



**Russell Kennedy**  
Lawyers

**THE PRESBYTERIAN SCHOOL OF ST.  
ANDREW LIMITED**

trading as St Andrews Christian College

ACN 006 044 122

ABN 52 006 044 122

**CONSTITUTION**

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A public company limited by guarantee under the *Corporations Act 2001* (Cth)

A registered school under *Education Training and Reform Act 2006* (Vic)

A registered charity with Australian Charities and Not-for-profits Commission

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**THE PRESBYTERIAN SCHOOL OF ST. ANDREW LIMITED**  
**trading as St Andrews Christian College**

**ACN 006 044 122**  
**ABN 52 006 044 122**

**CONSTITUTION**

**1 PURPOSE OF THE COMPANY**

The Company is a not-for-profit and charitable institution established and operated in Australia solely to advance education as a registered independent co-educational school from Prep to Year 12 by:

- 1.1 being a leading provider of Christian education and academic excellence consistent with the teachings of Christianity including religious instruction and education in the Holy Scriptures of the Old and New Testaments interpreted in accordance with the doctrinal basis of the Presbyterian Church of Victoria;
- 1.2 providing a safe, nurturing learning environment that encourages students to know, love and serve God and to know their purpose in the world;
- 1.3 providing an educational environment consistent with the biblical world-view perspective that underpins the College's Christian education program, and which is respectful of those members of the College community who share the College's Christian doctrines, beliefs and principles;
- 1.4 encouraging educational excellence that enables each student to fulfil their potential academically, spiritually, emotionally, physically, socially and culturally; and
- 1.5 learning the truth of the gospel and how to apply this into everyday life,  
  
(collectively, the **Purpose**).

**2 NOT-FOR-PROFIT & CHARITABLE NATURE OF THE COMPANY**

**2.1 Powers**

2.1.1 Solely to carry out the Purpose and subject to clause 2.1.2, the Company:

- (a) has all the powers of an individual and a company limited by guarantee under the Corporations Act;
- (b) has the power to operate:
  - (1) an early learning centre connected with the College which may serve as a feeder for future enrolments to the College; and
  - (2) a school boarding premises to serve as accommodation for students of the College; and
- (c) without limiting clause 2.1.1(a), has the power to:
  - (1) establish, support, and assist associations, auxiliaries, institutions, funds and trusts to support and develop the College's students;
  - (2) found and endow scholarships, bursaries and exhibitions within the College or its affiliates to benefit the College; and

- (3) establish and maintain branches, subsidiaries, foundations, trusts, funds, joint ventures, partnerships, associations or other entities to support and further the Purposes.

2.1.2 The Company must not enter into any prohibited agreement or arrangement as defined in the Relevant Laws.

## 2.2 **Income applied for the Purpose**

The Company's income and property:

- 2.2.1 must be applied solely towards the Purpose; and
- 2.2.2 must not be paid or given to a Member, directly or indirectly, by way of dividend, bonus or otherwise.

## 2.3 **Permitted payments to Members**

Subject to 2.1.2, the Company may pay a Member in good faith with prior Board approval up to a fair and reasonable amount for:

- 2.3.1 expenses properly incurred for the Company;
- 2.3.2 goods or services supplied to the Company;
- 2.3.3 interest on money lent to the Company; or
- 2.3.4 rent for premises let to the Company.

## 2.4 **Winding up of Company or closure of College**

- 2.4.1 The Company's surplus assets, after satisfying all liabilities on wind up or dissolution:
  - (a) must not be paid or given to current or former Members; and
  - (b) must be paid to eligible recipients selected under clauses 2.5 and 2.6.
- 2.4.2 Despite clause 2.4.1, on closure of the College, any surplus assets of the College remaining after payment of the College's liabilities must be used or given in accordance with Relevant Laws, in particular:
  - (a) used by the Company for providing education services to children of compulsory age or for other not-for-profit purposes; or
  - (b) given to a not-for-profit entity operating within Australia that provides education services to school children or that has similar not-for-profit purposes to the Company selected under clauses 2.5 and 2.6.

## 2.5 **Eligible recipients**

A fund, authority or institution is eligible to receive any surplus under clause 2.4.1(b) or 2.4.2(b) if it:

- 2.5.1 has not-for-profit and charitable purposes similar to the Purpose;
- 2.5.2 prohibits its income and property from being paid to members on at least the terms of this clause 2;

- 2.5.3 is a charity registered with the same or similar sub-type under Relevant Laws if the Company had been, on the same or a similar basis; and
- 2.5.4 is a registered not-for-profit school under the Relevant Laws if the Company had been; and
- 2.5.5 is income tax exempt under Commonwealth taxation Laws if the Company had been.

## 2.6 Selection of eligible recipients

Eligible recipients to receive any surplus referred to in clause 2.5 must be selected:

- 2.6.1 by the General Assembly after consultation with the Board at or before the time of dissolution or closure, as the case may be;
- 2.6.2 failing clause 2.6.1 by Member special resolution;
- 2.6.3 failing clause 2.6.2, by Board resolution; and
- 2.6.4 failing clause 2.6.3, by application to the Supreme Court in Victoria.

## 2.7 Notice of voluntary winding up

The Company can only be wound up or dissolved voluntarily if the General Assembly is given 60 days' notice of any general meeting where the Members will vote on the winding up or voluntary dissolution of the Company.

# 3 MEMBERSHIP

## 3.1 Limited liability of Members / guarantee

- 3.1.1 A Member's liability is limited to the guaranteed amount in clause 3.1.2.
- 3.1.2 If the Company is wound up, each Member and former Member in the previous year must contribute up to fifty dollars (\$50) towards:
  - (a) the Company's liabilities contracted before the person ceased to be a Member; and
  - (b) costs, charges and expenses to winding up.

## 3.2 Classes of Members and eligibility

The Members comprise the Directors for the time being.

## 3.3 Limit on number of Members

The number of Members is limited to the maximum number of Directors set out in clause 7.1.

## 3.4 Member rights and obligations

Members have the right to receive notice of, attend, speak at, participate in and vote at general meetings.

## 3.5 Rights not transferrable

A person's membership rights and privileges:

- 3.5.1 apply only whilst the person is a Member; and
- 3.5.2 are personal and may not be transferred or transmitted.

### 3.6 **Membership fees**

No fees are payable to the Company in order to apply for, be admitted or continue as a Member.

### 3.7 **Register of Members**

- 3.7.1 The Company must maintain a register of Members in accordance with the Corporations Act which contains the name, addresses for notices and membership start/end dates for current and recent former Members.
- 3.7.2 The Company may maintain a database of other Member details which is separate to the register of Members.

### 3.8 **Change of Member details**

A Member must notify the Company if the Member's addresses for notices change within 28 days of the change.

## 4 **BECOMING AND CEASING TO BE A MEMBER**

### 4.1 **Admission of Members**

The Directors are automatically admitted as Members.

### 4.2 **Resignation of Members**

- 4.2.1 A person may resign as Member by written notice to the Company.
- 4.2.2 The resignation takes effect when the Company receives the Member's notice or on a later date specified in the notice.

### 4.3 **Ceasing to be a Member**

A person automatically ceases to be a Member if the person:

- 4.3.1 dies;
- 4.3.2 is or becomes an employee of the College;
- 4.3.3 ceases to be a Director;
- 4.3.4 becomes bankrupt or makes any arrangement or composition with the person's creditors generally;
- 4.3.5 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;
- 4.3.6 is expelled under clause 4.4; or
- 4.3.7 is found guilty by a court of an indictable offence.

#### 4.4 **Disciplining Members**

The Board may warn, censure, suspend or expel a Member if the Member:

- 4.4.1 engages in Terminable Conduct, subject to:
  - (a) the decision being made by two-thirds majority of all Directors currently elected to the Board (excluding the Member who is subject to the proposed expulsion);
  - (b) the Member being afforded a reasonable opportunity to respond in accordance with any Regulations, to the Board's allegations; and
  - (c) the Member's appeal rights (if any) set out in the Regulations;
- 4.4.2 refuses or neglects to comply with the provisions of this Constitution or the Regulations;
- 4.4.3 is found guilty by a court of an indictable offence; or
- 4.4.4 has a debt to the Company which remains unpaid for six months or more.

### 5 **ASSOCIATES**

#### 5.1 **Eligibility to be an Associate**

An individual is eligible to be an Associate of the Company if they are:

- 5.1.1 the parent, guardian or carer of a student currently enrolled at the College; and
- 5.1.2 a signatory to the contract of enrolment (however described) regarding the student's enrolment at the College.

#### 5.2 **Status of Associates**

Associates:

- 5.2.1 are not Members;
- 5.2.2 are entitled to attend the annual general meeting solely for the purpose of participating in the nomination processes approved by the Board for Directors under clause 7.1.3. For the avoidance of doubt, they are not entitled to speak or vote on any special resolution of the Company;
- 5.2.3 may be invited by the Board to attend but not speak or vote at any general meeting of the Company;
- 5.2.4 may be invited by the Board to attend certain events hosted by the Company which are not open to the general public;
- 5.2.5 have such other rights not inconsistent with this clause 5 as the Board may determine from time to time; and
- 5.2.6 will cease to be an Associate if:
  - (a) their child is no longer enrolled at the College;



- (b) so determined by the Board in its absolute discretion, without the need to provide any reasons for doing so; or
- (c) they resign.

## **6 GENERAL MEETINGS**

### **6.1 Convening an annual general meeting**

- 6.1.1 The Board must convene an annual general meeting to be held at least once every year. The requirements for convening an annual general meeting may otherwise be set out in the Corporations Act or Relevant Laws.
- 6.1.2 The business of an annual general meeting is to:
  - (a) consider the Board's, financial and auditor's reports;
  - (b) appoint an auditor if that office is or will become vacant;
  - (c) consider any other matter required by the Corporations Act or Relevant Laws; and
  - (d) consider any special business, the general nature of which is specified in the notice of meeting.

### **6.2 Convening an extraordinary general meeting**

- 6.2.1 General meetings other than annual general meetings are called extraordinary general meetings.
- 6.2.2 The Board must convene and hold extraordinary general meetings of the Members if required by the Corporations Act or Relevant Laws.
- 6.2.3 The Board or 3 Directors may convene general meetings of the Members.

### **6.3 Notice of meeting**

- 6.3.1 At least 21 days' notice of any general meeting must be given specifying the meeting's place (and if the meeting is a Hybrid Meeting, the notice must specify the technology that will be used to facilitate the meeting), date and time and, in the case of special business, the general nature of that business shall be given.
- 6.3.2 Notice of every general meeting must be given in writing in accordance with clause 11.6 to:
  - (a) every Director;
  - (b) every Member; and
  - (c) the Company's auditor.
- 6.3.3 No other person is entitled to receive notices of general meetings.
- 6.3.4 A general meeting and any resolution passed at the meeting is not invalid merely because of:
  - (a) the accidental omission to give notice of the meeting; or

- (b) the non-receipt of any such notice.

#### 6.4 **Postponement**

- 6.4.1 The Board may postpone, relocate or cancel a general meeting which it convened by giving at least 5 days' notice to the Members.
- 6.4.2 Clause 6.4.1 does not apply to a meeting:
  - (a) requisitioned by Members or convened by the Members;
  - (b) convened by Directors under clause 6.2.3; or
  - (c) required by court order.

#### 6.5 **Quorum**

- 6.5.1 A general meeting may not transact business unless a quorum is present when the meeting proceeds to business.
- 6.5.2 The quorum for general meetings is one-half (rounded up) plus one of voting Members present in person or by Representative.
- 6.5.3 If a quorum is not present within 15 minutes of the time scheduled to start the general meeting:
  - (a) the meeting, if requisitioned by Members, is dissolved; and
  - (b) in any other case, the meeting is adjourned to the same place, date and time in the next week (or if that day be a holiday then to the next business day following that holiday).
- 6.5.4 If a quorum is not present within 15 minutes of the time scheduled to start the adjourned general meeting the general meeting is be deemed to be abandoned.

#### 6.6 **Meeting chair**

- 6.6.1 The Chair may chair a general meeting.
- 6.6.2 If the Chair is not present and willing to act, the Vice-Chair shall chair the meeting.
- 6.6.3 If the Chair and Vice-Chair are not present or willing to act, the Directors present must choose one of their number to chair the meeting.
- 6.6.4 In addition to powers conferred by law, the meeting chair may:
  - (a) determine the meeting's conduct and procedures to ensure proper and orderly discussion or debate;
  - (b) make rulings without putting a question to the vote, or terminate discussion or debate and require that matter to be put to a vote;
  - (c) permit any person to attend or speak at the meeting on the invitation of the chair;
  - (d) refuse to allow debate or discussion on any matter which is not ordinary or special business; and

- (e) refuse any person admission to a general meeting (including for causing offence or disruption), or expel the person from the general meeting and not permit them to return.

6.6.5 All procedural decisions by the meeting chair are final.

## 6.7 **Adjournment**

6.7.1 The meeting chair:

- (a) may, with the consent of any general meeting at which a quorum is present; and

- (b) must, if so directed by the meeting,

adjourn the meeting to some other time or place.

6.7.2 The adjourned meeting may only transact unfinished business from the original meeting.

6.7.3 If a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as required for the original meeting. It is not otherwise necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

## 6.8 **Voting – show of hands / poll**

6.8.1 By default, resolutions at general meetings must be voted on by a show of hands.

6.8.2 The meeting chair has a second casting vote.

6.8.3 The meeting chair must declare whether resolutions were carried, carried unanimously, carried by particular majority or lost. These voting results must be minuted.

6.8.4 The minutes of the voting results are conclusive without the need to record the number or proportion of, or manner in which votes were cast.

6.8.5 A poll may be demanded by:

- (a) the meeting chair; or

- (b) at least three Members present in person or by proxy and entitled to vote.

6.8.6 A demand for a poll must be made on or before the result being declared, and may be withdrawn.

6.8.7 If a poll is demanded it is taken in such a manner and either immediately or after an interval adjournment or otherwise as the chair directs. The result of the poll shall be the resolution of the general meeting at which the poll was demanded.

6.8.8 A poll may not be demanded to elect a meeting chair or adjourn the meeting.

6.8.9 The meeting chair must decide all voting disputes, and that decision is final.

## 6.9 Proxies

- 6.9.1 A Member may appoint a proxy to act on the Member's behalf at any general meeting at which that Member may attend and vote. An Associate is not entitled to appoint a proxy at any general meeting.
- 6.9.2 A proxy must be a Member.
- 6.9.3 For the instrument appointing a proxy to be valid, it must be:
- (a) in writing and signed by the appointor or their attorney duly authorised in writing;
  - (b) in the form complying with the Corporations Act or some other Board approved form; and
  - (c) lodged with the Company at least 48 hours before the time for holding the meeting or adjourned meeting.
- 6.9.4 A vote given according to the proxy instrument is valid despite:
- (a) the death, or unsoundness of mind, of the appointor; or
  - (b) revocation of the instrument or of the authority under which the instrument was executed,
- if no knowledge in writing of that fact was received by the Company before commencing the meeting or adjourned meeting at which the instrument is used.
- 6.9.5 An appointment of a proxy may be revoked by the appointor at any time.

## 6.10 Use of technology

Subject to the Corporations Act, a meeting of Members (including an annual general meeting):

- 6.10.1 may be held in one or more places and may, at the election of the Board, acting reasonably, be conducted in a wholly virtual format or as a Hybrid Meeting; and
- 6.10.2 be held using any technology approved by the Board that gives members as a whole a reasonable opportunity to participate.

## 6.11 Circular resolution

- 6.11.1 The Board may if it thinks fit submit any question or resolution to the vote of all Members entitled to a vote at a general meeting by circular resolution, unless the Corporations Act or Relevant Laws require a general meeting.
- 6.11.2 The Board may determine:
- (a) the form of the circular resolution;
  - (b) the polling date;
  - (c) the method for responding to the circular resolution; and
  - (d) whether voting on the circular resolution is to be by secret ballot.

- 6.11.3 A resolution approved by a majority or specific majority of the Members has the same force and effect as such a resolution passed in a general meeting

## **7 BOARD**

### **7.1 Structure of Board**

The Board will comprise of between nine and twelve members nominated by the Nominators and appointed by the General Assembly in accordance with clause 7.2 as follows:

- 7.1.1 up to four Directors to be nominated by the Presbytery;
- 7.1.2 up to four Directors to be nominated by the Board; and
- 7.1.3 up to four Directors to be nominated by the Members and Associates in General Meeting.

### **7.2 Approval of Nominations**

- 7.2.1 For each Director position that will become vacant, the Nominators shall nominate candidates for appointment by no later than 1 October each year by giving notice of the names of those persons to the Clerk of the General Assembly.
- 7.2.2 Despite clause 7.2.1, Directors nominated under 7.1.3 will be nominated at the annual general meeting before the commencement of their term under clause 7.5, and notice of the names will be given to the Clerk of the General Assembly.
- 7.2.3 Nominators and the General Assembly should nominate and consider candidates based on desirable or necessary skills, background and expertise (including but not limited to complement the skills, background and expertise of any current Directors) for the effective operation of the Board.
- 7.2.4 Within 30 days of a Nominator giving notice to the Clerk of the General Assembly, in accordance with clause 7.2.2, the General Assembly will either approve or reject the nomination by giving notice to that Nominator stating which nomination(s) is or are approved or rejected. If within 30 days the General Assembly rejects a nomination, the General Assembly may require the Nominator to select and nominate another candidate. Within 30 days, the General Assembly must give notice to the Nominator stating whether that candidate has been approved or rejected for appointment.
- 7.2.5 If the General Assembly does not require a new candidate, the Nominator is only required to nominate a new candidate if the number of Directors will fall below the minimum in clause 7.1.
- 7.2.6 If a candidate dies or otherwise ceases to be a candidate after the date of their nomination and before the date of their acceptance or rejection, then that Nominator may nominate another candidate in their place.
- 7.2.7 If within 30 days of nomination, a candidate does not receive a rejection notice from the General Assembly, then that candidate is deemed to have been approved by the General Assembly.
- 7.2.8 Candidates approved by the General Assembly will be appointed to hold office on 1 January the following year and in default of appointment within 30 days after approval shall be deemed to have been appointed.

### 7.3 Eligibility to be a Director

A person is eligible to become a Director if he or she:

- 7.3.1 is over the age of 18 years;
- 7.3.2 consents in writing to become a Director;
- 7.3.3 is not an employee of the College;
- 7.3.4 signs any statement of belief adopted by the Board from time to time; and
- 7.3.5 is not prohibited, disqualified or otherwise prevented from being a Director under the Corporations Act or Relevant Laws.

### 7.4 Limits on period of office as a Director

There is no limit to the number of terms a member of the Board may hold office. Before a Director finishes their term in office, they may apply for re-appointment in accordance with clause 7.2 above.

### 7.5 Term of office of Director

A Director holds office for a term of three years:

- 7.5.1 commencing from the 1<sup>st</sup> day of January in the year following their nomination;
- 7.5.2 concluding on the 31<sup>st</sup> day of December the three years after the year in which they commenced to hold office.

### 7.6 Casual vacancies

- 7.6.1 If a casual vacancy occurs for any Director, the Nominator of the casual vacancy may nominate a person to fill the vacancy as soon as practicable, the approval or rejection of the person to be in accordance with clause 7.2. The person elected will serve only for the balance of the term of the original member.
- 7.6.2 The Board may continue to act despite vacancies on the Board. However, if there are less than three Directors, the Board may only:
  - (a) act in the case of emergencies;
  - (b) appoint persons to fill casual vacancies; or
  - (c) convene a general meeting.

### 7.7 Office bearers

The Board may elect and remove the following office bearers from the Directors:

- 7.7.1 Chair;
- 7.7.2 Vice-Chair;
- 7.7.3 Board Secretary; and
- 7.7.4 such other office bearers with titles determined from time to time by the Board.

## 7.8 Resignation of a Director

7.8.1 A Director may resign by written notice to the Company.

7.8.2 The resignation takes effect when the Company receives the Director's notice or on a later date specified in the notice.

## 7.9 Ceasing to be a Director

7.9.1 The Director may be removed in accordance with the Corporations Act.

7.9.2 A Board membership automatically ceases if the Director:

- (a) dies or is physically incapable of fulfilling his or her duties as a Director;
- (b) a resolution to remove the Director is passed by their Nominator and the removal is approved by the General Assembly;
- (c) becomes disqualified from being a Director pursuant to the Corporations Act or Relevant Laws;
- (d) is or becomes an employee of the College;
- (e) is no longer fit and proper to remain a responsible person of the College under Relevant Laws;
- (f) is absent without permission from three consecutive Board meetings;
- (g) becomes a bankrupt or makes any arrangement or composition with personal creditors generally;
- (h) no longer adheres to the Statement of Beliefs; or
- (i) 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.

## 7.10 Director remuneration and reimbursement

7.10.1 The Directors are not entitled to be paid any fees or reasonable remuneration for undertaking the ordinary duties of a Director.

7.10.2 Despite clause 2, the Directors may be reimbursed for reasonable travel and other expenses incurred by them when engaged in the Company's business, attending meetings or otherwise in carrying out the duties of a Director where payment does not exceed any amount previously approved by the Board.

7.10.3 Despite clause 2, the Directors may be paid for any service rendered to the Company in a professional or technical capacity outside the scope of the Director's ordinary duties where:

- (a) the service and amount payable is on reasonable and proper terms;
- (b) the payment is not contrary to a Relevant Law; and
- (c) the provision of that service has the Board's prior approval.

## **8 BOARD POWERS**

### **8.1 Management vests in Board**

8.1.1 The Board is responsible for the governance, business and affairs of the Company. In addition to the specific powers conferred on the Board by this Constitution, the Board may exercise all the Company's powers which are not by the Corporations Act, Relevant Laws or this Constitution required to be exercised by the Members in general meeting.

8.1.2 The powers under clause 8.1.1 are subject to:

- (a) this Constitution;
- (b) the Corporations Act and Relevant Laws; and
- (c) such resolution, not being inconsistent with those provisions, as may be passed by the Members in general meeting.

8.1.3 A resolution under clause 8.1.2 does not invalidate any prior act of the Board which would have been valid before the resolution was passed or made.

### **8.2 Power to delegate**

8.2.1 The Board may delegate its powers and functions in writing to:

- (a) an officer or employee of the Company; or
- (b) a sub-committee under clause 10,

and may, expressly in writing, authorise such delegates to hold the power to sub-delegate to other offices or employees of the College subject to any limits or restrictions imposed by the Board.

8.2.2 The Board may amend or revoke the terms of its delegation at any time.

8.2.3 Any power and authority not expressly delegated in accordance with clause 8.2.1 resides with the Board.

### **8.3 Power to appoint Principal**

8.3.1 The Board may appoint a Principal on such terms and conditions as the Board determines from time to time and will have any responsibilities determined by the Board.

8.3.2 The Board may remove a Principal, subject to the terms of any agreement between the Company and the Principal.

8.3.3 The Principal must be a communicant member of the Presbyterian Church of Victoria or a communicant or confirmed member of some other Protestant Church.

8.3.4 The Principal is not a Director, but is entitled to attend Board meetings and general meetings, if so directed by the Board from time to time.

### **8.4 Power to appoint Company Secretary**

8.4.1 The Board must appoint at least one Company Secretary on such terms and conditions as the Board determines from time to time.



- 8.4.2 The Company Secretary may, but need not, be a Director or the person holding the position of Board Secretary.
- 8.4.3 A Company Secretary may attend Board meetings and general meetings, if so directed by the Board from time to time.
- 8.4.4 The Company Secretary will have the responsibilities set out in the Corporations Act, Relevant Laws, and those assigned by the Board.

## 8.5 **Power to make Regulations**

- 8.5.1 The Board may from time to time make, vary and rescind Regulations in relation to the Company, including the nomination processes for Directors under clause 7.2.
- 8.5.2 The Regulations for the time being in force, and which are not inconsistent with this Constitution, are binding on Members and have full effect accordingly.

## 9 **BOARD MEETINGS**

Subject to this clause 9, the Board may meet to consider business, adjourn and otherwise regulate its meetings as it thinks fit.

### 9.1 **Number of meetings**

The Board must meet at least eight times per year.

### 9.2 **Convening meetings**

The Board Secretary must arrange a Board meeting:

- 9.2.1 at the request of the Chair;
- 9.2.2 at the request of the Vice-Chair; or
- 9.2.3 on the requisition of three or more Directors.

### 9.3 **Notice of meeting**

- 9.3.1 At least 14 days' notice of any Board meeting must be given unless the Board decides otherwise or in emergencies.
- 9.3.2 The notice must specify the business to be transacted. The Board may only transact business of a routine nature unless notice of any other business has been given either in the notice convening the meeting or in some other notice given at least 3 days' before the meeting.
- 9.3.3 The decision of the meeting chair as to whether business is routine is conclusive.

### 9.4 **Quorum**

- 9.4.1 The quorum for a Board meeting is one-half plus one of the Directors. A meeting at which a quorum is present may exercise all powers and discretions of the Board.
- 9.4.2 If a Board meeting is adjourned due to lack of quorum, the Chair must set a further date for the adjourned meeting.

## 9.5 Meeting chair

- 9.5.1 The Chair may chair a Board meeting.
- 9.5.2 If the Chair is not present and willing to act, the Vice-Chair shall chair the meeting.
- 9.5.3 If the Chair and Vice-Chair are not present or willing to act, the Directors present must choose one of their number to chair the meeting.

## 9.6 Voting

- 9.6.1 Each Director present and entitled to vote at a Board meeting has one vote. Proxy voting and alternate Directors are not permitted.
- 9.6.2 Questions arising at a Board meeting must be decided by a majority of votes. Such a decision is for all purposes a decision of the Board.
- 9.6.3 In the event of an equality of votes the meeting chair has a second casting vote.

## 9.7 Use of technology

The Board may hold a technology enabled meeting if:

- 9.7.1 all Directors (other than any Directors on leave of absence) have access to the technology to be used for the meeting; and
- 9.7.2 those Directors participating by technological means can hear, or can hear and read the communications of all other participating Directors.

## 9.8 Circulating resolutions

- 9.8.1 A written resolution signed or approved by all the Directors by technological means (other than any Member on leave of absence) is taken to be a decision of the Board passed at a Board meeting convened and held.
- 9.8.2 The written resolution may consist of:
  - (a) several documents in the same form, each signed by one or more Director and, such a resolution takes effect when the last Director signs such a document; or
  - (b) permanent records indicating the identity of each Director, the text of the resolution and the Director's agreement or disagreement to the resolution, as the case may be, and such a resolution takes effect when the last Director indicates his or her approval.

## 9.9 Conflicts and personal interests

- 9.9.1 A Director who has a material personal interest in a matter that relates to the Company's affairs must give the other Directors written notice of the interest unless the Corporations Act or Relevant Laws require otherwise.
- 9.9.2 To the maximum extent required by Law, a Director who has a material personal interest in a matter that is being considered by the Board must not be present while the matter is being considered, or vote on the matter.

## 9.10 Minutes

- 9.10.1 The Board must ensure that minutes of all proceedings of general, Board, sub-committee meetings (and meetings of any other Board entity) are recorded within one month after the relevant meeting is held.
- 9.10.2 The minutes must be signed by the meeting chair at which the proceedings took place or by the meeting chair of the next succeeding meeting.
- 9.10.3 Minutes entered and signed are prima facie evidence of the proceedings to which they relate.

## 9.11 Validity of acts / procedural defects

- 9.11.1 A Board act or decision will not be invalid by reason only of a defect or irregularity in connection with the election or appointment of a Director.
- 9.11.2 For entered and signed minutes, unless the contrary is proved:
  - (a) the meeting is deemed to have been convened and held;
  - (b) all proceedings that are recorded in the minutes as having taken place are deemed to have taken place; and
  - (c) all appointments that are recorded in the minutes as having been made are deemed to have been validly made.

## 10 SUB-COMMITTEES

### 10.1 Board's power to establish sub-committees

- 10.1.1 The Board may establish sub-committees as follows:
  - (a) a sub-committee will comprise two or more sub-committee members, of which at least one must be a Director;
  - (b) the sub-committee members otherwise need not be a Director;
  - (c) the sub-committee has the purpose set out in its charter approved by the Board, and may undertake the powers and functions delegated to it by the Board; and
  - (d) in the absence of any provision in the sub-committee charter, meetings and proceedings of any sub-committee are governed by the provisions of clause 9.

## 11 ADMINISTRATION

### 11.1 Change of name

The Members may change the Company's name by special resolution in accordance with the Corporations Act. Such a resolution authorises the Board to update all references to the Company's name in this Constitution.

### 11.2 Amendment of Constitution

- 11.2.1 The Members may amend this Constitution by special resolution in accordance with the Corporations Act and Relevant Laws.

11.2.2 If the Company is registered under Relevant Laws, a special resolution under clause 11.2.1 (unless it expressly provides otherwise) does not take effect if it would cause the Company to lose any entitlements to registration under Relevant Laws.

### 11.3 **Accounts**

11.3.1 The Board must cause:

- (a) proper accounting and other records to be kept in accordance with the requirements of the Corporations Act and Relevant Laws, and
- (b) financial statements as required by the Corporations Act and Relevant Laws be made and laid before each annual general meeting.

### 11.4 **Audits**

A properly qualified auditor must be appointed and the auditor's duties regulated in accordance with the requirements of the Corporations Act and Relevant Laws.

### 11.5 **Records and inspection**

A Member (other than a Director) is not entitled to inspect any document of the Company, except as provided by law or authorised by the Board.

### 11.6 **Service of notices**

11.6.1 Notices must be in writing and may be given by the Company to any Member:

- (a) in person;
- (b) by sending it by post to the person at the person's registered address; or
- (c) by sending it to the address, facsimile number, e-mail address or other address supplied for receiving notices.

11.6.2 A notice sent by post is deemed to have been given six Business Days after it was posted. A notice sent by fax, or by other electronic means, is deemed to have been given on the next business day after it was sent.

### 11.7 **Indemnity of officers**

11.7.1 The Company indemnifies current and former Directors (**Indemnified Officer**) out of its assets against any Liability incurred by the Indemnified Officer in or arising out of:

- (a) the conduct of the Company's affairs or business; or
- (b) the discharge of the Indemnified Officer's duties;

but only to the extent that:

- (c) the Indemnified Officer has acted in good faith and is not otherwise entitled or actually indemnified by a third party;
- (d) the Company is not precluded by Law from doing so; and

- (e) the Liability is not a cost or expense for an unsuccessful application to a Court for relief under the Corporations Act, or the defence of civil or criminal proceedings where judgement is given against the Indemnified Officer or in which the Indemnified Officer is not acquitted.

11.7.2 The Company may execute any deed in favour of any Indemnified Officer to confirm the indemnities conferred by clause 11.7.1 in relation to that person.

11.7.3 Clause 11.7.1 applies whether or not any deed is executed under clause 11.7.2.

## 11.8 Insurance

11.8.1 The Company may pay or agree to pay premiums for Directors and officers insurance to insure Indemnified Officers against any Liability incurred by the Indemnified Officer referred to in clause 11.7.

11.8.2 The Company may execute any deed in favour of any Indemnified Officer to take out insurance referred to in clause 11.8.1, on such terms as the Board considers appropriate.

## 11.9 Seal

11.9.1 The Board will determine whether or not the Company is to have a seal (known as the common seal) and, if so, will provide for the safe custody of such seal.

11.9.2 The seal, if any, of the Company may only be affixed to any instrument with the Board's authority.

11.9.3 The affixing of the seal must be attested by the signatures of persons authorised by the Board for that purpose.

## 11.10 Definitions

In this Constitution:

**Associate** means an associate admitted to the Company under clause 5;

**Board** means the Board of Management for the time being of the Company;

**Board Secretary** means the Director and office bearer under clause 7.7.3;

**Business Day** means a weekday which is not a public holiday in the state or territory of the Company's registered office;

**Chair** means the Director and office bearer under clause 7.7.1;

**College** means the registered school known as St Andrews Christian College;

**Company** means the company named on page 1 of this Constitution;

**Company Secretary** means a company secretary appointed under clause 8.4;

**Constitution** means this constitution of the Company;

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

**Director** means a person appointed to the Board under clause 7.1;

**General Assembly** means the General Assembly of the Presbyterian Church of Victoria;

**Hybrid Meeting** means a meeting held in two or more locations where some or all of the participants' attendance is enabled by audio and video conferencing or similar technology;

**Indemnified Officer** has the meaning given in clause 11.7;

**Law** includes statute, regulation, legislative instrument, rules, standards, proclamation, ordinance or by-law which, by or under statute, bind a person from time to time;

**Liability** includes cost, charge, loss, damage, expense or penalty;

**Member** means a person who is a member of the Company pursuant to clauses 3 and 4;

**Nominator** means any of the Presbytery, the Directors and the Company in General Meeting who have the right to nominate a Director pursuant to clause 7.1;

**Presbytery** means the Presbytery of Maroondah or such other Presbytery of the Presbyterian Church of Victoria within the bound of which the College may from time to time be located;

**Principal** means the person employed in that role pursuant to clause 8.3;

**Purposes** has the meaning given in clause 1;

**Regulations** means regulations made by the Board under clause 8.5;

**Relevant Laws** means all Laws, in effect from time to time, relevant to regulating the registration, reporting or governance obligations of the College, and includes without limitation at the date of adoption of this Constitution:

- (a) *Australian Charities and Not-for-profits Commission Act 2012* (Cth);
- (b) *Charities Act 2013* (Cth);
- (c) *Income Tax Assessment Act 1997* (Cth);
- (d) *Education Training and Reform Act 2006* (Vic) and any subordinate Law, including the *Education and Training Reform Regulations 2017* (Vic); and
- (e) *Ministerial Order No. 1359 – Implementing the Child Safe Standards – Managing the risk of abuse in schools and school boarding premises*;

**Representative** of a Member means:

- (a) a proxy appointed in accordance with clause 6.9;
- (b) an attorney of the Member, whose instrument of appointment has been provided to the Company,

and includes a Representative appointed on a standing basis;

**Terminable Conduct** means conduct by a Member or Director (whether or not in that capacity) which in the reasonable opinion of the Board:

- (a) is, has been or will be prejudicial to the Company's interests;
- (b) is not that of a fit and proper person, or a person of good fame and character;

- (c) has engaged in conduct which is inconsistent with obligations owed (whether by the Director or otherwise) under *Ministerial Order No. 1359 – Implementing the Child Safe Standards – Managing the risk of abuse in schools and school boarding premises*, or the College’s and Board’s policies and procedures implemented in compliance with that order;
- (d) is unbecoming of Members/Directors; or
- (e) is conduct similar to the above which is set out in the Regulations;

**Year**, in relation to a Director’s term of office, means the period of approximately one calendar year between annual general meetings.

## 11.11 Interpretation rules

11.11.1 Unless the contrary intention appears in this Constitution:

- (a) words importing the singular include the plural, and words importing the plural include the singular;
- (b) words importing a gender include every other gender;
- (c) words used to denote persons generally or importing a natural person include any company, corporation, body corporate or other body (whether or not the body is incorporated);
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) headings and bold text are for convenience only and do not affect its interpretation;
- (f) a Member is to be taken to be present at a general meeting if the Member is present in person or by Representative; and
- (g) if any act is required to be approved by the Presbytery or the General Assembly, that means by vote of a simple majority of the members of that body.

## 11.12 Interpretation subject to Relevant Laws

- 11.12.1 This Constitution is to be interpreted subject to Relevant Laws. If there is any inconsistency, Relevant Laws prevail.
- 11.12.2 To the extent that Relevant Laws require this Constitution to include provisions so that the Company can hold a registration or exemption status, those provisions are taken to form part of this Constitution.
- 11.12.3 Provisions which are optional replaceable rules under the Corporations Act do not apply to the Company.