



# **Constitution**

## **Plenty Valley Christian Education Limited**

**ACN 005 198 578**

**A Public Company Limited by Guarantee**



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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 School 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. The name was later changed to Plenty Valley Christian College.

### ***Education***

Plenty Valley Christian Education Limited 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:

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

**Alternate Director** means an individual appointed as an alternate Director under clause 22.1.

**Annual General Meeting** has the same meaning as the term 'AGM' in the Corporations Act.

**ASIC** means the Australian Securities and Investments Commission.

**Christian Education National** means Christian Education National Limited being an Australian public company limited by guarantee established under the Corporations Act which bears the ACN 003 380 274, and which is a national union of its Member Associations in all states and territories.

**Company** means Plenty Valley Christian Education Limited being an Australian public company limited by guarantee established under the Corporations Act which bears the ACN 005 198 578.

**Constitution** means this constitution as amended from time to time.

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

**Deductible Contributions** means a contribution of money or property as described in item 7 or item 8 of the table in section 30-15 of the Tax Act in relation to a fundraising event held for that purpose.

**Director** means an individual holding office as Director of the Company.

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

**Early Learning Centre** has the same meaning that it has in the *Education and Training Reform Regulations 2017* (Vic).

**Educational Creed** means the document set out in Schedule 3, which provides the Company's foundational principles upon which the Company was founded, and under which the Company determined to operate.

**Fit and Proper Person** takes the meaning given by the *Education and Training Reform Regulations 2017* (Vic).

**General Meeting** means a meeting of the Members of the Company and includes an Annual General Meeting.

**Gifts** means gifts of money or property for the Principal purpose of the Company.

**Insolvency Event** occurs where:

- (a) an order is made or a resolution is passed by creditors for the winding up, dissolution or external administration of the Member;
- (b) the Member enters into any arrangement, compromise or composition with or assignment for the benefit of its creditors or any class of them; or



- (c) a controller, receiver, receiver and manager, official manager or other external administrator is appointed to the Member.

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

**Object** means the object of the Company as set out in clause 2.

**Principal** means an individual appointed as a Principal of a School in accordance with clause 17.

**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 an individual appointed to represent a corporate Member at a General Meeting in accordance with the Corporations Act.

**Rule** means a rule made by the Directors in accordance with clause 16.

**Schedule** means a Schedule to this Constitution.

**School** means any school or other educational institution (including an Early Learning Centre) operated by the Company from time to time.

**Secretary** means an individual appointed as a Secretary of the Company in accordance with clause **Error! Reference source not found.**

**Special Resolution** takes the meaning given by section 9 of the Corporations Act.<sup>1</sup>

**Statement of Faith** means the document set out in Schedule 2.

**Tax Act** means the *Income Tax Assessment Act 1997* (Cth).

## 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 clause is a reference to a clause in this Constitution unless otherwise stated;
- (d) a reference to a law includes regulations and instruments made under the law;
- (e) 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;
- (f) a reference to a meeting includes a meeting by technology provided the technology gives the persons entitled to attend the meeting, as a whole,

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<sup>1</sup> At the time of adoption of this Constitution, section 9 provides that a Special Resolution is a resolution:  
(a) of which notice has been given to the Members in accordance with clause 8.3; and  
(b) that has been passed by at least 75% of the votes cast by Members entitled to vote on the resolution.



reasonable opportunity to participate without being physically present in the same place;

- (g) a reference to a person being present in person includes an individual participating in a meeting as described in clause 1.2(f);
- (h) a reference to a person being present includes an individual participating in a meeting in person or through a proxy, attorney or Representative;
- (i) a reference to a “place” includes the place or location where a meeting may be held, is held or is taken to be held under the Corporations Act if meeting technology is used in holding the meeting;
- (j) a reference to a person includes a natural person, corporation or other body corporate;
- (k) “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
- (l) Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia.

### **1.3 Signing and electronic communication**

Where, by a provision of this Constitution, a document including a notice is required to be signed or communicated, that requirement may be satisfied in any manner permitted by the applicable law of the State or Commonwealth relating to electronic signing and transmission of documents, or in any other manner approved by the Directors.

### **1.4 Corporations Act**

- (a) In this Constitution unless the contrary intention appears:
  - (i) expressions in this Constitution that deal with a matter dealt with by a particular provision of the Corporations Act have the same meaning as they have in the Corporations Act;
  - (ii) “section” means a section of the Corporations Act; and
  - (iii) while the Company is a registered charity under the ACNC Act:
    - (A) subject to clause 1.4(a)(iii)(B), the provisions of the Corporations Act in Part 2G.2 and Part 2G.3 apply as if section 111L(1) of the Corporations Act was not enacted; and
    - (B) if one of those provisions includes a reference to ASIC, including a reference to lodge any document with, or seek consent or approval from ASIC, that particular requirement does not apply to the Company.
- (b) The provisions of the Corporations Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Company.

### **1.5 Headings**

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





## **2 Object of the Company**

The Object of the Company is to pursue the charitable purposes of advancing religion and advancing education by:

- (a) operating institutions for the purpose of Christian Education, where the curriculum is firmly based upon a Christian Worldview as expressed in the Statement of Faith and the principles contained in the Educational Creed;
- (b) honouring and empowering 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) fostering 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) establishing, operating and maintaining one or more Early Learning Centres to provide education and services from a biblical worldview perspective in accordance with the Statement of Faith;
- (e) conducting such educational courses and programmes as the Company from time to time determines;
- (f) acting as trustee and to perform and discharge the duties and functions incidental thereto where this is incidental or conducive to the attainment of the Object; and
- (g) doing such other things as are incidental or conducive to the attainment of the Object, including the establishment of a public fund.

## **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 and where the Company is a trustee, the powers of the trustee under the relevant trust instrument and laws related to trusts and trustees.

## **4 Application of income for Object only**

### **4.1 Application of income and property**

The income and the property of the Company, however derived:

- (a) must be applied solely towards the promotion of the Object; 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, benefit or otherwise.

### **4.2 Payment in good faith**

Clause 4.1 does not prevent payment, directly or indirectly, in good faith to a Member:

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



- (c) of fair and reasonable interest on money borrowed by the Company in the ordinary course of business from the Member at a rate not exceeding that fixed for the purposes of this clause 4.2(c) by the Company in a General Meeting;
- (d) of reasonable rent or equivalent payment (including licence fees) for use of premises let by the Member to the Company; or
- (e) in furtherance of the Object.

## **5 Winding up**

### **5.1 Guarantee by Members**

- (a) Each Member undertakes to contribute an amount not to exceed \$100 to the Company's property if the Company is wound up while they are a Member, or within 1 year after they cease to be a Member.
- (b) On winding up of the Company, this contribution is for:
  - (i) payment of the Company's debts and liabilities;
  - (ii) the costs of winding up; and
  - (iii) adjustment of the rights of the contributories among themselves.

### **5.2 Application of property**

- (a) Subject to clause 4.2(e), if any property remains on the winding up or dissolution of the Company after satisfaction of all its debts and liabilities, then, subject always to clause 5.3, that property may not be paid to or distributed among the Members but must be transferred to one or more funds or institutions:
  - (i) that have charitable purposes similar to, or inclusive of, the Object; and
  - (ii) are not-for-profit entities whose governing documents prohibit the distribution of its income and property among its Members (if it has Members) to at least the same extent as imposed on the Company under this Constitution.
- (b) If any property remains on the closure of the School (whether or not the Company is wound up or dissolved), and after satisfaction of all its debts and liabilities, then, subject always to clause 5.3, that property may not be paid to or distributed among the Members but must be:
  - (i) used by the Company to provide education to school-aged children; or
  - (ii) distributed in accordance with clause 5.2(a).
- (c) The funds or institutions will be determined by the Members at or before the time of dissolution.

### **5.3 Application of Property if deductible gift recipient**

- (a) Where the Company has been endorsed as a deductible gift recipient under Subdivision 30-BA of the Tax Act in relation to a fund or institution it operates and:
  - (i) the Company is wound up;
  - (ii) the fund or institution is wound up; or



(iii) an endorsement under Subdivision 30-BA of the Tax Act is revoked;

then, after satisfaction of all debts and liabilities, any surplus:

(iv) Gifts;

(v) Deductible Contributions; and

(vi) money received by the Company because of such Gifts or Deductible Contributions;

remaining in the Company, fund or institution (whichever is relevant) operated by the Company must be transferred to one or more funds or institutions that comply with clause 5.2 and are each deductible gift recipients.

(b) Where the Company operates more than one fund or institution for which it is a deductible gift recipient and its endorsement under Subdivision 30-BA of the Tax Act is revoked only in relation to one of those funds or institutions then it may transfer any surplus assets of that fund or institution remaining after payment of all liabilities to any other fund or institution 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 5.

(b) The Members at the date of adoption of this Constitution and any person the Directors admit to Membership under clause 6.2 are the Members of the Company.

### **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 makes an application in accordance with clause 6.4.

### **6.3 Membership criteria**

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

(a) be nominated by 2 existing Members;

(b) consent in writing to become a Member;

(c) satisfy the Directors, in interview or otherwise that they understand and agree with the Statement of Faith by work and accompanying lifestyle;

(d) demonstrate their support for the Object of the Company by attending three general meetings within 13 months, or performing such other services for the Company as the Directors think sufficient or otherwise at the discretion of the Directors

(e) agree to be bound by this Constitution, including the Statement of Faith.

### **6.4 Membership process**

(a) The application for Membership must be:

(i) accompanied by the signed Statement of Faith;



- (ii) in such form as the Directors may from time to time prescribe, signed by the applicant and returned to the Company as directed on the form; and
  - (iii) accompanied by the Membership fee, if any, prescribed by the Directors.
- (b) Each application for Membership must be considered by the Directors within a reasonable time after the application is made.
- (c) When an applicant has been accepted or rejected for Membership the Secretary must notify the applicant of the decision of the Directors within a reasonable period.

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

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

#### **6.6 Registration as Member**

If the Directors accept an application for Membership, as soon as practicable, the Directors must cause the name of the person to be entered in the Register.

#### **6.7 Membership fees**

The Members must pay such Membership fees as prescribed from time to time by the Directors.

#### **6.8 Register**

- (a) The Company must establish and maintain a Register. The Register must be kept by the Secretary and must contain:
- (i) for each current Member:
    - (A) name;
    - (B) address;
    - (C) any alternative address nominated by the Member for the service of notice; and
    - (D) date the Member was entered on to the Register.
  - (ii) for each person who stopped being a Member in the last 7 years:
    - (A) name;
    - (B) address;
    - (C) any alternative address nominated by the Member for the service of notices; and
    - (D) date the Membership started and ended.
- (b) The Company must provide access to the Register in accordance with the Corporations Act.

### **7 Ceasing to be a Member**

#### **7.1 Cessation of Membership**

A Member ceases to be a Member on:

- (a) in the case of an individual, death or, in the case of a body corporate, its ceasing to exist;



- (b) resignation by written notice to the Company having immediate effect or with effect from a specified date in the notice;
- (c) failing to pay any fee that may be prescribed by the Directors from time to time within 12 months after the fee was due and payable;
- (d) in the case of an individual, becoming of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law related to mental health;
- (e) in the case of a body corporate, immediately before the Member becoming subject to an Insolvency Event;
- (f) in the case of an individual, becoming bankrupt or insolvent or making an arrangement or composition with creditors of a person's joint or separate estate generally;
- (g) the passing of a resolution by the Directors or Members in General Meeting in accordance with clause 7.2;

## **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 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 pay any debt due to the Company within a period of 3 months after the date for payment (such debt not including a fee referred to in clause 7.1(c));
  - (iv) acts or makes statements which in the reasonable opinion of the Directors are inconsistent with or contrary to 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(a) to be effective, the general nature of the allegations made against the Member must be notified to the Member in writing and the Member must be given a reasonable opportunity to respond.
- (c) If a dispute arises regarding the termination of a Member's Membership under this clause 7.2, the dispute resolution procedure contained in clause 27 must be followed and, for the purposes of clause 27.1, written notification under clause 7.2(b) will be the notice of the dispute (as defined in clause 27.1).

## **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 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 when they think fit and must do so if required to do so under the Corporations Act.

## **8.3 Notice of a General Meeting**

- (a) Notice of a General Meeting must be given in accordance with the Corporations Act and served in accordance with clause 32.
- (b) A Director is entitled to receive notice of and to attend all General Meetings and is entitled to speak at those meetings.

## **8.4 Calculation of period of notice**

In computing the period of notice under clauses 8.3 and 8.6(c), 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 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 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**

- (a) Notice of cancellation, postponement or change of place of a General Meeting must state the reason for cancellation or postponement and be given:
  - (i) to each Member individually; and
  - (ii) to each other person entitled to be given notice of a General Meeting under the Corporations Act.
- (b) A notice of postponement of a General Meeting must specify:
  - (i) the postponed date and time for the holding of the meeting;
  - (ii) 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
  - (iii) if the meeting is to be held in 2 or more places, the technology that will be used to facilitate the holding of the meeting in that manner.
- (c) The number of 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 days' notice of the General Meeting required to be given under clause 8.3.

## **8.7 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.



## **8.8 Proxy at postponed meeting**

Whereby the terms of an instrument appointing a proxy:

- (a) the proxy is authorised to attend and vote at one or more 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 operation of this clause 8.8, 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.

## **8.9 Non-receipt of notice**

The non-receipt of notice of a General Meeting or the convening, cancellation or postponement of a General Meeting by, or the accidental omission to give notice of a General Meeting or the convening, 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 convening, cancellation or postponement of a meeting.

## **9 Proceedings at General Meetings**

### **9.1 Number of a quorum**

- (a) One quarter of all Members or 20 Members, whichever is the lesser number, present are a quorum at a General Meeting.
- (b) In determining whether a quorum is present, each individual attending as a proxy appointed under clause 9.15 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 (whether a Member or not) is attending holding more than one proxy, that individual is to be counted only once.

### **9.2 Requirement for a quorum**

- (a) An item of business may not be transacted at a General Meeting unless a quorum is present when the meeting proceeds to consider it.
- (b) 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 chairperson of the meeting (on the chairperson's own motion or at the request of a Member or proxy who is present) declares otherwise.

### **9.3 If quorum not present**

If within 15 minutes after the time appointed for a meeting a quorum is not present, the meeting:

- (a) if convened 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.

#### **9.4 Adjourned meeting**

At a meeting adjourned under clause 9.3(b), 2 Members present at the meeting are a quorum. If a quorum is not present within 15 minutes after the time appointed for the adjourned meeting, the meeting is dissolved.

#### **9.5 Appointment and powers of chairperson of General Meeting**

If the Directors have elected one of their number as chairperson of their meetings under clause 21.1, that person is also entitled to preside as chairperson at a General Meeting.

#### **9.6 Absence of chairperson at General Meeting**

If a General Meeting is held and:

- (a) a chairperson has not been elected by the Directors; or
- (b) the elected chairperson 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 persons may preside as chairperson of the meeting (in order of precedence):

- (c) the deputy chairperson if a Director has been so elected by the Directors under clause 21.1; or
- (d) a Director or Member elected by the Members present in person to preside as chairperson of the meeting.

#### **9.7 Conduct of a General Meeting**

- (a) The chairperson 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 chairperson'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 chairperson considers it necessary or desirable for the proper conduct of the meeting.
- (b) A decision by the chairperson under this clause 9.7 is final.

#### **9.8 Adjournment of a General Meeting**

- (a) The chairperson 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 chairperson may, but need not, seek the approval of the Members present; and
  - (ii) only unfinished business is to be transacted at a meeting resumed after an adjournment.
- (b) Unless required by the chairperson, a vote may not be taken or demanded by the Members present in person or by proxy in respect of any adjournment.

### **9.9 Notice of an adjourned General Meeting**

It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned General Meeting unless it is adjourned for 1 month or more. In that case, notice of the adjourned meeting must be given as in the case of an original meeting.

### **9.10 Questions decided by majority**

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

### **9.11 Equality of votes – no casting vote for chairperson**

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

### **9.12 Voting at a General Meeting**

- (a) At any General Meeting a resolution put to the vote of the meeting must be decided:
- (i) on a poll, if:
    - (A) technology is used in holding the meeting; or
    - (B) a poll is properly demanded and the demand is not withdrawn; or
  - (ii) otherwise, on a show of hands.
- (b) A declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously, or by a particular majority, or lost, is conclusive evidence of the fact.
- (c) Neither the chairperson 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.

### **9.13 Poll**

If a poll is demanded at a General Meeting:

- (a) it must be taken in the manner and at the date and time directed by the chairperson and the result of the poll is the resolution of the meeting at which the poll was demanded;
- (b) on the election of a chairperson 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.

#### **9.14 Votes of Members**

- (a) Every Member has one vote.
- (b) Subject to this Constitution, including clause 9.14(c):
  - (i) on a show of hands at a General Meeting, each Member present in person and each other person present as a proxy of a Member has one vote; and
  - (ii) on a poll at a General Meeting, 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.
- (c) If the proxy has 2 or more appointments that specify different ways to vote on the resolution, the proxy must only vote on a poll.

#### **9.15 Right to appoint proxy**

- (a) Subject to the Corporations Act, a Member entitled to attend a General Meeting 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 signed by the appointor or their attorney duly authorised in writing or, if the appointor is a corporation, either under seal or signed by an officer or attorney duly authorised.
- (c) The instrument appointing a proxy will be deemed to confer authority to demand or join in demanding a poll.
- (d) A Member is entitled to instruct their proxy to vote in favour of or against any proposed resolutions. The proxy may vote as they think fit unless otherwise instructed.
- (e) The instrument appointing a proxy may be in the form set out in Schedule 1 to this Constitution.
- (f) The instrument appointing a proxy (along with a certified copy of the power of attorney or other authority, if any, under which it is signed) must be received at
  - (i) the Registered Office;
  - (ii) such other place within the State, or to an email address, as is specified for that purpose in the notice convening the meeting; or
  - (iii) any other means provided by the Corporations Act, 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 or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll. Documents received after this time will not be treated as valid.
- (g) The Company receives a document referred to in clause 9.15(f):



- (i) if the document is given by means of an electronic communication in accordance with the Corporations Act, when the document is received by the Company; and
- (ii) otherwise, when the document is received at:
  - (A) the Registered Office; or
  - (B) a place specified for the purpose in the notice of meeting.

#### **9.16 Validity of vote in certain circumstances**

Unless the Company has received written notice of the matter before the start or resumption of a General 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;
- (b) the Member revokes the appointment or authority; or
- (c) the Member is mentally incapacitated.

#### **9.17 Objection to voting qualification**

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

#### **10 Circular resolutions of Members**

- (a) The Members may pass any resolution that the Corporations Act or this Constitution requires or permits to be passed at a General Meeting in the manner set out in this clause without holding a General Meeting.
- (b) A resolution under this clause 10 is passed if each Member entitled to vote on the resolution:
  - (i) signs 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 Members if the wording of the resolution and statement is identical in each copy; or
  - (ii) sends an email to the Company confirming that they agree to a proposed resolution, and that email includes the text of the proposed resolution.
- (c) The resolution is passed when the last Member signs or when the last Member's email is received by the Company.
- (d) The Company must notify the auditor (if any) as soon as possible that a circular resolution has or will be put to Members and set out the wording of the resolution. A failure to do so does not invalidate the resolution.



## **11 Directors**

### **11.1 Number of Directors**

The number of Directors must be such number between 3 and 10 as the Members determine. In the absence of any such determination, the number of Directors will be 7.

### **11.2 Directors elected at General Meeting**

The Company may, at a General Meeting at which:

- (a) a Director retires or otherwise vacates office; or
- (b) a Director vacancy exists by operation of clause 11.1 or otherwise,

by resolution fill the vacated office by electing an individual to that office.

### **11.3 Qualification of Directors**

- (a) To be eligible for the office of Director a person must:
  - (i) be a Member at the date of appointment and at all times during their term as Director;
  - (ii) not be an employee of the Company; and
  - (iii) subject to clause 11.3(b), consent in writing to act as a Director; and
  - (iv) declare in writing that:
    - (A) they are a Fit and Proper Person at the date of appointment; and
    - (B) at all times during their term as Director, they are a Fit and Proper Person.
- (b) Where a person is seeking election at a General Meeting for the first time, the signed consent must be lodged at the Registered Office at least 28 days (or such other period as determined by the Directors) before the date fixed for the holding of the General Meeting.
- (c) In the event that it is required under a law, regulation or guideline applicable to the Company<sup>2</sup>, the Company must ensure that a majority of the Directors are persons who have the requisite level or degree of responsibility to the general public.

### **11.4 Terms and retirement of a Director**

- (a) Subject to clause 11.4(b), a Director is elected for a term of 3 years.
- (b) At each Annual General Meeting, any Director who has held office for 3 years or more since last being elected, must retire from office but subject to clause 11.5 is eligible for reappointment. A retiring Director holds office until the conclusion of the meeting at which that Director retires.
- (c) The Members may by ordinary resolution increase or decrease the period of time for which a Director holds office under clause 11.4(a).
- (d) In addition to the right to remove Directors under section 203D of the Corporations Act, the Members may by ordinary resolution remove any Director before the

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<sup>2</sup> Such as where the Company or its public fund is endorsed as a deductible gift recipient and this is a condition for such endorsement.



expiration of that Director's period of office and may by an ordinary resolution appoint another person in the place of that Director.

#### **11.5 Reappointment of a Director**

A Director is entitled to seek reappointment as a Director on 3 occasions provided that a Director's period of continuous service to the Company does not exceed a period of 12 years, excluding any period of service under clause 11.6.

#### **11.6 Casual vacancy**

- (a) The Directors may at any time appoint any person meeting the requirements of clause 11.3 to be a Director to fill a casual vacancy, provided the total number of Directors does not exceed the number determined in clause 11.1.
- (b) A Director appointed under clause 11.6(a) holds office until the conclusion of the next Annual General Meeting but is eligible for election at that meeting.

#### **11.7 Appointment of officers**

The Directors are to appoint the other officers with such frequency as the Directors from time to time determine.

#### **12 Remuneration of Directors**

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

#### **13 Expenses of Directors**

- (a) 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 of Directors or when otherwise engaged on the business of the Company.
- (b) Any payment to a Director must be approved by the Directors.

#### **14 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) ceases to be eligible under clause 11.3;
- (b) declares that they can no longer subscribe to the Statement of Faith;
- (c) resigns from the office by notice in writing to the Company having immediate effect or with effect from a specified date in the notice;
- (d) is not present at 3 successive meetings of the Directors without leave of absence from the Directors;
- (e) 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;
- (f) becomes insolvent or bankrupt, compounds with their creditors, or assigns their estate for the benefit of their creditors;
- (g) becomes prohibited, disqualified or removed from being a Director by reason of any order of any court of competent jurisdiction or regulator; or



- (h) dies.

## **15 Powers and duties of Directors**

### **15.1 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 must use their best endeavours to ensure that the Statement of Faith is honoured in the conduct of the Company and the School.

### **15.2 Specific powers of Directors**

Without limiting the generality of clause 15.1, and subject to any trusts relating to the assets of the Company, the Directors may exercise all the powers of the Company to:

- (a) borrow or raise money;
- (b) charge any property or business of the Company; and
- (c) give any security for a debt, liability or obligation of the Company or of any other person.

### **15.3 Compliance with duties**

While the Company is a registered charity under the ACNC Act, each Director must comply with the duties described in governance standard 5 as set out in the regulations made under the ACNC Act and such other obligations as apply under the ACNC Act or the Corporations Act from time to time.

### **15.4 Delegation**

- (a) The Directors may resolve to delegate any of their powers to:
  - (i) a committee in accordance with clause 26;
  - (ii) a Director;
  - (iii) an employee of the Company on terms and subject to any restrictions to be decided by the Directors; or
  - (iv) any other person on terms and subject to any restrictions to be decided by the Directors.
- (b) The power may be delegated for such time as determined by the Directors and the Directors may at any time revoke or vary the delegation.
- (c) The delegate must exercise the powers delegated in accordance with any directions of the Directors, and the exercise of the power by the delegate is as effective as if the Directors had exercised it.
- (d) The Directors may continue to exercise any power they have delegated.

## **16 Rules**

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.



## **17 Principal, Secretary and Public Officer**

### **17.1 Principal**

- (a) The Directors may appoint a Principal on such terms and conditions (including as to remuneration) as they think fit.
- (b) The Directors may delegate any of their powers to the Principal and the Principal must exercise those powers:
  - (i) in accordance with the terms and subject to any restrictions or the directions of the Directors; and
  - (ii) so as to be concurrent with, or to the exclusion of, the powers of the Directors,and may revoke the delegation at any time.
- (c) The Principal may be invited to attend all meetings of the Directors but may not hold the office of a Director and is not entitled to vote.

### **17.2 Secretary**

- (a) There must be at least one Secretary who is to be appointed by the Directors.
- (b) The Directors may suspend or remove a Secretary from that office.
- (c) 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.

### **17.3 Public Officer**

The Directors must appoint a person as Public Officer of the Company in accordance with the *Income Tax Assessment Act 1936* (Cth).

## **18 Appointment of attorney**

- (a) By power of attorney, the Directors may appoint any person to be an attorney of the Company, with such powers, authorities and discretions of the Directors as the Directors think fit and for such purposes, period and conditions as determined by the Directors.
- (b) A power of attorney granted under clause 18(a) may contain any provisions for the protection and convenience of the attorney and 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.

## **19 Conflicts of interest**

### **19.1 Disclosure of conflict of interest**

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

- (a) to the Directors; or



- (b) if all of the Directors have the same conflict of interest, to the Members at the next General Meeting, or at an earlier time if reasonable to do so.

## **19.2 Disclosure recorded in minutes**

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

## **19.3 Material personal interest**

Each Director who has a material personal interest in a matter that is being considered at a meeting of the Directors (or that is proposed in a circular resolution) must not, except as provided under clause 19.4:

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

## **19.4 Present and voting**

A Director with a material personal interest in a matter may still be present and vote if:

- (a) their interest arises because they are a Member of the Company and the other Members have the same interest;
- (b) their interest arises in relation to remuneration as a Director of the Company;
- (c) their interest relates to an insurance contract that insures, or would insure, the Director against liabilities that the Director incurs as a Director of the Company (see clause 33.2);
- (d) their interest relates to a payment by the Company under clause 33.1, or any contract relating to an indemnity that is allowed under the Corporations Act;
- (e) ASIC makes an order allowing the Director to vote on the matter; or
- (f) the Directors who do not have material personal interest in the matter pass a resolution that:
  - (i) identifies the Director, the nature and extent of the Director's interest in the matter and how it related to the affairs of the Company; and
  - (ii) states that those Directors are satisfied that the interest should not stop the Director from voting or being present.

## **20 Proceedings of Directors**

### **20.1 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.

### **20.2 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.





### **20.3 Alternate Director and voting**

- (a) A person who is present at a Directors' meeting as an Alternate Director:
  - (i) is entitled to participate and vote in the appointor's place if the appointor would have been entitled to vote and does not participate in that meeting; and
  - (ii) has one vote for each person for whom they have been appointed as Alternate Director.
- (b) If that person is also a Director, then that person also has one vote as a Director in that capacity.

## **21 Chairperson and deputy chairperson of Directors**

### **21.1 Election of chairperson and deputy chairperson**

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

### **21.2 Absence of chairperson at Directors' meeting**

If a Directors' meeting is held and:

- (a) a chairperson has not been elected under clause 21.1; or
- (b) the chairperson is not present within 10 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act;

then the deputy chairperson, if elected under clause 21.1, must be the chairperson of the meeting or, if the deputy chairperson is not present, the Directors present must elect one of their number to be a chairperson of the meeting.

### **21.3 No casting vote for chairperson at Directors' meetings**

In the event of an equality of votes cast for and against a resolution, the chairperson of the Directors' meeting does not have a second or casting vote, and consequently the resolution will not be passed.

## **22 Alternate Director**

### **22.1 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. The approval of the Alternate Director's appointment may be withdrawn by the Directors at any time.
- (b) Subject to the Corporations Act, an appointment of an Alternate Director must be affected by a notice in writing signed by the Director who makes or made the appointment and delivered to the Company.

### **22.2 Notice**

An Alternate Director is entitled to notice of all meetings of the Directors.



### **22.3 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.

### **22.4 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.

### **22.5 Alternate Director and remuneration**

An Alternate Director is entitled to receive from the Company any remuneration or benefit of the Director in whose place the Alternate Director is standing.

### **22.6 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.

### **22.7 Termination in writing**

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

### **22.8 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.

## **23 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 a majority of Directors holding office.
- (b) The Directors may act despite a vacancy in their number. If their number is reduced below the minimum fixed by clause 11.1, the 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.

## **24 Circular resolutions**

- (a) The Directors may pass a resolution without a Directors' meeting being held in the manner set out in this clause.
- (b) A circular resolution is passed if each Director entitled to vote on the resolution:
  - (i) signs 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; or



- (ii) sends an email to the Company confirming that they agree to the proposed resolution, and that email includes the text of the proposed resolution.
- (c) The resolution is passed when the last Director signs.

## **25 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 taken as valid as if the relevant person had been duly appointed or had duly continued in office and was qualified and entitled to vote, 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.

## **26 Committees**

### **26.1 Delegation to committees**

- (a) The Directors may delegate any of their powers, to a committee consisting of one or more Directors as they think fit and may revoke the delegation at any time.
- (b) A committee to which any powers have been delegated under clause 26.1(a) must exercise those powers:
  - (i) in accordance with the terms and subject to any restrictions and any directions of the Directors; and
  - (ii) so as to be concurrent with, or to the exclusion of, the powers of the Directors,

and a power so exercised is taken to have been exercised by the Directors.

### **26.2 Meetings of committees**

A committee may meet and adjourn as it thinks proper.

### **26.3 Chairperson of a committee**

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

- (a) a chairperson has not been elected; or
- (b) the chairperson is not present within 10 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act;

then the committee Members involved may elect one of their number to be chairperson of the meeting.

### **26.4 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 chairperson of the meeting does not have a casting vote.



## **27 Dispute resolution**

### **27.1 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 this Constitution, the 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 of 14 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 7 days of the expiration of the Initial Period, the Member or the Company may request the chairperson of Resolution Institute<sup>3</sup> to nominate a mediator to whom the Dispute will be referred;
- (d) the costs of the mediation must be shared equally between the Member and the Company; and
- (e) where:
  - (i) the party receiving the notice of the Dispute fails to attend the mediation required by clause 27.1(b);
  - (ii) the mediation has not occurred within 6 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.

### **27.2 Urgent interlocutory relief**

The procedure in clause 27.1 will not apply in respect of proceedings for urgent or interlocutory relief.

## **28 Execution of documents**

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

- (a) 2 Directors;
- (b) a Director and the Secretary; or
- (c) such other persons as the Directors by resolution appoint from time to time.

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<sup>3</sup> Resolution Institute is a not-for-profit organisation facilitating dispute resolution – further information can be found at [www.resolution.institute](http://www.resolution.institute).



## **29 Accounts**

- (a) The Directors must cause proper financial records to be kept and, if required by a law, regulation or guideline applicable to the Company or otherwise considered by the Directors to be appropriate, cause the accounts of the Company to be audited or reviewed accordingly.
- (b) The Directors must distribute to the Members copies of the annual financial reports of the Company accompanied by a copy of the report of the auditor or reviewer (as required) and report of Directors in accordance with the requirements of a relevant law, regulation or guideline.

## **30 Seals**

### **30.1 Safe custody of common seals**

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

### **30.2 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.

## **31 Inspection of records**

### **31.1 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).

### **31.2 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.

## **32 Service of documents**

### **32.1 Document includes notice**

In this clause 32, a reference to a document includes a notice.

### **32.2 Methods of service**

- (a) The Company may give a document to a Member or Director:
  - (i) personally;
  - (ii) by sending it by post to the address for the Member or Director in the Register or an alternative address nominated by the Member or Director;



- (iii) by sending it to an electronic address nominated by the Member or Director; or
- (iv) by any other method of service provided by the Corporations Act.
- (b) A Member or Director may give a document to the Company:
  - (i) by serving it on the Company at the Registered Office;
  - (ii) by sending it by post to the Registered Office; or
  - (iii) by sending it to the electronic address nominated by the Company.
- (c) Except in relation to service of a document referred to in clause 9.15(f), a document is taken to be given:
  - (i) if it is sent by post:
    - (A) if sent to an address in Australia by ordinary post, on the 3rd business day after the date of its posting; and
    - (B) if sent to an address outside Australia by airmail only, on the 7th business day after the date of its posting.
  - (ii) if it is sent by electronic transmission, delivery of the document is taken:
    - (A) to be effected by properly addressing and transmitting the electronic transmission; and
    - (B) to have been delivered on the day following its transmission; and
  - (iii) if it is given in any other way permitted under the Corporations Act, then when it is taken to have been given under the Corporations Act.

### **32.3 Evidence of service**

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

## **33 Indemnity and insurance**

### **33.1 Indemnity**

- (a) The Company must 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:
    - (i) every liability incurred by the person in that capacity; and
    - (ii) 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:
- (iii) the Company is forbidden by law (including the Corporations Act) to indemnify the person against the liability or legal costs;
  - (iv) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by any law; or



- (v) the person is entitled to be, and is actually, indemnified by another person (including an insurer under any insurance policy).
- (b) The indemnity is a continuing obligation and is enforceable by a person even though they are no longer a Director, Secretary or executive officer of the Company, or of a Related Body Corporate of the Company.

### **33.2 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 arising out of conduct by the person in that capacity (**Relevant Conduct**), including a liability for legal costs, unless:

- (a) the Company is forbidden by law to pay or agree to pay the premium in respect of the Relevant Conduct (whether or not the law applies in the particular case); or
- (b) the contract would, if the Company paid the premium, be made void by any law (including the Corporations Act).

### **33.3 Contract**

The Company may enter into an agreement with a person referred to in clauses 33.1 and 33.2 with respect to the matters covered by these clauses. An agreement entered into in accordance with this clause 33 may include provisions relating to rights of access to the books of the Company conferred by the Corporations Act or otherwise by law.

### **34 Amendment to Constitution**

- (a) Subject to clause 34(c), this Constitution may only be amended by Special Resolution.
- (b) While the Company is a registered charity under the ACNC Act, the Members must not pass a Special Resolution that amends this Constitution if passing it causes the Company to no longer be a charity.
- (c) Any modification of this Constitution takes effect on the date the Special Resolution is passed or any later date specified, or provided for, in the resolution.



## Schedule 1

Appointment of Proxy - (see clause 9.15(e))

### Plenty Valley Christian Education Limited

ACN 005 198 578

I/We, ..... (name)  
of ..... (address)  
being a Member/Members of the abovenamed Company hereby appoint  
..... (name)  
of ..... (address)  
or in their absence ..... (name)  
of ..... (address)  
as my/our proxy to vote for me/us on my/our behalf at the meeting of the Members of the Company  
to be held on the ..... day of ..... 20 ..... and at any  
adjournment of that meeting.

**[TO BE INSERTED IF DESIRED]** This form is to be used in favour of / against the resolution  
(Strike out whichever is not desired)

**[INSERT DETAILS OF SPECIFIC RESOLUTIONS IF DESIRED]**

Signed: .....

Name: .....

Dated: .....

This notice must be returned to Plenty Valley Christian Education Limited ACN 005 198 578 at:  
[ADDRESS/EMAIL ADDRESS/FAX No]  
by [TIME] on [DATE]  
**[INSERT SPECIFIC DETAILS ENSURING THAT THE TIME IS 48 HOURS BEFORE THE TIME  
FOR THE MEETING]**





## Schedule 2

### Statement of Faith

#### Preamble

This *Statement of Faith* outlines what we believe as we engage in the task of Christian education. This is the faith on which our college was founded. This is who we are; this is what we promote, practise and teach.

As an open enrolment school, Plenty Valley Christian College recognises that our student and parent community includes a variety of faith and lifestyle beliefs. All are welcome in our college. Nevertheless, it is important when joining the college community, that families understand, and support what the college promotes, practices, and teaches in all matters related to the involvement in the activity of the college. We recognise the right of parents and students to hold different positions on lifestyle or faith as private matters.

1. There is one God who is three persons (triune): Father, Son and Holy Spirit.<sup>i</sup>
2. God created the world and He created us to be His people. God loves us and is our Father in Heaven. He rules over the world and provides us with everything we need. God reveals Himself to us through His creation, the drawing of the Holy Spirit, through His Word in the Bible, and most of all through His son, Jesus Christ.<sup>ii</sup>
3. The triune God is always completely in control of creation, providence, redemption, revelation and final judgement.
4. The Bible is God's written Word, spoken by God through the people who wrote it. Because of this we can trust the Bible in everything we believe and do. In the Bible, God tells us how much He loves us and how He wants to be with us forever, as His family. The Bible is the ultimate authority, it guides and directs us on how God wants us to live. It tells us what God is like and that His plan for us is good.<sup>iii</sup>
5. God is Holy and His law is perfect. God created humanity, both male and female, in His own image. Since the beginning when Adam and Eve disobeyed God, all people have broken God's laws. This is what sin is. God is offended when we break His laws. Unless we turn to Him and ask His help to turn away from our sin, we will be separated from Him forever.<sup>iv</sup>
6. But God loves us and does not want to be separated from us. God wants us to be in His family. He wants us to honour Him because He is the ruler of the world He made. He wants us to learn about Him from the Bible. He wants us to talk to Him and enjoy being with Him. He wants us to learn how to live like Him as His representatives on earth.<sup>v</sup>
7. God's plan is to welcome us into His family again. This happens when we trust in Jesus. Jesus is God. He came to earth as a man, through virgin birth, and taught people about God. Jesus lived exactly how God planned for Him and never broke God's law. Jesus took the consequences for our sin when He died on the cross. Because of this, God promises He will forgive us when we turn to Him and away from our sin. Belief, faith and following Jesus and why He died for us is the only way we can be in God's family again.<sup>vi</sup>
8. Jesus died for us, but that was not the end! Jesus also rose from the dead. He is alive again! Jesus is the ruler of the world. He broke the power of sin and death and won victory over the power of darkness. The Bible says Jesus is now in Heaven. Jesus is preparing a place for every person who trusts in Him.<sup>vii</sup>



9. Because Jesus is God's Son and the ruler of everything, we can be sure His promises are true. Jesus sent the Holy Spirit to help us believe God's promises and to understand the Bible. The Holy Spirit helps us believe in Jesus. The Holy Spirit helps us see all the things we do that break God's law and helps us to be more like God wants us to be. He encourages us to do God's work here on earth. God is bringing His world back to Himself and wants us to participate with Him in this work. One day Jesus will return to this world, and everything will be made new and right.<sup>viii</sup>
10. God wants us to share His love and truth with all the people in the world through our words and deeds. God wants us to tell all people about how He is the ruler of the world. God wants us to tell all people about Jesus and why He died. Every person who puts their trust in Jesus becomes part of God's family, called the church.<sup>ix</sup>
11. The Bible says that God's promises are for all people who believe in Him. This means Christian parents want to teach their children to know and love God too. God's best plan for children is that they grow up in families. The Bible teaches that families are formed through marriage and tells us that marriage is a commitment between one man and one woman, to the exclusion of all others, that is intended to last for life and is the only rightful place for sexual activity and procreation.<sup>x</sup>
12. A Christian trusts in God's gift of Jesus Christ as his or her Saviour and who strives to follow Jesus' teaching through Biblically grounded lives, in community with other believers, in every area of life.<sup>xi</sup>
13. Christian schools partner with families in teaching children that the world and everything in it belongs to God. Plenty Valley Christian College weaves this understanding all through our curriculum and in our everyday practices.<sup>xii</sup>
14. God wants His family to protect and nurture every person as an individual who has dignity and worth from before they are born. He wants His people to work for justice and to protect and care for His creation. He wants us to love others as He loves them.
15. This is God's world and Jesus Christ is at the heart of all things. Jesus is the ruler and King of everything we do. He is Lord in our college, in our homes, in our lives and in our hearts. Everything we do can be done with thanks for all God has given us as an act of worship to Him.
16. Plenty Valley Christian College from time to time publishes policy papers which clarify the college's faith response to particular issues that may arise. These policies help interpret this Statement of Faith.



## Schedule 3

### 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 and 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.

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<sup>i</sup> Deut. 6:4, Matt. 28:19, Mark 12:29, John 14:8–18

<sup>ii</sup> Gen. 1, Ps. 19:1–4, Ps. 33:6, Rom. 1:20, Heb. 1:1–4

<sup>iii</sup> Deut. 10:12–13, 2 Tim. 3:16–17, 2 Peter 1:19–21

<sup>iv</sup> Gen. 1:27, Rom. 1:18–32, Rom. 5:12–14, Rom. 6:23, Eph. 2:3

<sup>v</sup> John 14:1–3, Rom. 3:22–24

<sup>vi</sup> Matt. 20:28, 2 Cor. 5:21, 1 Tim. 2:5–6, 1 Peter 2:22–24

<sup>vii</sup> Matt. 28:18, Luke 24:36–43, John 5:21–23, John 14:2–3, 1 Peter:1:3

<sup>viii</sup> John 14:16–18, John 15:26, 1 Cor. 2:9–10, 1 Cor. 12:3, Titus 3:3–8

<sup>ix</sup> Matt. 28:18–20, Luke 24:36–43, John 5:21–23, John 14:2–3, 1 Peter:1:3

<sup>x</sup> Gen. 1:27, Rom. 1:18–32, Rom. 5:12–14, Rom. 6:23, Eph. 2:3

<sup>xi</sup> Isa 26:3–4, Eph 2:8, Phil 4:19

<sup>xii</sup> Deut. 6:6–7, Deut. 10:14, Ps. 24:1, Eph. 6:4