appointment of an auditor; and

(e) the setting of the annual company Membership fee.

11.4 Calling of General Meetings
The Secretary shall convene a General Meeting:

(a) when directed to do so by the Board; or

(b) on the requisition in writing signed by not less than one-third of the present
Board Members.

(c) when required by the Act.

Such requisition shall clearly state the reasons why a General Meeting is being
convened and the nature of the business to be transacted thereat.
11.5 **Notice of meetings**

At least 21 days' written notice of a meeting of Members must be given individually to:

(a) each Member;

(b) each Board Member; and

(c) to the Auditor.

The notice of meeting must comply with the Act.

11.6 **Postponement or cancellation**

Subject to the Act, the Board may:

(a) postpone a meeting of Members;

(b) cancel a meeting of Members; or

(c) change the place for a general meeting,

by written notice given individually to each person entitled to be given notice of the meeting.

11.7 **Fresh notice**

If a meeting of Members is postponed or adjourned for one month or more, the Company must give new notice of the resumed meeting.

11.8 **Technology**

The Company may hold a meeting of Members at two or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate.

11.9 **Accidental omission**

The accidental omission to give notice to, or the non-receipt of notice by, any of those entitled to it does not invalidate any resolution passed at a meeting of Members.

12.0 **PROCEEDINGS AT MEETINGS OF MEMBERS**

12.1 **Quorum**

(a) A Quorum for a meeting of Members is twenty three (23) Members;
(b) No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business. For the purposes of this rule “Member” includes a person attending by proxy.

12.2 Quorum Not Present
If a quorum is not present within 15 minutes after the time for which a meeting of Members is called:

(a) if called as a result of a request of Members under section 249D of the Act, the meeting is dissolved; and

(b) in any other case:

(i) the meeting is adjourned to the day, time and place that the Board decides and notifies to Members, or if no decision is notified before then, to the same time on the same day in the next week at the same place; and

(ii) If a quorum is not present at the adjourned meeting, the meeting is dissolved.

12.3 Adjournment
The Chairperson may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

12.4 Chairing Meetings of Members
Unless otherwise provided by this Constitution, at every general meeting:

(a) The Chairperson shall preside as Chairperson, or if there is no Chairperson, or if he or she is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Deputy Chairperson shall be the Chairperson or if the Deputy Chairperson is not present or is unwilling to act then the Members present shall elect one of their number to be Chairperson of the meeting;

(b) The Chairperson shall maintain order and conduct the meeting in a proper and orderly manner.
12.5 Member Present at Meeting

If a Member has appointed a proxy or attorney to act at a meeting of Members, that Member is taken to be present at a meeting at which the proxy or attorney is present.

12.6 Attendance at General Meetings

(a) Every Member has the right to attend all meetings of Members;

(b) Every Board Member has the right to attend and speak at all meetings of Members;

(c) The Auditor has the right to attend any meetings of Members and to speak on any part of the business of the meeting which concerns the Auditor in its capacity of Auditor.

12.7 Appointment of proxies

(a) A Member may appoint a proxy to attend and act for the Member at a meeting of Members.

(b) An instrument appointing a proxy must be in a form approved by the Board and must be in writing under the hand of the appointer or of the appointer’s attorney duly authorised in writing and must be signed by the appointer.

(c) The proxy document is deemed to include the right to demand or join in demanding a poll and (except to the extent to which the proxy is specifically directed to vote for or against any proposal) the power to act generally at the meeting for the person giving the proxy.

(d) A document appointing a proxy, unless the contrary is stated, is valid for any adjournment of the meeting, as well as for the meeting to which it relates.

(e) Any duly signed proxy which is incomplete may be completed by the Secretary on authority from the Board and as permitted by the Act and the Board may authorise completion of the proxy by the insertion of the name of any Director as the person in whose favour the proxy is given.

(f) The document appointing a proxy (and the power of attorney, if any, under which it is signed or proof of the power of attorney to the satisfaction of the Board) must be deposited duly stamped (if necessary) at the Company’s registered office, faxed to the Office or deposited, faxed or sent by electronic mail to any other place specified in the notice of meeting, at least 48 hours (or a lesser period as the Board may decide and stipulate in the notice of
meeting) before the time for holding the meeting or adjourned meeting or poll at which the person named in the document proposes to vote

(g) No document appointing a proxy is, except as set out in this Clause, valid after the expiration of 12 months after the date of its execution. Any Member may deposit at the Company’s registered office a document duly stamped (if necessary) appointing a proxy and the appointment is valid for all or any stipulated meetings of the Company until revocation.

12.8 Number of Votes
Each Company Member including those Members represented by proxy is entitled to one vote.

12.9 Determination on Right to Vote
A Company Member or Board Member may challenge a person's right to vote at a meeting of Members. A challenge may only be made at the meeting. A challenge, or any other doubts as to the validity of a vote, must be decided by the Chairperson, whose decision is final.

12.10 How Voting Is Carried Out
(a) Every question, matter or resolution shall be decided by a majority of votes of the Members present and including those Members represented by proxy;

(b) In the case of an equality of votes, the question, matter or resolution shall be deemed to be decided in the negative; and

(c) Voting shall be by show of hands or a division of Members, unless not less than five Members present demand a ballot, in which event there shall be a secret ballot. The Chairperson shall appoint two Members to conduct the secret ballot in such manner as he or she shall determine and the result of the ballot as declared by the Chairperson shall be deemed to be the resolution of the meeting at which the ballot was demanded.

13.0 SECRETARY

13.1 Appointment of Secretary
The Board:

(a) must appoint at least one individual; and

(b) may appoint more than one individual to be a Secretary either for a specified term or without specifying a term.
13.2 **Terms and conditions of office**
A Secretary holds office on the terms (including as to remuneration) that the Board decides. The Board may vary any decision previously made by it in respect of a Secretary.

13.3 **Cessation of Secretary's appointment**
The person automatically ceases to be a Secretary if the person:

(a) is not permitted by the Act (or an order made under the Act) to be a secretary of a company;

(b) becomes disqualified from managing corporations under the Act;

(c) becomes of unsound mind or physically or mentally incapable of performing the functions of that office;

(d) resigns by notice in writing to the Company; or

(e) is removed from office under rule 13.4

13.4 **Removal from office**
Subject to any contract between the Company and the Secretary, the Board may remove a Secretary from that office whether or not the appointment was expressed to be for a specified term.

13.5 **Minutes must be kept**
The Secretary shall cause full and accurate minutes of all questions, matters, resolutions and other proceedings of every meeting of the Board and General Meeting of the Company to be recorded and to be available for inspection at all reasonable times by any Member who previously applies to the Secretary for that inspection. For the purposes of ensuring the accuracy of the recording of such minutes, the minutes of every meeting of the Board shall be signed by the Chairperson of that meeting or the Chairperson of the next succeeding meeting of the Board, verifying their accuracy. Similarly, the minutes of every general meeting shall be signed by the Chairperson of that general meeting or the Chairperson of the next succeeding general meeting.

13.6 **Minutes as Evidence**
A minute recorded and signed is evidence of the proceeding, resolution or declaration to which it relates unless the contrary is proved.
14.0 INDEMNITY

14.1 Indemnity
Subject to and so far as permitted by the Act:

(a) the Company may, indemnify an officer of the Company and its wholly
owned subsidiaries against a Liability incurred as such an officer to a person
(other than the Company or a related body corporate) including a Liability
incurred as a result of appointment or nomination by the Company or
subsidiary as a trustee or as an officer of another corporation; and

(b) the Company may make a payment (whether by way of advance, loan or
otherwise) in respect of legal costs incurred by an officer or employee or
auditor in defending an action for a Liability incurred as such an officer,
employee or auditor or responding to actions taken by a government agency
or a liquidator.

In this clause, Liability means a liability of any kind (whether actual or contingent and
whether fixed or unascertained) and includes costs, damages and expenses,
including costs and expenses incurred in connection with any investigation or inquiry
by a government agency or a liquidator.

14.2 Insurance
Subject to the Act, the Company may enter into, and pay premiums on, a contract of
insurance in respect of any person.

14.3 Former officers
The indemnity in favour of officers under clause 14.1 is a continuing indemnity. It
applies in respect of all acts done by a person while an officer of the Company or one
of its wholly owned subsidiaries even though the person is not an officer at the time
the claim is made.

14.4 Deeds
The Company may enter into an agreement with a person who is or has been an
officer of the Company or any of the Company's subsidiaries, to give effect to the
rights of the person under this clause 14 on any terms and conditions that the Board
thinks fit.
15.0 NOTICES

(a) Every Member and every person entitled under the provisions of this Constitution to vote at General Meetings of the Company shall inform the Company Secretary in writing, of a place of address within the Commonwealth of Australia to be registered as his or her place of residence and the place from time to time so registered shall for the purpose of the Act and this Constitution be deemed his or her place of residence. In default of his or her so doing the Company office shall be deemed his or her place of residence and registered address for these purposes.

(b) Notices calling General Meetings or (if required) adjournments thereof and all other notices to be given under or in reference to this Constitution shall be given by sending notices to the persons to be notified at their registered addresses. All notices sent in pursuance of this Constitution shall be signed by the Secretary or other person authorised by the Board. Any such signature may be scanned or printed.

(c) The said notices may be served either personally, by email, by facsimile or by sending them through the post in prepaid envelopes addressed to each person to be notified at his or her registered address in Australia whilst known to the Company.

16.0 ALTERATION OF THE CONSTITUTION

While the Membership of the Company is divided into different classes of Members the Constitution of the Company shall not be amended, rescinded or added to without the sanction of a special resolution as defined from time to time in the Act, passed by separate resolutions of each class of Members.
APPENDIX 1
A Canon to regulate the use of names and descriptions relating to the Anglican Church of Australia by Church Institutions.

Short Title

1. This Canon may be cited as the “Church Institutions Canon”.

Interpretation

2. In this Canon or in any regulation made pursuant to this Canon unless the context or subject matter otherwise requires or indicates –

   “Church Institution” means a Society authorised pursuant to the provisions of this Canon to use the Church Name;

   “Church Name” means –

   (a) each of the names or descriptions “Church of England”, “Church of England in Australia”, “Anglican Church of Australia” or “Anglican”, and

   (b) any name, initials, word, title, addition, symbol or description which, either alone or in conjunction with other matter:

      (i) refers to this Church or an instrumentality of this Church, or

      (ii) implies, or tends to the belief, or indicates, or is capable of being understood to indicate, or is calculated to lead persons to infer, that it is in reference to this Church or an instrumentality of this Church;

   “Committee” means the persons entrusted with the management of a Society;

   “Society” means and includes any group of people society company or organisation, whether incorporated or not.

Archbishop-in-Council may grant authorisation

3. The Archbishop-in-Council may in accordance with this Canon authorise a Society to use the Church Name, and in so doing may apply conditions to such use, and until such authorisation is revoked in accordance with this Canon or is relinquished by the Society such Society shall be a Church Institution.

Aims and objects of a Church Institution

4. (1) The aims and objects of a Church Institution shall be compatible with the aims, objects or welfare of this Church.

   (2) The means of carrying out the aims and objects of a Church Institution shall be compatible with the aims, objects or welfare of this Church.
Constitution of a Church Institution

5. There shall be provision in the constitution of a Church Institution for one or more persons to be elected or appointed by the Synod or the Archbishop or the Archbishop-in-Council to the Committee of the Society, or for the Archbishop to be the visitor of the Society and to exercise in connection therewith the ordinary and recognised powers of a visitor and (without limiting the generality of the foregoing) especially –

(a) the right to hold enquiries into the conduct of the Society;
(b) the right to call for the production and inspection of all accounts and other necessary papers;
(c) the right to arbitrate and decide in any differences that may have arisen or may at any time arise between the officers or members of the Society.

Information required

6. (1) A Society shall make application through its Committee to the Archbishop-in-Council for authorisation to use the Church Name, and such application shall set forth and include –

(a) a copy of the constitution rules and by-laws of the Society certified as correct by the principle officer and the secretary;
(b) the names of the persons constituting the Committee;
(c) the manner and style in which it is desired to use the Church Name.

(2) The Archbishop-in-Council may require the Committee to provide such further and other information and particulars as it may deem necessary.

Alteration of constitution

7. After an application by a Society has been granted in pursuance of the provisions of this Canon, no alteration shall be made in the constitution thereof without the consent of the Archbishop-in-Council first obtained.

No liability incurred by the Corporation

8. The Archbishop-in-Council shall not by the grant of any authority under this Canon be deemed to have undertaken on behalf of the Corporation any liability incurred by the Society to which the authorisation is granted.

Report to Synod

9. Each Society authorised under the provisions of this Canon to use the Church Name shall report to each annual session of Synod in such time as the Registrar may from time to time determine so that the report may be printed and circulated to members of Synod.
Other Societies authorised

10. Any Society is deemed to be a Church Institution and to be authorised to use the Church Name while it is wholly or partly supported by grants from the funds of the Corporation made or authorised by the Synod, the Archbishop-in-Council or the Property and Finance Board, and while it presents a report and statement of accounts to the annual session of Synod.

Regulations

11. The Archbishop-in-Council may from time to time make, amend or repeal such regulations not inconsistent with this Canon as may be considered necessary or expedient to give effect to this Canon.

Savings

12. Any Society which was granted the authority to be a Church Institution pursuant to the provisions of the Canons heretofore in force is deemed to be a Society authorised by the Archbishop-in-Council under the provisions of this Canon to use the Church Name, and shall henceforth be subject to the provisions of this Canon.

Revocation of authority

13. The Archbishop-in-Council may at any time call upon the Committee of any Church Institution to show cause why the authority granted to it to use the Church Name should not be revoked and unless due cause is shown the Archbishop-in-Council may revoke such authority.
CONSTITUTION

FOR

HILLBROOK ANGLICAN SCHOOL SOCIETY

1. The name of the Society shall be “Hillbrook Anglican School Society”.

2. The objects of the Society shall be, through the operations of the School, to encourage the students, staff and parents in their spiritual growth, in particular a pilgrimage that involves a belief in God and a Christian way of life according to the teachings and traditions of the Anglican Church of Australia.

3(a) The member of the Society shall consist of members of the Anglican Church of Australia who are also members of the School Council.

3(b) The President of the Society shall be the Archbishop or the person he appoints as his representative on the School Council.

3(c) The Society shall manage its affairs as it deems necessary from time to time, provided that, if an application to be a Church Institution is granted by the Archbishop-in-Council, the Society agrees to be bound by and comply with the terms of the Church Institutions Canon.