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MOAMA ANGLICAN GRAMMAR LTD

ACN 110 128 106

ABN 94 110 128 106

Prepared by RK 1 May 2024

As approved by a special resolution of the members dated 30 May 2024

CONSTITUTION

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

A registered independent school under *Education Act 1990* (NSW)

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

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MOAMA ANGLICAN GRAMMAR LTD

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CONSTITUTION

1 PURPOSES OF THE COMPANY

The Company is a not-for-profit and charitable institution established and operated in Australia solely to advance education by providing co-educational kinder to year 12 education in the Christian faith and in alignment with the Anglican tradition, and to undertake the following purposes:

- 1.1.1 develop a curriculum and other programs which enable all students to achieve their highest possible level of academic attainment, given their individual backgrounds and abilities;
- 1.1.2 prepare all students for effective participation in community life by providing an educational experience which enables individuals to develop personally, spiritually, emotionally, physically and intellectually, to their fullest extent;
- 1.1.3 provide a broad range of disciplines that promote intellectual challenges, broadening of horizons and a love of learning that will enable all students to pursue their aspirations beyond the School as effective citizens;
- 1.1.4 provide an opportunity for students and staff to work together to develop an understanding and appreciate the Christian faith as defined by the doctrinal basis of the Anglican Church of Australia and to develop an understanding and experience of the Christian life and its moral values; and
- 1.1.5 be a unifying link fostering co-operation between students, parents and teachers in order to strengthen the feeling of community between the School and the family;

(collectively, the **Purposes**).

2 POWERS OF THE COMPANY

2.1 Powers

In pursuit of the Purposes, but subject always to clause 3, the Corporations Act and Relevant Laws, the Company:

- 2.1.1 has all the powers of an individual and a company limited by guarantee under the Corporations Act to the maximum extent permitted by law; and
- 2.1.2 without limiting clause 2.1.1 has the power to:
 - (a) provide all amenities and facilities for students attending the School and for staff and employees;
 - (b) provide, equip and maintain classrooms, assembly rooms, library, laboratories, buildings, gardens, sports grounds and education, recreational and community facilities of any kind;
 - (c) construct, maintain or alter any infrastructure, buildings or other works necessary or convenient for the Purposes;

- (d) establish, support, and assist associations, auxiliaries, institutions, funds and trusts to support and develop the School's students, employees and parents;
- (e) found and endow scholarships, bursaries and exhibitions within the School or its affiliates to benefit the School's students, employees and parents to be awarded on the basis of merit or equity; and
- (f) establish and maintain branches, subsidiaries, foundations, trusts, funds, joint ventures, partnerships, associations or other entities within and outside Australia to support and further the Purposes, including without limitation building funds, scholarship funds and library funds.

3 NOT-FOR-PROFIT AND CHARITABLE NATURE OF THE COMPANY

3.1 Income applied for the Purposes

3.1.1 The Company's income and property:

- (a) must be applied solely towards the Purposes; and
- (b) must not be paid or given to a Member, directly or indirectly, by way of dividend, bonus or otherwise, unless permitted by clause 3.2 or 3.5.

3.1.2 The Company must not enter into any prohibited agreement or arrangement as defined in the Relevant Laws, or any arrangement that will result in the Company operating 'for profit' within the meaning of the Relevant Laws.

3.2 Permitted payments to Members

Subject to 3.1.2, the Company may pay a Member in good faith with prior Board approval up to a fair and reasonable amount not exceeding reasonable market value for:

- 3.2.1 expenses properly incurred for the Company;
- 3.2.2 goods or services supplied to the Company;
- 3.2.3 interest on money lent to the Company; or
- 3.2.4 rent for premises let to the Company,

provided that any payment will not result in the Company operating 'for profit' within the meaning of the Relevant Laws.

3.3 Charitable purposes only

Despite anything to the contrary in this Constitution, the School is established:

- 3.3.1 solely to be a not-for-profit and charitable institution; and
- 3.3.2 to pursue not-for-profit and charitable Purposes only.

3.4 Winding up

The Company's surplus assets, after satisfying all liabilities on wind up or dissolution:

- 3.4.1 must not be paid or given to current or former Members; and
- 3.4.2 must be paid to one or more eligible recipients selected under clauses 3.5 and 3.6.

3.5 **Eligible recipients**

A fund, authority or institution is eligible to receive any surplus under clause 3.4.2 if it:

- 3.5.1 has not-for-profit and charitable purposes similar to the Purposes;
- 3.5.2 prohibits its income and property from being paid to members on at least the terms of this clause 3;
- 3.5.3 is a charity registered with the sub-type of advancing education under Relevant Laws if the Company had been; and
- 3.5.4 is a registered not-for-profit school under the Relevant Laws if the Company had been;
- 3.5.5 is income tax exempt under Commonwealth taxation Laws if the Company had been; and
- 3.5.6 can receive deductible gifts under the Commonwealth taxation Laws if the Company could and on the same basis.

3.6 **Selection of eligible recipients**

Eligible recipients to receive any surplus referred to in clause 3.5 must be selected:

- 3.6.1 by Member special resolution;
- 3.6.2 failing clause 3.6.1, by Board resolution; and
- 3.6.3 failing clause 3.6.2, by application to the Supreme Court in the state or territory in which the Company's registered office is located.

4 **MEMBERSHIP**

4.1 **Limited liability of Members / guarantee**

- 4.1.1 A Member's liability is limited to the guaranteed amount in clause 4.1.2.
- 4.1.2 If the Company is wound up, each Member and former Member in the previous year must contribute up to one dollar (\$1) towards:
 - (a) the Company's liabilities contracted before the person ceased to be a Member; and
 - (b) costs, charges and expenses to wind up and adjust the rights of the contributories among themselves.

4.2 **Classes of Members and eligibility**

The Members of the Company comprise the classes of Members with the eligibility and rights set out in the table below and such other voting or non-voting categories whose rights, benefits, privileges, entitlements, obligations, liabilities, eligibility and status will be determined by the Board.

Class	Eligibility	Rights (see also clause 4.3)
Ordinary Member	<ul style="list-style-type: none"> • must be an individual • must not be an employee of the Company • must not be a registrable person for purposes of the <i>Child Protection (Offenders Registration) Act 2000 (NSW)</i> and <i>Child Protection (Working with Children) Act 2012 (NSW)</i> 	Voting
Honorary Member	The Board may from time to time elect as Honorary Member individuals who have made a distinguished contribution to the Company.	Non-voting, and no obligation to pay membership fees
Director Member	The Directors for the time being	Voting

4.3 Member rights and obligations

- 4.3.1 Voting Members have the right to receive notice of, participate in the requisition of, attend, speak at, vote at and join in the demand for a poll at general meetings. These rights are suspended while membership fees are unpaid.
- 4.3.2 Non-voting Members have the right to receive notice of and attend the annual general meeting, but may not participate in the requisition of, speak at, vote at or join in the demand for a poll at that meeting.
- 4.3.3 Members have the right to appoint a Representative to exercise all the Member's rights.

4.4 Limit on number of Members

The number of Members is unlimited unless the Members set a limit in general meeting.

4.5 Rights not transferrable

A person's membership rights and privileges:

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

4.6 Membership period and fees

The Board may determine:

- 4.6.1 the membership period (including common expiry dates) as well as how and when the membership is renewed;
- 4.6.2 annual fees payable by Members, however, unless the Board determines otherwise, the annual fee is \$5.00; and
- 4.6.3 whether fees are refundable or non-refundable.

4.7 Register of Members, including closure of register

- 4.7.1 The Company must maintain a register of Members in accordance with the Corporations Act which contains the name, class of membership, addresses for notices and membership start/end dates for current and former Members.
- 4.7.2 The Board may establish Regulations to close the register to new Members for up to 60 days per year.
- 4.7.3 The Company may maintain a database of other Member details which is separate to the register of Members.

4.8 Change of Member details

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

4.9 Transition

- 4.9.1 Members of the Company (other than Directors) who were admitted as Members under the Company's previous constitution are to be known as Ordinary Members on the adoption of this Constitution.
- 4.9.2 Directors who were admitted as Members under the Company's previous constitution are to be known as Director Members on the adoption of this Constitution.

5 BECOMING AND CEASING TO BE A MEMBER

5.1 Admission of Members

- 5.1.1 Director Members are automatically admitted as Members upon appointment to the Board.
- 5.1.2 Members (other than Director Members) may be admitted in accordance with the following:
 - (a) the Board may admit in its absolute discretion a person as a Member upon application in accordance with any requirements specified in the Regulations;
 - (b) the Board must consider membership applications as soon as reasonably practicable; and
 - (c) the Board need not provide reasons for refusing to admit a person as a Member.
- 5.1.3 Persons admitted to the membership become Members when added to the register of Members.

5.2 Resignation of Members

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

5.3 **Ceasing to be a Member**

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

- 5.3.1 in the case of Directors Members, ceases to be a Director;
- 5.3.2 has not paid a membership fee for 3 months after the due date;
- 5.3.3 becomes untraceable for three months because the Member cannot be contacted using the address on the register of Members;
- 5.3.4 no longer meets the eligibility criteria for their class of membership;
- 5.3.5 dies;
- 5.3.6 becomes bankrupt, or makes any arrangement or composition with the Member's creditors generally;
- 5.3.7 is convicted of an indictable offence; or
- 5.3.8 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.

5.4 **Disciplining Members**

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

- 5.4.1 engages in Terminable Conduct, subject to:
 - (a) the decision being made by more than two-thirds majority of all the Directors whether or not they are all present and voting;
 - (b) the Member being afforded a reasonable opportunity to respond, in accordance with any Regulations, to the Company's allegations; and
 - (c) the Member's appeal rights (if any) set out in the Regulations;
- 5.4.2 refuses or neglects to comply with the provisions of this Constitution or the Regulations;
- 5.4.3 has a debt which is due and payable to the Company which remains unpaid for 6 months or more after the due date.

6 **GENERAL MEETINGS**

6.1 **Convening an annual general meeting**

- 6.1.1 The Board may convene an annual general meeting, and must convene an annual general meeting if required by the Relevant Laws. The requirements for convening an annual general meeting may otherwise be set out in the Corporations Act or Relevant Laws.
- 6.1.2 The business of an annual general meeting is to:
 - (a) consider the Board's, financial and auditor's report;
 - (b) declare the Director election results;

- (c) appoint an auditor if that office is or will become vacant;
- (d) consider any other matter required by the Corporations Act or Relevant Laws; and
- (e) consider any special business, the general nature of which is specified in the notice of meeting.

6.2 Convening a special general meeting

- 6.2.1 General meetings other than annual general meetings are called special general meetings.
- 6.2.2 The Board must convene and hold special general meetings of the Members if required by the Corporations Act or Relevant Laws.
- 6.2.3 The Board or 2 Directors may convene special general meetings of the Members.
- 6.2.4 The notice of special general meeting must specify the general nature of special business, unless the Corporations Act or Relevant Laws require otherwise.

6.3 Notice of meeting

- 6.3.1 At least 21 days' notice of any general meeting must be given specifying the meeting's place, date and time, unless the Corporations Act or Relevant Laws require or permit some other period of notice.
- 6.3.2 Notice of a general meeting must specify the meeting's format (including if it is a Hybrid Meeting), place, date and time, and include Electronic Voting instructions if applicable.
- 6.3.3 Notice of every general meeting must be given in writing in accordance with clause 12.7 to:
 - (a) every Director, Secretary and Company auditor; and
 - (b) every Member entitled to attend who has supplied an address for notices to the Company.
- 6.3.4 No other person is entitled to receive notices of general meetings.
- 6.3.5 A general meeting and any resolution passed at the meeting is not invalid merely because of:
 - (a) the accidental omission to give notice of the meeting; or
 - (b) the non-receipt of any such notice.

6.4 Postponement

- 6.4.1 The Board may postpone, relocate or cancel a general meeting which it convened by giving at least five days' notice to the Members.
- 6.4.2 Clause 6.4.1 does not apply to a meeting requisitioned by Members or convened by the Members, by individual Directors under clause 6.2.3 or by court order.

6.5 Quorum

- 6.5.1 A general meeting may not transact business unless a quorum is present when the meeting proceeds to business.
- 6.5.2 The quorum for general meetings is 5 present in person or by Representative.
- 6.5.3 Members may participate in any meeting remotely by electronic means permitted under the Corporations Act, this Constitution, any Regulations and/or the notice of meeting.
- 6.5.4 If a quorum is not present within 30 minutes of the time scheduled to start the general meeting:
- (a) the meeting, if requisitioned by Members, is dissolved; and
 - (b) in any other case, the meeting is adjourned to such other place, date and time as the Board determines and notifies to Members (if required to do so by clause 6.7).
- 6.5.5 If a quorum is not present within 30 minutes of the time scheduled to start the adjourned general meeting, the meeting is dissolved.

6.6 Meeting chair

- 6.6.1 The Chair may chair a general meeting.
- 6.6.2 If the Chair is not present and willing to act, the Deputy Chair will chair the general meeting.
- 6.6.3 The Directors present may elect a Chair of a general meeting if:
- (a) there is no Chair or Deputy Chair; or
 - (b) neither the Chair nor Deputy Chair is present within 15 minutes after the time appointed for holding the general meeting; or
 - (c) the Chair and Deputy Chair are unwilling to act as Chair of the general meeting.
- 6.6.4 If the Directors make no election under clause 6.6.3 when they are entitled to do so, then:
- (a) the Members may elect one of the Directors present as Chair; or
 - (b) if no Director is present or willing to take the Chair, the Members may elect one of the Members present as Chair.
- 6.6.5 In addition to powers conferred by law, the meeting chair may:
- (a) determine the meeting's conduct and procedures to ensure proper and orderly discussion or debate;
 - (b) make rulings without putting a question to the vote, or terminate discussion or debate and require that matter to be put to a vote;
 - (c) refuse to allow debate or discussion on any matter which is not ordinary or special business; and

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

6.6.6 All procedural decisions by the meeting chair are final.

6.7 **Adjournment**

6.7.1 The meeting chair:

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

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

adjourn the meeting to some other time or place.

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

6.7.3 If a meeting is adjourned for 14 days or more, notice of the adjourned meeting must be given as required for the original meeting. It is not otherwise necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

6.8 **Voting – show of hands / poll**

6.8.1 By default, resolutions at general meetings held in person must be voted on by a show of hands. Voting at a Hybrid Meeting or a wholly virtual meeting will be by ballot, which may occur via Electronic Voting.

6.8.2 The meeting chair does not have a second or casting vote.

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

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

6.8.5 A poll may be demanded by the meeting chair or at least three Members present in person or by proxy and entitled to vote.

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

6.8.7 A poll to elect a meeting chair or adjourn the meeting must be taken immediately, and may occur via Electronic Voting. Polls must otherwise be taken at that meeting in the manner directed by the meeting chair.

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

6.9 **Proxies**

6.9.1 A Member may appoint a proxy to act on the Member's behalf at any general meeting at which that Member may attend and vote.

6.9.2 A proxy must be a Member.

- 6.9.3 For the instrument appointing a proxy to be valid, it must be:
- (a) in writing and signed by the appointor;
 - (b) in the form complying with the Corporations Act or some other Board approved form; and
 - (c) lodged with the Company at least 48 hours before the time for holding the meeting or adjourned meeting.
- 6.9.4 A vote given according to the proxy instrument is valid despite:
- (a) the death, or unsoundness of mind, of the appointor; or
 - (b) revocation of the instrument or of the authority under which the instrument was executed,
- if no knowledge in writing of that fact was received by the Company before commencing the meeting or adjourned meeting at which the instrument is used.

6.10 Use of technology

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

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

6.11 Circular resolution

- 6.11.1 The Board may if it thinks fit submit any question or resolution to the vote of all Members entitled to a vote at a general meeting by circular resolution, unless the Corporations Act or Relevant Laws require a general meeting.
- 6.11.2 The Board may determine in the Regulations:
- (a) the form of the circular resolution;
 - (b) the polling date;
 - (c) the method for responding to the circular resolution; and
 - (d) whether voting on the circular resolution is to be by secret ballot.
- 6.11.3 A resolution approved by a majority or specific majority of the Members has the same force and effect as such a resolution passed in a general meeting.
- 6.11.4 The provisions of this clause do not apply to a resolution to remove an auditor.

7 BOARD

- 7.1 The Board will comprise between 6 and 9 Directors as follows:
- 7.1.1 up to 6 Directors elected by the Members in accordance with clause 7.2 (**Elected Directors**); and

- 7.1.2 up to 3 Directors appointed by the Board in accordance with clause 7.2.1 (**Appointed Directors**).

7.2 **Election of Elected Directors**

- 7.2.1 Nominations of candidates for election as a Director must be signed by the candidate and a proposing Member, contain a consent to act as a Director signed by the candidate, and must be received at least 14 days before the annual general meeting.
- 7.2.2 If the number of nominations of candidates for election does not exceed the number of vacancies, those candidates will be declared elected at the annual general meeting. However, where vacancies are for different terms of office, an election must proceed to determine which candidates receive which terms of office.
- 7.2.3 If candidates are not declared elected pursuant to clause 7.2.2, then balloting lists must be printed containing candidate names in alphabetical order and sent to each Member at least 5 days before the annual general meeting.
- 7.2.4 Vacancies (from longest to shortest term of office) will be filled by candidates with the most votes according to the election system previously approved by the Board.
- 7.2.5 The returning officer appointed by the Board must declare the election result at the annual general meeting.

7.3 **Appointment of Appointed Directors**

- 7.3.1 The Board are responsible for appointing the Board appointed Directors, determining the selection process and conducting the selection process, subject to this Constitution. The Board may make Regulations for that purpose.
- 7.3.2 Before each annual general meeting, the Secretary (or such other person as the Board may nominate from time to time) must convene a nominations committee for the purpose of considering nominations and recommending candidates to the Board on the basis of their desirable skills, background and expertise (including without limitation, to complement the skills, background and expertise of any current Directors) for the effective operation of the Board.
- 7.3.3 The charter and composition of the nominations committee shall be determined by the Board, but must include at least one Director and two other members (who may or may not be Directors). The chair of the nominations committee must be a Director.
- 7.3.4 In making recommendations, the nominations committee must assess the suitability of candidates in accordance with a skills-matrix determined by the Board and set out in the nominations committee's charter.

7.4 **Eligibility to be a Director**

A person is eligible to become a Director if they:

- 7.4.1 are over the age of 18 years;
- 7.4.2 consent in writing to become a Director;
- 7.4.3 are not considered to be a registrable person for the purposes of the Offender Registration Act;

- 7.4.4 are not considered to be a registrable person for the purposes of the Working with Children Act;
- 7.4.5 are not prohibited, disqualified or otherwise prevented from being a Director under the Corporations Act or Relevant Laws;
- 7.4.6 meet any other eligibility requirements (for example, working with children checks) as set out in Regulations; and
- 7.4.7 are not an employee of the Company.

7.5 **Limits on period of office as a Director**

- 7.5.1 If a Director has served 9 Years or more continuously, then the Director may subject to clause 7.5.2, finish serving their current term of office but does not become eligible to be elected or appointed (whether or not to a casual vacancy) until they have not been a Director for a subsequent continuous period of 2 Years.
- 7.5.2 Clause 7.5.1 does not apply to the extent that the Board endorse a particular Director for a longer term than 9 Years to reflect exceptional service or the Company's ongoing requirements for the Director's desirable or necessary skills, background and expertise (including, without limitation, to complement the skills, background and expertise of any current Directors) for the effective operation of the Board.

7.6 **Term of office of Directors**

- 7.6.1 An Elected Director holds office for a term of three Years:
 - (a) commencing immediately after the annual general meeting at which his or her election was declared;
 - (b) concluding at the end of the third annual general meeting after the one at which they were declared elected.
- 7.6.2 An Appointed Director holds office for a term of three Years:
 - (a) commencing from the date the Board resolves to appoint the person (for example, the appointment may take effect immediately after the next annual general meeting);
 - (b) concluding at the end of the third annual general meeting after commencing as an Appointed Director.
- 7.6.3 The Board may appoint an Appointed Director for a shorter term than under clause 7.6.2 if the Board so determines at the time of appointment.

7.7 **Casual vacancies**

- 7.7.1 If a casual vacancy occurs for any Elected Director office, the Board may appoint another eligible person in their place until the end of the next annual general meeting. The Members must then elect a person to fill the Elected Director in accordance with clause 7.2. The person elected will serve only for the balance of the term of the original Elected Director.
- 7.7.2 If a casual vacancy occurs for any Appointed Director office, the Board may appoint another eligible person in their place until the end of the next annual general meeting.

7.7.3 The Board may continue to act despite vacancies on the Board. However, if there are less than 3 Directors, the Board may only:

- (a) act in the case of emergencies;
- (b) appoint persons to fill casual vacancies; or
- (c) convene a general meeting.

7.8 Office bearers

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

7.8.1 Chair;

7.8.2 Deputy Chair; and

7.8.3 such other office bearers with titles determined from time to time by the Board.

7.9 Resignation of Directors

7.9.1 A Director may resign as Director by written notice to the Company.

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

7.10 Ceasing to be a Director

7.10.1 The Members may remove any Director in accordance with the Corporations Act.

7.10.2 A directorship automatically ceases if the Director:

- (a) dies or is physically incapable of fulfilling their duties as a Director;
- (b) ceases to be a Member;
- (c) becomes disqualified from being a Director pursuant to the Corporations Act or Relevant Laws;
- (d) is no longer fit and proper person to remain a responsible person of the Company under Relevant Laws, including that a Director cannot make a statutory declaration that they are a fit and proper person as required, gives such a statutory declaration that all Directors (other than the subject Director) jointly determine is false or misleading, or engages in conduct such that they are no longer able to make a statutory declaration;
- (e) for more than 6 months is absent without Board permission from Board meetings held during that period;
- (f) becomes a registrable person for the purposes of the Offenders Registration Act;
- (g) becomes a registrable person for the purposes of the Working with Children Act;
- (h) becomes a bankrupt or makes any arrangement or composition with personal creditors generally; or

- (i) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health.

7.11 Director remuneration and reimbursement

- 7.11.1 The Directors are not entitled to any fees or remuneration for undertaking the ordinary duties of a Director.
- 7.11.2 Despite clause 3 the Directors may be reimbursed for reasonable travel and other expenses incurred by them when engaged in the Company's business, attending meetings or otherwise in carrying out the duties of a Director where payment does not exceed any amount previously approved by the Board.
- 7.11.3 Despite clause 3, the Directors may be paid for any service rendered to the Company in a professional or technical capacity outside the scope of the Director's ordinary duties where:
 - (a) the service and amount payable is on reasonable and proper terms; and
 - (b) the provision of that service has the Board's prior approval,

provided that no such payments results in the Company operating 'for profit' within the meaning of the Relevant Laws.

8 BOARD POWERS

8.1 Management vests in Board

- 8.1.1 The Board is responsible for the governance, business and affairs of the Company. In addition to the specific powers conferred on the Board by this Constitution, the Board may exercise all the Company's powers which are not by the Corporations Act, Relevant Laws or this Constitution required to be exercised by the Members in general meeting.
- 8.1.2 The powers under clause 8.1.1 are subject to:
 - (a) this Constitution;
 - (b) the Corporations Act and Relevant Laws; and
 - (c) such resolution, not being inconsistent with those provisions, as may be passed by the Members in general meeting.
- 8.1.3 A resolution under clause 8.1.2 does not invalidate any prior act of the Board which would have been valid before the resolution was passed or made.

8.2 Power to delegate

- 8.2.1 The Board may delegate any of the powers and functions it has under clause 8.1 in writing to:
 - (a) an officer or employee of the Company; or
 - (b) a committee under clause 10,

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

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

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

8.3 **Power to appoint Principal**

8.3.1 The Principal will be appointed by the Board on such terms and conditions as the Board determines from time to time, including the requirement to be supportive of the Purposes of the Company.

8.3.2 The Principal will have the responsibilities determined by the Board from time to time.

8.4 **Power to appoint Secretary**

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

8.4.2 The Secretary may, but need not, be a Director.

8.4.3 A Secretary may attend Board meetings and general meetings, if so directed by the Board from time to time.

8.4.4 The Secretary will have the responsibilities set out in the Corporations Act and Relevant Laws.

8.5 **Power to appoint Business Manager**

8.5.1 The Board may appoint a Business Manager on such terms and conditions as the Board determines from time to time.

8.5.2 The Business Manager is responsible to the Board for the financial and business administration of the Company.

8.6 **Power to make Regulations**

8.6.1 The Board may from time to time make, vary and rescind Regulations in relation to the Company and the School.

8.6.2 The Regulations for the time being in force, and which are not inconsistent with this Constitution, are binding on Members and have full effect accordingly.

9 **BOARD MEETINGS**

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

9.1 **Number of meetings**

The Board must meet at least 4 per year.

9.2 **Convening meetings**

The Secretary must arrange a Board meeting:

9.2.1 at the request of the Chair; or

9.2.2 on the requisition of two or more Directors.

9.3 Notice of meeting

9.3.1 At 5 days' notice of any Board meeting must be given unless the Board decides otherwise or in emergencies.

9.3.2 The notice must specify the business to be transacted. The Board may only transact business of a routine nature unless notice of any other business has been given either in the notice convening the meeting or in some other notice given at least 3 days' before the meeting.

9.3.3 The decision of the meeting chair as to whether business is routine is final.

9.4 Quorum

9.4.1 The quorum for a Board meeting is set out in the table below. A meeting at which a quorum is present may exercise all powers and discretions of the Board.

Number of Directors	Quorum
6-7	4
8-9	5

9.4.2 If a Board meeting is adjourned due to lack of quorum, the Chair must set a further date for the adjourned meeting.

9.5 Meeting chair

9.5.1 The Chair may chair a Board meeting.

9.5.2 In the absence of the Chair, the Deputy Chair will chair a Board meeting.

9.5.3 In the absence of the Chair and Deputy Chair, Directors may appoint a meeting chair from among their number.

9.6 Voting

9.6.1 Each Director present and entitled to vote at a Board meeting has one vote. Proxy voting and alternate Directors are not permitted.

9.6.2 Questions arising at a Board meeting must be decided by a majority of votes. Such a decision is for all purposes a decision of the Board.

9.6.3 In the event of an equality of votes the meeting chair does not have a second or casting vote.

9.7 Use of technology

Subject to the Corporations Act, the Board may hold a technology enabled meeting in a wholly virtual format or as a Hybrid Meeting, if:

9.7.1 at least 48 hours' notice is provided to each Director and each Director provides their consent (including standing consent);

9.7.2 all Directors (other than any Director on leave of absence) have access to the technology to be used for the meeting; and

- 9.7.3 those Directors participating by technological means can hear, or can hear and read the communications of all other participating Directors.

9.8 **Circulating resolutions**

- 9.8.1 A written resolution signed or approved by technological means (other than any Director on leave of absence) is taken to be a decision of the Board passed at a Board meeting convened and held if all Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution.

- 9.8.2 The written resolution may consist of:

- (a) several documents in the same form, each signed by one or more Directors and, such a resolution takes effect when the last Director signs such a document; or
- (b) permanent records indicating the identity of each Director, the text of the resolution and the Director's agreement or disagreement to the resolution, as the case may be, and such a resolution takes effect when the last Director indicates their approval.

9.9 **Conflicts and personal interests**

- 9.9.1 A Director who has a material personal interest in a matter that relates to the Company's affairs must give the other Directors written notice of the interest unless the Corporations Act or Relevant Laws require otherwise.

- 9.9.2 To the maximum extent required by Law, a Director who has a material personal interest in a matter that is being considered by the Board must not be present while the matter is being considered, or vote on the matter.

9.10 **Minutes**

- 9.10.1 The Board must ensure that minutes of all proceedings of general, Board, committee meetings (and meetings of any other Board entity) are recorded in a minute book within one month after the relevant meeting is held.

- 9.10.2 The minutes must be signed by the meeting chair at which the proceedings took place or by the meeting chair of the next succeeding meeting.

- 9.10.3 Minutes entered and signed are prima facie evidence of the proceedings to which they relate.

9.11 **Validity of acts / procedural defects**

- 9.11.1 A Board act or decision will not be invalid by reason only of a defect or irregularity in connection with the election or appointment of a Director.

- 9.11.2 For entered and signed minutes, unless the contrary is proved:

- (a) the meeting is deemed to have been convened and held;
- (b) all proceedings that are recorded in the minutes as having taken place are deemed to have taken place; and
- (c) all appointments that are recorded in the minutes as having been made are deemed to have been validly made.

10 COMMITTEES

10.1 Board's power to establish committees

The Board may establish committees as follows:

- 10.1.1 a committee will comprise two or more committee members, of which at least one must be a Director;
- 10.1.2 the committee members otherwise need not be a Director or Member;
- 10.1.3 the committee has the purpose set out in its charter approved by the Board, and may undertake the powers and functions delegated to it by the Board; and
- 10.1.4 in the absence of any provision in the committee charter, meetings and proceedings of any committee are governed by the provisions of clause 9.

11 VISITOR

The Bishop of Riverina is the Visitor of the Company. The Visitor may request or be invited to address the Board and the Principal in regards to the relationship between the School and the Anglican Church.

12 ADMINISTRATION

12.1 Change of name

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

12.2 Previous Constitutions

This Constitution replaces any previous Constitution of the Company.

12.3 Amendment of Constitution

- 12.3.1 The Members may amend this Constitution by special resolution in accordance with the Corporations Act and Relevant Laws.
- 12.3.2 If the Company is registered under Relevant Laws, a special resolution under clause 12.3.1 (unless it expressly provides otherwise) does not take effect if it would cause the Company to lose any entitlements to registration under Relevant Laws.

12.4 Accounts

The Board must cause:

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

12.5 Audits

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

12.6 Records and inspection

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

12.7 Service of notices

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

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

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

12.8 Indemnity of officers

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

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

but only to the extent that:

- (c) the Indemnified Officer has not been found by a court of competent jurisdiction (and there is no longer any avenue for appeal) to have acted without good faith;
- (d) the Company is not precluded by Law from doing so; and
- (e) the Liability is not a cost or expense for an unsuccessful application to a Court for relief under the Corporations Act, or the defence of civil or criminal proceedings where judgement is given against the Indemnified Officer or in which the Indemnified Officer is convicted (and, in each case, there is no longer any avenue for appeal).

12.8.2 The Company may execute any deed in favour of any Indemnified Officer to provide indemnities to the extent permitted by law.

12.8.3 Clause 12.8.1 applies whether or not any deed is executed under clause 12.8.2.

12.9 Insurance

- 12.9.1 The Company may pay or agree to pay premiums for directors and officers insurance to insure Indemnified Officers against any Liability incurred by the Indemnified Officer referred to in clause 12.8.
- 12.9.2 The Company may execute any deed in favour of any Indemnified Officer to take out insurance referred to in clause 12.9.1, on such terms as the Board considers appropriate.

12.10 Seal

- 12.10.1 The Board will determine whether or not the Company is to have a seal (known as the common seal) and, if so, will provide for the safe custody of such seal.
- 12.10.2 The seal, if any, of the Company may only be affixed to any instrument with the Board's authority.
- 12.10.3 The affixing of the seal must be attested by the signatures of persons authorised by the Board for that purpose.

12.11 Definitions

In this Constitution:

Appointed Director means a Director appointed by the Board under clause 7.3;

Board means the board of Directors of the Company with a quorum to transact business;

Chair means the Director and office bearer under clause 7.8.1;

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

Constitution means this constitution of the Company;

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

Deputy Chair means the Director and office bearer under clause 7.8.2;

Director means a person for the time being who performs the role of director of the Company elected for the purposes of clause 7.

Elected Director means a Director elected to the Board under clause 7.2

Electronic Voting means an electronic vote of members (including voting using electronic means, computer-mediated voting and voting via electronic mail) conducted in accordance with this Constitution and the Regulations from time to time;

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

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

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

Member means a person who is a member of the Company pursuant to clauses 4 and 5;

Offenders Registration Act means the *Child Protection (Offenders Registration) Act 2000* (NSW);

Principal means the principal appointed under clause 8.3;

Purposes has the meaning given in clause 1;

Regulations means regulations made by the Board under clause 8.6;

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

- (a) *Australian Charities and Not-for-profits Commission Act 2012* (Cth);
- (b) *Charities Act 2013* (Cth);
- (c) *Charitable Fundraising Act 1991* (NSW);
- (d) *Income Tax Assessment Act 1997* (Cth);
- (e) *Australian Education Act 2013* (Cth); and
- (f) *Education Act 1990* (NSW) and any subordinate Law, including the *Education Regulation 2017* (NSW).

Representative of a Member means:

- (a) a proxy appointed in accordance with clause 6.9;
- (b) an attorney of the Member, whose instrument of appointment has been provided to the Company;
- (c) a representative appointed by the body corporate Member in accordance with the Corporations Act,

and includes a Representative appointed on a standing basis.

School means the registered school known as Moama Anglican Grammar Ltd ACN 110 128 106 ABN 94 110 128 106'

Secretary means a secretary appointed under clause 8.4;

Terminable Conduct means conduct by a Member or Director (whether in that capacity or otherwise) which in the reasonable opinion of the Board:

- (a) is, has been or will be prejudicial to the Company's interests;
- (b) is not that of a fit and proper person, or a person of good fame and character;
- (c) has engaged in conduct which is inconsistent with obligations owed by that person under the School's and Board's policies and procedures implemented in compliance with those policies;
- (d) is unbecoming of Members/Directors; or
- (e) is conduct similar to the above which is set out in the Regulations;

Visitor means the Visitor of the Association under clause 11.

Working with Children Act means the *Child Protection (Working with Children) Act 2012* (NSW)

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

12.12 Interpretation rules

Unless the contrary intention appears in this Constitution:

- 12.12.1 words importing the singular include the plural, and words importing the plural include the singular;
- 12.12.2 words importing a gender include every other gender;
- 12.12.3 words used to denote persons generally or importing a natural person include any company, corporation, body corporate or other body (whether or not the body is incorporated);
- 12.12.4 where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- 12.12.5 headings and bold text are for convenience only and do not affect its interpretation; and
- 12.12.6 a Member is to be taken to be present at a general meeting if the Member is present in person or by Representative, or present by electronic means such as by video conference, and/or attending a wholly virtual or Hybrid Meeting in the manner permitted by the notice of the meeting.

12.13 Interpretation subject to Corporations Act and Relevant Laws

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