

Constitution

Townsville Christian Education Association Limited

ABN 33 010 333 418

A Company Limited by Guarantee

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1 Definitions and interpretation

1.1 Definitions

In this Constitution unless a contrary intention appears:

ABN means the Australian Business Number.

Auditor means the auditor for the time being of the Company.

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

Chairman means the Chairman appointed under Clause 20.1.

Chief Executive Officer means the person described in Clauses 2(c) and 14.3.

Committee means a committee of Directors constituted under Clause 17.

Company means Townsville Christian Education Association Limited being an Australian Public Company Limited by Guarantee established under the *Corporations Act 2001 (Commonwealth)* which bears the ABN 33 010 333 418 and the principal place of business of which is located at 104-156 Yolanda Drive, Annandale, Townsville QLD 4814.

Constitution means this Constitution as amended from time to time and a reference to a clause is a reference to a clause of this Constitution.

Controversial Issues are those matters set out in Schedule 2.

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

Director means a person holding office as Director of the Company.

Directors means all or some of the persons holding office as Directors of the Company.

Deputy Chairman means the deputy Chairman appointed under Clause 20.1.

General Meeting means a meeting of the Members of the Company.

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

Register means the register of Members under the Corporations Act and if appropriate includes a branch register.

Registered Office means the registered office for the time being of the Company.

Related Body Corporate has the same meaning it has in the Corporations Act.

Representative means a person 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 Board in accordance with Clause 15.

Schedule means a schedule to this Constitution.

Seal means the common seal (if any) of the Company.

Secretary means a person appointed as a Secretary of the Company and includes an honorary Secretary and where appropriate includes an acting Secretary and a person appointed by the Directors to perform all or any of the duties of a Secretary of the Company.

Statement of Beliefs means the document set out in Schedule 1 to this Constitution.

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 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;
- (e) a power, an authority or a discretion reposed in a Director, the Directors, the company in general meeting or a Member may be exercised at any time and from time to time;
- (f) where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions or in any other manner approved by the Directors;
- (g) '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;
- (h) a reference to an amount paid on a share includes an amount credited as paid on that share; and

- (i) 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, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions, or in any other manner approved by the Directors.

1.4 Corporations Act

In this Constitution unless the contrary intention appears:

- (a) an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Corporations Act, the same meaning as in that provision of the Corporations Act; and
- (b) 'section' means a section of the Corporations Act.

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 Purpose of the company

Objects

The objects of the Company are:

- (a) to operate, within the state of Queensland, a school named Annandale Christian School located in Annandale, Townsville, QLD 4814, or such other school or schools as the Company may determine to establish and operate for the purposes of providing Christian education;

- (b) to construct, maintain and alter any buildings or works necessary or convenient for the purpose of the Company;
- (c) to appoint a Chief Executive Officer to act as principal of the school or schools referred to in Clause 2 (a);
- (d) upon the recommendation of the Chief Executive Officer, to approve the appointment of all other staff of the school or schools referred to in Clause 2 (a);
- (e) to act as trustee and to perform and discharge the duties and functions incidental thereto where this is incidental or conducive to the attainment of these objects;
- (f) to do such other things as are incidental or conducive to the attainment of these objects; and
- (g) to do all or any of the things authorised by the Corporations Act.

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 objects only

4.1 Profits

The profits (if any) or other income and the property of the Company, however derived:

- (a) must be applied solely towards the promotion of the purposes of the Company as set out in Clause 2;, 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 or otherwise.

4.2 Payment in good faith

The above clause does not prevent payment in good faith to a Member, or to a firm

of which a Member is a partner:

- (a) of remuneration for services to the Company;
- (b) for goods supplied in the ordinary course of business;
- (c) of interest on money borrowed from a Member at a rate not exceeding that fixed for the purposes of this clause by the Company in a general meeting;
or
- (d) of a reasonable rent for premises let by a Member.

5 Winding up

5.1 Contributions by Members

- (a) Each Member undertakes to contribute to the Company's property if the Company is wound up while they are a Member, or within one (1) year after they cease to be a Member.
- (b) 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.
- (c) The amount is not to exceed \$100.

5.2 Application of property

- (a) If any property remains on the winding up or dissolution of the Company and after satisfaction of all its debts and liabilities, that property may not be paid to or distributed among the Members but must be given or transferred to some other institution:
 - (i) having objects similar to the objects of the Company; and
 - (ii) whose constitution prohibits the distribution of its income and property among its Members to an extent at least as great as imposed on the Company under this Constitution.

- (b) The institution will be determined by the Members at or before the time of dissolution.

5.3 Revocation of Australian Tax Office endorsement

- (a) Where the Company has been endorsed as a deductible gift recipient as an organisation or in relation to a public fund under Subdivision 30-BA of the *Income Tax Assessment Act 1997 (Commonwealth) (as amended)*, then where:
 - (i) the Company is wound up; or
 - (ii) the fund is wound up; or
 - (iii) the endorsement under Subdivision 30-BA of the *Income Tax Assessment Act 1997 (Commonwealth)* is revoked:

then any surplus assets of the Company or fund remaining after payment of all liabilities must be transferred to an institution or fund that complies with Clause 5.2 and is an endorsed deductible gift recipient.

- (b) Where the Company operates more than one gift fund for which it is a deductible gift recipient and its endorsement under Subdivision 30-BA of the *Income Tax Assessment Act 1997 (Commonwealth)* is revoked only in relation to one of those gift funds then it may transfer any surplus assets of the fund after payment of all liabilities to any other gift fund 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 twenty-five (25) or such greater number as the Directors determine from time to time, subject to that number complying with the Corporations Act.
- (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.
- (c) The Directors may from time to time increase or decrease the minimum

number of Members.

6.2 Admission as Member

The Directors may admit any person as a Member if the person is eligible under Clause 6.3 and agrees to be bound by this Constitution in any manner the Directors determine.

6.3 Membership criteria

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

- (a) be proposed and seconded by two (2) existing Members; and
- (b) consent in writing to become a Member of the Company; and
- (c) be at least eighteen (18) years of age.

6.4 Membership process

- (a) The application for Membership must be:
 - (i) in writing, signed by the applicant;
 - (ii) in such form as the Directors from time to time prescribe; and
 - (iii) accompanied by the Statement of Beliefs signed by the applicant, confirming that the applicant accepts the Statement of Beliefs in its entirety.
- (b) At the discretion of the Directors an interview may be conducted with the applicant prior to the Directors making a decision about accepting the applicant to membership or otherwise.
- (c) Each application for Membership must be considered by the Directors at a meeting to be held as soon as practicable after the application is made.
- (d) At that meeting the Directors must determine whether to admit the applicant to Membership of the Company or whether to reject the application.
- (e) After the Directors have completed the membership assessment process and reached a decision the Secretary must immediately notify the applicant of the decision of the Directors.

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

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

6.6 Membership terms

Membership shall be maintained by the payment of the annual subscription fee before the due date each year.

7 Ceasing to be 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 seven (7) days after the service of the notice;
- (c) failing to pay any subscription that may be prescribed by the Directors from time to time for a period of twelve (12) months after the subscription was due and payable;
- (d) becoming of unsound mind or a person whose personal estate is liable to be dealt with in any way under a law related to mental health;
- (e) becoming bankrupt or insolvent or making an arrangement or composition with creditors of a person's joint or separate estate generally;
- (f) the passing of a resolution by the Directors or Members in general meeting pursuant to Clause 7.2; or
- (g) termination of his or her appointment as a Director pursuant to Clause 13(a) or Clause 13(c).

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 or regulations 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 for a period of three (3) months after the date for payment (such debt not including a subscription referred to in Clause 7.1(c));
 - (iv) makes statements which are inconsistent with, or contrary to, the statements contained in the Statement of Beliefs; or
 - (v) is no longer willing or able to subscribe to the Statement of Beliefs.
- (b) For a decision of the Directors or the Members in general meeting under Clause 7.2 to be effective the dispute resolution procedure contained in Clause 27 must be followed.

7.3 Limited liability

The Members have no liability as Members except as set out in Clause 5.1.

8 General meetings

8.1 Annual general meetings

Annual general meetings of the Company are to be held in accordance with the Corporations Act.

8.2 Convening a general meeting

- (a) The Directors may convene and arrange to hold a general meeting of the Company when they think fit and must do so if required to do so under the Corporations Act.
- (b) A Member may also call a general meeting of the Company according to the procedure set out in Schedule 4.

8.3 Notice of a general meeting

Notice of a meeting of Members must be given in accordance with Clause 33 and the Corporations Act.

8.4 Calculation of period of notice

In computing the period of notice under Clause 8.3, 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 meeting of Members (including an annual 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 a single Director, 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 meeting of the Company's Members under the Corporations Act.

8.7 Contents of notice of postponement of meeting

A notice of postponement of a general meeting must specify:

- (a) the postponed date and time for the holding of the meeting;
- (b) 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
- (c) if the meeting is to be held in two or more places, the technology that will be used to facilitate the holding of the meeting in that manner.

8.8 Number of clear days for postponement of meeting

The number of clear 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 clear days' notice of the general meeting required to be given by this Constitution or the Corporations Act.

8.9 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.

8.10 Proxy at postponed meeting

Where by the terms of an instrument appointing a proxy:

- (a) the proxy is authorised to attend and vote at a general meeting or 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 force of this Clause 8.10, 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 forty-eight (48) hours before the time to which the holding of the meeting has been postponed.

8.11 Non-receipt of notice

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

8.12 Director entitled to notice of meeting

A Director is entitled to receive notice of and to attend all general meetings and is entitled to speak at those meetings.

9 Proceedings at general meetings

9.1 Reference to Member

Unless a contrary intention appears, a reference to a Member in this Clause 9 means a person who is a Member or a proxy of that Member.

9.2 Number of a quorum

- (a) Subject to Clause 9.1, one quarter (rounded down to the nearest whole number) of the current number of Members present in person or by proxy are a quorum at a general meeting.
- (b) In determining whether a quorum is present, each individual attending as a proxy is to be counted, except that:
 - (i) where a Member has appointed more than one (1) proxy, only one (1) is to be counted; and
 - (ii) where an individual is attending both as a Member and as a proxy, that individual is to be counted only once.

9.3 Requirement for a quorum

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

9.4 If quorum not present

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

- (a) if convened by a Director or 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.

9.5 Adjourned meeting

- (a) At a meeting adjourned under Clause 9.4(b) a quorum is established using the formula set out in Clause 9.2.
- (b) If a quorum is not present within fifteen (15) minutes after the time appointed for the adjourned meeting, the meeting is dissolved.

9.6 Appointment and powers of Chairman of general meeting

If the Directors have elected one of their number as Chairman of their meetings, that person is entitled to preside as Chairman at a general meeting.

9.7 Absence of Chairman at general meeting

If a general meeting is held and:

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

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

- (c) the deputy Chairman if a Director has been so elected by the Directors; or
- (d) a Director or Member elected by the Members present to preside as chair of the meeting.

9.8 Conduct of general meetings

- (a) The Chairman 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 Chairman'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

Chairman considers it necessary or desirable for the proper conduct of the meeting.

- (b) A decision by the Chairman under this Clause 9.8 is final.

9.9 Adjournment of general meeting

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

9.10 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 one (1) month or more. In that case, notice of the adjourned meeting must be given as in the case of an original meeting.

9.11 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.

9.12 Equality of votes – no casting vote for Chairman

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

9.13 Voting on show of hands

At any general meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn. A declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact. Neither the Chairman 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.

9.14 Poll

If a poll is demanded:

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

9.15 Votes of Members

- (a) Every Member has one (1) vote.
- (b) Subject to this Constitution:
 - (i) on a show of hands, each Member present in person and each other person present as a proxy of a Member has one (1) vote; and
 - (ii) on a poll, each Member present in person has one (1) vote and each person present as proxy of a Member has one (1) vote for each Member that the person represents.

9.16 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 be present and vote 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 (1) meeting.

- (b) The instrument appointing a proxy must be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised. The instrument appointing a proxy will be deemed to confer authority to demand or join in demanding a poll. A Member will be entitled to instruct his proxy to vote in favour of or against any proposed resolutions. The proxy may vote as he thinks fit unless otherwise instructed.
- (c) No Member, and no other person, may hold and vote in accordance with more than three (3) proxies.
- (d) The instrument appointing a proxy may be in the form set out in Schedule 3 to this Constitution.
- (e) The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority will be presented to the Secretary prior to the commencement of the meeting.
- (f) A vote given in accordance with the terms of an instrument of proxy will be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, if no notice in writing of such death unsoundness of mind or revocation as aforesaid has been received by the Company at the registered office by 5pm on the day before the commencement of the meeting or adjourned meeting at which the instrument is used.

9.17 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; or

- (b) the Member revokes the appointment or authority.

9.18 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 Chairman of the meeting, whose decision is final.
- (b) A vote not disallowed under the objection is valid for all purposes.

10 Directors

10.1 Number of Directors

- (a) The minimum number of Directors will be five (5) and the maximum number of Directors will be nine (9) or such greater number as may be determined from time to time, subject to that number complying with the Corporations Act.
- (b) At the next meeting of the Directors held following the Company's adoption of this Constitution the Directors shall elect the officers of the Company, and thereafter the Directors shall elect the officers of the Company following every annual general meeting.
- (c) The number and duties of the officers shall be determined as Company policy by the Directors from time to time and each officer must adhere to the relevant Company policy or policies.
- (d) The Directors will have power at any time, and from time to time, to appoint any Member as a Director of the Company either to fill a casual vacancy or as an addition to the existing Directors so that the total number of Directors must not at any time exceed the number fixed in accordance with Clause 10.1 (a).
- (e) The Members may by Ordinary resolution remove any Director before the expiration of that Director's period of office, and may by an Ordinary

resolution appoint another person in the place of that Director.

10.2 Change of number of Directors

The Company in general meeting may by resolution increase or reduce the number of Directors and may also determine the rotation in which the increased or reduced number of Directors is to retire from office.

10.3 Directors elected at general meeting

- (a) The Company may, at a general meeting at which a Director retires or otherwise vacates office, by resolution fill the vacated office by electing a person to that office.
- (b) The resolution may specify the period during which the Director is to hold office and if it does so specify the Director will cease to hold office at the expiration of that period but will be eligible for reappointment.
- (c) If the Members' resolution does not specify the term of the Director's appointment, the Director will hold office in accordance with Clause 10.5.

10.4 Requirements of Directors

- (a) A Director must have the suitable qualifications, skills and experience to discharge the function of a Director as determined by the Directors from time to time.
- (b) A Director must be a Member of the Company.
- (c) No employee of the Company may be a Director of the Company.

10.5 Rotation of Directors

- (a) At each annual general meeting one-third ($1/3$) (rounded down to the closest whole number if not a whole number) of those Directors who have been in office for three (3) years shall retire, but shall be eligible for re-appointment.
- (b) In determining the number of Directors to retire, account is not to be taken of a Director who only holds office until the conclusion of the meeting in accordance with Clause 10.6.

- (c) The Directors to retire at any annual general meeting in accordance with this Clause must be those who have been longest in office since their last election, but, as between persons who were last elected as Directors on the same day, those to retire must be determined by lot, unless they otherwise agree among themselves. Any Director retiring under Clause 10.7(c) shall not be taken into account in determining the number of Directors to retire by rotation or which Directors shall retire by rotation.
- (d) If, at any annual general meeting at which an election of Directors ought to take place, the places of the retiring Directors are not filled up, the retiring Directors, or such of them as have not had their places filled up, shall (if willing to act) continue in office until the Annual General Meeting in the next year and so on from year to year until their places are filled up, unless the Board decides to reduce the number of Directors.
- (e) To be eligible for election as a Director at any general meeting, a candidate for Director or one (1) of two (2) Members intending to propose the candidate must, at least fourteen (14) days before the meeting, leave at the registered office of the Company a notice in writing duly signed by the nominee giving the candidate's consent to the nomination and the intention of the two Members to propose him or her.
- (f) A Director may be recommended by the Directors for election and notice in writing of such recommendation must be left at the registered office of the Company at least fourteen (14) days before the meeting.
- (g) Notice of the details of the candidates for the position of Director shall be served on Members at least seven (7) days before the meeting at which the election is to take place.

10.6 Office held until conclusion of meeting

A retiring Director holds office until the conclusion of the meeting at which that Director retires but is eligible for re-election.

10.7 Casual vacancy or additional Director

- (a) The Directors may at any time appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, provided the

total number of Directors does not exceed the maximum number determined in accordance with Clause 10.1(a).

- (b) In the event of a vacancy or vacancies in the office of a Director or offices of Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum or of convening a meeting of the Company's Members for that purpose.
- (c) A Director appointed under this Clause 10.7 holds office until the conclusion of the next annual general meeting of the Company but is eligible for election at that meeting and shall not then be taken into account in determining the number of Directors who are to retire by rotation at such meeting.

11 Remuneration of Directors

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

12 Expenses of Directors

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

13 Vacation of office of Director

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

- (a) 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;
- (b) resigns from the office by notice in writing to the Company,

- (c) becomes insolvent or bankrupt, compounds with his creditors, or assigns his estate for the benefit of his creditors;
- (d) is absent personally or by proxy at three (3) successive meetings of the Directors without leave of absence from the Directors; or
- (e) becomes prohibited for being a Director by reason of any order of any court of competent jurisdiction.

14 Powers and duties of Directors

14.1 Directors to manage Company

- (a) The Directors as a board 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 as a board will cause the Company to be conducted in accordance with the objects set out in Clause 2 and shall use their best endeavours to ensure that the Statement of Beliefs is honoured in the conduct of the Company.

14.2 Specific powers of Directors

Without limiting the generality of Clause 14.1, and subject to any trusts relating to the assets of the Company, the Directors as a board may exercise all the powers of the Company to borrow or raise money, to charge any property or business of the Company, and to give any security for a debt, liability or obligation of the Company or of any other person.

14.3 Appointment of Chief Executive Officer

- (a) The Directors shall appoint the Chief Executive Officer of the Company.
- (b) The Chief Executive Officer shall not be a Director of the Company.

14.4 Appointment of other Company employees

- (a) The approval of the Directors meeting as a Board shall be required prior to the appointment by the Chief Executive Officer of all Company employees.

- (b) This duty may be delegated in part or in full to a Directors' committee and/or to such employee(s) as the Directors meeting as a board see fit.

15 Rules

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

16 Appointment of attorney

- 16.1 The Directors may, by power of attorney, appoint any person to be the attorney of the Company for the purposes and with the powers, authorities and discretions held by the Directors for the period and subject to the conditions that they think fit.
- 16.2 A power of attorney granted under Clause 16 may contain any provisions for the protection and convenience of 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.

17 Directors' committees

- 17.1 The Directors may delegate any of their powers, other than powers required by law to be dealt with by Directors as a board, to a committee or committees consisting of such one (1) or more of their number as they think fit.
- 17.2 Subject to Clause 17.1 the Directors may also appoint any other person, whether or not he or she is a Member, to a Directors' committee.
- 17.3 A Directors' committee to which any powers have been delegated under Clause 17.1 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.
- 17.4 Where powers of Directors have been delegated to a Directors' committee, full and proper records of the Directors' committee meetings at which such powers are exercised shall be kept and copies provided to the following meeting of the Directors for inclusion in the Directors' record of proceedings.

18 Powers of delegation

The powers of delegation expressly or impliedly conferred by this Constitution on the Directors are conferred in substitution for, and to the exclusion of, the power conferred by Section 198D of the Corporations Act.

19 Proceedings of Directors

19.1 Meetings of Directors

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

19.2 Questions decided by majority

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

19.3 Proxy Director and voting

A person who is present at a meeting of Directors as a proxy for another Director has one (1) vote for each absent Director who would be entitled to vote if present at the meeting and for whom that person is a proxy. If that person is also a Director, then that person also has one (1) vote as a Director in that capacity.

20 Chairman and deputy Chairman of Directors

20.1 Election of Chairman

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

20.2 Absence of Chairman at Directors' meeting

If a Directors' meeting is held and:

- (a) a Chairman has not been elected under Clause 20.1; or
- (b) the Chairman is not present within ten (10) minutes after the time appointed for the holding of the meeting or is unable or unwilling to act:

then the deputy Chairman, if elected under Clause 20.1, must be the Chairman of the meeting or, if the deputy Chairman is not present, the Directors present must elect one of their number to be a chairman of the meeting.

20.3 No casting vote for Chairman at Directors' meetings

In the event of an equality of votes cast for and against a question, the Chairman of the Directors' meeting does not have a second or casting vote.

21 Quorum for Directors' meeting

- 21.1 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 one half of the Directors holding office, or if there is an odd number of Directors, then the majority of Directors holding office.
- 21.2 The continuing Directors may act despite a vacancy in their number. If their number is reduced below the minimum fixed by Clause 10.1, the continuing 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 the purpose of which shall be principally to elect sufficient Directors to satisfy the minimum requirements.

22 Chairman of a Directors' committee

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

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

then the members involved may elect one of their number to be chairman of the meeting.

23 Meetings of Directors' committee

23.1 Adjourning a meeting

A Directors' committee may meet and adjourn as it thinks proper.

23.2 Determination of questions

- (a) Questions arising at a meeting of a Directors' 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 chairman of the Directors' committee meeting does not have a casting vote.

24 Circulating resolutions

The Directors may pass a resolution without a Directors' meeting being held if all of the Directors entitled to vote on the resolution sign 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. The resolution is passed when the last Director signs.

25 Validity of acts of Directors

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

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

26 Secretary

26.1 Appointment of Secretary

There must be at least one (1) Secretary who is to be appointed by the Directors.

26.2 Suspension and removal of Secretary

The Directors may suspend or remove a Secretary from that office.

26.3 Powers, duties and authorities of Secretary

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.

27 Dispute resolution

Where there is a dispute, grievance or other disagreement between a Member and the Company, whether arising out of the application of these rules or otherwise ('Dispute'), then either 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 fourteen 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 seven days of the Initial Period, the Member or the Company may request the President of the Association of Dispute Resolvers to nominate a mediator to whom the dispute will be referred.
- (d) The costs of the mediation will be shared equally between the Member and the Company.
- (e) Where:
 - (i) the party receiving the notice of the Dispute fails to attend the mediation required by Clause 27 (b); or

(ii) the mediation has not occurred within six (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.

(f) The procedure in this clause 27 will not apply in respect of proceedings for urgent or interlocutory relief.

28 Controversial issues

Controversial issues are to be dealt with in accordance with the procedure set out in Schedule 2.

29 Documents

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

(a) two (2) Directors;

(b) a Director and the Secretary; or

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

30 Accounts

The Directors must cause proper accounting and other records to be kept and must distribute copies of every profit and loss account and balance sheet (including every document required by law to be attached thereto) accompanied by a copy of the Auditor's report thereon as required by the Corporations Act, provided, however, that the Directors must cause to be made out and laid before each annual general meeting a balance sheet and profit and loss account made up to date not more than six months before the date of the meeting.

31 Seals

31.1 Safe custody of common seals

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

31.2 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.
- (c) A record of every use of the common seal must be kept, detailing the date, the nature of the document on which it was affixed and the names of the signatories to its affixation.

32 Inspection of records

32.1 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).

32.2 Right of 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.

33 Service of documents

33.1 Document includes notice

In this Clause 33 a reference to a document includes a notice.

33.2 Methods of service

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

- (b) A document sent by post:
 - (i) if sent to an address in Australia, may be sent by ordinary post; and
 - (ii) if sent to an address outside Australia, must be sent by airmail; and
 - (iii) in either case is taken to have been received on the day after the date of its posting.

- (c) If a document is sent by fax or electronic transmission, delivery of the document is taken:
 - (i) to be effected by properly addressing and transmitting the fax or electronic transmission; and
 - (ii) to have been delivered on the day following its transmission.

33.3 Evidence of service

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

34 Indemnity

The Company may indemnify any current or former Director, Secretary or executive officer of the Company or of a Related Body Corporate of the Company out of the property of the Company against:

- (a) every liability incurred by the person in that capacity (except a liability for legal costs); and
- (b) 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:

- (c) the Company is forbidden by statute to indemnify the person against the liability for legal costs; or
- (d) an indemnity by the Company of the person against the liability for legal costs would, if given, be made void by statute.

35 Insurance

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director or Secretary or executive officer of the Company or of a Related Body Corporate of the Company against liability incurred by the person in that capacity, including a liability for legal costs, unless:

- (a) the Company is forbidden by statute to pay or agree to pay the premium; or
- (b) the contract would, if the Company paid the premium, be made void by statute.

36 Directors' liability insurance

To the extent permitted by the Corporations Act, the Company may pay or agree to pay a premium in respect of a contract insuring a person who is or has been a Director of the Company against costs and expenses incurred by the person as a director in defending proceedings (whether civil or criminal, and whatever their outcome) provided that the liability does not arise out of conduct involving:

- (a) a wilful breach of duty in relation to the Company; or
- (b) a contravention of Subsections 232(5) or (6) or any other provision of the

37 Contract

The Company may enter into an agreement with a person referred to in Clauses 34, 35 and 36 with respect to the matters covered by these clauses. An agreement entered into pursuant to this Clause may include provisions relating to rights of access to the books of the Company conferred by the Corporations Act or otherwise by law.

38 Accounts

The Directors must cause the accounts of the Company to be audited in accordance with the requirements of the Corporations Act.

Statement of Beliefs

1. The books of the Old and New Testaments constitute the Holy Scriptures. They are the inspired and infallibly written Word of God containing all truth necessary for salvation. Being God's means of revealing Himself to mankind, it is the completed supreme authority in all matters of faith and conduct, and provides the framework for our understanding of God's creation and His purposes within it. There is no authority that can either add to, or retract from the Holy Scripture – it is the sole authority and final revelation to mankind.
2. Holy Scripture is intelligible in itself, but our understanding of its truth is brought about only as the Holy Spirit reveals it to us. It still remains essential that God's people draw to one another's attention the plain meaning of Scripture and its implications for life, and witness to its truthfulness in experience.
3. There is one true God, Creator of all, who, in the unity of His Godhead, exists in three persons: Father, Son and Holy Spirit.
4. God has sovereign authority in His creation and He exercises that authority in infinite wisdom and goodness.
5. Mankind has chosen to rebel against the sovereign God. This fact has cosmic significance: it has affected the environment in which we live; it has marred our nature including our mind and will and distorted our perception of our place in the world and broken our relationship with God. By ourselves we do not have the power to act in a way that is pleasing to God. From birth, we are self-centred, thereby rendering ourselves deserving of God's anger and condemnation.
6. God the Son became Man and lived in His world. He is known as the Man Jesus Christ Who is both truly God and truly Man. He was conceived by the Holy Spirit and born of the Virgin Mary.
7. Jesus, the sinless Redeemer, died to reconcile God and humankind. His death is the once for all, perfect, propitiatory, substitutionary and satisfactory sacrifice, not only for

original guilt, but also for all actual sins of humankind. Through the death of Jesus, God Himself has removed the barrier that prevented His full relationship with humankind.

8. Because of His obedience in life and unto death, Jesus was crucified, bodily raised from death on the third day, and given all authority. This authority is not recognised by rebellious humankind, but will be clear to all when Jesus returns in person to judge the world. He ascended into heaven and sits at the right hand of God the Father. Heaven with its eternal glory and the blessedness of Christ's presence is the final abode of those who accept the salvation which God provides through Jesus Christ, but hell with its everlasting conscious misery and separation from God is the final abode of those who reject this great salvation.
9. As by the grace of God persons turn from their sins, repent toward God, and place their faith in the Lord Jesus Christ, they are regenerated by the Holy Spirit. Such persons are declared wholly righteous by God, with their transgressions no longer being held for account against them. The conscious commitment of one's life to Jesus is made possible only by the work of the Holy Spirit within the individual. As a result, mankind is justified alone by faith in Christ, and not through our efforts, so that none can boast. The Holy Spirit permanently indwells believers and makes it possible for them to live in obedience to God's will.
10. Salvation of an individual is not related to which church denomination a believer attends, nor is it dependent upon worship methodology or practices. No denomination or doctrine of the body of Christ has claim to exclusiveness in the Kingdom of God.
11. God expects His people to assemble together regularly in the name of Christ for worship, Bible teaching, thanksgiving and prayer to God. Spiritual gifts are given to believers for the assistance and edification of the Church, not to be exercised selfishly or egotistically.
12. Christian parents have the responsibility of disciplining and instructing their children in the Lord. Parental responsibility includes the welfare of their children: spiritual, mental, physical and cultural.
13. The education of children should be God-honouring, centred upon Christ and integrated with the Bible.

Controversial Issues

1 Definition

- 1.1 **Controversial Issues** means those doctrines or issues which may cause division and disharmony within the Company, its Membership and the school(s) and which include, but are not limited to promotion of doctrines that are peculiar to a particular denomination.
- 1.2 The Board of Directors of the Company has the authority to determine whether a particular issue is a Controversial Issue.

2 Controversial Issues not to be promoted

- 2.1 In the interests of harmony Controversial Issues shall not be promoted within the Company, and/or amongst its Members and/or within the school(s).
- 2.2 A determination of the Board of Directors of the Company under Paragraph 1.2 of this Schedule may be overturned by a Special Resolution of the Members of the Company in general meeting.

3 Amendment

Paragraph 2 of this Schedule may be amended by either:

- (a) The Board of Directors of the Company; or
- (b) A Special Resolution of the Members of the Company in general meeting.

**Appointment of Proxy
Townsville Christian Education Association Limited**

I/We _____

being a member/members of the abovenamed Company hereby appoint

of _____

or, in his or her absence

of _____

as my/our proxy to vote for me/us on my/our behalf at the meeting of the Company's members of the Company to be held on the _____ day of _____ 20__ and at any adjournment of that meeting.

This form is to be used *in favour of / *against the resolution

SIGNED _____

NAME _____

DATED _____

To be inserted if desired

* Strike out whichever is not desired

Schedule 4

Calling of General Meeting by Members pursuant to Clause 8.2(b) of the Constitution of Townsville Christian Education Association Limited

Subject to the *Corporations Act 2001 (Cmwlth)* the following sets out the procedure for the calling of a General Meeting of Townsville Christian Education Association Limited (**Company**) by Members of the Company:

- 1 [Members](#) with at least five per centum (5%) of the votes that may be cast at a General Meeting of the Company may call, and arrange to [hold](#), a General Meeting.
- 2 The percentage of votes that Members [have](#) is to be worked out as at the midnight before the General Meeting is called.
- 3 The Members calling the General Meeting must pay the expenses of calling and [holding](#) the General Meeting;
- 4 The Members must forward to the Company a request for a General Meeting. This request:
 - (a) must be signed by each of the Members of the Company making the request.; and
 - (b) must state the resolution(s) to be proposed at the General Meeting.
- 5 Separate copies of the request may be used for signing by Members if the wording of the request is the same on each copy.
- 6 The Directors of the Company must then:
 - (a) call the General Meeting within twenty-one (21) days of the request being given to the Company; and
 - (b) hold the General Meeting no later than two (2) months after the request is given to the Company.