



Penleigh and Essendon Grammar School

Constitution

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MEMORANDUM

1 NAME

The name of the Company is PENLEIGH AND ESSENDON GRAMMAR SCHOOL hereinafter called "the School".

2 PURPOSE

The School is established for charitable objects and purposes only, existing for educational purposes in association with Uniting Church in Australia and the following objects shall have effect accordingly.

3 DEFINITIONS AND INTERPRETATION

In this Memorandum unless there is something in the subject or context inconsistent therewith

3.1 Definitions–

"the Act" means the Corporations Act 2001 as amended;

"this Memorandum" includes all amendments of or additions to this Memorandum from time to time in force;

"Board of Directors" means the Penleigh and Essendon Grammar School Board of Directors constituted under the Articles;

"Secretary" means any person appointed to perform the duties of a Secretary of the School and includes an Honorary Secretary;

"the Synod" means the Synod of Victoria and Tasmania of the Uniting Church in Australia or its successor in law and reference to acts done or to be done by the Synod includes acts done by Standing Committee of the Synod or other persons to whom authority is delegated for the purpose;

3.2 Interpretation

"in writing" or "written" includes printed or lithographed or represented or reproduced in a visible form or by any other means;

Words importing the singular include the plural and vice versa;

Words importing the masculine gender include the feminine and neuter gender;

References to any officer of the School include any person acting for the time being as such an officer;

Where any provision of the Act is referred to the reference is to that provision as modified by any statute for the time being in force.

The headings are for convenience and shall not affect the construction of this Memorandum

4 OBJECTS AND POWERS

- 4.1 The objects for which the School is incorporated are to provide for the students of the School an education of a humane scientific and general nature consistent with the teachings of the Christian Church including religious instruction and education in the Holy Scriptures of the Old and New Testaments interpreted not inconsistently with the Basis of Union of the Uniting Church in Australia;
- (a) Subject to the provisions hereof, to provide for the students of the School regular opportunities for religious observance and worship which in form shall be consistent with the usages of the Uniting Church in Australia from time to time;
 - (b) To acquire and take over as a going concern the school known as Penleigh and Essendon Grammar School, including its funds, lands and buildings, other property assets, liabilities and endowments, which School is at the date of incorporation of the School being carried on at Essendon, Moonee Ponds, East Keilor and elsewhere in the State of Victoria;
 - (c) To carry on conduct and manage the School subject to and consistently with the provisions hereof;
 - (d) For the purpose of the foregoing to provide board, lodgings, classroom facilities and attendance and all other necessities and conveniences, and also such means of recreation as may be expedient for all or any of the students and staff of the School and for such other persons as the Board of Directors for the time being of the School may think expedient.
- 4.2 For the sole purpose of carrying out the objects specified in Clause 4.1 the School has power:-
- (a) To purchase, take on lease, building lease, licence, or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and in particular any land buildings fences easements machinery vehicles plant or stock
 - (b) To construct, improve, maintain, develop, work, design, manage, carry out alter or control any buildings, classrooms, libraries, offices, laboratories, residential quarters, dormitories, kitchens, bakehouses, gardens, recreational facilities, works, roads, ways, bridges, water courses, stores and other works and conveniences necessary or convenient for any purposes of the School and to equip furnish maintain, alter, repair and reconstruct any of the same as may be required from time to time;
 - (c) To found, endow and grant scholarships, bursaries and exhibitions within the School itself or at any University or other Tertiary Institution but in such latter cases only for those who are or have been students of the School and to provide and award prizes for students of the School;
 - (d) To accept subscriptions, guarantees and donations (whether of real or personal property) and devises and bequests for all or any of the purposes of the School and whether subject to any special trusts or not and either with or without a conditional right of repayment;
 - (e) To take such steps by personal or written appeals, public meetings, or otherwise as may from time to time be deemed expedient to procure contributions to the funds of the School in the form of donations, annual subscriptions or otherwise and to engage and pay whether by salary, fee, commission or otherwise any person or organisation to raise or assist in the raising of funds for the School;
 - (f) To determine scales of fees to be paid for pupils attending the School and the conditions under which exemptions for payment of fees may be granted;
 - (g) To invest and deal with any funds of the School not immediately required and to hold and deal in shares mortgages debentures or other securities;
 - (h) To enter into any arrangement with any government or authority, supreme, municipal, local or otherwise that may seem conducive to the objects of the School or any of them; and to obtain from any such government or authority any rights privileges and concessions which the School may think it desirable to obtain; and to carry out exercise and comply with any such arrangements, rights, privileges and concessions;

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- (i) To manage, improve, develop, exchange, lease, settle, mortgage, place under option, sell (as a going concern or otherwise) dispose of, turn to account, or otherwise deal with either absolutely conditionally or for any limited interest, all or any part of the undertaking property and rights of the School for such consideration as the Board of Directors of the School may think fit with power on any sale to allow any time or times for the payment of the whole or any part of the purchase money arising from such sale either with or without interest in the meantime and if with interest then at such rate or rates as the Board of Directors may think fit and either with or without security and if with security then with such security as the Board of Directors may think fit.
- (j) To grant, create and transfer or reserve such easements of way, drainage or support or any other easements of any kind whatsoever over upon or affecting the property of the School or any parts thereof as may appear necessary or expedient and to surrender or accept the surrender of any easement;
- (k) To raise or borrow money in such a manner and upon such security (if any) as may be expedient and in particular upon the security of any mortgage or charge over all or any part of School's property and rights (both present and future) or by the issue of debentures charged or not upon all or any part of School's property and rights (both present and future) and generally with such rights and upon such terms and conditions in all respects as may be expedient and to purchase redeem or pay off such securities and re-issue the same;
- (l) To make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
- (m) To undertake and execute any trust the undertaking of which may seem to be in the interests of or for the benefit of the School.
- (n) To apply for and obtain any licences statutory or other powers, rights or concessions;
- (o) To appoint, employ, remove or suspend such teaching staff, managers, clerks, secretaries, servants workmen and other persons as may be necessary or convenient;
- (p) To establish and support or aid in the establishment and support of or to contribute to associations, institutions, funds, trusts and conveniences calculated to benefit employees or past employees of the School or the dependants or connections or any such persons (without restricting the generality of the foregoing such funds may be pension superannuation or endowment funds or funds of any other of the described kinds whatsoever); to grant pensions and allowances; to make payments towards insurance;
- (q) To lend money to such persons or companies as may seem expedient and to guarantee the performance of contracts debts or obligations by any such persons or companies;
- (r) To print and publish any newspapers periodicals, books or leaflets that may be thought desirable;
- (s) To indemnify any person or trustee holding any property of kind upon trust for the School against any and all actions suits claims costs and demands whatsoever arising out of or in any way related to the said property on trusts whereon it is held.
- (t) To do all such things requisite for the conduct of the School as are incidental or conducive to the attainment of all or any of the objects of the School and the exercise of all or any of the powers of the School.
- (u) To establish and support the delivery of Early Learning Centre (ELC) services including the provision of kindergartens and that a proportion of funds raised or fees collected by the school may be used to support the operation of the ELC.

Provided that the School shall not support with its funds or endeavour to impose on or procure to be observed by its members or others any regulation or restriction which if an object of the School would make it a trade union within the meaning of the Trade Unions Act 1958.

- 4.3 The powers set forth in the Third Schedule to the Companies Act shall not apply to the School except in so far as they are included in this Clause.

5 APPLICATION OF INCOME AND PROPERTY

The income and property of the School whencesoever derived shall be applied solely towards the promotion of the objects of the School as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to members of the School. Provided that nothing herein contained shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of

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the School or to any member thereof in return for any services actually rendered to the School nor for goods supplied in the ordinary and usual course of business; nor prevent payment of interest at a rate not exceeding the rate for the time being fixed for the purposes of this paragraph by the Articles of Association on money borrowed from any member of the School but so that no member of the Board of Directors shall be appointed to any salaried office of the School or any office of the School paid by fees and that no remuneration or other benefit in money or money's worth shall be paid or given by the School to any member of such Board of Directors or governing body except repayment of out of pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the School.

6 AMENDMENT OF OBJECTS

No addition alteration or amendment shall be made to the objects of the School as contained in this Memorandum unless the same shall have been previously submitted to and approved by the Synod.

7 LIABILITY OF MEMBERS

7.1 The liability of the members is limited.

7.2 Every member of the School undertakes to contribute to the assets of the School in the event of its being wound up while a member or within one year afterwards for payment of the debts and liabilities of the School contracted before ceasing to be a member and the costs charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding Fifty Dollars.

8 WINDING UP

If upon the winding up or dissolution of the School there remains, after satisfaction of all its debts and liabilities, any property whatsoever the same shall not be paid to or distributed among the members of the School but shall be given or transferred to such institution or institutions as may be determined by the Synod after consultation with the School Board of Directors for those wholly charitable educational purposes of or in connection with the Uniting Church in Australia which advance education in Victoria and in default of such determination by application to such Judge of the Supreme Court of Victoria as may have or acquire jurisdiction in this matter.

9 ACCOUNTS

True accounts shall be kept of the sums of money received and expended by the School and the matter in respect of which such receipt and expenditure takes place and of the property, credits liabilities of the School and, subject to any reasonable restrictions as to the time and manner of inspection of the same that may be imposed in accordance with the Articles of Association for the time being in force shall be open to the inspection of the members; and shall upon the written request of the Attorney-General of the State of Victoria be made available for inspection by him or anyone authorised by him in writing for that purpose. Once at least in every year the accounts of the School shall be examined by one or more properly qualified auditor or auditors who shall report to the members of the School in accordance with the provisions of the Act.

ARTICLES

1 DEFINITIONS AND INTERPRETATION

In these Articles unless there is something in the subject or context inconsistent therewith

1.1 Definitions–

“the Act” means the Corporations Act 2001 as amended;

“these Articles” includes all amendments of or additions to these Articles from time to time in force;

“Board of Directors” means the Penleigh and Essendon Grammar School Board of Directors constituted under these Articles;

“the School” means the company known as Penleigh and Essendon Grammar School;

“Secretary” means any person appointed to perform the duties of a Secretary of the School and includes an Honorary Secretary;

“the Synod” means the Synod of Victoria and Tasmania of the Uniting Church in Australia or its successor in law and reference to acts done or to be done by the Synod includes acts done by Standing Committee of the Synod or other persons to whom authority is delegated for the purpose;

1.2 Interpretation

“in writing” or “written” includes printed or lithographed or represented or reproduced in a visible form or by any other means;

Words importing the singular include the plural and vice versa;

Words importing the masculine gender include the feminine and neuter gender;

References to any officer of the School include any person acting for the time being as such an officer;

Where any provision of the Act is referred to the reference is to that provision as modified by any statute for the time being in force.

The headings are for convenience and shall not affect the construction of these Articles

2 MEMBERS

2.1 The number of members of the School shall be not more than sixteen.

2.2 The members of the School shall be the members of the Board of Directors for the time being.

2.3 Every person who consents to be a member of the Board of Directors and who is appointed a member of the Board of Directors shall be deemed to have agreed to be a member of the School and be bound by the Memorandum and Articles of Association of the School.

2.4 Any member of the Board of Directors who ceases to be a member of the Board of Directors shall thereupon cease to be a member of the School.

3 GENERAL MEETINGS

3.1 Annual General Meetings shall be held once in every calendar year other than the year of incorporation, at such time (not being more than 15 months after the holding of the last preceding Annual General Meeting) and place as the Board of Directors shall determine. All other General Meetings shall be called Extraordinary General Meetings.

3.2 The Board of Directors may whenever they think fit, convene an Extraordinary General Meeting and an Extraordinary General Meeting shall also be convened on such requisition, or in default may be convened by such requisitions, as is provided by the Act.

4 NOTICE OF GENERAL MEETINGS

4.1 Subject to the provisions of the Act relating to special resolutions and agreements for shorter notice, fourteen days' notice at least (exclusive of the day on which the notice is served or deemed to be served and exclusive of the day for which the notice is given) specifying the place the day and the hour of the meeting and in case of special business the general nature of the business shall be given in manner hereinafter mentioned, to such persons as are under these Articles of Association entitled to receive such notices from the School; but with the consent of all the members entitled to receive notice of some particular meeting, that meeting may be convened by such shorter notice and in such manner as those members may think fit.

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- 4.2 All business shall be deemed to be special that is transacted at an Extraordinary General Meeting and also all that is transacted in an Annual General Meeting with the exception of the consideration of the accounts and balance sheets, and the report of the Board of Directors and auditors, the election of officers and other members of the Board of Directors in the place of those retiring, and the appointment of the auditors if necessary.
- 4.3 The accidental omission to give notice of a meeting to or the non-receipt of a notice of a meeting by, any member shall not invalidate the proceedings at any meeting.

5 PROCEEDINGS AT GENERAL MEETINGS

- 5.1 At each Annual General Meeting the Chair of the Board of Directors or if he is absent the senior Vice-Chair shall submit to the members a report which in addition to any other particulars which may be deemed desirable shall contain a summary of the activities of the School for the period; in the case of the first report, since the commencement of activities of the School and in any other case since the previous report. Upon request by the Synod, a copy of such report shall be sent to the Secretary for the time being of the Synod.
- 5.2 General Meetings (whether Annual or Extraordinary) may be held by telephone or by any other technology with the consent of all of the members of the School. The consent must be given by members individually and may be a standing consent. A consent must only be withdrawn within a reasonable time before the meeting, but not within the time between the giving of the notice of the meeting and the meeting, including any adjournment of that meeting.
- 5.3 No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business; and save as herein otherwise provided, one half of the members of the School (ignoring fractions) plus one present shall be a quorum.
- 5.4 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Board of Directors may determine, and if at the adjourned meeting a quorum is not present it shall be adjourned sine die.
- 5.5 The Chair of the Board of Directors shall preside as Chair of every General Meeting of the School, or if there is no Chair, or he is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the senior Vice-Chair shall be the Chair or if the senior Vice-Chair is not present or is unwilling to act then the members present shall elect one of their members to be the Chair of the meeting.
- 5.6 The Chair may, with the consent of any meeting at which quorum is present, (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or the business to be transacted at an adjourned meeting.
- 5.7 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded –
- (a) by the Chair; or
 - (b) by at least three members present in person or by proxy.
- Unless a poll is so demanded a declaration by the Chair 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 School shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.
- 5.8 If a poll is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chair directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded. No poll may be demanded on the election of a Chair of the meeting or on a question of adjournment.
- 5.9 In the case of an equality of votes, whether on a show of hands or on a poll, the Chair of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
- 5.10 Subject to provisions of Article 5.11 every member present in person shall have one vote on a show of hands, and on a poll every member present or present by his proxy shall have one vote.

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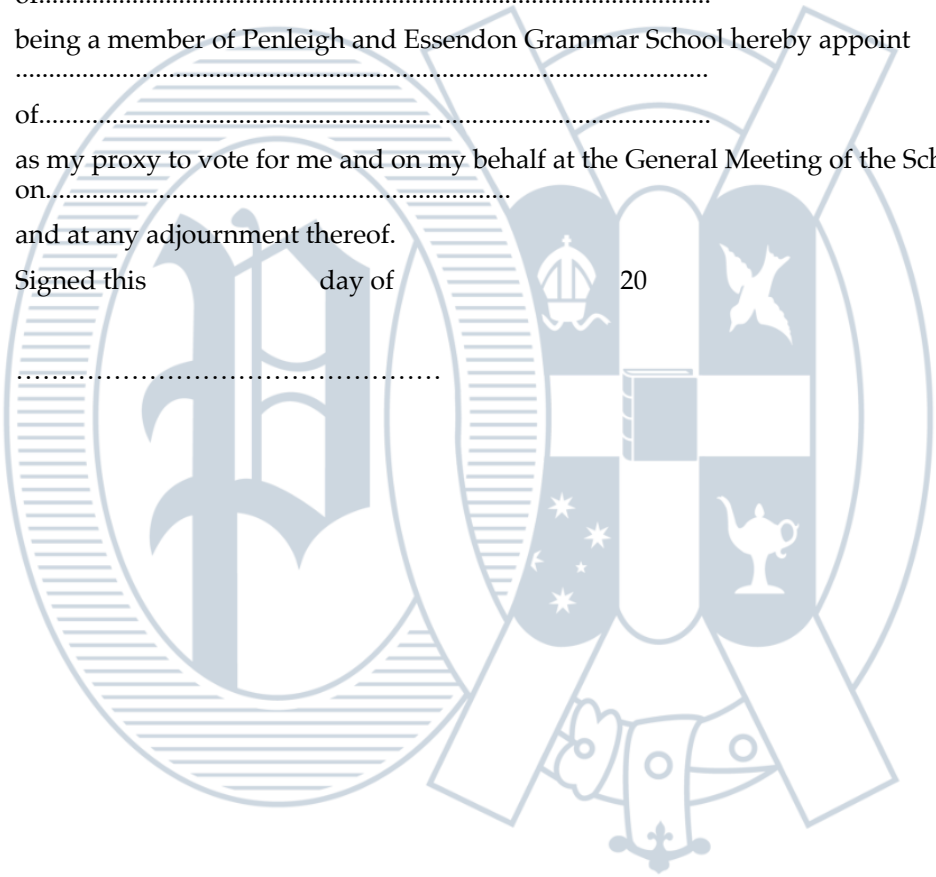
5.11 The instrument appointing a proxy shall be in writing signed or assented to by the appointor or his duly authorised attorney and given to the School by hand, post, telegram, facsimile, telex or other form of visible or other electronic communication, and in the case of e-mail, sent from the e-mail address of the appointor or his duly authorised attorney. A copy of the power of attorney must have already been provided to the School or provided at the time the instrument appointing the proxy is provided.

The instrument appointing the proxy shall be deemed to confer authority to demand or join in demanding a poll. A member shall be entitled to instruct his proxy to vote in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may vote as he thinks fit. A proxy must be a member of the School. An appointment of proxy may be revoked by the appointor at any time.

6 PROXIES

6.1 An instrument appointing a proxy to a meeting (whether Annual or Extraordinary) may be in or to the effect of the following form, or any other form which the Board of Directors may approve.

I
of.....
being a member of Penleigh and Essendon Grammar School hereby appoint
.....
of.....
as my proxy to vote for me and on my behalf at the General Meeting of the School to be held
on.....
and at any adjournment thereof.
Signed this day of 20
.....



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- 6.2 For an appointment of proxy to be effective, the following documents must be received by the Secretary at least twenty-four hours before the meeting:
- (a) the proxy's appointment;
 - (b) if the appointment is signed by the appointor's attorney, the authority under which the appointment was signed or a certified copy of the authority.

7 BOARD OF DIRECTORS AND MANAGEMENT OF THE SCHOOL

- 7.1 The School and the business affairs and property thereof shall be managed by a Board of Directors to be called the Board of Directors of Penleigh and Essendon Grammar School ("the Board of Directors"). The members of the Board of Directors shall be the directors of the School.
- 7.2 Board of Directors shall consist of not more than eighteen members of whom no more than two shall be Synod appointees. The number of directors (other than Synod appointees) shall not fall below seven for more than two consecutive months.
- 7.3 The Board of Directors may fill any casual vacancy as it sees fit, other than a vacancy arising from a person appointed under Article 7.4 ceasing to be a director.
- 7.4 The Synod may at any time and from time to time appoint no more than two persons as members of the Board of Directors. Each such person shall hold office until:
- (a) that person resigns; or
 - (b) that person is replaced by another person appointed by the Synod; or
 - (c) that person is removed by the Synod
- Provided that where the Synod appoints a person to be a member of the Board of Directors without nominating which director is being replaced, the appointment shall also take effect as removal of the Synod's longer serving appointee.
- 7.5 Upon the adoption of these Articles all directors then holding office shall be appointed as directors without regard to any classification or grouping that may have been attributable to their membership of the Board of Directors and shall be deemed to have been last elected when they were last elected or appointed.
- 7.6 Each director holds office until the earliest to occur of:
- (a) the conclusion of the third Annual General Meeting following the director's last election or deemed election;
 - (b) the director's office becoming vacant by operation of Article 7.9; and
 - (c) the conclusion of the Annual General Meeting following the director's appointment
- 7.7 A director who is a member of the school is eligible for re-election.
- 7.8 A director who's office becomes vacant by operation of Article 7.9 is eligible for reappointment unless otherwise prohibited.
- 7.9 The office of a director shall become vacant if the director:
- (a) becomes bankrupt or makes any arrangement of composition with his creditors generally;
 - (b) becomes prohibited from being a director of a company by reason of any order made under Act;
 - (c) ceases to be a member of the Board of Directors by operation of Section 121 of the Act;
 - (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;
 - (e) resigns his office by notice in writing to the School;
 - (f) for more than six months is absent without permission of the Board of Directors from meetings of the Board of Directors during that period;
 - (g) holds any office of profit under the School;
 - (h) ceases to be a member of the School;
 - (i) is directly interested in any contract or proposed contract with the School (other than one relating to payments to the School which are primarily for the provision of education and or related services). Provided always that nothing in this paragraph shall affect the operation of Clause 4 of the Memorandum of Association of the School.

8 CHAIR AND VICE CHAIR

At least once in each calendar year the Board of Directors shall elect one of its members to be Chair of the Board of Directors and up to two other of its members to be Vice-Chairs. The Chair and the Vice-Chairs shall each hold office during the pleasure of the Board of Directors.

9 POWERS AND DUTIES OF THE BOARD OF DIRECTORS

- 9.1 The business of the School shall be managed by the Board of Directors which may pay all expenses incurred in incorporating and registering the School and may exercise all such powers of the School as are not, by the Act or by these Articles required to be exercised by the School in General Meeting, subject, nevertheless, to any of these Articles, the provisions of the Act, and to such regulations, being not inconsistent with the aforesaid Articles or provisions, as may be prescribed by the School General Meeting.
- 9.2 Without limiting the application of 9.1 the Board of Directors may exercise all the powers of the School to borrow money and to mortgage or charge its property or any part thereof, and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the School.
- 9.3 All cheques promissory notes drafts bills of exchange and other negotiable instruments and all receipts for money paid to the School shall be signed drawn accepted endorsed or otherwise executed as the case may be by any two members of the Board of Directors or in such other manner as the Board of Directors from time to time determines.
- 9.4 The Board of Directors shall approve the formation and constitution of all associations working in the name of the School and supervise their activities and the raising and disbursements of their funds.
- 9.5 The Board of Directors shall cause minutes to be made:
- (a) of all appointments of officers;
 - (b) of the names of members present at all meetings of the School and of the Board of Directors;
 - (c) of all proceedings of all meetings of the School and of the Board of Directors.
- 9.6 Such minutes shall be signed by the Chair of the meeting at which the proceedings were held or by the Chair of the next succeeding meeting.

10 PROCEEDINGS OF THE BOARD OF DIRECTORS

- 10.1 Meetings of the Board of Directors may be held by telephone or by any other technology with the consent of all of the members of the Board of Directors. The consent must be given by members individually and may be a standing consent. A consent may only be withdrawn within a reasonable time before a meeting, but not within the time between the giving of the notice of the meeting and the meeting, including any adjournment of that meeting.
- 10.2 The Board of Directors may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit. The Chair may at any time and the Secretary shall on the requisition of three members of the Board of Directors, summon a meeting of the Board of Directors.
- 10.3 Questions arising at any meeting of the Board of Directors shall be decided by a majority of votes. The Chair of the meeting shall be entitled to vote, and in case of an equality of votes the Chair of the meeting shall have also a casting vote.
- 10.4 The quorum necessary for the transaction of the business of the Board of Directors shall be one half of the members of Board of Directors (ignoring fractions) plus one.
- 10.5 The continuing members of the Board of Directors may act notwithstanding any vacancy in the Board of Directors; but if and so long as their number is reduced below the number fixed by or pursuant to these articles as the necessary quorum of the Board of Directors, the continuing member or members may act for the purposes of increasing the number of members in the Board of Directors to that number or of summoning a General Meeting of the School, but for no other purpose.
- 10.6 The Chair shall preside as Chair at every meeting of the Board of Directors, or if there is no Chair or at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting, then one of the Vice-Chairs shall be elected Chair or, if neither of the Vice-Chairs is present at the meeting then the members may elect one of their number to be Chair of the meeting.
- 10.7 The Board of Directors may delegate any of its powers and / or functions to one or more committees containing not less than three members of the Board of Directors. Any committee so formed shall conform to any regulations that may be imposed by the Board of Directors.
- 10.8 A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present and eligible to vote and in the case of an equality of votes the Chair shall have a second or casting vote.
- 10.9 All acts done by any meeting of the Board of Directors or of a committee or by any person acting as a member of the Board of Directors shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member of the Board of Directors or person acting as aforesaid, or that the members of the Board of Directors or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Board of Directors.
- 10.10 A resolution in writing signed by all the members of the Board of Directors in Australia for the time being entitled to receive notice of the meeting of the Board of Directors shall be as valid and effectual as if it had been passed at a meeting of the Board of Directors duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more members of the Board of Directors.

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11 PRINCIPAL

- 11.1 The Board of Directors may from time to time appoint a Principal for such periods and on such terms as the Board of Directors thinks fit and subject to the terms of any agreement entered into in any particular case may dismiss the Principal.
- (a) A decision of the Board of Directors to appoint a Principal shall be taken by the affirmative votes of a majority of the whole membership of the Board of Directors; and
 - (b) A decision to dismiss a Principal shall be taken by the affirmative votes of not less than two thirds of the whole membership of the Board of Directors at two successive meetings held at an interval of not less than fourteen days.
- 11.2 The Principal shall be Chief Executive Officer of the School and responsible to the Board of Directors. Subject to these Articles he or she shall have:
- (a) The supervision and control of the organisation and management of the School and the employment and dismissal of staff;
 - (b) The supervision and control of the courses of study provided by the School, the discipline of students and the control of students activities generally; and
 - (c) The supervision and control of the enrolment and dismissal of students of the School.
- 11.3 The Principal shall not be a member of the Board of Directors but he or she shall be entitled to attend all meetings of the Board of Directors and its Committees except during the consideration of any matter of pecuniary interest concerning the Principal personally.

12 CHAPLAINS

So far as possible, Chaplains to the School should generally be appointed in accordance with the placement procedures of the Synod. Each Chaplain shall be responsible in the performance of his duties to the Principal.

13 THE SECRETARY

The Board of Directors shall appoint a Secretary of the School. The Secretary shall be appointed for such term at such remuneration and upon such conditions as the Board of Directors thinks fit and he shall have such duties as are assigned to as secretary by the Act and the Board of Directors.

14 EXECUTION OF DOCUMENTS

- 14.1 The Board of Directors shall provide for the safe custody of the Seal, which shall only be used by the authority of the Board of Directors or the sub-committee of members of the Board of Directors authorised by the Board of Directors in that behalf, and every instrument to which the Seal is affixed shall be signed by a member of the Board of Directors and shall be counter signed by the Secretary or by a second member of the Board of Directors or by some other person appointed by the Board of Directors for the purpose.
- 14.2 The School may execute a document (including a deed) without using a common seal if the document is signed by a member of the Board of Directors and is countersigned by the Secretary or by a second member of the Board of Directors or by some other person appointed by the Board of Directors for the purpose.

15 ACCOUNTS

- 15.1 The Board of Directors shall cause proper accounting and other records to be kept and shall 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 thereof as required by the Act. Provided however that the Board of Directors shall 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.
- 15.2 No member shall have any right of inspecting any account or book or paper of the School except as conferred by Statute or by the Memorandum of Association or as authorised by the Board of Directors or by the School in General Meeting.
- 15.3 For the purpose of Clause 4 of the Memorandum of Association the rate of interest payable in respect of money lent by members to the School shall not exceed the lowest rate paid for the time being by the Commonwealth Bank in respect of term deposits.

16 AUDIT

A properly qualified auditor or auditors shall be appointed and his or their duties regulated in accordance with the Act.

17 SERVICE OF NOTICES

- 17.1 Any notice required by law or under these Articles to be given to any member shall be given either:
- (a) personally;
 - (b) by sending it by post to the address of the member as supplied by the member to the School for the giving of notices; or
 - (c) by sending it to the facsimile number or electronic address (if any) nominated by the member.
- 17.2 Any notice sent by post is deemed to be served two days after the date it was posted. Any notice sent by facsimile or other electronic means is taken to be served on the business day after it is sent. Service by fax will only be good if the sending machine shows evidence of receipt. Service to an electronic address will only be good if it does not return.

18 WHO IS ENTITLED TO NOTICES

- 18.1 Notice of every General Meeting shall be given in any manner hereinbefore authorised to:
- (a) every member except those who have not supplied to the School an address within the State for the giving of notices to them; and
 - (b) the auditor or auditors for the time being of the School;
- 18.2 No other person shall be entitled to receive notices of General Meetings.

19 WINDING UP

- 19.1 The provisions of clause 8 of the Memorandum of Association relating to the winding up or dissolution of the School shall have effect and be observed as if the same were repeated in these Articles.

20 INDEMNITY

- 20.1 The School will indemnify any officer for the time being of the School or, if so resolved by the Board of Directors, against the following:
- (a) any liability (not including a liability for legal costs) incurred as an officer of the School, other than a liability:
 - (i) to the School or a related body corporate of the School;
 - (ii) for a pecuniary penalty order or a compensation order under the Act; or
 - (iii) that is owed to someone other than the School or a related body corporate of the School and did not arise out of conduct in good faith.
 - (b) any legal costs incurred in defending an action for a liability incurred as an officer of the School unless the costs are incurred in:
 - (i) defending any proceedings in which the officer is found to have a liability for which they could not be indemnified under paragraph (a) of this article;
 - (ii) defending or resisting criminal proceedings in which the officer is found guilty;
 - (iii) defending or resisting proceedings brought by the Australian Securities & Investments Commission or a liquidator for a court order if the ground for making the order are found by the court to have been established; or
 - (iv) in connection with proceedings for relief to the officer under the Act in which the court denies the relief.
- 20.2 Paragraph (b)(iii) of this Article does not apply to costs incurred in responding to actions taken by the Australian Securities & Investments Commission or a liquidator as part of an investigation before commencing proceedings for the court order.
- 20.3 For the purposes of this Article, the outcome of proceedings is the outcome of the proceedings and any appeal in relation to the proceedings.

21 DEDUCTIBLE GIFT RECIPIENT STATUS

21.1 Deductible Gift Recipient Endorsement

The School in the furtherance of its Objects is empowered to obtain and thereafter comply with all relevant requirements to maintain, either as whole or in respect of a fund, authority or institution that the School owns or includes, endorsement as a Deductible Gift Recipient (DGR) under Subdivision 30-BA of the *Income Tax Assessment Act 1997* (Cth) so as to ensure that it is an organisation which can receive income tax deductible gifts and contributions within the meaning of that Act.

21.2 Deductible Gift Recipient Accounting

Without limiting the operation of clause 31.1, the College must:

- (a) Ensure that all gifts and deductible contributions made to it for its principal purpose in relation to its status as an endorsed DGR are used for that purpose and that receipts issued contain all relevant information as required by the Australian Taxation Office (ATO) from time to time; and
- (b) Maintain adequate accounting and other records that record and explain transactions that are relevant to its status as an endorsed DGR as required by the ATO from time to time.

21.3 Transfer on Dissolution or Cessation of Deductible Gift Recipient Endorsement

In the event of the School being dissolved or ceasing to be endorsed as a DGR, any remaining gifts, deductible contributions and any money received in respect of such gifts and contributions, acquired by the School by virtue of such endorsement, must be transferred to an institution:

- (a) which is charitable at law; and
- (b) gifts to which can be deducted under division 30 of the *Income Tax Assessment Act 1997* (Cth) due to it being characterised as a public benevolent institution



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