

Constitution of

Hillbrook Anglican School Ltd

Hillbrook Anglican School

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**A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

**CONSTITUTION
OF
HILLBROOK ANGLICAN SCHOOL LIMITED**

1.0 DEFINITIONS

- 1.1** ACNC Legislation means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth) and the *Australian Charities and Not-for-profits Commission Regulation 2013* (Cth).
- 1.2** “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;
- 1.3** “Auditor” means the auditor for the time being of the Company if one is required to be appointed under the Act;
- 1.4** “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;
- 1.5** “Board Member” means a director of the Company;
- 1.6** “Chair” means the Chair of the Board appointed in accordance with the Constitution;
- 1.7** “Church Representative” means the Archbishop of the Diocese of Brisbane of the Anglican Church of Australia or their appointee;
- 1.8** “Class A Members” means Members who are full-time and/or part-time registered teachers employed by the School;
- 1.9** “Class B Members” means Members who are parents or other supporters of the School;
- 1.10** “Committee Member” means a member of a committee constituted by the Board in accordance with this Constitution;
- 1.11** “Company” means Hillbrook Anglican School Ltd;
- 1.12** “Constitution” means this Constitution as amended from time to time;
- 1.13** “Deputy Chair” means the Deputy Chair of the Board appointed in accordance with the Constitution;
- 1.14** “Member” means an applicant accepted to membership of the Company by the Board and who has paid the annual membership fee;
- 1.15** “Register” means the Register of Members kept pursuant to the Act;
- 1.16** “School” means Hillbrook Anglican School which has its registered office at Hurdcliffe Street, Enoggera;

- 1.17** “School Principal” means the person who is the Principal of the School and chief executive officer of the Company;
- 1.18** “Secretary” means the Secretary of the Company;
- 1.19** “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 clauses also apply in interpreting this document, except where the context makes it clear that a clause 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 clauses 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 maintain a working relationship with the Anglican Church of Australia in accordance with the Church Institutions Canon as amended from time to time;
- 5.5** To achieve its objects, the company may, without limitation:
 - (a) harness the resources of the community;
 - (b) establish and maintain affiliations and information exchange with other organisations having similar objects ;
 - (c) act as trustee of any trust or manage any public fund the purpose of which relates to the objects; and
 - (d) do all other things incidental or conducive to the attainment of the objects.

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

- 7.1** If the company is wound up, any surplus assets of the company must be given to a charitable authority or institution:
- (a)** with objects similar to the objects of the company; and
 - (b)** whose constitution prohibits the distribution of its income and property among its members to an extent at least as great as is imposed on the company under this Constitution.

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 Clauses 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 11 Board Members as follows:

- (a) The School Principal;
- (b) Five Board members (each of whom must be a Class A Member) ; and
- (c) Five Board members (each of whom must be a Class B Member)

10.2 Eligibility criteria

A person is not eligible to be a Board Member if the person is a member of another school board or council which school is, in the opinion of the Nominations Committee, in competition with the Company such that it causes an unacceptable conflict of interest for the person.

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 5.
- (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 Chair and the Chair (or someone nominated by the Chair) drawing a single name from that container.

10.4 Election of Chair and Deputy Chair

At the first Board meeting following the AGM, the Board must elect the positions of Chair and Deputy Chair, both of whom are Class B Members.

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 three of the Board Members (excluding the School Principal) 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 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) or the ACNC legislation to be a director;
- (b)** becomes disqualified from managing corporations under the Act or the ACNC legislation;
- (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) ceases to be a Member.

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
 - (iii) 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 including the power to:

- (a) 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) 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, and subject to this Constitution may regulate its own proceedings as it determines.
- (b) At every meeting of the Board, six Members constitute a quorum.
- (c) Questions arising at any meeting of the Board must be decided by a majority plus one of the votes of the Board members present at the meeting.
- (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.
- (h) The Archbishop is entitled to receive notice of every Board meeting and the Archbishop or the Archbishop's representative may attend any Board meeting.

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.
- (h) Clause 10.12 applies to the Board Members notwithstanding section 111L of the Act.

10.13 Obligation of secrecy

- (a) 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:
 - (i) in the course of duties as an officer of the Company;
 - (ii) by the Board or the Company in general meeting; or
 - (iii) by law.
- (b) 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 chair of its meetings. If no such chair is elected, or if at any meeting the chair is not present within ten minutes after the time appointed for holding the meeting, the Committee members present may choose one of their number to be chair 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 Committee 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 plus one 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 Chair 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 once each calendar year.

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) on the requisition in writing signed by not less than 5 Members .

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

- (a) At least 21 days' written notice of a meeting of Members must be given to:
 - (i) each Member;
 - (ii) the Archbishop; and

(iii) the Auditor.

(b) The notice of meeting must include:

- (i) the place, date and time of the meeting (and if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
- (ii) the general nature of the business to be transacted at the meeting;
- (iii) if a Special Resolution is proposed, the words of the Special Resolution; and
- (iv) a statement that members have the right to appoint a proxy and information about the company's proxy requirements.

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 clause "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 Chair 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 Chair shall preside as chairperson, or if there is no Chair, 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 Chair shall be the Chair or if the Deputy Chair is not present or is unwilling to act then the Members present shall elect one of their number to be Chair of the meeting;
- (b) The Chair 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)** The Archbishop or the Archbishop's representative 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 Chair, 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 Chair 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 Chair 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 clause 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 Chair of that meeting or the Chair of the next succeeding meeting of the Board, verifying their accuracy. Similarly, the minutes of every General Meeting shall be signed by the Chair of that General Meeting or the Chair 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.