

# **Constitution**

## **Carinya Christian Education Ltd**

**ACN 002 643 594**

**A Public Company Limited by Guarantee**

## Contents

Preamble .....	4
1 Definitions and interpretation .....	5
2 Object of the Company .....	8
3 Powers .....	8
4 Application of income for Object only .....	8
5 Winding up .....	8
6 Membership .....	9
7 Ceasing to be a Member .....	11
8 General Meetings .....	12
9 Proceedings at General Meetings .....	13
10 Circular resolutions of Members .....	17
11 Directors .....	18
12 Remuneration of Directors .....	20
13 Expenses of Directors .....	20
14 Vacation of office of Director .....	20
15 Powers and duties of Directors .....	21
16 Rules .....	22
17 Chief Executive Officer, Principal, Secretary and Public Officer .....	22
18 Appointment of attorney .....	23
19 Conflicts of interest .....	23
20 Proceedings of Directors .....	24
21 Chairperson and deputy chairperson of Directors .....	24
22 Quorum for Directors' meeting .....	25
23 Circular resolutions .....	25
24 Validity of acts of Directors .....	25
25 Committees .....	25
26 Dispute resolution .....	26
27 Execution of documents .....	27
28 Accounts .....	27
29 Seals .....	27
30 Inspection of records .....	28
31 Service of documents .....	28

32	Indemnity and insurance .....	29
33	Amendment to Constitution .....	29
34	Staff .....	30
	Schedule 1.....	31
	Schedule 2.....	34
	Schedule 3.....	35
	Schedule 4.....	36

## **Preamble**

*In or about the year 1983, under the auspices of the Tamworth Reformed Church (currently known as Trinity Church Tamworth Inc ABN 34 952 248 231), The Tamworth Christian Education Association Ltd ACN 002 643 594 (**Company**) was incorporated to afford a means of instructing children in accord with the Christian faith.*

*In 2020, the Company identified that it could modernise and improve its governance by amending and replacing its Memorandum & Articles of Association with a constitution that accounts for relevant changes to the law and practice of school governance. The Company undertakes this with a commitment the historic Christian faith as it is taught in Scripture, and in the sense understood by the major creeds of the Reformation, and by the Westminster Confession of Faith (chapters 1 to 20) in particular, and the advancement of education.*

## 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.

**Appointed Director** means a Director appointed pursuant to clause 11.2(a)(ii) or 11.6.

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

**Chief Executive Officer** means an individual appointed as chief executive officer in accordance with clause 17.1.

**Church** means Trinity Church Tamworth Inc being an incorporated association registered with NSW Fair Trading under incorporation number INC9897162 and which bears the ABN 34 952 248 231.

**Company** means Carinya Christian Education Ltd being an Australian public company limited by guarantee established under the Corporations Act which bears the ACN 002 643 594.

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

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

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

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

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

**Director Identification Number** has the same meaning it has in the Corporations Act.<sup>1</sup>

**Elected Director** means a Director referred to in clause 11.2(a)(iii) and appointed in accordance with clause 11.3 and does not include an Appointed Director.

**Employee** means an individual who receives remuneration with respect to an employment contract between that individual and the Company.

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

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

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

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

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<sup>1</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).

**Principal** means an individual appointed as a principal of a School in accordance with clause 17.2.

**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.

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

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

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

**School** means any school or schools operated by the Company.

**Secretary** means an individual appointed as a secretary of the Company in accordance with clause 17.

**Special Resolution** has the same meaning it has in the Corporations Act.<sup>2</sup>

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

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

**Virtual Meeting Technology** has the same meaning it has in the Corporations Act.<sup>3</sup>

## 1.2 Interpretation

In this Constitution unless the contrary intention appears:

- (a) words importing any gender include all other genders;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a law includes regulations and instruments made under the law;
- (d) a reference to a clause is a reference to a clause in this Constitution unless otherwise stated;
- (e) a reference to a law includes regulations and instruments made under the law;
- (f) a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by the State or the Commonwealth of Australia or otherwise;
- (g) 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;

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<sup>2</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>3</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.

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

### **1.3 Signing**

Where, by a provision of this Constitution, a document including a notice is required to be signed 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**

In this Constitution unless the contrary intention appears:

- (a) 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;
- (b) “section” means a section of the Corporations Act; and
- (c) while the Company is a registered charity under the ACNC Act:
  - (i) subject to clause 1.4(c)(ii), the provisions of the Corporations Act in Part 2G.2 (with the exception of Division 8 and section 249X) and Part 2G.3 apply as if section 111L(1) of the Corporations Act was not enacted; and
  - (ii) 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.

### **1.5 Headings**

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

### **1.6 Replaceable rules do not apply**

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

## **2 Object of the Company**

The Object of the Company is to advance Christian education in accordance with the historic Christian faith as it is taught in the Scriptures and as set out in the Statement of Faith, by:

- (a) maintaining a school or schools for the daily instruction of children, where education is provided in accordance with the Statement of Faith;
- (b) acting as trustee and to perform and discharge the duties and functions incidental thereto where this is incidental or conducive to the attainment of the Object; and
- (c) doing such other things as are incidental or conducive to the attainment of the Object, including the establishment of a public fund.

## **3 Powers**

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

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

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

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

- (a) must be applied solely towards the promotion of the Object; and
- (b) may not be paid or transferred to the Members, in whole or in part, either directly or indirectly by way of dividend, bonus, benefit or otherwise.

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

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

- (a) of reasonable remuneration for services to the Company;
- (b) for goods supplied in the ordinary course of business;
- (c) of fair and reasonable interest on money borrowed from a 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 for premises let by a Member; or
- (e) in furtherance of the Object.

## **5 Winding up**

### **5.1 Guarantee by Members**

- (a) Each Member undertakes to contribute an amount of \$10 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 contracted before they ceased to be a Member;
  - (ii) the costs of winding up; and

- (iii) adjustment of the rights of the contributories among themselves.

## **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 and after satisfaction of all its debts and liabilities, then, subject always to clause 5.3, that property may not be paid to or distributed among the Members but must be transferred to one or more funds or institutions:
  - (i) that have charitable purposes similar to, or inclusive of, the Object; and
  - (ii) are not-for-profit entities whose governing documents prohibit the distribution of its income and property among its members (if it has members) to an extent at least as great 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 Transfer of surplus assets – deductible gift recipients**

- (a) Where the Company has been endorsed as a deductible gift recipient under Subdivision 30-BA in relation to a fund or institution it operates and:
  - (i) the Company is wound up;
  - (ii) the fund or institution is wound up; or
  - (iii) an endorsement under Subdivision 30-BA of the Tax Act is revoked;then, after payment of liabilities, any surplus:
  - (iv) Gifts;
  - (v) Deductible Contributions; and
  - (vi) money received by the Company because of such Gifts or Deductible Contributions;remaining in the fund or institution (whichever is relevant) must be transferred to one or more funds or institutions that comply with clause 5.2 and are each deductible gift recipients.
- (b) Where the Company operates more than one fund or institution for which it is a deductible gift recipient and its endorsement under Subdivision 30-BA of the Tax Act is revoked only in relation to one of those funds or institutions then it may transfer any surplus assets of that fund or institution remaining after payment of all liabilities to any other fund or institution for which it is endorsed as a deductible gift recipient.

## **6 Membership**

### **6.1 Number of Members**

- (a) The minimum number of Members of the Company will be 5.
- (b) The Members at the date of adoption of this Constitution and any person the Directors admit to membership under clause 6.2 are the Members of the Company.

## **6.2 Admission as a Member**

The Directors shall admit any person as a Member if the person:

- (a) is eligible under clause 6.3;
- (b) makes an application in accordance with clause 6.4; and
- (c) is appointed or elected as a Director in accordance with this Constitution.

## **6.3 Membership criteria**

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

- (a) be over the age of 18;
- (b) subscribe to the Statement of Faith and Westminster Confession Faith (Chapters 1 to 20);
- (c) consent in writing to become a Member and a Director (and be approved to be a Director);
- (d) agree to be bound by this Constitution; and
- (e) except for the Chief Executive Officer, not be an Employee of the Company.

## **6.4 Membership process**

- (a) The application for membership must be made:
  - (i) in writing, signed by the applicant;
  - (ii) in such form as the Directors may from time to time prescribe;
  - (iii) accompanied by the signed Statement of Faith; and
  - (iv) accompanied by the membership fee, if any, determined by the Directors.
- (b) Each application for membership must be considered by the Directors within a reasonable time after the application is made.
- (c) When an applicant has been accepted or rejected for membership the Secretary must notify the applicant of the decision of the Directors within a reasonable period.

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

The Directors have the discretion to refuse any person admission as a Member if they consider on reasonable grounds that the person will not be meet the criteria in clauses 6.3 and 11.4.

## **6.6 Registration as Member**

If a person is admitted as a Member, as soon as practicable, the Directors must cause the name of the person to be entered in the Register.

## **6.7 Membership fees**

A Member must pay such membership fees as prescribed from time to time by the Directors.

## **6.8 Register**

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

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

### **7.1 Cessation of membership**

A Member ceases to be a Member on:

- (a) death;
- (b) resignation by written notice to the Company having immediate effect or with effect from a specified date occurring not more than 7 days after the service of the notice;
- (c) becoming of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law related to mental health;
- (d) becoming bankrupt or insolvent or making an arrangement or composition with creditors of a person's joint or separate estate generally;
- (e) the passing of a resolution by the Directors or Members in General Meeting in accordance with clause 7.2; or
- (f) that Member ceasing to be a Director.

### **7.2 Termination of membership**

- (a) Subject to this Constitution, the Directors or Members in General Meeting may at any time terminate the membership of a Member if the Member:
  - (i) refuses or neglects to comply with this Constitution or any applicable Rules made by the Directors;
  - (ii) engages in conduct which in the opinion of the Directors is unbecoming of the Member or prejudicial to the interests of the Company;

- (iii) fails to pay any debt due to the Company within a period of 3 months after the date for payment (such debt not including a fee referred to in clause 6.7);
  - (iv) acts or makes statements which in the reasonable opinion of the Directors are inconsistent with or contrary to the Statement of Faith; or
  - (v) is no longer willing or able to subscribe to the Statement of Faith.
- (b) For a decision of the Directors or the Members in General Meeting under clause 7.2(a) to be effective, the general nature of the allegations made against the Member must be notified to the Member in writing and the Member must be given a reasonable opportunity to respond.
- (c) If a dispute arises regarding the termination of a Member's membership under this clause 7.2, the dispute resolution procedure contained in clause 26 must be followed and, for the purposes of clause 26.1, written notification under clause 7.2(b) will be the notice of the dispute (as defined in clause 26.1).

### **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**

The Company may hold an Annual General Meeting, and if it does so, the meeting must be held in accordance with the Corporations Act.

### **8.2 Convening a General Meeting**

A majority of 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 31.
- (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) 2 less than the total number of Members 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**

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

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

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

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

If a General Meeting is held and:

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

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

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

## **9.7 Conduct of General Meetings**

- (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 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 adjourned meeting**

It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for 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 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 by the chairperson or by at least 2 Members who are entitled to vote:

- (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 meeting of the Company 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) any other means provided by the Corporations Act, as is specified for that purpose in the notice convening the meeting,

not less than 48 hours before the time for holding the meeting or adjourned meeting or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll. Documents received after this time will not be treated as valid.

- (g) The Company receives a document referred to in clause 9.15(f):
  - (i) if the document is given by electronic means in accordance with the Corporations Act and as specified in the notice convening the meeting, when the document given by those means is received by the Company as prescribed by the regulations to 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 the meeting at which a person votes as a proxy, attorney or Representative, a vote cast by that person is valid even if, before the person votes:

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

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

- (a) Subject to clause 10(b), the Members may pass any resolution that the Corporations Act or this Constitution requires or permits to be passed at a General Meeting in the manner set out in this clause without holding a General Meeting.
- (b) A resolution under this clause 10 cannot be used:
  - (i) for a resolution to remove an auditor, appoint a Director or remove a Director under section 203D;

- (ii) for passing a special resolution; or
  - (iii) where the Corporations Act or this Constitution requires a meeting to be held.
- (c) A circular resolution is passed if each Member entitled to vote on the resolution:
- (i) signs a document containing a statement that they are in favour of the resolution set out in the document. Separate copies of a document may be used for signing by Members if the wording of the resolution and statement is identical in each copy; or
  - (ii) sends an email to the Company confirming that they agree to a proposed resolution, and that email includes the text of the proposed resolution.
- (d) The resolution is passed when the last Member signs or when the last Member's email is received by the Company.

## **11 Directors**

### **11.1 Number of Directors**

The number of Directors must be between 5 and 11 as the Members determine. In the absence of any such determination, the number of Directors (including the Chief Executive Officer) will be 7.

### **11.2 Composition of Directors**

- (a) The board of Directors is to be comprised of:
- (i) the Chief Executive Officer who holds office as a Director during and for the term of their appointment as Chief Executive Officer;
  - (ii) 3 to 10 Directors appointed by the council of elders of the Church from time to time (**Appointed Directors**); and
  - (iii) Up to 4 Directors elected by the Members (**Elected Directors**).
- (b) At all times, the number of Appointed Directors must be at least 2 greater than the number of Elected Directors.

### **11.3 Appointment of Elected Directors by Members**

Upon:

- (a) an Elected Director retiring or otherwise vacating office; or
- (b) an Elected Director vacancy arising by operation of clause 11.2 or otherwise,

the Members may, at a General Meeting or by unanimous written resolution, fill the vacated office by appointing an individual to that office.

### **11.4 Qualification of Directors**

- (a) To be eligible for the office of Director a person must:
- (i) consent in writing to act as a Director and a Member (and is approved to be a Member); and
  - (ii) have a Director Identification Number.

- (b) In the event that it is required under a law, regulation or guideline applicable to the Company<sup>4</sup>, the Company must ensure that a majority of the Directors are persons who have the requisite level or degree of responsibility to the general public.

#### **11.5 Terms and retirement of Elected Directors**

- (a) Subject to clause 11.5(b), Elected Directors are elected for terms of 3 years.
- (b) Any Elected Director who has held office for 3 years or more since last being elected, must retire from office but is eligible for reappointment.
- (c) A retiring Elected Director holds office until the conclusion of the meeting at which that Elected Director retires but is eligible for reappointment.
- (d) In addition to the right to remove Directors under section 203D of the Corporations Act, the Members may by ordinary resolution in General Meeting or unanimous written resolution remove any Elected Director before the expiration of that Elected Director's period of office, and may appoint another person in the place of that Elected Director in accordance with clause 11.3.

#### **11.6 Appointment of Appointed Directors**

- (a) The council of elders of the Church:
  - (i) may at any time remove an Appointed Director from office and replace that person with another person meeting the qualifications in clause 11.4; and
  - (ii) shall reaffirm the appointment of each Appointed Director every 3 years from the date of appointment. If the appointor fails to re-affirm the appointment of any Appointed Director, the office of that Appointed Director becomes vacant.
- (b) Any appointment, re-affirmation or removal of an Appointed Director must be in writing served on the Company.

#### **11.7 Casual vacancy of an Elected Director**

- (a) The Directors may at any time appoint any person meeting the requirements of clause 11.4 to fill a casual vacancy of an Elected Director, provided the total number of Elected Directors does not exceed the maximum number in clause 11.2(a)(iii) and at all times meets the requirements of clause 11.2(b).
- (b) A Director appointed under clause (a) holds office:
  - (i) for a period of 12 months or such lesser period as specified at the time of appointment; or
  - (ii) until the Members appoint a new or additional Director under clause 11.3 to replace the Director whose retirement caused the casual vacancy,whichever is sooner, but is eligible for appointment by the Members under clause 11.3.

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<sup>4</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.

**11.8 Retirement of Directors – transitional rule applying for the first and second years after adoption of this constitution**

- (a) On the day that is 12 months after the date of registration of the Company, 2 Elected Directors must retire from office but are eligible for reappointment.
- (b) On the day that is 24 months after the date of registration of the Company, 2 Elected Directors who have held office for 1 year or more since being elected must retire from office but are eligible for reappointment.
- (c) The Elected Directors who must retire under clauses 11.8(a) and 11.8(b) will be decided by lot unless they agree otherwise.
- (d) For the avoidance of doubt, this clause 11.8 ceases to have any application on the day after the relevant Directors retire under clause 11.8(b).

**11.9 Appointment of officers**

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

**12 Remuneration of Directors**

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

**13 Expenses of Directors**

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

**14 Vacation of office of Director**

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

- (a) ceases to be eligible under clause 11.4;
- (b) ceases to be a member in accordance with clauses 7.1 or 7.2;
- (c) resigns from the office by notice in writing to the Company;
- (d) is not present at 3 successive meetings of the Directors without leave of absence from the Directors;
- (e) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (f) in the case of an Appointed Director, is removed from office under clause 11.6;
- (g) becomes insolvent or bankrupt, compounds with their creditors, or assigns their estate for the benefit of their creditors;
- (h) becomes prohibited, disqualified or removed from being a Director by reason of any order of any court of competent jurisdiction or regulator; or
- (i) dies.

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

### **15.1 Directors to manage the Company**

- (a) The Directors are to manage the business of the Company and may exercise all the powers of the Company that are not, by the Corporations Act or by this Constitution, required to be exercised by the Company in General Meeting.
- (b) The Directors 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.
- (c) Further to clause 15.1(b), if the Directors at their discretion determine by a majority vote that any resolution passed by the Members is contrary to the Statement of Faith, or is otherwise not in the best interests of the Company, then, subject to the Corporations Act, they may refuse to implement such resolution.

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

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

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

### **15.3 Compliance with duties**

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

### **15.4 Delegation**

- (a) The Directors may resolve to delegate any of their powers to:
  - (i) a committee in accordance with clause 23;
  - (ii) a Director;
  - (iii) an employee of the Company; or
  - (iv) any other person on terms and subject to any restrictions to be decided by the Directors.
- (b) The power may be delegated for such time as determined by the Directors and the Directors may at any time revoke or vary the delegation.
- (c) The delegate must exercise the powers delegated in accordance with any directions of the Directors, and the exercise of the power by the delegate is as effective as if the Directors had exercised it.
- (d) The Directors may continue to exercise any power they have delegated.

## **16 Rules**

Subject to this Constitution, the Directors may from time to time by resolution make and rescind or alter Rules which are binding on Members for the management and conduct of the business of the Company.

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

### **17.1 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) on the terms and subject to any restrictions they decide; and
  - (ii) so as to be concurrent with, or to the exclusion of, the powers of the Board,and the Directors may revoke the delegation at any time.
- (c) Subject to any agreement between the Company and the Chief Executive Officer, the Directors may:
  - (i) dismiss the Chief Executive Officer;
  - (ii) vary the terms of employment of the Chief Executive Officer; and/or
  - (iii) revoke or vary any power delegated to the Chief Executive Officer.
- (d) The Chief Executive Officer will cease to be a Director if the Chief Executive Officer is removed, dismissed for any reason or otherwise resigns as Chief Executive Officer pursuant to clause 17.1(c).

### **17.2 Principal**

- (a) The Directors may appoint an individual as the Principal of a School on such terms and conditions (including as to remuneration) as they think fit.
- (b) The Directors may delegate any of their powers [in respect of a School] to a Principal:
  - (i) on the terms and subject to any restrictions they decide; and
  - (ii) so as to be concurrent with, or to the exclusion of, the powers of the Board,and may revoke the delegation at any time.
- (c) Subject to any agreement between the Company and the Principal, the Directors may:
  - (i) dismiss the Principal;
  - (ii) vary the terms of employment of the Principal; and/or
  - (iii) revoke or vary any power delegated to the Principal.

### **17.3 Secretary**

- (a) There must be at least one Secretary who is to be appointed by the Directors.
- (b) The Directors may suspend or remove a Secretary from that office.
- (c) A Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, as determined by the Directors. The exercise of those powers and authorities and the performance of those duties by a Secretary are subject at all times to the control of the Directors.

### **17.4 Public Officer**

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

### **18 Appointment of attorney**

- (a) By power of attorney, the Directors may appoint any person to be an attorney of the Company, with such powers, authorities and discretions of the Directors as the Directors think fit and for such purposes, period and conditions as determined by the Directors.
- (b) A power of attorney granted under clause 18(a) may contain any provisions for the protection and convenience of the attorney and persons dealing with the attorney that the Directors think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

### **19 Conflicts of interest**

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

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

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

#### **19.2 Disclosure recorded in minutes**

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

#### **19.3 Material personal interest**

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

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

#### **19.4 Present and voting**

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

- (a) their interest arises because they are a Member of the Company and the other Members have the same interest;
- (b) their interest 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 32.2);
- (c) their interest relates to a payment by the Company under clause 32.1, or any contract relating to an indemnity that is allowed under the Corporations Act;
- (d) ASIC makes an order allowing the Director to vote on the matter; or
- (e) the Directors who do not have material personal interest in the matter pass a resolution that:
  - (i) identifies the Director, the nature and extent of the Director's interest in the matter and how it related to the affairs of the Company; and
  - (ii) states that those Directors are satisfied that the interest should not stop the Director from voting or being present.

#### **20 Proceedings of Directors**

##### **20.1 Directors' meetings**

- (a) The Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.
- (b) A majority of Directors may at any time, and the Secretary must on the written request of 2 Directors, convene a meeting of the Directors.

##### **20.2 Questions decided by majority**

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

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

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

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

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

If a Directors' meeting is held and:

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

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

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

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

## **22 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 2 less than the total number of Directors
- (b) The Directors may act despite a vacancy in their number. If their number is reduced below the minimum fixed by clause 11.1, the Directors may, except in an emergency, act only for the purpose of filling vacancies to the extent necessary to bring their number up to that minimum or to convene a General Meeting.

## **23 Circular resolutions**

- (a) The Directors may pass a resolution without a Directors' meeting being held in the manner set out in this clause.
- (b) A circular resolution is passed if each Director entitled to vote on the resolution:
  - (i) signs a document containing a statement that they are in favour of the resolution set out in the document. Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy; or
  - (ii) sends an email to the Company confirming that they agree to the proposed resolution, and that email includes the text of the proposed resolution.
- (c) The resolution is passed when the last Director signs or sends an email to the Company.

## **24 Validity of acts of Directors**

All acts done at a meeting of the Directors or of a committee of Directors, or by a person acting as a Director, are taken as valid as if the relevant person had been duly appointed or had duly continued in office and was qualified and entitled to vote, even if it is afterwards discovered that:

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

## **25 Committees**

### **25.1 Delegation to committees**

- (a) The Directors may delegate any of their powers, to a committee consisting of one or more Directors and such other persons as they think fit.

- (b) A committee to which any powers have been delegated under clause 25.1(a) must exercise those powers in accordance with any directions of the Directors. A power so exercised is taken to have been exercised by the Directors.

## **25.2 Meetings of committees**

A committee may meet and adjourn as it thinks proper.

## **25.3 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.

## **25.4 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.

## **26 Dispute resolution**

### **26.1 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>5</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

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<sup>5</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).

- (e) where:
    - (i) the party receiving the notice of the Dispute fails to attend the mediation required by clause 26.1(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.

## **26.2 Urgent interlocutory relief**

The procedure in clause 26.1 will not apply in respect of proceedings for urgent or interlocutory relief.

## **27 Execution of documents**

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

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

## **28 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.

## **29 Seals**

### **29.1 Safe custody of common seals**

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

### **29.2 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.

### **30 Inspection of records**

#### **30.1 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).

#### **30.2 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.

### **31 Service of documents**

#### **31.1 Document includes notice**

In this clause 31, a reference to a document includes a notice.

#### **31.2 Methods of service**

- (a) The Company may give a document to a Member or Director:
  - (i) personally;
  - (ii) by sending it by post to the address for the Member or Director in the Register or an alternative address nominated by the Member or Director;
  - (iii) by sending it to an electronic address nominated by the Member or Director; or
  - (iv) by any other method of service provided by the Corporations Act.
- (b) A Member or Director may give a document to the Company:
  - (i) by serving it on the Company at the Registered Office;
  - (ii) by sending it by post to the Registered Office; or
  - (iii) by sending it to the electronic address nominated by the Company.
- (c) Except in relation to service of a document referred to in clause 9.15(f), a document is taken to be given:
  - (i) if it is sent by post, 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 31.2(c)(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.

### **31.3 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.

## **32 Indemnity and insurance**

### **32.1 Indemnity**

- (a) The Company must indemnify any current or former Director, Secretary or executive officer of the Company out of the property of the Company against:
- (i) every liability incurred by the person in that capacity; and
  - (ii) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity;
- except to the extent that:
- (iii) the Company is forbidden by law (including the Corporations Act) to indemnify the person against the liability or legal costs;
  - (iv) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by any law; or
  - (v) the person is entitled to be, and is actually, indemnified by another person (including an insurer under any insurance policy).
- (b) The indemnity is a continuing obligation and is enforceable by a person even though they are no longer a Director, Secretary or executive officer of the Company of the Company.

### **32.2 Insurance**

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director or Secretary or executive officer of the Company against liability arising out of conduct by the person in that capacity (**Relevant Conduct**), including a liability for legal costs, unless:

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

### **32.3 Contract**

The Company may enter into an agreement with a person referred to in clauses 32.1 and 32.2 with respect to the matters covered by these clauses. An agreement entered into in accordance with this clause 32 may include provisions relating to rights of access to the books of the Company conferred by the Corporations Act or otherwise by law.

## **33 Amendment to Constitution**

- (a) Subject to clauses 33(b) and 33(e), this Constitution may only be amended by Special Resolution of the Members of the Company.

(b) Any substantial amendment or addition to any part of the following clauses and Schedules:

(i) the Statement of Faith;

(ii) clause 6.3(b);

(iii) clause 7.3; and

(iv) clause 34,

may only be made with the prior written approval of the elders of the Church.

(c) A Special Resolution referred to in clause 33(a) has no effect unless the proposed amendments to the Constitution have been agreed to by a majority of the Directors.

(d) 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.

(e) 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.

#### **34 Staff**

(a) No person shall be employed by the Company unless he or she has declared his or her unconditional and complete acceptance of each of:

(i) the Object; and

(ii) the Statement of Faith.

(b) A person may only be employed as a teacher of a School if paragraph 4.c of the Statement of Faith is agreed to and observed.

## **Schedule 1**

### **Statement of Faith**

The Company is committed to the historic Christian faith as it is taught in Scripture, and in the sense understood by the major creeds of the Reformation, and by the Westminster Confession of Faith (chapters 1 to 20) in particular.

In the work of the Company, the following articles are of particular importance:

#### **1. GOD AS SOVEREIGN LORD**

All that exists has been made by God in His three persons (Father, Son and Holy Spirit). “God from all eternity, did, by the most wise and holy counsel of His own will, freely, and unchangeably ordain whatsoever comes to pass” (WC 3:1). Further, this creating God “doth uphold, direct, dispose, and govern all creatures, actions, and things, from the greatest even to the least... to the praise of the glory of His wisdom, power, justice, goodness and mercy.” (WC 5:1).

Despite the effects of sin within God’s world, it is sustained and sovereignly governed by Him. It is neither chaotic nor meaningless.

This world cannot be understood rightly except in relationship to God. Therefore, all true education is conducted in the light of what God has revealed of Himself and His will. His authority over all things must be acknowledged. Consequently, there is no dichotomy between ‘spiritual’ and ‘secular’ truth.

Further, all skills and talents are to be accepted as gracious gifts of God, and a reflection of His being; all nature is to be accepted as a revelation of His majesty, and all history as the outworking of His eternal decree.

Because God is Lord of all, only the very highest and best standards will be pursued in all areas of school life.

#### **2. JESUS CHRIST**

God the Father’s supreme purpose is to glorify His Son, Jesus Christ. He is the beginning and the end of all things. “It pleased God, in His eternal purpose, to choose and ordain the Lord Jesus, His only begotten Son, to be the Mediator between God and man, the Prophet, Priest, and King, the Head and Saviour of His Church, the Heir of all things, and Judge of the world; unto whom He did from all eternity give a people, to be His seed, and to be by Him in time a people, to be His seed, and to be by Him in time redeemed, called, justified, sanctified and glorified.” (WC 8:1)

The school exists primarily that it might bring honour to Christ as Lord and God, in all things. By His death and obedient life, Jesus Christ alone makes God’s people righteous. “The Lord Jesus, by His perfect obedience, and sacrifice of Himself, which He through the eternal Spirit, once offered up unto God, hath fully satisfied the justice of His Father; and purchased, not only reconciliation, but an everlasting inheritance in the kingdom of heaven, for all those whom the Father hath given unto Him.” (WC 8:5)

#### **3. THE WORD OF GOD**

The Scriptures of the Old and New Testaments alone are the inerrant, authoritative written Word of God. “The whole counsel of God concerning all things necessary for His own glory, man’s salvation, faith and life, is either expressly set down in Scripture, or by good and necessary consequence may be deduced from Scripture: unto which nothing is to be added, whether by new revelations of the Spirit or traditions of men.” (WC 1:6)

Therefore, the school community, in all the dimensions of its life, must be governed by this Word. All that is taught and done must flow directly from it, or else be evaluated and understood in the light of its teaching.

#### **4. MAN**

Man was made to honour the Sovereign God in all things. By his disobedience, Adam dishonoured God, bringing God's wrath upon himself and all mankind. "From this original corruption, whereby we are utterly indisposed, disabled, and made opposite to all good, and wholly inclined to all evil, do proceed all actual transgressions." "Every sin, both original and actual, being a transgression of the righteous law of God, and contrary thereunto, doth, in its own nature, bring guilt upon the sinner, whereby he is bound over to the wrath of God, and curse of the law, and so made subject to death, with all miseries spiritual, temporal and eternal." (WC 6:4,6)

God's world too, is subject to decay because of man's sin. The creation wars against man, further preventing his dominion over it.

Only by the renewing work of the Holy Spirit, is it possible for sinful man to honour God. "All those whom God hath predestinated unto life, and those only, He is pleased, in His appointed and accepted time, effectually to call by His Word and Spirit, out of that state of sin and death, in which they are by nature to grace and salvation, by Jesus Christ; enlightening their minds spiritually and savingly to understand the things of God, taking away their heart of stone, and giving unto them a heart of flesh; renewing their wills, and by His almighty power, determining them to that which is good, and determining them to that which is good, and effectually drawing them to Jesus Christ: yet so, as they come most freely, being made willing by His grace." (WC 10:1)

By God's common grace, all men benefit from the learning of truths about God's world. However, true learning is possible only where the Holy Spirit renews hearts and minds. This work is the indispensable foundation of all true wisdom and knowledge.

#### **Therefore:**

##### **a. Goals**

Though he is dead in sin, man retains something of the image of God. Therefore, each child is to be treated as an individual with valuable gifts and talents to be developed for the honour of Christ. By God's grace, children are helped to take their place in God's world, equipped physically, mentally and spiritually, to live as Christ's servants. The creation in all its variety and beauty, its good and its evil is to be presented that the students are able to rightly understand it in the light of the Word of God. It is recognised that all high achievements of man are the result of God's grace to His world.

##### **b. Teaching**

Under God's Spirit, Who alone makes teaching effective, the teacher will select those methods which best accomplish his goal of transmitting truth to the student. He will have oversight of all learning activity so as to ensure the best understanding, and standards of work and progress are acceptable. Since the overall task of the school is to help the student become like Christ, and in the light of God's hatred of sin, and opposition to it, instruction, punishment, counselling and prayer will be employed as is necessary.

##### **c. Staffing**

Because of the spiritual basis of man's ignorance, and the high goal of Christian schooling, staff are selected on the basis of their:

- (i) commitment to Jesus Christ as Lord, and evident holiness of life;
- (ii) whole-hearted acceptance of this educational creed, and of the Westminster Confession, chapters 1 to 20; and

(iii) competence as teachers, with an ability to aid in all major aspects of a child's development.

## **5. PARENTS**

The responsibility for the nurture of children, by instruction and discipline, is given to their parents by God. Accordingly, the character and direction of the education of their children, is to be determined by parents.

The outworking of this responsibility may be rightly shared within a Christian congregation, such that others assist in the educational task.

The school exists to aid parents in this regard.

The teacher holds his position by virtue of his special gifts, and the authority delegated to him as teacher over the children within the school. His authority, rightly exercised, is to be upheld by the whole school community. It is recognised that all authority is of God, to whom all who exercise it must give account. Such accountability applies to parents, teachers, and the school's governing body.

## **FINALLY**

It is recognised that this statement does not contain a comprehensive statement, either of Biblical doctrine, or of educational policy. The basic truths to which the school is committed may be found in the Westminster Confession of Faith, chapters 1-20, from which the statements quoted above are taken.

**Schedule 2**

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

**Carinya Christian Education Ltd**

**ACN 002 643 594**

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 Carinya Christian Education Ltd ACN 002 643 594 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 3**

**Appointed Directors & Membership Application Form**

1. **Appointment, re-affirmation, removal of Directors (see clause 11.6)**
2. **Consent of Directors (see clause 11.4)**
3. **Application for Membership (see clause 6.4)**

**Carinya Christian Education Ltd**

**ACN 002 643 594**

<p><b>Appointment, re-affirmation or removal of Appointed Director</b></p> <p>I/We, ..... (name) of ..... (address) on behalf of the Council of Elders of Trinity Church Tamworth Inc, hereby:</p> <p style="text-align: center;">Appoint   Re-affirm   Remove (strike out whichever is not applicable)</p> <p>..... (name) of ..... (address) Director Identification Number ..... (DIN if known) as an Appointed Director of the above mentioned Company.</p> <p>Signed: .....</p> <p>Dated: .....</p>
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<p><b>Appointed Director Consent &amp; Membership Application</b></p> <p>I ..... (name) of ..... (address) Director Identification Number ..... (DIN if known) consent to act as an <b>Appointed Director</b> and as a <b>Member</b> of the above mentioned Company.</p> <p>Signed: .....</p> <p>Dated: .....</p> <p>Attached - Signed Statement of Faith</p>
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<p>This form must be returned to Carinya Christian Education Ltd ACN 002 643 594 at: 25 Boronia Drive Calala NSW 2340 or via <a href="mailto:admin@carinya.nsw.edu.au">admin@carinya.nsw.edu.au</a></p> <p>At least 48 hours prior to the first meeting which the Appointed Director shall attend.</p>
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**Schedule 4**

**Elected Directors & Membership Application Form**

- 1. Elected Directors (see clause 11.3)
- 2. Consent of Directors (see clause 11.4)
- 3. Application for Membership (see clause 6.4)

**Carinya Christian Education Ltd**

**ACN 002 643 594**

**Election of Appointed Director**

I/We, ..... (name)  
of ..... (address)  
being a member of the abovenamed Company hereby elect  
..... (name)  
of ..... (address)  
Director Identification Number ..... (DIN if known)  
as an Elected Director of the Company in accordance with the resolution of the members  
at the General Meeting | via a unanimous written resolution (strike out whichever is not applicable)  
dated \_\_\_ / \_\_\_ / \_\_\_\_  
Signed: .....  
Dated: .....

**Elected Director Consent & Membership Application**

I ..... (name)  
of ..... (address)  
Director Identification Number ..... (DIN if known)  
consent to act as an **Elected Director** and as a **Member** of the above mentioned Company.  
Signed: .....  
Dated: .....  
Attached - Signed Statement of Faith

This form must be returned to Carinya Christian Education Ltd ACN 002 643 594 at:  
25 Boronia Drive Calala NSW 2340 or via [admin@carinya.nsw.edu.au](mailto:admin@carinya.nsw.edu.au)  
At least 48 hours prior to the first meeting which the Elected Director shall attend.