

**CONSTITUTION**  
**OF**  
**THE PULTENEY FOUNDATION PTY LTD**  
**(ACN 659 238 169)**

# CONSTITUTION OF THE PULTENEY FOUNDATION PTY LTD

## PART 1 - INTRODUCTION

### 1. PRELIMINARY

#### 1.1 In this document:

**Act** means the *Corporations Act 2001* as it applies to the company.

**call** includes an instalment of a call and any amount due on allotment of a share or at a time or in circumstances specified in the terms of issue.

**Chair of the Council of Governors** has the meaning given in the Deed of Trust.

**Chair of the Finance and Risk Committee** means the Chair of Pulteney Grammar School Inc.'s finance and risk committee from time to time.

**company** means the Pulteney Foundation Pty Ltd.

**Council of Governors** has the meaning given in the Deed of Trust.

**Deed of Trust** means the deed of trust for the Pulteney Foundation dated 5 March 2009 as amended from time to time.

**director** means a director of the company and includes an alternate director.

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

**dividend** includes bonus.

**holder** means a person holding a share.

**initial member** means Pulteney Grammar School Inc.

**managing director** means a director appointed as managing director.

**member** has the same meaning as in section 231.

**POS** means Pulteney Old Scholars' Association Incorporated.

**replaceable rule** means any provision of those sections and sub-sections of the Act which are designated under section 141 as "replaceable rules" and so capable of being displaced or modified by a company's constitution.

**Responsible Person** has the meaning given in the Deed of Trust.

**secretary** means a person appointed by the directors to perform the duties of a secretary of the company.

**share** means a share in the share capital of the company.

**Trust** means the trust constituted by the Deed of Trust.

1.2 In this document:

- 1.2.1 the singular includes the plural and vice versa and words importing a gender include other genders;
- 1.2.2 words importing natural persons include corporations;
- 1.2.3 reference to a section is to a section of the Act and includes any section that substantially replaces that section and deals with the same matter;
- 1.2.4 headings are for ease of reference only and do not affect the interpretation of this document;
- 1.2.5 subject to clause 1.1, words and expressions in this document have the same meaning as in a provision of the Act which deals with the same matter.

## **2. REPLACEABLE RULES**

All the replaceable rules are displaced by this document.

## **3. ACT**

Despite any other provision in this document:

- 3.1 if the Act prohibits a thing being done, the thing may not be done;
- 3.2 if the Act requires a thing to be done, authority is given for that thing;
- 3.3 if a provision of this document is or becomes inconsistent with the Act (other than a replaceable rule), that provision must be read down or failing that severed from this document to the extent of the inconsistency.

## **4. SOLE PURPOSE**

Notwithstanding anything contained in this document, the company has the sole purpose of acting as the trustee of the Trust.

## **PART 2 – SHARES**

## **5. SHARE RIGHTS**

Subject to this document and to the terms of issue of particular shares, a share has attached the right:

- 5.1 to receive notice of and to attend and vote at all meetings of members of the company;

5.2 to receive dividends; and

5.3 in a winding up to participate equally in the distribution of the assets of the company (both capital and surplus), subject only to any amounts unpaid on the share.

Notwithstanding anything contained in this document, as the company has been formed solely for the purpose of acting as the trustee of the Trust, no dividends will be payable to any member including the initial member.

## **6. ISSUE OF SHARES**

The directors may only issue shares to the initial member.

## **7. NO PRE-EMPTIVE RIGHT TO NEW SHARES**

No shares may be issued to any person other than the initial member.

## **8. CLASS OF SHARES**

8.1 A share must be of one of these classes with such rights as the directors determine but in the absence of any determination, an ordinary share with all the rights of an ordinary share but (to avoid doubt, no dividend is payable on an ordinary share as the company has been formed solely to act as the trustee of the Trust.

## **9. PREFERENCE SHARES**

Not Used.

## **10. TRUSTS NOT RECOGNISED**

10.1 Except as required by law or as otherwise provided by this document, the company will not recognise any person as holding a share non-beneficially and the company is not bound to recognise (even when having actual notice) any equitable, contingent, future or partial interest or any other right in respect of a share except the registered holder's absolute right of ownership.

## **11. JOINT HOLDERS**

11.1 If two or more persons are registered as the holders of a share, they are taken to hold the share as joint tenants with benefit of survivorship.

11.2 Joint holders of a share are liable severally as well as jointly in respect of all payments that ought to be made to the company in respect of the share.

11.3 Any one of the joint holders of a share may give an effective receipt for any amount payable by the company to the joint holders.

## **12. CERTIFICATES**

12.1 The company must issue and send or deliver a certificate or other document for a share at the times and in the form required by the Act.

12.2 In respect of a share or shares held jointly by several persons the company is not bound to issue more than one share certificate. Delivery of a share certificate for a share to one of the joint holders is sufficient delivery to all such holders.

- 12.3 The directors may order worn out or defaced certificates to be cancelled and, if necessary, replaced by new certificates.

**13. VARIATION OF CLASS RIGHTS**

Not used.

**14. CALLS**

Not used.

**15. FAILURE TO PAY A CALL**

Not used.

**16. PAYMENT OF CALLS IN ADVANCE**

Not used.

**17. INDEMNITY BY MEMBER**

Not Used.

**18. LIEN**

Not used.

**19. SALE TO ENFORCE A LIEN**

Not used.

**20. FORFEITURE**

Not used.

**21. SALE OR RE-ISSUE ON ENFORCEMENT**

Not used.

**22. TRANSFER OF SHARES**

- 22.1 Subject to this document a member may transfer all or any of the shares held by the member.

- 22.2 A person transferring shares remains the holder of the shares until the transfer is registered and the name of the person to whom they are being transferred is entered in the register of members in respect of the shares.

- 22.3 The directors are not required to register a transfer of shares in the company unless:

- 22.3.1 in respect of the initial member, the Council of Governors has provided a written notice to the directors requesting the transfer of the initial member's shares;

- 22.3.2 the transfer and any share certificate have been lodged at the company's registered office; and

22.3.3 any fee payable on registration of the transfer has been paid; and

22.3.4 the directors have been given any further information they reasonably require to establish the right of the person transferring the shares to make the transfer.

22.4 The directors may refuse to register a transfer of shares in the company for any reason.

### **23. PRE-EMPTIVE RIGHTS ON TRANSFER OF SHARES**

Not Used.

### **24. MEMBER'S ATTORNEY**

24.1 To act by an attorney in relation to the company, a holder of shares or the attorney must:

24.1.1 produce to the company for noting, the instrument appointing the attorney or a certified copy of that instrument;

24.1.2 pay any fee set by the company for noting;

24.1.3 if required at any time, produce to the company any other evidence the company thinks appropriate that the instrument is effective and continues to be in force.

24.2 A power of attorney granted by a holder of shares will, as between the company and that holder:

24.2.1 continue in force; and

24.2.2 may be acted on;

unless the company has received written notice of its revocation or of the death or dissolution of that holder.

### **25. TRANSMISSION OF SHARES ON DEATH**

Not Used.

### **26. TRANSMISSION OF SHARES ON BANKRUPTCY**

Not used.

### **27. TRANSMISSION OF SHARES ON MENTAL INCAPACITY**

Not Used.

## **PART 3 – MEETINGS OF MEMBERS**

### **28. CALLING OF MEETINGS OF MEMBERS BY A DIRECTOR**

A director may call a meeting of the company's members.



## **29. NOTICE OF MEETINGS OF MEMBERS**

- 29.1 Notice to joint members of a meeting of the company's members must be given to the joint member named first in the register of members.
- 29.2 A notice of meeting of the company's members sent by post is taken to be given 3 days after it is posted. A notice of meeting sent by fax, or other electronic means, is taken to be given on the business day after it is sent.
- 29.3 When a meeting of the company's members is adjourned, new notice of the resumed meeting must be given if the meeting is adjourned for 1 month or more.

## **30. POSTPONEMENT OR CANCELLATION**

- 30.1 A meeting of the company's members may be postponed or cancelled at any time before the day of the meeting:
  - 30.1.1 if called by the directors on the request of a member or members under section 249D, by that member or those members so notifying the company;
  - 30.1.2 if called by a member or members under section 249E, by that member or those members so notifying the company;
  - 30.1.3 if called by a member or members under section 249F, by that member or those members so notifying the company; or
  - 30.1.4 if called by the directors of their own volition, by the directors as they may determine.
- 30.2 The directors must give notice of the postponement or cancellation to all persons entitled to receive notices of that meeting.
- 30.3 Any members postponing or cancelling a meeting must pay the expenses of the postponement or cancellation unless the directors determine otherwise.

## **31. QUORUM OF MEETINGS OF MEMBERS**

- 31.1 The quorum for a meeting of the company's members consists of:
  - 31.1.1 if the number of members entitled to vote is 2 or more – 2 of those members; or
  - 31.1.2 If only one member is entitled to vote – that member.
- 31.2 In determining whether a quorum is present, count individuals attending as proxies or body corporate representatives. However, if a member has appointed more than 1 proxy or representative, count only 1 of them. If an individual is attending both as a member and as a proxy or body corporate representative, count them only once.
- 31.3 A meeting of the company's members that does not have a quorum present within 30 minutes after the time for the meeting set out in the notice of meeting:
  - 31.3.1 is dissolved if the meeting was called:
    - (a) on the request of members under section 249D;

- (b) by members under section 249E; or
- (c) by members under section 249F; otherwise

31.3.2 is adjourned to the date, time and place the directors specify. If the directors do not specify 1 or more of those things, the meeting is adjourned to:

- (a) if the date is not specified—the same day in the next week; and
- (b) if the time is not specified—the same time; and
- (c) if the place is not specified—the same place.

31.4 If no quorum is present at the resumed meeting within 30 minutes after the time for the meeting, the meeting is dissolved.

## **32. CHAIRING MEETINGS OF MEMBERS**

32.1 The directors may elect an individual to chair meetings of the company's members.

32.2 The directors at a meeting of the company's members must elect an individual present to chair the meeting (or part of it) if an individual has not already been elected by the directors to chair it or, having been elected, is not available to chair it, or declines to act, for the meeting (or part of the meeting). Those directors must elect the chair (or failing him or her, any deputy chair) of meetings of directors to chair a meeting of members if that person is available and willing to act.

32.3 The members at a meeting of the company's members must elect a member present to chair the meeting (or part of it) if:

32.3.1 a chair has not previously been elected by the directors to chair the meeting; or

32.3.2 a previously elected chair is not available, or declines to act, for the meeting (or part of the meeting).

## **33. GENERAL CONDUCT**

The chair of a meeting of members has general conduct of the meeting and may determine the procedures to be followed, subject to the general law and the requirements of the Act. A director (including an alternate director) is entitled to attend and be heard at any meeting of the members.

## **34. ADJOURNMENT**

34.1 The chair must adjourn a meeting of the company's members if the members present with a majority of votes at the meeting agree or direct that the chair must do so. The chair may adjourn a meeting with the meeting's consent on a show of hands.

34.2 A poll cannot be demanded on a resolution concerning the adjournment of a meeting except by the chair.

34.3 Only unfinished business is to be transacted at a meeting of members resumed after an adjournment.



## 35. VOTING

- 35.1 Subject to this document and to any rights or restrictions attaching to any class of shares, at a meeting of members of the company:
- 35.1.1 on a show of hands, each member has 1 vote;
  - 35.1.2 (subject to section 250L(4)) on a poll, each member has:
    - (a) for each fully-paid share held by the member, 1 vote; and
    - (b) for each partly-paid share held by the member, a fraction of 1 vote equivalent to the proportion which the amount paid up (disregarding any amount paid in advance of calls) is of the total issue price of the share.
- 35.2 If a person:
- 35.2.1 is entitled to a share (which confers a right to vote) because of a transfer from the holder;
  - 35.2.2 at or before a general meeting gives the directors the things required under 22.3 for the directors to register the transfer; and
  - 35.2.3 at or before that general meeting the directors determine to allow that person to vote under this clause;
- that person and not the holder may vote the share at that general meeting.
- 35.3 The chair at a meeting of the company's members has a casting vote, and also, if they are a member, any vote they have in their capacity as a member.
- 35.4 If a share is held jointly and more than 1 member votes in respect of that share, only the vote of the member whose name appears first in the register of members counts.
- 35.5 A member is entitled to be counted in a quorum or vote only in respect of shares on which all calls due and payable have been paid.
- 35.6 A vote that the Act requires the company to disregard must not be counted.
- 35.7 A challenge to a right to vote at a meeting of the company's members:
- 35.7.1 may only be made at the meeting; and
  - 35.7.2 must be determined by the chair, whose decision is final.
- 35.8 A resolution put to the vote at a meeting of the company's members must be decided on a show of hands unless a poll is demanded.
- 35.9 Before a vote is taken the chair must inform the meeting whether any proxy votes have been received and how the proxy votes are to be cast.
- 35.10 On a show of hands, a declaration by the chair is conclusive evidence of the result, provided that the declaration reflects the show of hands and the votes of the proxies received. Neither the chair nor the minutes need to state the number or proportion of the votes recorded in favour or against.

- 35.11 A poll demanded on a matter other than the election of a chair or the question of an adjournment must be taken when and in the manner the chair directs.
- 35.12 A poll on the election of a chair or on the question of an adjournment must be taken immediately.
- 35.13 The validity of a resolution is not affected by the failure of a proxy, attorney, representative or trustee of a member to vote in accordance with the instructions of the member.

## **36. PROXY VOTING AT A MEETING OF MEMBERS**

- 36.1 A member who is entitled to attend and cast a vote at a meeting of the company's members may appoint a person (who need not be a member) as the member's proxy to attend and vote for the member at the meeting.
- 36.2 The appointment may specify the proportion or number of votes that the proxy may exercise.
- 36.3 Each member may appoint a proxy. If the member is entitled to cast 2 or more votes at the meeting, they may appoint 2 proxies. If the member appoints 2 proxies and the appointment does not specify the proportion or number of the member's votes each proxy may exercise, each proxy may exercise half of the votes.
- 36.4 Disregard any fractions of votes resulting from the application of clause 36.2 or 36.3.
- 36.5 The directors or the chair of a meeting of the company's members may in any particular case allow an appointment of a proxy as valid even if it contains only some of the information required by section 250A(1). An appointment that does not contain the proxy's name or the name of the office held by the proxy is valid and deemed to be in favour of the chair of the meeting.
- 36.6 A proxy entitled to vote must vote in any way specified in the appointment. If a member appoints 1 proxy, that proxy may vote on a show of hands. If a member appoints 2 proxies, neither proxy is entitled to vote on a show of hands.
- 36.7 Unless the company has received written notice of the matter before the start or resumption of the meeting at which a proxy votes, a vote cast by the proxy will be valid even if, before the proxy votes:
  - 36.7.1 the appointing member dies; or
  - 36.7.2 the member is mentally incapacitated; or
  - 36.7.3 the member revokes the proxy's appointment; or
  - 36.7.4 the member revokes the authority under which the proxy was appointed by a third party; or
  - 36.7.5 the member transfers the share in respect of which the proxy was given.
- 36.8 Subject to sections 249Y(1)(b) and 250A(4) and any contrary express terms of an appointment, a proxy may vote:
  - 36.8.1 on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;

and

36.8.2 on any procedural motion put to the meeting.

### **37. RESOLUTIONS WHERE ONE MEMBER**

To avoid doubt, so long as the company has one member, that member may pass a resolution by the member recording it and signing it as the record.

## **PART 4 – DIRECTORS**

### **38. NUMBER**

The company must have a minimum of 4 and a maximum of 10 directors.

### **39. APPOINTMENT & REMOVAL**

39.1 The member may appoint 2 directors by notice to the company in writing.

39.2 The member must appoint the Chair of the Council of Governors and the Chair of the Finance and Risk Committee as directors (if the same consent to the appointment) by notice to the company in writing. Where one or both of the Chair of the Council of Governors and the Chair of the Finance and Risk Committee does not consent to act as a director the member may by notice to the company appoint another person in place of the Chair of the Council of Governors or the Chair of the Finance and Risk Committee as a director. The member will appoint two directors nominated by POSA (subject to any such nominated directors being acceptable to the member) by written notice to the company.

39.3 The directors may by resolution appoint any additional directors up to the maximum number of the permitted directors subject to any such directors first being approved by the member in writing.

39.4 Where at any time the number of directors in office is below four directors the member may by written notice to the company appoint such additional directors to ensure that the company has the minimum number of directors in office.

39.5 The member may by written notice to the company remove any director.

39.6 The member and the directors must ensure that at all times a majority of the directors are Responsible Persons.

39.7 The member may give notice to appoint, remove or approve the appointment of a director under this clause 39 by means of a notice signed for and on behalf of the Council of Governors (to avoid doubt, the Chair of the Council of Governors can sign any such notice).

39.8 The maximum term a director can stay in office is 12 years, inclusion of any years served by a Trustee in the period prior to the transition to this corporate trustee.

39.9 A person who is an employee of Pulteney Grammar School Inc., will for so long as he or she remains an employee, be ineligible to be appointed as a director or to remain in office as director.

#### **40. RESIGNATION**

A director may resign as a director by giving a written notice of resignation to the company at its registered office unless such resignation would result in the company contravening section 201A(1).

#### **41. DISQUALIFICATION**

41.1 A person ceases to be a director:

41.1.1 if and when the Act or this document otherwise requires or permits; or

41.1.2 if not being engaged abroad on the business of the company is absent from director's meetings for 3 consecutive months without leave of absence from the directors where the directors have not, within 14 days of having been served by a secretary a notice giving particulars of the absence, determined that leave of absence be granted.

41.2 Subject to the Act, that person is eligible for reappointment or re-election as a director.

#### **42. REMUNERATION AND EXPENSES OF DIRECTORS**

The directors are not entitled to any fees or remuneration for carrying out their obligations and duties. Subject to the prior written consent of the member a director may be entitled to be reimbursed for expenses actually incurred by the director in attending to the affairs of the company and the Trust.

#### **43. MEETINGS**

43.1 Subject to the Act and this document, the directors may meet together, adjourn and regulate their meetings as they think fit.

43.2 The directors will meet at such times and such places as the chair from time to time determines, provided that:

43.2.1 the directors must meet at least four (4) times each year; and

43.2.2 the chair or not less than three directors will have the power to convene a meeting of the directors on not less than 14 days' notice.

43.3 A director may call a directors' meeting if otherwise allowed at law including under the Act. In this regard the secretary must at the request in writing of a director, call a directors' meeting where allowed under this document or law.

43.4 Unless all directors entitled to vote at the meeting agree otherwise, a person calling a directors' meeting must give to each director individually a notice of meeting that:

43.4.1 sets out the place, date and time for the meeting (and, if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this);

43.4.2 states the general nature of the meeting's business and particularly any proposal to make a special decision; and

43.4.3 is accompanied by relevant information so far as reasonably available (if not already given to the director); and



- 43.4.4 is given at least 2 clear days before the meeting (or such other period as all the directors in office may as a matter of general policy determine otherwise).
- 43.5 The directors may elect a director to chair their meetings. The directors may determine the period for which the director is to be the chair. The directors may at any time resolve to remove the current chair and appoint another director as chair. The directors must elect a director present to chair a meeting, or part of it, if:
  - 43.5.1 a director has not already been elected to chair the meeting; or
  - 43.5.2 a previously elected chair is not available or declines to act, for the meeting or the part of the meeting.
- 43.6 Unless the directors determine otherwise, the quorum for a directors' meeting is 4 directors and the quorum must be present at all times during the meeting. A director who has a material personal interest in a matter that relates to the affairs of the company (including a contract, arrangement or transaction with the company) may be counted towards a quorum of a meeting of directors that is to consider that matter.
- 43.7 If a director has a material personal interest in a matter that relates to the affairs of the company and:
  - 43.7.1 under section 191 the director discloses the nature and extent of the interest and its relation to the affairs of the company at a meeting of the directors; or
  - 43.7.2 the interest is one that does not need to be disclosed under section 191;
 then:
  - 43.7.3 the director may vote on matters that relate to the interest; and
  - 43.7.4 any transactions that relate to the interest may proceed; and
  - 43.7.5 the director may retain benefits under the transaction even though the director has the interest; and
  - 43.7.6 the company cannot avoid the transaction merely because of the existence of the interest.

If disclosure is required under section 191, paragraphs 43.7.5 and 43.7.6 apply only if the disclosure is made before the transaction is entered into.
- 43.8 A resolution of the directors must be passed by a majority of the votes cast by directors entitled to vote on the resolution.
- 43.9 The chair has a casting vote if necessary in addition to any vote they have in their capacity as a director.

#### **44. ALTERNATE DIRECTORS**

- 44.1 With the other directors' approval and the approval of the member, a director may appoint an alternate to exercise some or all of the director's powers for a specified period.

- 44.2 If the appointing director requests the company to give the alternate notice of directors' meetings, the company must do so.
- 44.3 When an alternate exercises the director's powers, the exercise of the powers is just as effective as if the powers were exercised by the director.
- 44.4 The appointing director may terminate the alternate's appointment at any time.
- 44.5 An appointment or its termination must be in writing. A copy must be given to the company.
- 44.6 The alternate's appointment ceases when the appointing director ceases to be a director.
- 44.7 An alternate director has one vote for each director for whom he or she is an alternate. If an alternate director is also a director, he or she also has a vote as a director.
- 44.8 The provisions of this document that apply to the directors also apply to alternate directors, and alternate directors as such are not entitled to any remuneration from the company.

#### **45. DIRECTOR'S INTERESTS**

Subject to the Act and the Deed of Trust, a director and an entity in which a director has a personal interest must not in any capacity without the prior consent of the member:

- 45.1 enter into any contract or arrangement with the company;
- 45.2 be appointed to and hold any office or place of profit under the company, other than the office of auditor; and
- 45.3 act in a professional capacity, other than as auditor, for the company.

#### **46. CIRCULATING RESOLUTIONS**

- 46.1 The directors may pass a resolution without a directors' meeting being held if a majority of the directors entitled to vote on the resolution (and being not less than the number required for a quorum at a meeting of directors) sign a document containing a statement that they are in favour of the resolution set out in the document.
- 46.2 The resolution is passed when the last director required to make up a majority signs.
- 46.3 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.
- 46.4 A document referred to in this clause must be sent to every director who is entitled to vote on the resolution (whether or not the director signs the document).

#### **47. MANAGING DIRECTOR**

Not Used.



**48. DIRECTORS' POWERS**

48.1 The Trust is to be managed by or under the direction of the directors.

48.2 The directors may exercise all the powers of the company except any powers that the Act or this document requires the company to exercise in general meeting.

**49. DELEGATION OF POWERS**

A delegation of powers by the directors:

49.1 may authorise the delegate to sub-delegate all or any of the powers vested in the delegate;

49.2 may be concurrent with or to the exclusion of the exercise by the directors of those powers.

**50. EXERCISE OF POWERS**

Not Used.

**PART 5 – OTHER MATTERS**

**51. SECRETARY**

The secretary must be the business director of Pulteney Grammar School Inc. then in office unless the member determines otherwise by notice to the directors.

**52. INSPECTION OF BOOKS**

A member (who is not a director) has no right to inspect books of the company except as may be authorized:

52.1 by a resolution of the directors;

52.2 by a resolution passed at a general meeting of members; or

52.3 by the Act or other law or by a court having jurisdiction to do so.

**53. NEGOTIABLE INSTRUMENTS**

Any 2 directors may sign, draw, accept, endorse or otherwise execute a negotiable instrument. The directors may determine that a negotiable instrument may be signed, drawn, accepted, endorsed or otherwise executed in a different way.

**54. DIVIDENDS**

No dividend are payable as the company has been formed solely to act as the trustee of the Trust.

**55. PAYMENTS BY THE COMPANY**

Not Used.

## **56. NOTICES**

- 56.1 The company may give to a member or former member a notice required under this document or the Act:
- 56.1.1 personally; or
  - 56.1.2 by sending it by post to the address for the person in the register of members or an alternative address (if any) nominated by the person; or
  - 56.1.3 by sending it to the fax number or electronic address (if any) nominated by the person; or
  - 56.1.4 by any other means the Act permits.
- 56.2 A notice sent by post is taken to be given 3 days after it is posted. A notice sent by fax, or other electronic means, is taken to be given on the business day after it is sent.
- 56.3 A certificate in writing signed by a director or secretary that a notice or its envelope or wrapper was addressed and stamped and was posted is sufficient evidence of posting.

## **57. WINDING UP**

Notwithstanding anything contained in this document, as the company has the sole purpose of acting as the trustee of the Trust, no income or property of the company shall be distributed whether during the operation of the company or upon its winding up or liquidation other than as allowed under this Deed of Trust.

## **58. INDEMNITY**

- 58.1 To the extent permitted by law and that the officer is not indemnified by another person (including an insurer under an insurance policy any part of the premium of which is contributed by the company), the company indemnifies every person who is or has been an officer of the company against any liability incurred by that person:
- 58.1.1 as an officer of the company; and
  - 58.1.2 to a person other than the company or a related body corporate of the company;
- unless the liability arises out of conduct on the part of the officer which;
- 58.1.3 involves a lack of good faith; or
  - 58.1.4 is contrary to the company's express instructions.
- 58.2 To the extent permitted by law and that the officer is not indemnified by another person (including an insurer under an insurance policy any part of the premium of which is contributed by the company), the company indemnifies every officer of the company against any liability for costs and expenses incurred by the person as an officer of the company:
- 58.2.1 in defending any proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is

acquitted; or

58.2.2 in connection with an application, in relation to such proceedings, in which the court grants relief to the person under the Act.

58.3 Unless the directors otherwise determine, this clause ceases to apply in favour of a person who does not to the satisfaction of the directors cooperate with the company in investigating, defending or resolving the matter to which this clause would otherwise apply.

58.4 The company may execute a documentary indemnity (not inconsistent with applicable law or this clause) in any form in favour of a person who is or has been an officer of the company.

58.5 In this clause, *officer* includes:

58.5.1 a director and a secretary;

58.5.2 an executive officer as defined by the Act; and

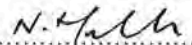
58.5.3 full-time employees of the company as determined by the directors.

The undersigned (being each person specified in the application for the company's registration as a person who consents to become a member) agree to the above as the terms of the constitution of the company.

**DATED**

6 May 2022

**SIGNED** for and on behalf of  
**PULTENEY GRAMMAR SCHOOL INC.**  
by its duly authorised representative in  
the presence of:

  
.....  
Signature of witness

NICHOLAS MILLER  
.....  
Print name of witness

  
.....  
Signature

DAVID REYNOLDS CHAIR  
.....  
Print name and position  
held

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CRAWFORD LEGAL  
ADAM GAMBLE  
PO BOX 121  
RUNDLE MALL SA 5000

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# Certificate of Registration of a Company



ASIC

Australian Securities & Investments Commission

This is to certify that

**THE PULTENEY FOUNDATION PTY. LTD.**

**Australian Company Number 659 238 169**

is a registered company under the Corporations Act 2001 and  
is taken to be registered in South Australia.

The company is **limited by shares**.

The company is a **proprietary** company.

The day of commencement of registration is  
**the sixth day of May 2022.**

Issued by the  
Australian Securities and Investments Commission  
on this sixth day of May, 2022.

A handwritten signature in black ink, appearing to read 'J Longo'.

Joseph Longo  
Chair

CERTIFICATE

