



# TOONGABBIE CHRISTIAN COLLEGE

## CONSTITUTION AS ADOPTED 17 OCTOBER 2017

### **A Ministry of Toongabbie Baptist Church**

#### **OUR PURPOSE**

To be a caring Christian community that supports families by providing a quality Christ-centred education which develops the whole person for life and eternity.

#### **OUR MOTTO**

Centred in Christ (Ephesians 4:15)

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## MEMORANDUM OF UNDERSTANDING

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- 1 The Memorandum of Understanding seeks to record the basis of understanding between the Church family (Toongabbie Baptist Church) and the College Community (Toongabbie Christian College) for the operation of the ministry known as Toongabbie Christian College Ltd (A Ministry of Toongabbie Baptist Church).

Toongabbie Christian College is established as a ministry of Toongabbie Baptist Church. The College therefore operates under the spiritual guidance and accountability of the Church and its leadership through the elected members of the Company Board.

In commencing the College, the Church acknowledges that God has given to parents the prime responsibility for the nurture of their children. The Church has been given, by God, a teaching and discipling responsibility. The College therefore operates on the basis of authority delegated to it by both parents and the Church. As a consequence of this delegated authority the College seeks to support, and not usurp, both parents and the Church in their respective areas of responsibility. Equally the College is competent to operate within its sphere of responsibility without undue influence from either parents or the Church.

The College will be sensitive to, and supportive of, the needs of other aspects of Church life and ministry, and seek to work cooperatively towards upholding the vision and mission of the Church.

The Church and College are committed to working together to achieve the vision and mission of the Church. In so doing both acknowledge that relationships are more important than structures. Should conflict arise, this will be resolved consistently with Biblical principles, reflecting God's love and grace.

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## NAME

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- 2 The name of the Company is Toongabbie Christian College Ltd

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## OBJECTS

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- 3 The objects of the Company are to advance the Kingdom of God, strengthen the Church of Jesus Christ and promulgate the knowledge of God that is revealed in the Holy Bible and that is in accord with the Statement of Faith, and in furtherance of these objects:
- a. to contribute to the educational facilities of Australia by establishing and maintaining, in such places that may be thought suitable and as part of the ministry of Toongabbie Baptist Church, primarily for children from Christian homes, pre-school, primary, secondary and other educational institutions of the highest standards.
  - b. to provide an education of high academic standards that is based on:
    - i. an acceptance of the Lordship of Christ, and
    - ii. an acceptance of the Bible as the revealed Word of God as they are defined in the Statement of Faith.
  - c. to provide an education that also
    - i. fosters self-discipline in the learner while teaching them to accept the discipline of the Church, which is the whole Body of Christ, to be obedient to their parents and to obey the laws of the governments in Australia;
    - ii. develops the individuality of the learner and stresses the function of the learner as a member of the Body of Christ and the community;
    - iii. trains the learner in the moral and ethical standards of the Bible and assists them to acquire a biblical world and life view and to appreciate the rights of others to hold different views;

- iv. develops the learner's creative and critical abilities;
  - v. stresses cooperation rather than competition and fosters the development of the gifts, skills and abilities of the learner for the service of Jesus Christ in the Body of Christ and the community;
- d. to provide religious services, worship and teaching in conformity with the Statement of Faith.

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## STATEMENT OF FAITH

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4 The Statement of Faith is as follows:

### **The Nature and Unity of the Godhead**

There is one God who is eternal personal Spirit. He is infinite in power, wisdom, holiness and love. God is Triune in essential being and revealed to us as Father, Son and Holy Spirit, and who of His own sovereign Will created the heavens, the earth and all that is contained within the universe.

### **The Deity and Humanity of Christ**

Jesus Christ, as the second Person of the Godhead, is eternally one with God the Father of whose person and glory Jesus is the accurate expression. To become human, He was conceived of the Holy Spirit and born of the virgin Mary, so that two whole and perfect natures, the nature of God and human nature, were united in one Person; truly God and truly human.

### **The Holy Spirit**

The Holy Spirit, as the third Person of the Trinity, is eternally one with the Father and the Son yet He is sent by Them to achieve the divine purpose in the world and the church.

### **The Divine Inspiration of the Scriptures**

The Scriptures, consisting of the sixty-six books of the Old and New Testaments, are the infallible Word of God. They were written by holy people of God inspired by the Holy Spirit and have supreme authority in all matters of faith and conduct.

### **The Sinfulness of People**

We believe that people were made in the image of God and for fellowship with God. By transgression of God's command humankind fell from fellowship with God and their nature was corrupted. As a consequence, all people are spiritually dead under Satan's dominion and control and subject to God's wrath and condemnation. Therefore, apart from God's grace, people are helpless and hopeless.

### **Christ's Atonement for the Sin of Man**

In order to redeem people from the guilt, penalty and power of sin, Jesus Christ became human and died a sacrificial death as our representative substitute. By His resurrection, God's acceptance of His atoning death was demonstrated. This atonement is sufficient for the whole world, but effective only in those who receive it. The sinner is justified and reconciled to God, not through any personal merit, but solely on the basis of God's gracious gift of salvation in Jesus Christ received through faith.

### **The Work of the Holy Spirit in Salvation**

The ministry of the Holy Spirit is necessary for the acceptance of God's provision of salvation. The Holy Spirit convinces sinners of their sinfulness, leads them to personal faith in Jesus Christ as Lord and Saviour and so brings them to spiritual birth as God's children and to fellowship in Christ. Working within the life of believers the Holy Spirit makes real the presence of Christ, witnesses to their relationship with God, leads into all truth, bestows gifts for effective services and produces graces for holy living.

### **The Church**

The Church is the body of people whom God has separated from the world through faith in Jesus Christ as their Lord and Saviour. All regenerate persons are members of the universal Church of God, which takes local form wherever groups of believers unite for worship, fellowship and service in accordance with scriptural principles. All believers are called to a priestly ministry in the offering of spiritual sacrifices and sent into the world to be witnesses. God calls individuals to positions of oversight and leadership

or to special ministries. The Church recognises such by ordaining pastors, commissioning missionaries, appointing deacons and other leaders, following New Testament practice.

#### **The Baptism of Believers only by Immersion \***

Baptism is an ordinance of the Lord Jesus Christ. It is a public declaration of a person's faith in Jesus Christ as Lord and Saviour. In accordance with New Testament Scripture it should be administered only by total immersion, which symbolises the believer's identification with Christ in death, burial and resurrection, the remission of sins and the believer's dedication to God to live and walk in newness of life.

#### **The Communion \***

The Lord's Supper is an ordinance of the Lord Jesus Christ instituted by Him to be celebrated with the elements of bread and wine by believers in Christ until the end of the age. It commemorates and declares our thanks for the Lord's substitutionary death. The celebration of the ordinance expresses our fellowship with, and in, the Lord Jesus Christ as members of the Body of which He is the Head.

#### **The Return of The Lord Jesus Christ**

At the end of this age, according to His promise, Jesus Christ will return personally and visibly in His glory to the earth. The full consummation of the Kingdom of God awaits His return.

#### **The Resurrection of the Dead**

At the end of the age there is to be a resurrection both of the righteous and the unrighteous. After death the bodies return to dust but their spirits return immediately to God – the righteous to be with Him and the unrighteous to be reserved for the judgment.

#### **Rewards and Punishments in a Future State**

God has appointed a day of final judgment for the world. At that time Jesus Christ will judge every person and each will receive reward or punishment according to their deeds. Those judged righteous, in their resurrected and glorified bodies, will receive their reward and will dwell forever in Heaven with the Lord. The unrighteous will be consigned to Hell, the place of everlasting punishment.

*\* Variations to these clauses will be accepted to allow for different convictions of a stylistic nature about these two beliefs.*

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## **DEFINITIONS**

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5 In this Constitution the following words and expressions have the meanings indicated unless the context requires otherwise:

**"Auditor"** means the Company's auditor.

**"Board"** means the Company's board of directors assembled at a meeting of directors in accordance with this Constitution.

**"Church"** means Toongabbie Baptist Church.

**"Company"** means Toongabbie Christian College Ltd.

**"Constitution"** means the Constitution of the Company as amended from time to time.

**"Members of the Church"** means a person who is a member of the Church in accordance with the Church's rules governing membership.

**"Members"** means the natural persons shown as members on the Company's register of members.

**"Notice"** includes all written communication to members.

**"Office"** means the Company's registered office.

**"Parent Body"** means the parents or legal guardians of children currently enrolled at the College and other natural persons, excluding current students and current members of staff, known as friends of the College having an interest in the wellbeing of the College.

**"Register"** means the Company's register of members.

**"Registered address"** means the last known address of a member as noted in the Register.

**"Seal"** means the Company's Common Seal.

**"College"** means the College known as Toongabbie Christian College operated by the Company.

**"Secretary"** means any person appointed by the Board to perform the duties of a secretary of the Company and includes an Honorary Secretary.

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## **INTERPRETATION**

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**6**

- a. Words importing the singular number include the plural and the converse applies.
- b. Words importing persons include corporations, companies, associations and institutions.
- c. A reference to the Corporations Law is a reference to the Corporations Law as modified or amended from time to time.
- d. Unless the context otherwise requires, headings are for ease of reference only and do not affect the construction of this Constitution.

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## **APPLICATION OF CORPORATIONS LAW**

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**7**

Unless the contrary intention appears in this Constitution:

- a. an expression in this Constitution has the same meaning as in that part of the Corporations Law which deals with the same matter as this Constitution;
- b. an expression which is given a general meaning by the Corporations Law has the same meaning in this Constitution, and
- c. the replaceable rules set out in the Corporations Law do not apply.

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## **LIABILITY**

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**8**

The liability of the members is limited. Every member of the Company undertakes to contribute such amount as may be required not exceeding \$10.00 to the assets of the Company if the Company is wound up during the time he is a member or within one year afterwards for:

- a. payment of the debts and liabilities of the Company contracted before the time he ceased to be a member;
- b. the costs, charges and expenses of winding up the Company; and
- c. the adjustment of the rights of the members among themselves.

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## **INCOME AND PROPERTY**

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**9**

The Company's income and property is to be applied solely towards the promotion of the Company's objects as set out in this Constitution. No part of the Company's income and property may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the members of the Company. However, this clause does not prevent:

- a. the payment in good faith of remuneration to any employee of the Company or to any member or other person in return for any services actually rendered to the Company;
- b. the payment to a member of out-of-pocket expenses incurred in carrying out the duties of a director where the payments do not exceed an amount previously approved by the Board;
- c. the payment to a member of the Board for any service rendered to the Company in a professional or technical capacity where:
  - i. The provision of that service has the prior approval of the Board; and

- ii. The amount payable is approved by a resolution of the Board and is on reasonable commercial terms;
- d. the payment to a member of the Board as an employee of the Company where the terms of employment have been approved by a resolution of the Board;
- e. the payment to members of interest on any money borrowed from such members for the purpose of the Company at a rate not exceeding the lowest rate paid for the time being by the Company's principal bank in New South Wales in respect of term deposits of \$50,000.00 for six months;
- f. the payment to members of reasonable market rent for premises leased by any member to the Company.

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## **WINDING UP**

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### **10**

- a. If, on the Company's winding up or dissolution, there remains after satisfaction of all its liabilities any property, such property must not be distributed among the members but must be given to some other similar institution or institutions, provided such other institution or institutions:
  - i. have objects similar to the Company's objects;
  - ii. prohibit the distribution of income and property among its or their members to an extent at least as great as is imposed on the Company under clause 9;
  - iii. are exempt from income tax under Section 50-5 of the Income Tax Assessment Act 1997 or some equivalent provision.
- b. Such institution or institutions are to be determined by the members at or before the time of dissolution and, in default, by the Chief Judge in Equity of the Supreme Court of New South Wales or such other Judge of that Court or any other Court as may have or acquire jurisdiction in the matter.
- c. If effect cannot be given to this provision, then such property must be given to some charitable object, which prohibits the payment of any income or property to its members.

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## **MEMBERSHIP**

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- 11** A member of the Company is a natural person who:
  - a. is a member on adoption of this Constitution;
  - b. is a member of the Church and signs and returns to the Secretary a form approved by the Board in which he or she;
    - i. consents in writing to being a member, and
    - ii. signs a commitment to the Company's Objects and to the Statement of Faith.
- 12** As soon as practicable after a person becomes a member, the Secretary must enter the member's name and details in the Register.

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## **CESSATION OF MEMBERSHIP**

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- 13** Membership ceases on death.
- 14** Membership of the Company ceases on cessation of membership of the Church.
- 15** Any member may by notice to the Secretary resign as a member with immediate effect or with effect from a particular date subsequent to, but not being later than, six months from the date of that notice.

- 16** The Board may by resolution of at least three-quarters of its members expel a member of the Company from the Company if the member:
- a. wilfully refuses or neglects to comply with the provisions of this Constitution; or
  - b. in the Board's opinion ceases:
    - i. to have an active interest in the Company; or
    - ii. to be committed to the Company's Objects and to the Statement of Faith.
- 17** Before resolving to expel a member, the Board must give the member:
- a. at least one week's notice of the Board meeting at which the resolution for expulsion is to be put and of the intended resolution for expulsion; and
  - b. an opportunity of attending the meeting and of giving at it orally or in writing any explanation or defence which the member may desire to offer; or
  - c. if the Board is unable to contact a member, after reasonable effort has been made, the member's name may be deleted from the Register of Members and his membership terminated.

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## **GENERAL MEETINGS**

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- 18**
- a. The Board or any three members of the Board may, at any time, convene a general meeting.
  - b. The Board must convene in every calendar year a general meeting, to be called the annual general meeting, which is to be held at such time as may be determined by the Board.
  - c. A member may requisition, convene, or join in requisitioning or convening a general meeting in accordance with the Corporations Law.

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## **NOTICE OF GENERAL MEETINGS**

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- 19**
- a. At least 21 days' notice must be given to members and the auditor of all general meetings.
  - b. A notice convening a general meeting must:
    - i. set 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 is to be used to facilitate this);
    - ii. state the general nature of any special business to be transacted at the meeting;
    - iii. set out the intention to propose a special resolution and state the resolution if a special resolution is to be proposed at the meeting, and
    - iv. indicate that the member may appoint a proxy.
  - c. For the purposes of the preceding paragraph, special business means any business to be transacted at a meeting other than an annual general meeting and any business to be transacted at an annual general meeting other than the matters listed in paragraphs a. to c. inclusive of clause 19.
  - d. The Board may postpone or cancel any general meeting whenever it thinks fit, other than a meeting convened under paragraph c. of clause 18.
  - e. The Board must give notice of the postponement or cancellation to all members.
  - f. The failure or accidental omission to send a notice of a general meeting or the adjournment or postponement or cancellation of a general meeting to any member or the non-receipt of a notice by any member does not invalidate the proceedings at, or any resolution passed at, the general meeting.

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## **ANNUAL GENERAL MEETINGS**

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- 20** The business of an annual general meeting is to:
- a. receive and consider the accounts and reports of the Board and the Auditor required by the Corporations Law;
  - b. elect the members of the Board to be elected pursuant to this Constitution;
  - c. when relevant, appoint and fix the remuneration of the Auditor, and
  - d. transact any other business which under this Constitution may be transacted at a general meeting.

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## **QUORUM AT GENERAL MEETINGS**

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- 21**
- a. No business may be transacted at a general meeting unless a quorum of members is present, in person or by proxy or representative, when the meeting proceeds to business.
  - b. A quorum of members is not fewer than 20% of the members entitled to vote.
  - c. If a quorum is not present within 30 minutes after the time appointed for a meeting:
    - i. if the meeting was convened on the requisition of members, it is automatically dissolved, or
    - ii. in any other case;
      - (1) it stands adjourned to the same time and place 7 days after the meeting, or to another day, time and place determined by the Board;
      - (2) if at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the meeting, a quorum is 2 members.

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## **CHAIRPERSON OF GENERAL MEETINGS**

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- 22** The Chairperson, or in the Chairperson's absence, the Deputy Chairperson, presides as Chairperson at every general meeting. If neither of such officers is present within 10 minutes after the time appointed for the meeting, the members present must choose one of their number as Chairperson of the meeting.

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## **ADJOURNMENT OF GENERAL MEETINGS**

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- 23**
- a. The Chairperson of a meeting at which a quorum is present:
    - iii. may in his discretion adjourn a meeting with the meeting's consent, and
    - iv. must adjourn a meeting if the meeting directs him to do so.
  - b. An adjourned meeting may take place at a different venue to the initial meeting.
  - c. The only business that can be transacted at an adjourned meeting is the unfinished business of the initial meeting.
  - d. A resolution passed at a meeting resumed after an adjournment is passed on the day it was passed.
  - e. Notice of an adjourned meeting must be given only if a general meeting has been adjourned for one month or more. If notice is required, it must be at least 21 days' notice.
  - f. No poll may be demanded on the question of adjournment of a meeting except by the chairperson.

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## RESOLUTIONS AND POLLS AT GENERAL MEETINGS

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- a. Subject to the Corporations Law in relation to special resolutions, a resolution is carried if a majority of the votes cast on the resolution are in favour of the resolution.
- b. A resolution put to the vote of a meeting is decided by a show of hands unless a poll is demanded by:
  - i. the chairperson; or
  - ii. the Board; or
  - iii. any three members who have the right to vote at the meeting and who are present in person or by proxy; or
  - iv. members with at least 5% of the votes that may be cast on the resolution on a poll.
- c. A poll may be demanded:
  - v. before a vote by a show of hands takes place;
  - vi. after a vote by a show of hands takes place but before the declaration of the result of the show of hands;
  - vii. immediately after the declaration of the result of a show of hands.
- d. Unless a poll is demanded:
  - viii. a declaration by the Chairperson that a resolution has been carried or lost; and
  - ix. an entry to that effect in the minutes of the meeting,are conclusive evidence of the fact without proof of the number or proportion of the votes in favour of or against the resolution.
- e. The demand for a poll may be withdrawn.
- f. A poll must be taken at the time and in the manner that the Chairperson directs.
- g. The result of the poll is the resolution of the meeting at which the poll is demanded.
- h. A poll demanded on the election of the Chairperson or the adjournment of a meeting must be taken immediately.
- i. After a poll has been demanded at a meeting, the meeting may continue for the transaction of business other than the question on which the poll was demanded.

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- a. A decision of a general meeting may not be invalidated on the grounds that a person voting at the meeting was not entitled to do so.
- b. A challenge to a right to vote at a general meeting may be made only at the meeting.
- c. The Chairperson must determine such challenge and such determination, if made in good faith, is final.

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## CHAIRPERSON'S CASTING VOTE AT GENERAL MEETINGS

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26 In the case of an equality of votes, the chairperson does not have a casting vote.

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## RIGHT TO VOTE AT GENERAL MEETINGS

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27 Every member has one vote.

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## PROXIES

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- 28** A member may, by notice to the Secretary, appoint another member as his proxy to attend and vote at general meetings instead of him and any proxy has the same right as the member to speak at the meeting.
- 29** The notice must be in a form approved by the Board.
- 30** The notice must be signed by the appointor or by his attorney.
- 31** The notice may specify the manner in which the proxy is to vote in respect of a particular resolution. Where it does so, the proxy must not vote in any other way. A proxy may vote as the proxy thinks fit on any motion or resolution in respect of which no manner of voting is indicated.
- 32**
- a. The notice and, if the notice is signed by the appointor's attorney, the authority under which the appointment was signed or a certified copy of the authority, must be received by the Company at least 48 hours before the meeting.
  - b. If a Company meeting has been adjourned, a notice and any authority received by the Company at least 48 hours before the resumption of the meeting are effective for the resumed part of the meeting.
- 33** A vote cast in accordance with the notice appointing a proxy is valid even if, before the vote was cast, the appointor:
- a. died;
  - b. became of unsound mind; or
  - c. revoked the proxy or power,
- unless notice of the death, unsoundness of mind, or revocation was received before the relevant meeting or adjourned meeting at the office, or at such other place within Australia nominated by the Company in the notice convening the meeting.

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## MANAGEMENT OF THE COMPANY

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- 34** The Company's business is managed by, or under the direction of, the Board which may exercise all the Company's powers which are not required by this Constitution or any law to be exercised by the Company in general meeting.

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## COMPOSITION OF THE BOARD

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- 35** The Board comprises up to nine persons, including:
- a. five persons elected by the members;
  - b. if there is a Pastor of the Church, that Pastor or alternate in accordance with Clause 40;
  - c. the Principal of the College;
  - d. two persons elected by and from the Parent Body.
- 36** No employed staff member of Toongabbie Christian College Ltd (full-time, part-time or casual), except to satisfy 35.c are eligible for nomination, election or appointment to the Board.
- 37** With the exception of the Pastor and the Principal, no member of the Board may be a recent employee of the College or the spouse of an employee or recent employee unless approved by a resolution of the Company passed by a 75% majority of members present and voting on such resolutions. For the purposes of this clause a recent employee is a person who has been an employee of the College within the preceding twelve months.

- 38** Only one member of an immediate family is eligible for nomination, election or appointment to the Board.
- 39** All members of the Board must declare that they subscribe to, and will live consistently with, the Statement of Faith.

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## **ALTERNATE TO THE PASTOR**

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- 40**
- a. The Pastor may appoint a member as an alternate to exercise his powers as a member of the Board for a specified period.
  - b. The Pastor may terminate the alternate's appointment at any time.
  - c. An appointment or its termination must be in writing. A copy must be given to the Company.
  - d. The Company must give the alternate notice of Board meetings.
  - e. The Board may require the Pastor to terminate the appointment of the alternate by giving 14 days' notice to the Pastor.
  - f. In the event there is no Pastor, his position is to be filled by nomination from the Diaconate of Toongabbie Baptist Church.

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## **ELECTED BOARD MEMBERS**

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- 41** A person is not eligible for election as a member of the Board unless the person or some other member has, at least 28 days before the meeting at which the election is to take place, left at the office a notice (endorsed with the person's consent) proposing the person for appointment as a member of the Board. If a person is recommended by the Board for election, such notice is not required.
- 42** At each annual general meeting, the members must elect two/three (as required) persons from among the members as members of the Board to hold office subject to this Constitution until the close of the second annual general meeting following the meeting at which they are elected when they must retire from office but are eligible for re-election.
- 43** Before each annual general meeting, the Parent Body must elect one person from among its number as a member of the Board to hold office subject to this Constitution from the close of the annual general meeting immediately following the election until the close of the second annual general meeting following that meeting when he must retire from office but is eligible for re-election. The Board is to determine the procedure for the election of Board members by the Parent Body. The annual general meeting may ratify the elected Parent Body member. In the event that the annual general meeting does not ratify the member of the Board proposed in accordance with this Clause, then the Board may appoint a different member of the Parent Body executive in accordance with the provisions of Clause 44.

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## **CASUAL VACANCIES ON THE BOARD**

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- 44** Any casual vacancy among the members of the Board elected by the members or by the Parent Body must be filled by the Board appointing a person from among the members or the Parent Body as the case may be. A member of the Board appointed in this way holds office for the remainder of the term of office of the person he is replacing at which time he must retire from office but is eligible for re-election.
- 45** The Board may act even if there are vacancies on the Board.

- 46** If at any time the number of members of the Board in office is fewer than four, the Board may meet and act only:
- a. to appoint a member of the Board;
  - b. to convene a general meeting.

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## **DEFECTS IN APPOINTMENT**

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- 47** If it is discovered that:
- a. there was a defect in the appointment of a person as a member of the Board or as a member of a Board committee; or
  - b. a person appointed to one of those positions was disqualified;
- all acts of the Board or the Board committee before the discovery was made are as valid as if the person had been duly appointed and was not disqualified.

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## **REMUNERATION OF BOARD MEMBERS**

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- 48** The members of the Board may be paid, at the discretion of the Board, all travelling and other expenses properly incurred by them in attending and returning from Board meetings or any committee meetings or general meetings or otherwise in connection with the Company's business.

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## **CHAIRPERSON OF THE BOARD**

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- 49** At the first Board meeting after each annual general meeting, the Board must elect one of its members as Chairperson. If the Chairperson ceases to be a member of the Board, that person must immediately vacate the office of Chairperson. The Chairperson must be either:
- a. a member who was elected to the Board by the Company's members; or
  - b. a Pastor of the Church.
- 50** Any casual vacancy occurring in the office of Chairperson must be filled by the Board. The Chairperson must be either:
- a. a member who was elected to the Board by the Company's members; or
  - b. a Pastor of the Church.
- The newly elected person holds office for the remainder of the term of office of the former Chairperson but is eligible for re-election.

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## **DEPUTY CHAIRPERSON**

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- 51** The Board may elect one of its members as Deputy Chairperson. If the Deputy Chairperson ceases to be a member of the Board, that person must immediately vacate the office of Deputy Chairperson.
- 52** Any casual vacancy occurring in the office of Deputy Chairperson may be filled by the Board. The newly elected person holds office for the remainder of the term of office of the former Deputy Chairperson but is eligible for re-election.

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## **SECRETARY**

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- 53** The Board must appoint a Secretary for such term, at such remuneration (if any) and upon such conditions as it thinks fit. The Secretary need not be a member of the Board.

**54** The Secretary may be removed by the Board.

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## **VACATION OF OFFICE OF BOARD MEMBER**

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- 55** The office of a member of the Board is vacated if he or she:
- a. dies; or
  - b. resigns by notice to the Company; or
  - c. becomes bankrupt or makes any general arrangement or composition with his creditors; or
  - d. 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; or
  - e. is absent from meetings of the Board during a three month period commencing on the date of the first absence without the prior permission of the Board; or
  - f. if elected by the members of the Company, ceases to be a member of the Company;
  - g. if elected by the Parent Body, ceases to fall within the definition of a member of the Parent Body; or ceases to subscribe without reservation to the Statement of Faith; or
  - h. is found guilty of any offence punishable under the criminal or company law of any country or the law of any country relating to charities or trusts; or
  - i. is found by a 75% majority of the Board to have made statements or conducted himself or herself in such a way as to discredit or bring into disrepute either himself or herself, the Company, or any member of the Company, or the College; or
  - j. otherwise ceases to be, or becomes prohibited from being, a member of the Board by virtue of the Corporations Law.

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## **CONFIDENTIALITY OBLIGATIONS**

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- 56** Every member of the Board and other agents or officers of the Company must keep secret all aspects of all transactions of the Company, except:
- a. to the extent necessary to enable the person to perform his duties to the Company;
  - b. as required by law;
  - c. when requested to disclose information by the Board to the Auditor or a general meeting of the Company;
  - d. as otherwise permitted by the Board.

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## **PROCEEDINGS OF THE BOARD**

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**57** The Board may meet together for the dispatch of business, adjourn or otherwise regulate its meetings and proceedings as it thinks fit.

- 58**
- a. Board meeting may be held by the members of the Board communicating with each other by any technological means by which they are able simultaneously to hear each other and to participate in discussion.
  - b. The members of the Board need not all be physically present in the same place for a Board meeting to be held.
  - c. A member of the Board who participates in a meeting held in accordance with this clause is deemed to be present and entitled to vote at the meeting.

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## **BOARD QUORUM**

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- 59** The quorum necessary for the transaction of the business of the Board is five, consisting of a clear majority from the pool of persons elected by the members and including the pastor or alternate to the pastor.

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## **CHAIRPERSON OF BOARD MEETINGS**

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- 60** The Chairperson or, in his absence, the Deputy Chairperson must take the chair at all Board meetings. If at any meeting neither of such officers is present within 10 minutes after the time appointed for holding the meeting, the members of the Board present must choose one of their number to be Chairperson of the meeting.

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## **VOTING AT BOARD MEETINGS**

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- 61** Questions arising at a Board meeting are decided by a majority of the votes of the members of the Board present and voting. In case of an equality of votes, the Chairperson of the meeting does not have a casting vote in addition to his deliberative vote.

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## **CONVENING OF SPECIAL BOARD MEETINGS**

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- 62** Upon the written requisition of any two members of the Board, the Chairperson, or Deputy Chairperson, or in their absence the Secretary, must convene a special meeting of the Board to be held within 14 days after the receipt of the requisition. The requisition must set out the purposes for which the meeting is required.

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## **BOARD RESOLUTIONS WITHOUT MEETINGS**

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- 63**
- a. If all the members of the Board who are eligible to vote on a resolution have signed a document containing a statement that they are in favour of a resolution in terms set out in the document, then a resolution in those terms is deemed to have been passed at a Board meeting held on the day on which the document was last signed by a member of the Board.
  - b. For the purposes of paragraph a., two or more identical documents, each of which is signed by one or more members of the Board, together constitute one document signed by those members on the days on which they signed the separate documents.
  - c. Any document referred to in this clause may be in the form of electronic mail, a telex or facsimile transmission.
  - d. The minutes of Board meetings must record that a meeting was held in accordance with this clause.
  - e. This clause applies to meetings of Board committees as if all members of the committee were members of the Board.

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## **MATERIAL PERSONAL INTERESTS**

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- 64**
- a. Unless permitted by the Corporations Law, a member of the Board who has a material personal interest in a matter that is to be considered at a Board meeting;

- i. must not vote on the matter or be present while the matter is being considered at the meeting; and
  - ii. must not be counted in a quorum in relation to that matter.
- b. Paragraph a does not apply to an interest that the member of the Board has as a member of the Company in common with the other members of the Company.
- c. The quorum for consideration at a Board meeting of a matter in which one or more members of the Board have a material personal interest is three members of the Board who are entitled to vote on any motion that may be moved at the meeting in relation to that matter.
- d. Each member of the Board must disclose to the Company any material contract in which he is interested, and must provide the Company with the names of the parties to the contract, particulars of the contract, and his interest in the contract.
- e. A member of the Board who fails to make disclosure under this clause does not render void or voidable a contract in which he has an interest.

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## **MINUTES**

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### **65**

- a. The Board must cause minutes to be made of
  - iii. the names of the members of the Board present at all general meetings, Board meetings and meetings of Board committees;
  - iv. all proceedings of general meetings, Board meetings and meetings of Board committees;
  - v. all appointment of officers;
  - vi. all orders made by the Board and Board committees; and
  - vii. all disclosures of interests made pursuant to clause 66 (Material Interests).
- b. Minutes must be signed by the Chairperson of the meeting or by the Chairperson of the next meeting of the relevant body and if so signed are as between the members conclusive evidence of the matters stated in such minutes.

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## **COMMITTEES**

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- 66** The Board may delegate any of its powers to committees consisting of such persons as it thinks fit and may revoke such delegation. Any committee so formed must conform to any rules imposed upon it by the Board. The meetings and proceedings of any such committee consisting of two or more members are governed by the clauses of this Constitution for regulating the meetings and proceedings of the Board so far as the same are applicable and are not superseded by any rule made by the Board under this clause.

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## **COLLEGE STAFF**

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- 67** The board is to appoint a Principal for such term at such remuneration and upon such conditions as it thinks fit. The Principal must enter into membership of the Church upon appointment.
- 68** The Principal and any other person appointed to work in the College must declare that they subscribe to, and will live consistently with, the Statement of Faith.
- 69** The Principal must bring any proposed appointment to the executive team to the board for ratification before an offer is made to the candidate.

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## **SUPPORTING ORGANISATIONS**

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- 70** The Board must give prior written approval to:
- a. the establishment of organisations to assist the College (“supporting organisations”);
  - b. the constitution of any supporting organisation;
  - c. the employment of staff by a supporting organisation.

**71** The Board may disband any supporting organisation.

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## **SEAL**

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**72** The Board must provide for the safe custody of the Seal. Subject to clause 74, the Seal must not be used without the authority of the Board and in the presence of at least one member of the Board who must sign every document to which the Seal is affixed and every such document must be countersigned by one other member of the Board or the Secretary or some other person appointed by the Board.

**73** Where as a matter of urgency a document is required to be under the Seal, the Chairperson or Deputy Chairperson may direct the Secretary to affix the Seal to that document and at the first opportunity the Secretary must report to the Board the action taken.

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## **ACCOUNTS**

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- 74**
- a. The Board must cause the Company to keep accounts of the Company’s business in accordance with the Corporations Law.
  - b. The Board must cause the accounts of the Company to be:
    - viii. audited; and
    - ix. laid before the annual general meeting of the Company in accordance with the Corporations Law.

**75** A copy of the accounts must be sent to all persons entitled to be sent notices of general meetings together with the notice of the annual general meeting, as required by the Corporations Law.

**76** The accounts when audited and approved by a general meeting are conclusive except as regards any material error discovered in them within 6 months next after their approval. Whenever any material error is discovered within that period, the accounts must immediately be corrected and then they are conclusive.

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## **NOTICES**

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**77** Notices must be in writing.

- 78** A notice may be served by the Company on a member by any of the following methods:
- a. by serving it personally on the member;
  - b. by leaving it at the registered address;
  - c. by sending it by post in a prepaid letter, envelope or wrapper addressed to the member at the registered address;
  - d. by sending it by facsimile transmission to a facsimile number nominated by the member for the purpose of serving notices on the member;

- e. by sending it by electronic mail to an electronic mail address nominated by the member for the purpose of serving notices on the member.
- 79** Each member whose registered address is not in Australia may notify the Company of an address in Australia, which is deemed to be that member's registered address for the purpose of serving notice.
- 80** Any notice sent by post, air-mail or air courier is deemed to have been served on the day following that on which the letter, envelope or wrapper containing the notice is posted or delivered to the air courier. In proving service, it is sufficient to prove that the letter, envelope or wrapper containing the notice was properly addressed and put into the post office or other public postal receptacle or delivered to the air courier. A certificate in writing signed by any officer of the Company that the letter, envelope or wrapper containing the notice was so addressed and posted is conclusive.
- 81** Any notice sent by facsimile transmission or electronic mail is deemed to have been served on receipt by the Company of a transmission report by the machine from which the facsimile or electronic transmission was sent which indicates that the facsimile or electronic mail was sent in its entirety to the facsimile number or electronic mail address of the addressee.
- 82** Any notice sent by post to, or left at, the registered address is deemed to have been properly served even if the member is then dead or bankrupt and whether or not the Company has notice of the death or bankruptcy.
- 83** The signature to any notice given by the Company may be written or printed, or a facsimile of the signature may be affixed by mechanical or other means.
- 84** Where a period of notice is required to be given, the day on which the notice is served and the day of doing the act or other thing is not included in the number of days or other period.

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## **INDEMNITY**

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- 85** To the extent permitted by law, the Company indemnifies every officer of the Company against any liability incurred by that person:
- a. in his capacity as officer of the Company; and
  - b. 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 involves a lack of good faith.
- 86** The Company indemnifies every officer of the Company against any liability for costs and expenses incurred by the person in his capacity as officer of the Company:
- a. 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
  - b. in connection with an application, in relation to such proceedings, in which the Court grants relief to the person under the Corporations Law.
- 87** The Company may pay a premium in respect of a contract insuring a person who is or has been an officer of the Company against a liability incurred by the person as an officer of the Company except in circumstances prohibited by the Corporations Law.

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## **ALTERATION OF CONSTITUTION**

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- 88** No addition, alteration or omission may be made to or from this Constitution unless the same have been previously submitted to and approved by special resolution of the members of the Company and such resolution passed by:

- a. at least 50% of the membership at the time in respect of the clauses 3, 4 and 11 of this Constitution relating to the Objects, Statement of Faith and membership of the Company; or
- b. at least 20% of the membership at the time in respect of all other clauses.