

# **Constitution**

## **Christian Education National Ltd**

**ACN 003 380 274**

**A Public Company Limited by Guarantee**

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## **PREAMBLE**

### **Background**

Christian Education National has been a national family since 1959 at which time no member had a school. It was officially constituted in January 1966 with nine associations, three of which by then operated Christian schools; ultimately it adopted the name “The National Union of Associations of Christian Parent Controlled Schools”. Since that time, an increasing membership has founded schools in all states and territories. Christian Education National was adopted as our new name in 2008. Through our history we have sought to maintain a clear biblical foundation for education.

### **Education**

Members of Christian Education National provide education through Christian schools and other Christian education enterprises. Acknowledging Christ as Saviour and King of the whole of human life, we understand a Christian School to be one 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 fall, 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 national association.

### **Biblical basis**

We have articulated what is meant by “Christian” in a Statement of Faith which is grounded in the Word of God and an integral part of this constitution. Each member association has its own statement of faith to provide a foundation for its specific, local educational needs and aspirations. In working together nationally, we expect all members to act and operate in a manner that is consistent with the statement of faith 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 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 schools, Christian parents are welcomed to participate in the life of the school and are encouraged to contribute to the governing body of the school 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 equitably fund Christian schools where parents are not able to accept any form of education that fails to acknowledge Christ at its centre. Therefore, the members of Christian Education National, and the parents in their school communities, claim all freedom in the field of education so long as this education takes place in obedience to the requirements of God’s Word and in adherence to legitimate governmental standards and provisions.



## 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).

**Annual General Meeting** has the same meaning as the term 'AGM' in the Corporations Act.<sup>1</sup>

**Appointed Director** means a director appointed to the office of director under clause 10.7.

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

**Company** means Christian Education National Ltd being an Australian public company limited by guarantee established under the Corporations Act which bears the ACN 003 380 274.

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

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

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

**Director Identification Number** has the same meaning it has in the Corporations Act.<sup>2</sup>

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

**Elected Director** means a Director elected as a director under clause 10.3.

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

**Gift Fund** means a management account of the Company that is established in accordance with clause 27.

**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.

**Legal Capacity** means, in relation to an individual, that the individual is at least 18 years of age, and that:

<sup>1</sup> At the time of adoption of this Constitution, section 9 provides that an AGM means an annual general meeting of a company that section 250N requires to be held.

<sup>2</sup> At the time of adoption of this Constitution, section 9 provides that a Director Identification Number means a director identification number given under:

- (a) section 1272; or
- (b) section 308-5 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth).



- (a) in the Directors' reasonable assessment, the individual is capable of understanding the nature and effect of their participation in the Company's affairs without the need of special assistance or explanation;
- (b) in the Directors' reasonable assessment, the individual is able to receive and understand communications and express their will in relation to the Company's affairs; or
- (c) their person or estate is not liable to be dealt with under the laws relating to mental health:
  - (i) on a permanent or ongoing basis;
  - (ii) in an involuntary manner; or
  - (iii) on a court ordered basis.

**Member** means any incorporated body entered on the Register of the Company as a Member.

**Objects** means the objects of the Company as set out in clause 2.

**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.<sup>3</sup>

**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 15.

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

**Secretary** means an individual appointed as a secretary of the Company in accordance with clause 16.2.

**Special Resolution** has the same meaning it has in the Corporations Act.<sup>4</sup>

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

**Membership Fee** means the annual membership fee required to be paid by Members in accordance with the annual membership fee policy adopted by the Board and amended from time to time.

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

**Virtual Meeting Technology** has the same meaning it has in the Corporations Act.<sup>5</sup>

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<sup>4</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.

<sup>5</sup> At the time of adoption of this Constitution, section 9 provides that Virtual Meeting Technology means any technology that allows a person to participate in a meeting without being physically present at the meeting.



## 1.2 Interpretation

In this Constitution, unless a 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 a state, a territory, 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, reasonable opportunity to participate without being physically present in the same place, and includes a General Meeting:
  - (i) at one or more physical venues;
  - (ii) at one or more physical venues and using Virtual Meeting Technology; or
  - (iii) using Virtual Meeting Technology only;
- (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 General Meeting may be held, is held or is taken to be held under the Corporations Act if Virtual 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 a state, a territory, or the Commonwealth of Australia relating to electronic signing and transmission of documents.

## 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 (with the exception of 249X) 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 Objects of the Company**

The Objects of the Company are:

- (a) 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 Christian school associations;
- (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 assist the establishment, operation and management of Members’ schools, and other Christian schools, and the provision by them of Christian education of high academic standard;
- (d) to provide an administrative structure to promote the collective and individual educational and financial interests of the Members and to protect the integrity, administrative independence and educational activity of the Members from external pressures through representations to and negotiations with federal and state governments, their appointed commissions and agencies and departments of education, and other public bodies and private agencies; and
- (e) to do such other things as are incidental or conducive to the attainment of the Objects, including the establishment of a public fund.<sup>6</sup>

## **3 Powers**

The Company has the legal capacity and powers of:

- (a) an individual; and

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<sup>6</sup> A public fund is a fund for receiving gifts from the public that is required to be established and maintained by certain deductible gift recipient categories from time to time under the Tax Act.





- (b) a body corporate under the Corporations Act.

#### **4 Application of income for Objects 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 Objects; 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 Objects.

#### **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 Objects; 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) 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 fund or institution is wound up; or
  - (ii) the endorsement under Subdivision 30-BA of the Tax Act in relation to a fund or institution it operates is revoked,

any surplus assets of the Gift Fund for that fund or institution remaining after payment of all liabilities 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 1.
- (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 an incorporated body that supports the objects of the Company;
- (b) understand and agree with the Statement of Faith,
- (c) have a Constitution that is consistent with the Statement of Faith;
- (d) consent in writing to become a Member; and
- (e) agree to be bound by this Constitution.



#### **6.4 Membership process**

- (a) The application for membership must be made in writing, signed by the applicant, in such form as the Directors from time to time prescribe, and be accompanied by:
  - (i) a copy of the applicant's Constitution;
  - (ii) a written statement agreeing to be bound by the Constitution and any other rules, by-laws, policies or other standards of the Company;
  - (iii) a written statement:
    - (A) agreeing with the Statement of Faith; or
    - (B) outlining the sections of the Statement of Faith that are unacceptable to the applicant; and
  - (iv) accompanied by the Membership Fee.
- (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 terms**

From the date of adoption of this Constitution, membership of the Company will be renewable each year by the payment of the Membership Fee.

#### **6.8 Membership fees**

The Members must pay the Membership Fee.

#### **6.9 Change of address or governing documents**

Members shall advise the Secretary of the Company of:

- (a) any change in the Member's address, and
- (b) any change to the Member's governing documents.

#### **6.10 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) it 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 Membership Fee in accordance with clause 6.7;
- (d) immediately before the Member becoming subject to an Insolvency Event; or
- (e) 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 Membership Fee referred to in clause 7.1(c));
  - (iv) or its Board or school leadership acts or makes statements which in the reasonable opinion of the Directors are inconsistent with or contrary to the Statement of Faith;
  - (v) no longer, in the opinion of the Directors, satisfies clause 6.3; or
  - (vi) 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 24 must be followed and, for the purposes of clause 24.1, written notification under clause 7.2(b) will be the notice of the dispute (as defined in clause 24.1).

### **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 30.
- (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**

Where by 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) A majority of Members or 10 Members, whichever is the lesser number, present are a quorum at a General Meeting.
- (b) In determining whether a quorum is present, where an individual is attending both as a Member and as a 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**

- (a) 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.
- (b) In determining whether a quorum is present, where an individual is attending both as a Member and as a proxy, that individual is to be counted only once.

### **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 19.4, that individual 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 individuals 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 19.4; 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 on:
  - (i) a show of hands; or
  - (ii) where the meeting is being conducted by Virtual Meeting Technology, such other similar method as determined by the chairperson,unless a poll is properly demanded, and the demand is not withdrawn.
- (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:
  - (i) on a show of hands at a General Meeting, each Member present in person has one vote and does not have a vote in respect of each Member whose proxy they hold; and
  - (ii) on a poll at a General Meeting, each Member present in person has one vote and has one vote for each proxy they hold.

### **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 Member 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 territory in which the Company has its Registered Office, or to an email address, as is specified for that purpose in the notice convening the meeting; or



- (iii) if the notice convening the meeting specifies other electronic means by which a proxy document may be received by the Company, by those other electronic means,

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 other electronic means as specified for that purpose in the notice convening the meeting, when the document is received by the Company as prescribed by the Corporations Act; 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 Directors**

#### **10.1 Number of Directors**

- (a) The Directors are to be comprised of:
  - (i) between 3 and 9 Directors elected in accordance with clause 10.3 (**Elected Directors**); and
  - (ii) up to 2 Directors appointed in accordance with clause 10.7 (**Appointed Directors**).
- (b) The number of Elected Directors is determined by the Members from time to time. In the absence of any such determination, the number of Elected Directors will be 9.



## 10.2 Qualification of Directors

- (a) To be eligible for the office of Director an individual must:
  - (i) subscribe to the Statement of Faith;
  - (ii) have a Director Identification Number; and
  - (iii) subject to clause 10.2(b), consent in writing to act as a Director.
- (b) Where an individual 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>7</sup>, the Company must ensure that a majority of the Directors are individuals who have the requisite level or degree of responsibility to the general public.

## 10.3 Elected Directors elected at General Meeting

The Company may, at a General Meeting at which:

- (a) an Elected Director retires or otherwise vacates office; or
  - (b) an Elected Director vacancy exists by operation of clause 10.1 or otherwise,
- by resolution fill the vacated office by electing an individual to that office.

## 10.4 Terms and retirement of an Elected Director

- (a) Subject to clause 10.4(b) an Elected Director is elected for a term of 3 years.
- (b) At each Annual General Meeting, any Elected Director who has held office for 3 years or more since last being elected, must retire from office but subject to clause 10.5 is eligible for reappointment. A retiring Elected Director holds office until the conclusion of the meeting at which that Elected Director retires.
- (c) The Members may by ordinary resolution increase or decrease the period of time for which an Elected Director holds office under clause 10.3(a).

## 10.5 Reappointment of an Elected Director

An Elected Director is entitled to seek reappointment as an Elected Director on 2 occasions provided that an Elected Director's period of continuous service to the Company does not exceed a period of 9 years, excluding any period of service under clause 10.6 unless the Members, by ordinary resolution in General Meeting or unanimous written resolution, determine otherwise for a particular Elected Director.

## 10.6 Casual vacancy

- (a) The Directors may at any time appoint any individual meeting the requirements of clause 10.2 to be a Director to fill a casual vacancy, provided the total number of Directors does not exceed the number determined in clause 10.1.

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<sup>7</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.



- (b) A Director appointed under clause 10.6(a) holds office until the conclusion of the next Annual General Meeting but is eligible for election at that meeting.

#### **10.7 Appointed Director**

- (a) The Directors may at any time appoint an individual meeting the requirements of clause 10.2 to bring on expertise, skills and experience to the Board as the Directors regard as necessary or useful from time to time, provided the total number of Appointed Directors at any time does not exceed 2.
- (b) An Appointed Director holds office for a term of up to 1 year but is eligible for reappointment in accordance with clause 10.7(c).
- (c) An Appointed Director may, upon the conclusion of their term under clause 10.7(b), be reappointed by the Directors for further terms of up to 1 year at a time provided that:
  - (i) the person continues to meet the requirements of clause 10.2; and
  - (ii) their period of continuous service as a Director to the Company does not exceed a period of 9 years unless the Members, by ordinary resolution in General Meeting or unanimous written resolution, determine otherwise for a particular Appointed Director.

#### **10.8 Removal of Directors**

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 expiration of that Director's period of office

#### **10.9 Appointment of officers**

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

#### **11 Remuneration of Directors**

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

#### **12 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.

#### **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) makes statements which are inconsistent with, or contrary to, the Statement of Faith;
- (b) is no longer willing or able to 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) does not have Legal Capacity;
- (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;

## **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 will cause the Company to be conducted in accordance with the Statement of Faith and must use their best endeavours to ensure that the Statement of Faith is honoured in the conduct of the Company.

### **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:

- (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.

### **14.3 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.

### **14.4 Delegation**

- (a) The Directors may resolve to delegate any of their powers to:
  - (i) a committee in accordance with clause 23;
  - (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.

## **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 the Directors and 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 the Rules.

## **16 Chief Executive Officer, Secretary and Public Officer**

### **16.1 Chief Executive Officer**

- (a) The Directors may appoint a Chief Executive Officer on such terms and conditions (including as to remuneration) as they think fit.
- (b) The Directors may delegate any of their powers to the Chief Executive Officer and the Chief Executive Officer 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 Chief Executive Officer 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.

### **16.2 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.

### **16.3 Public Officer**

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

## **17 Appointment of attorney**

- (a) By power of attorney, the Directors may appoint any individual 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 17(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.

## **18 Conflicts of interest**

### **18.1 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.

### **18.2 Disclosure recorded in minutes**

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

### **18.3 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 18.4:

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

### **18.4 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 31.2);
- (d) their interest relates to a payment by the Company under clause 31.1, 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.



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

### **19.4 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.

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

If a Directors' meeting is held and:

- (a) a chairperson has not been elected under clause 19.4; 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 19.4, 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.

### **19.6 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.

## **20 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 10.1, 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.

## **21 Circular resolutions of Directors**

- (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 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.
- (c) The resolution is passed when the last Director signs.

## **22 Validity of acts of Directors**

All acts done at a meeting of the Directors or of a committee of Directors, or by an individual acting as a Director, are taken as valid as if the relevant individual 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 an individual as a Director or of the individual so acting; or
- (b) an individual acting as a Director was disqualified or was not entitled to vote.

## **23 Committees**

### **23.1 Delegation to committees**

- (a) The Directors may delegate any of their powers, to a committee consisting of one or more Directors and such other individuals as they think fit and may revoke the delegation at any time.
- (b) A committee to which any powers have been delegated under clause 23.1(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.

### **23.2 Meetings of committees**

A committee may meet and adjourn as it thinks proper.

### **23.3 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.

### **23.4 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.

## **24 Dispute resolution**

### **24.1 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>8</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 24.1(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.

### **24.2 Urgent interlocutory relief**

The procedure in clause 24.1 will not apply in respect of proceedings for urgent interlocutory relief.

## **25 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

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<sup>8</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).



- (c) such other individuals as the Directors by resolution appoint from time to time.

## **26 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.

## **27 Gift Fund**

- (a) Without limiting clause 26, the Company must maintain a Gift Fund:
  - (i) to identify and record gifts of money or property for the principal purpose of the Company or of a fund or institution it operates;
  - (ii) to identify and record contributions 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 the principal purpose of the Company or of a fund or institution it operates; and
  - (iii) to identify and record money received by the Company because of such gifts or contributions; and
  - (iv) that does not identify and record any other money or property.
- (b) The Gift Fund forms part of the accounts of the Company.
- (c) Where the Company operates more than one fund or institution for which it is endorsed as a deductible gift recipient, the Company must maintain a separate Gift Fund for the principal purpose of each fund or institution for which it is endorsed as a deductible gift recipient.

## **28 Seals**

### **28.1 Safe custody of common seals**

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

### **28.2 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.



## **29 Inspection of records**

### **29.1 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).

### **29.2 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.

## **30 Service of documents**

### **30.1 Document includes notice**

In this clause 30, a reference to a document includes a notice.

### **30.2 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) A Member may elect to be sent notices of General Meetings and certain other documents that are required or permitted to be sent to a Member by the Company under the Corporations Act either in physical form; or in electronic form by notifying the Company of the election.
- (d) 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, on the 3<sup>rd</sup> business day after the date of its posting;
  - (ii) if it is sent by electronic transmission:
    - (A) by properly addressing and transmitting the electronic transmission; and
    - (B) if the document is properly addressed and transmitted in accordance with clause 30.2(d)(ii)(A), 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.

### 30.3 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.

## 31 Indemnity and insurance

### 31.1 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 individual 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 individual 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 individual against the liability or legal costs;
  - (iv) an indemnity by the Company of the individual against the liability or legal costs would, if given, be made void by any law; or
  - (v) the individual 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 an individual even though they are no longer a Director, Secretary or executive officer of the Company, or of a Related Body Corporate of the Company.

### 31.2 Insurance

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring an individual 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 individual 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).

### 31.3 Contract

The Company may enter into an agreement with an individual referred to in clauses 31.1 and 31.2 with respect to the matters covered by these clauses. An agreement entered into in accordance with this clause 31 may include provisions relating to rights of access to the books of the Company conferred by the Corporations Act or otherwise by law.

**32 Amendment to Constitution**

- (a) Subject to clause 32(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))

**Christian Education National Ltd**  
**ACN 003 380 274**

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 Christian Education National Ltd ACN 003 380 274 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

#### (a) Holy Scripture and Education.

By faith we confess the books of the Old and New Testaments to be the divinely inspired, inerrant Word of God (2 Tim.3:16,17), the only absolute rule for all faith and conduct, and therefore also for the education of our children at home and at school.

#### (b) Christian Parents and Education.

As believing parents we have Christ's comforting assurance for our children that theirs is the Kingdom of Heaven and that He will bless them when we bring them to Him (Mark 10:13-16).

Expecting fulfilment of His promise and obeying the command of His apostle, we endeavour to bring our children up "in the discipline and instruction of the Lord" (Eph.6:4).

Since the responsibility for this task has been placed on our shoulders as parents we gladly accept responsibility for that part of education which takes place outside our homes in the school.

We consider the establishment of Christian parent controlled schools, which are to assist us in the work of Christian nurture and education, to be our duty and God-given privilege.

#### (c) Christian Schools.

As Christ is the Saviour and King of the whole of human life (Mat.28:18; Eph.1:20- 22; Col.1:16,17) we understand a Christian school to be an educational institution in which Christ is not only honoured by prayer and study of the Bible, but all subjects are taught by the light of God's revelation in Jesus Christ contained in the Old and New Testament.

For such Christian schools we as parents claim all freedom in the field of education so long as this education takes place in obedience to the requirements of God's Word and in adherence to legitimate governmental standards and provisions.

#### (d) Some Doctrines, Fundamental to Christian Education.

Believing all the truth revealed in the Word of God we wish to emphasise some doctrines which are of special importance for Christian education. They are:

##### (i) *God and Creation.*

All things were created by God so that "what is seen was made out of things which do not appear" (Hebrews 11:13). God created them in, through and for Christ (Col.1:15-17) by His Word and Spirit (Gen.1; Ps.33:6), to the glorification of His Holy Name (Ps.8; Ps.19; Rom.11:36). It is also by God's hand, power and care that all created things are preserved and controlled (Ps.99; Mat.6:24f; Acts 17:24f). In order to understand the world, man and history, they must be seen in their relationship to God as the Bible speaks of it.

##### (ii) *The Bible and Science.*

Creation as well as Scripture has been brought forth by the same God of truth. Therefore, any seeming discrepancy between the Bible and Science can only be due to human error either in science or in the interpretation of





Scripture. Science is truly scientific when both nature and Scripture are taken seriously.

(iii) *Man.*

Man was created in the image of God to enjoy true communion with his Creator (Gen.1:26f; Acts 17:26f).

Man was instructed to exercise dominion over the world in strict and loving obedience to God, to interpret all reality in accordance with His design and law and to reflect in his person and works the excellence of his Maker (Gen.1:28f; Ps.8:4f; Rom.1:20).

(iv) *Sin.*

By disobeying God's law and forsaking his office, man estranged himself from God and his neighbour and brought God's curse upon himself and upon all creation (Gen.3:16-19; Rom.8:19f). He became also blind to life's true meaning and purpose, misuses his knowledge and abilities, adheres to man-centred philosophies, and makes himself false gods of his own imagination and desires (Rom.1:18f).

(v) *Christ.*

Jesus Christ, the second Person of the Holy Trinity, is God incarnate, the Word become flesh (John 1:1-14).

Laying down His life for His sheep (John 10:10-15), He paid the price of sin for them, being a ransom for all who truly believe in Him (Matt.20:28; Rom.5:6f; 1 Tim.2:5,6).

Having risen from the dead in His physical body (Luke 24:36-43) and ascended to the throne of Heaven, He is the King of the universe (Matt.28:18; 1 Pet.3:22). By His Word and Spirit He rules in grace over all true believers. Redeeming their lives in entirety, renewing them after His image and restoring them to fellowship with God and their fellowmen, He makes them obedient to God's will in all spheres of life (Rom.8:1-17).

(vi) *The Holy Spirit.*

The Holy Spirit, the third Person of the holy Trinity (2 Cor.13:14), the divine source of all created life (Gen.1:2; Ps.104:30), is also the Source of Faith in Christ, of true, spiritual knowledge and of a new sanctified life in grateful obedience to God's will (John 3:3f; 1 Cor.2:9f; 12:3; Eph.3:14f).

Since, therefore, the fruit of all Christian education depends on the gracious operations of the Holy Spirit, both parents and teachers are to perform their task with constant prayer that the Spirit may enable them to be good instruments in His hands for bringing the children up in the discipline and instruction of the Lord, and that He may so bless their work that the children come to know the Lord Jesus Christ as their personal Saviour and Master, Whom to follow and serve in all spheres of life is their greatest privilege and joy.