

Constitution
Plenty Valley Christian Education
Limited

ACN [005 198 578]

A Company Limited by Guarantee

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prolegis
lawyers

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Preamble

Background

In December 1971 a meeting was held to examine the need for opening a Christian school in the Diamond Valley. Over the next few years, a small group of people documented a vision for a radically different kind of school to any of the state or private schools in the area and in 1976 after much prayer and discernment, an Association was incorporated under the principles enunciated in the Educational Creed.

Through these founding families and by God's providential grace Plenty Valley Christian College was established at Mernda in 1981, where schooling began with an initial intake of fifteen students, and then in 1983 the college moved to the Doreen site.

Education

Plenty Valley Christian Education Ltd is a member of Christian Education National, whose members provide education through Christian schools and other Christian education enterprises. Acknowledging Christ as Saviour and King of the whole of human life we continue to be a Christian organisation in which Christ is honoured by all study being undertaken in the light of God's revelation in the Old and New Testaments, by prayer and by study of the Bible. Because God has created all things our education aims to equip students to engage in all parts of life and society. Because of the biblical understanding of the fall of mankind our education seeks to enable students to understand that the world is not as God intended it to be; and because of the hope of redemption and ultimate restoration of this world, our education prompts students to engage in transforming the world. Such distinctively Christian education is the focus of our membership within Christian Education National.

Biblical basis

We have articulated what "Christian" means in a Statement of Faith that is grounded in Christian Scripture and that which forms an integral part of this constitution. We act and operate in a manner that is consistent with the Statement of Faith and by the principles laid down in the Educational Creed in this constitution.

Parental responsibility and partnership

We believe that children are a gift from God to parents whom He holds responsible for their nurture. We share the conviction that God has given parents corresponding authority to guide and direct their children in ways pleasing to Him, including in their education. God has provided and equipped teachers, educators, administrators and others to work in partnership with parents in Christian community, where all members have vital roles to play as they fulfil their God-given gifts and responsibilities.

We believe that schools are most effective where the educational task is carried out by believers working in community. We also believe that schools are most faithful to God's ordering of creation when, in their governance and operation, parents retain primary responsibility for, and authority over, the education of their children.

Therefore, in our organisations, Christian parents are welcomed to participate in the life of the School and are encouraged to contribute to the governing body through membership or in other constructive ways.

Christian education and the state

As a matter of justice, Governments have an obligation to ensure that education is freely available to all children and young people regardless of race, gender, religion, socio-economic status, ability or locality. This includes an obligation to fund equitably Christian schools where parents are not able to accept any form of education that fails to acknowledge Christ at its centre. Therefore, we claim all freedom in the field of education so long as this education takes place in obedience to God's Word and in adherence to the legitimate standards and provisions of democratic governments.

1 Definitions and Interpretation

1.1 Definitions

In this Constitution unless a contrary intention appears:

Alternate Director means a person appointed as an alternate Director under clause 21.1.

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

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

Chairman means the Chairman appointed under clause 20.1.

Christian Education National means Christian Education National Limited ABN 94 003 380 274 that is a national union of its member Associations in all states and territories.

Committee means a committee of Directors constituted under clause 17.

Company means "Plenty Valley Christian Education Limited" being an Australian Public Company Limited by Guarantee established under the Corporations Act.

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

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

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

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

Educational Creed means the association's foundational principles upon which the association was founded, and under which they determined to operate.

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

Member means a person entered on the Register of the Company as a Member.

Person means an individual human being or a corporation recognised in law as having certain right and obligations.

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

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

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

Representative means a person appointed to represent a corporate Member at a general meeting of the Company in accordance with the Corporations Act.

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

Schedule means a schedule to this Constitution.

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

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

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

Statement of Faith means the document set out in Schedule 1 to this Constitution.

Vice Chairman means the Vice Chairman appointed under clause 20.1.

1.2 Interpretation

In this Constitution unless the contrary intention appears:

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

1.3 Signing

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

1.4 Corporations Act

In this Constitution unless the contrary intention appears:

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

1.5 Headings

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

1.6 Replaceable rules do not apply

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

2 Purpose of the Company

The objects of the Company are:

- (a) to operate institutions for the purpose of Christian Education, where the curriculum is firmly based upon a Christian Worldview as expressed in our Statement of Faith and the principles contained in the Educational Creed,
- (b) to honour and empower the right, responsibility and privilege of Christian parents to educate their children and to assist Christian parents as they establish, maintain and govern schools for that purpose,
- (c) to foster Christian educational thought, practice and administration and set before itself and the Australian nation the ethics, educational principles and administrative practices of Christian education through the School,
- (d) to conduct such educational courses and programmes as the Company from time to time determines,
- (e) to act as trustee and to perform and discharge the duties and functions incidental thereto where this is incidental or conducive to the attainment of these objects,
- (f) to do such other things as are incidental or conducive to the attainment of these objects, and
- (g) to do all or any of the things authorised by the Corporations Act.

Comment [AR1]: These are based on CEN wording broadly – can be adapted as desired.

3 Powers

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

4 Application of income for Objects only

4.1 Profits

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

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

directly or indirectly by way of dividend, bonus or otherwise.

4.2 Payment in good faith

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

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

5 Winding Up

5.1 Contributions by members

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

5.2 Application of Property

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

imposed on the Company under this Constitution.

- (b) The institution will be determined by the Members at or before the time of dissolution.

5.3 Revocation of Australian Tax Office Endorsement

- (a) Where the Company has been endorsed as a deductible gift recipient in relation to a public fund under Subdivision 30-BA of the Income Tax Assessment Act 1997 (Commonwealth) (as amended), then where:
 - (i) the Company is wound up, or
 - (ii) the fund is wound up, or
 - (iii) the endorsement under Subdivision 30-BA of the Income Tax Assessment Act 1997 (Commonwealth) is revoked,

then any surplus assets of the fund remaining after payment of all liabilities must be transferred to an institution or fund that complies with clause 5.2 and is an endorsed deductible gift recipient.

- (b) Where the Company operates more than one fund for which it is a deductible gift recipient and its endorsement under Subdivision 30-BA of the Income Tax Assessment Act 1997 is revoked only in relation to one of those funds then it may transfer any surplus assets of the fund after payment of all liabilities to any other fund for which it is endorsed as a deductible gift recipient

6 Membership

6.1 Number of members

- (a) The minimum number of Members of the Company will be five (5) or such greater number as the Directors determine from time to time, subject to that number complying with the Corporations Act.
- (b) The Members at the date of adoption of this Constitution and any person the Directors admit to Membership under clause 6.3 are the Members of the Company.

Comment [JY2]: We suggest the minimum members of 5. However, the minimum required is 1 member.

6.2 Admission as a member

The Directors may admit any person as a Member if the person is eligible under clause 6.3 and agrees to be bound by this Constitution in any manner the Directors determine.

6.3 Membership Criteria

To be eligible to be a Member, a person must:

- (a) be proposed and seconded by existing Members,
- (b) consent in writing to become a Member of the Company, and
- (c) satisfy the Directors, in interview or otherwise, that they understand and agree with the Statement of Faith by word and accompanying lifestyle.
- (d) demonstrate their support for the association by attending three general meetings within 13 months, or performing such other services for the association as the Directors think sufficient.

Comment [AR3]: You may wish to add membership criteria here (such as being parents of students in the School, or staff etc). We recommend you leave this to the Board or Members in general meeting to determine by adopting a policy on admission to membership. This is easier to change as needed.

6.4 Membership Process

- (a) The application for Membership must be made:
 - (i) in writing, signed by the applicant,
 - (ii) in such form as the Directors from time to time prescribe, and
 - (iii) be accompanied by the Statement of Faith signed by the applicant.
 - (iv) pay any subscription that may be prescribed by the Directors from time to time
- (b) Each application for Membership must be considered by the Directors at the meeting of Directors first occurring after the application is made. At that meeting the Directors must determine whether to admit the applicant to Membership of the Company or whether to reject the application.
- (c) When an applicant has been accepted or rejected for Membership the Secretary must directly notify the applicant of the decision of the Directors.

6.5 Directors' discretion to admit or refuse admission as a Member

The Directors have the discretion to refuse any person or corporation admission as a Member without giving any reason for refusing.

7 Ceasing to be a member

7.1 Cessation of membership

A Member ceases to be a Member on:

- (a) death,
- (b) resignation by written notice to the Company having immediate effect or with effect from a specified date occurring not more than seven days after the service of the notice,
- (c) failing to pay any subscription that may be prescribed by the Directors from time to time after the subscription was due and payable,
- (d) becoming of unsound mind or a person whose personal estate is liable to be dealt with in any way under a law related to mental health,
- (e) the passing of a resolution by the Directors or Members in general meeting pursuant to clause 7.2,
- (f) failed to reaffirm their membership commitment pursuant to clause 6.3.
- (g) termination of his or her appointment as a Director pursuant to clause 13(f).

7.2 Termination of membership

- (a) Subject to this Constitution the Directors or Members in general meeting may at any time terminate the membership of a Member if the Member:
 - (i) refuses or neglects to comply with this Constitution or any applicable Rules or regulations made by the Directors,
 - (ii) engages in conduct which in the opinion of the Directors is unbecoming of the Member or prejudicial to the interests of the Company,
 - (iii) fails to make arrangements to pay any debt due to the Company for a period of three months after the date for payment (such debt not including a subscription referred to in clause 7.1(c)).

- (iv) makes statements which are inconsistent with, or contrary to, the statements contained in the Statement of Faith, or
 - (v) is no longer willing or able to subscribe to the Statement of Faith.
- (b) For a decision of the Directors or the Members in general meeting under clause 7.2 to be effective the dispute resolution procedure contained in clause 28 must be followed. The general nature of the allegations made against the Member must be notified to the Member and for the purposes of clause 28.1(a) this notification will be the notice of the Dispute.

7.3 Limited liability

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

8 General Meetings

8.1 Annual general meetings

Annual general meetings of the Company are to be held in accordance with the Corporations Act.

8.2 Convening a general meeting

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

8.3 Notice of a general meeting

Notice of a meeting of Members must be given in accordance with clause 33 and the Corporations Act.

8.4 Calculation of period of notice

In computing the period of notice under clause 8.3 both the day on which the notice is given or taken to be given and the day of the meeting convened by it are to be disregarded.

8.5 Cancellation or postponement of general meeting

- (a) Where a meeting of Members (including an annual general meeting) is convened by the Directors they may by notice, whenever they think fit, cancel the meeting or postpone the holding of the meeting to a date and time determined by them.
- (b) This clause 8.5 does not apply to a meeting convened in accordance with the Corporations Act by a single Director, by Members, by the Directors on the request of Members or to a meeting convened by a Court.

8.6 Notice of cancellation or postponement of a meeting

Notice of cancellation, postponement or change of place of a general meeting must state the reason for cancellation or postponement and be given:

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

8.7 Contents of notice of postponement of meeting

A notice of postponement of a general meeting must specify:

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

8.8 Number of clear days for postponement of meeting

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

8.9 Business at postponed meeting

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

8.10 Proxy at postponed meeting

Where by the terms of an instrument appointing a proxy:

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

then, by force of this clause 8.10, that later date is substituted for and applies to the exclusion of the date specified in the instrument of proxy, unless the Member appointing the proxy gives to the Company at its Registered Office notice in writing to the contrary not less than 48 hours before the time to which the holding of the meeting has been postponed.

8.11 Non-receipt of notice

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

8.12 Director entitled to notice of meeting

A Director is entitled to receive notice of and to attend all general meetings and is entitled to speak at those meetings.

9 Proceedings at general meetings

9.1 Reference to a member

Unless a contrary intention appears, a reference to a Member in this clause 9.1 means a person who is a Member or a proxy of that Member.

9.2 Number of a quorum

- (a) Subject to clause 9.1, **twenty (20) Members or one quarter of the current number of Members, whichever is smaller, present in person or by proxy are a quorum at a general meeting.**
- (b) In determining whether a quorum is present, each individual attending as a proxy is to be counted, except that:
 - (i) where a Member has appointed more than one proxy, only one is to be counted, and
 - (ii) where an individual is attending both as a Member and as a proxy, that individual is to be counted only once.

Comment [AR4]: We recommend a smaller quorum – such as 25% or 20 at the most, whichever is smaller. In schools it is quite difficult to achieve quorum where there is a requirement for parents to be members.

9.3 Requirement for a quorum

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

9.4 If quorum not present

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

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

9.5 Adjourned meeting

At a meeting adjourned under clause 9.4(b), those persons present being a Member or proxy present at the meeting are a quorum.

9.6 Appointment and powers of Chairman of general meeting

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

9.7 Absence of Chairman at general meeting

If a general meeting is held and:

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

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

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

9.8 Conduct of general meetings

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

9.9 Adjournment of general meeting

- (a) The Chairman of a general meeting may at any time during the meeting adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting either to a later time at the same meeting or to an adjourned meeting at any time and any place, but:
 - (i) in exercising the discretion to do so, the Chairman may, but need not, seek the approval of the Members present in person or by proxy, and
 - (ii) only unfinished business is to be transacted at a meeting resumed after an adjournment.
- (b) Unless required by the Chairman, a vote may not be taken or demanded by the Members present in person or by proxy in respect of any adjournment.

9.10 Notice of adjourned meeting

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

9.11 Questions decided by majority

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

9.12 Equality of votes – no casting vote for Chairman

If there is an equality of votes, either on a show of hands or on a poll, then the Chairman of the meeting is not entitled to a casting vote in addition to any votes to which the Chairman is entitled as a Member or proxy or attorney or Representative.

9.13 Voting on show of hands

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

9.14 Poll

If a poll is demanded:

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

9.15 Votes of Members

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

9.16 Right to appoint proxy

- (a) Subject to the Corporations Act, a Member entitled to attend a meeting of the Company is entitled to appoint another person (whether a Member or not) as proxy to attend in the Member's place at the meeting. A proxy has the same right as the Member to speak and vote at the meeting and may be appointed in respect of more than one meeting.
- (b) The instrument appointing a proxy must be in writing under the hand of the appointer or of his attorney duly authorised in writing or, if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised. The instrument appointing a proxy will be deemed to confer authority to demand or join in demanding a poll. A Member will be entitled to instruct his proxy to vote in favour of or against any proposed resolutions., The proxy may vote as he thinks fit unless otherwise instructed.

- (c) No Member, and no other person other than the Chair or Secretary, may hold and vote in accordance with more than three proxies.
- (d) The instrument appointing a proxy may be in the form set out in Schedule 2 to this Constitution.
- (e) The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority will be deposited at the registered office of the Company, or at such other place within the State as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or to the secretary not less than 30 minutes prior to the meeting commencement time, and in default the instrument of proxy will not be treated as valid.
- (f) A vote given in accordance with the terms of an instrument of proxy will be valid notwithstanding the previous death or unsoundness of mind of the principle or revocation of the instrument or of the authority under which the instrument was executed, if no notice in writing of such death unsoundness of mind or revocation as aforesaid has been received by the Company at the registered office by 5pm on the day before the commencement of the meeting or adjourned meeting at which the instrument is used.

9.17 Validity of vote in certain circumstances

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

- (a) the appointing Member dies, or
- (b) the Member revokes the appointment or authority.

9.18 Objection to voting qualification

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

10 Directors

10.1 Number of Directors

The number of Directors shall be such number between three (3) and ten (10) as the Directors shall determine from time to time, subject to clause 10.2, and that number complying with the Corporations Act.

10.2 Change of number of Directors

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

10.3 Directors elected at General Meeting

The Company may, at a General Meeting at which a Director retires or otherwise vacates office, by resolution fill the vacated office by electing a person to that office. (see schedule 4 for a list of the first directors)

10.4 Qualification of Directors

To be eligible for the office of Director a person must:

- (a) be a Member of the Company;
- (b) not be an employee of the Company; and
- (c) consent in writing to act as a Director.

10.5 Election of officers

At the second meeting of the Directors held following the Company's adoption of this Constitution, the Directors shall elect the officers of the Company. Thereafter, the Directors shall elect those officers with such frequency as the Directors from time to time determine.

10.6 Retirement of Directors

- (a) Directors are elected for terms of three (3) years.
- (b) At each Annual General Meeting, any Director who has held office for three (3) years or more since last being elected, must retire from office but is subject to clause 10.7 are eligible for reappointment.

- (c) The Members may by Ordinary resolution remove any Director before the expiration of that Director's period of office, and may by an Ordinary Resolution appoint another person in the place of that Director.

10.7 Reappointment of Directors

Directors are entitled to seek reappointment as Directors on three (3) occasions only so that a Director's period of service to the Company shall not exceed a period of twelve (12) consecutive years.

10.8 Office held until conclusion of meeting

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

10.9 Casual vacancy or additional Director

- (a) The Directors may at any time appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, provided the total number of Directors does not exceed the maximum number determined in accordance with clause 10.1.
- (b) A Director appointed under this clause holds office until the conclusion of the next Annual General Meeting of the Company but is eligible for election at that meeting.

11 Remuneration of Directors

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

12 Expenses of Directors

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

13 Vacation of office of Director

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

- (a) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health,
- (b) resigns from the office by notice in writing to the Company,
- (c) becomes insolvent or bankrupt, compounds with his creditors, or assigns his estate for the benefit of his creditors,
- (d) is absent personally or by proxy or Alternate Director at three successive meetings of the Directors without leave of absence from the Directors, or
- (e) becomes prohibited for being a Director by reason of any order of any court of competent jurisdiction.
- (f) Declares they no longer adhere to the Statement of Faith.

14 Powers and duties of Directors

14.1 Directors to manage the Company

- (a) The Directors are to manage the business of the Company and may exercise all the powers of the Company that are not, by the Corporations Act or by this Constitution, required to be exercised by the Company in general meeting.
- (b) The Directors shall use their best endeavours to ensure that the Statement of Faith is honoured in the conduct of the Company and the school.

14.2 Specific powers of Directors

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

15 Rules

- (a) Subject to this Constitution, the Directors may from time to time by resolution make and rescind or alter Rules which are binding on Members for the management and conduct of the business of the Company.
- (b) Subject to this Constitution, the Members may from time to time by resolution at any General Meeting make and rescind or alter Rules.

16 Appointment of attorney

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

17 Directors' committees

- (a) The Directors may delegate any of their powers, other than powers required by law to be dealt with by Directors as a board, to a committee or committees consisting of such one or more of their number as they think fit.
- (b) A committee to which any powers have been delegated under clause 17 must exercise those powers in accordance with any directions of the Directors. A power so exercised is taken to have been exercised by the Directors.

Comment [AR5]: You can specify particular committees here – however we recommend keeping this flexible as needs for committees change over time.

18 Powers of delegation

The powers of delegation expressly or impliedly conferred by this Constitution on the Directors are conferred in substitution for, and to the exclusion of, the power conferred by Section 198D of the Corporations Act.

19 Proceedings of directors

19.1 Directors meetings

- (a) The Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.
- (b) A Director may at any time, and the Secretary must on the written request of a Director, convene a meeting of the Directors.

19.2 Questions decided by majority

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

19.3 Alternate Director or proxy and voting

A person who is present at a meeting of Directors as an Alternate Director or as a proxy for another Director has one vote for each absent Director who would be entitled to vote if present at the meeting and for whom that person is an Alternate Director or a proxy. If that person is also a Director, then that person also has one vote as a Director in that capacity.

20 Chairman and vice chairman of directors

20.1 Election of Chairman

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

Comment [AR6]: You can provide for direct election of the Chairman by the members in general meeting. We recommend the Board elects its own Chairman as the Directors are in a better position to assess capability.

20.2 Absence of Chairman at Directors' meeting

If a Directors' meeting is held and:

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

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

20.3 No casting vote for Chairman at Directors' meetings

In the event of an equality of votes cast for and against a question, the Chairman of the Directors' meeting does not have a second or casting vote.

Comment [AR7]: The Corporations Act requires this – however you can make the appointment subject to the approval of the other Directors.

21 Appointment of alternate director

21.1 Appointment

- (a) Subject to the Corporations Act, a Director may appoint a person, with the approval of the Directors, to be an Alternate Director in the Director's place during such period as the Director thinks fit.
- (b) Subject to the Corporations Act, an appointment of an Alternate Director must be effected by a notice in writing signed by the Director who makes or made the appointment, and delivered to the Company.

21.2 Notice

An Alternate Director is entitled to notice of all meetings of the Directors and, if the appointor does not participate in a meeting, the Alternate Director is entitled to participate and vote in the appointor's place.

21.3 Alternate Director's powers

An Alternate Director may exercise all the powers of the appointor except the power to appoint an Alternate Director and, subject to the Corporations Act, may perform all the duties of the appointor except to the extent that the appointor has exercised or performed them.

21.4 Alternate Director responsible for own acts and defaults

Whilst acting as a Director, an Alternate Director:

- (a) is an officer of the Company and not the agent of the appointor, and
- (b) is responsible to the exclusion of the appointor for the Alternate Director's own acts and defaults.

21.5 Alternate Director and remuneration

An Alternate Director is not entitled to receive from the Company any remuneration or benefit.

21.6 Termination of appointment of Alternate Director

The appointment of an Alternate Director may be terminated at any time by the appointor even if the period, if any, of the appointment of the Alternate Director has not expired, and terminates in any event if the appointor ceases to be a Director.

21.7 Termination in writing

The termination of an appointment of an Alternate Director must be effected by a notice in writing signed by the Director who made the appointment and delivered to the Company.

21.8 Alternate Director and number of Directors

An Alternate Director is not to be taken into account separately from the appointor in determining the number of Directors.

22 Quorum for directors' meeting

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

23 Chairman of directors' committee

The Members of a committee may elect one of their number as Chairman of their meetings. If a meeting of a committee is held and:

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

then the Members involved may elect one of their number to chair the meeting.

24 Meetings of committee

24.1 Adjourning a meeting

A Committee may meet and adjourn as it thinks proper.

24.2 Determination of questions

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

25 Circulating resolutions

The Directors may pass a resolution without a Directors' meeting being held if all of the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy. The resolution is passed when the last Director signs.

26 Validity of acts of directors

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

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

27 Secretary

27.1 Appointment of Secretary

There must be at least one Secretary, who is appointed by the Directors.

27.2 Suspension and removal of Secretary

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

27.3 Powers, duties and authorities of Secretary

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

28 Dispute resolution

28.1 Handling a dispute

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

- (a) The Member and the Company must in the period fourteen days from the service of the notice of the Dispute (“Initial Period”) use their best endeavours to resolve the Dispute.
- (b) If the Company and the Member are unable to resolve the Dispute within the Initial Period, then the Dispute must be referred for mediation to a mediator agreed by the Member and the Company.
- (c) If the disputants are unable to agree on a mediator within seven days of the Initial Period, the Member or the Company may request the President of LEADR to nominate a mediator to whom the dispute will be referred.
- (d) The costs of the mediation will be shared equally between the Member and the Company.
- (e) Where:
 - (i) the party receiving the notice of the Dispute fails to attend the mediation required by clause 28.1(b), or
 - (ii) the mediation has not occurred within six weeks of the date of the notice of the Dispute, or
 - (iii) the mediation fails to resolve the Dispute,then the party serving the notice of Dispute will be entitled to commence any proceedings in a Court or Tribunal or before any authority or board in respect of the Dispute.
- (f) The procedure in this clause will not apply in respect of proceedings for urgent or interlocutory relief.

29 Documents

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

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

30 Accounts

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

31 Seals

31.1 Safe custody of common seals

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

31.2 Use of common seal

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

- (a) it may be used only by the authority of the Directors, or of a Committee authorised by the Directors to authorise its use, and
- (b) every document to which it is affixed must be signed by a Director and be countersigned by another Director, a Secretary or another person appointed by the Directors to countersign that document or a class of documents in which that document is included.

32 Inspection of records

32.1 Inspection by Members

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

32.2 Right of a Member to inspect

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

33 Service of documents

33.1 Document includes notice

In this clause 33, a reference to a document includes a notice.

33.2 Methods of service

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

document is taken:

- (i) to be effected by properly addressing and transmitting the fax or electronic transmission, and
- (ii) to have been delivered on the day following its transmission.

33.3 Evidence of service

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

34 Indemnity

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

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

except to the extent that::

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

35 Insurance

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director or Secretary or executive officer of the Company or of a Related Body Corporate of the Company against liability incurred by the person in that capacity, including a liability for legal costs, unless:

- (a) the Company is forbidden by statute to pay or agree to pay the premium, or

- (b) the contract would, if the Company paid the premium, be made void by statute.

36 Contract

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

37 Amendments of Constitution

This Constitution may be amended by a resolution passed at a General Meeting, Annual General Meeting or a Special General Meeting of which at least twenty-one (21) days notice in writing has been given of the intention to propose amendments to the Constitution at such a meeting. A resolution to amend the Constitution shall be carried by at least 75% of the financial members present and voting.

38 Schedule 1 – Statement of Faith

We believe in -

1. One God eternally existing in three persons; Father, Son and the Holy Spirit.
2. The sovereignty of God in creation, providence, redemption, revelation and final judgement.
3. The Divine inspiration of the original documents of the Bible, its entire trustworthiness, sufficiency and supreme authority in all matters of faith and conduct.
4. The Deity of our Lord Jesus Christ, in His virgin birth, in His sinless life, in His miracles, in his atoning death on the cross as our representative and substitute, and only sin-bearer, in His bodily resurrection, His ascension to the right hand of the Father, in His mediatorial work and His personal, visible return in power and glory.
5. The sinfulness and guilt of all mankind, that has rendered them subject to God's wrath and condemnation.
6. Justification of the sinner by grace of God through personal faith in Christ alone and regeneration by the Holy Spirit.
7. The receiving and indwelling of the Holy Spirit at conversion and His continuing work in the heart and life of the believer.
8. The only holy Universal Church of which Christ is the Head, to which all true believers belong.
9. The bodily resurrection and judgement of all mankind.

39 Schedule 2 – Educational Creed

(i) As a community united in Christ for the education of youth we confess with the Church universal that:

There is one God eternal and indivisible in whom are three Persons Father, Son and Holy Spirit, which three Persons are really truly and eternally distinct, each one truly God, yet without in any way destroying the unity of the one and only God who is one and not three.

This one God is the Creator of all things visible and invisible;

Man was created in the image of God with dominion over the creation;

Man sinned by disobeying the express command of God so repudiating his Creator and bringing God's wrath and curse on himself and on the whole creation over which he rules;

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

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

The Lord Jesus Christ having died for our sins rose again on the third day by the power of God ascended to heaven and is now seated at the right hand of God the Father Almighty who has put all things in subjection under his feet appointing him to be Head of all things to the Church which is his Body;

At the time appointed by God and known to no man this very same Jesus shall come the second time in power and great glory to judge all men living and dead and having destroyed this present world to establish the new heavens and new earth in which righteousness has permanent home;

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

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

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

(ii) We confess that:

The Scripture of the Old and New Testaments acknowledged in the confessions of the Reformation is in all things our supreme standard by which all we do is to be judged;

This Scripture written by men moved by the Holy Spirit is itself God's Word written God himself being the author;

Scripture is the integral divine Word by which God through his Spirit draws us to and enlightens us in the truth which is Christ Jesus our Lord the eternal Word of God;

The same eternal Word who reveals himself in Scripture reveals himself in all that he has created so that the revelation of God is one;

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

(iii) We confess that:

Man as God's image bearer is given dominion over the creation to rule it manage it and develop it for God who is King over Kings and Lord over Lords;

Man's life is fulfilled only in a life of free willing submission to God; a life lived in harmony with the law of God for his creation made known in the integral revelation of the Word of God;

Being now fallen into sin man can attain this fulfilment only through renewal by the Holy Spirit after the image of his creator;

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

It is man's glory as God's image bearer to do everything so that the glory of God is revealed in his doing;

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

(iv) We confess that:

Human life in its entirety is religion unfolding itself as service of the one true God or of a God-substitute;

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

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

No area of human knowledge is free of this sinful falsifying;

True education is possible only where the fear of God is re-established by God's grace in the heart of man as the indispensable foundation of all wisdom and knowledge.

(v) We confess that:

God in Christ by the Cross has restored the whole creation to harmony with Himself making all things new in Christ;

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

Christ in His redemption by His Holy Spirit is creating a new regenerated humanity bound in covenant community to Christ as Head;

This covenant community is God's appointed means through the power of the Holy Spirit within the community for communicating the redemption of Christ to the world;

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

(vi) We confess that:

The whole cosmos is the creation of God remaining under his government upheld by his power and existing for His glory;

The cosmos is neither chaotic nor meaningless but ordered and pregnant with meaning by the creative act of God graciously preserved and sustained by Him in spite of the disruptive effects of man's sin and subject to the law of the Creator in all things;

It is man's task to unfold the meaning that God the creator has given to the creation;

Man can fulfil his task only as dependent on the Holy Spirit; he functions in subjection to the law by which God orders the creation;

The law of the Creator ensures a rich diversity within the unbreakable unity of the cosmos;

The whole creation finds its coherence and meaning in Christ who is the First and the Last the Beginning and the End of the creation of God;

True education is the unfolding to the child of the creation in harmony with the order and meaning it has in Christ so that the child may be prepared and equipped for his office and calling in this world as God's image bearer and steward.

(vii) We confess that:

The covenant community redeemed in Christ expresses itself in the field of education in the school where Christ is confessed as Head of the educational task in harmony with Scripture;

The school is only one of several ways in which the covenant community expresses itself in this temporal world, each one displaying in a distinctive manner the rich fullness of Christ's redemption;

It is the special task of the school to open out to the child the meaning and structure of the creation under the guidance of the Word of God as part of the equipment of the child for his calling in life in subjection to Christ as King;

In pursuit of its special task, the school is in no sense subordinate or subject to family, church or state or to any other societal structure but to Christ alone who only rules as King over all;

As it expects respect for its own sovereignty under Christ so the school is bound to respect and uphold the sovereignty of family, church and state as well as every other societal structure each in its own sphere under Christ and to encourage such respect in the child;

This respect for the sovereignty of the societal structures under Christ requires that the school direct all its efforts toward its own special task refraining from activities that infringe on the special tasks of the family the church the state or any other societal structure;

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

(viii) We confess that:

The school is a community of students, teachers and members of the governing association united in a communal confession of faith in Christ as the Head;

Although parents have a primary responsibility for the education of the child yet as Christ has one Body and as believers are members together of that one Body the task of the school is the responsibility of the whole body of Christ;

Within the school community the student is subject to the authority of the teacher whose legitimate authority is to be upheld by the whole school community;

Authority is never to be exercised or maintained for its own sake but in the school is only to be used for the effective nurture of the child in harmony with the special task of the school and with an awareness that all authority is of God to whom all who exercise authority must give account.

(ix) We confess Christ as King of Kings and Lord of Lords, the Redeemer and Renewer of all our life; and we pursue the educational task together, with confident hope and humble reliance on God who for Jesus' sake, who sends his Holy Spirit to lead us into the truth, which is Christ, and with glad submission to God's Word as the guide of all our endeavour that in all things God may be glorified through Jesus Christ, to whom belongs the glory and the dominion forever.

40 Schedule 3 – Appointment of Proxy Form

[Name of Company] _____

Comment [JY8]: Name of the Company

Appointment of Proxy

I/We _____

being a member/members of the above named Company hereby appoint

of _____

or, in his or her absence

of _____

as my/our proxy to vote for me/us on my/our behalf at the meeting of the Company's members of the Company to be held on the _____ day of _____ 20__ and at any adjournment of that meeting.

This form is to be used *in favour of / *against the resolution

SIGNED _____

NAME _____

DATED _____

To be inserted if desired

* Strike out whichever is not desired

41 Schedule 4 – First Directors

The first Board of Directors were:

- Stuart Fowler
- Muriel Olive Auty
- Graeme William Crichton
- Hubertus Cornelis Schippers
- Bondewijn Franklin Hoogenraad