

CORPORATIONS ACT 2001
A Public Company Limited by Guarantee
CONSTITUTION
of
MOAMA ANGLICAN GRAMMAR LTD.
ACN 110 128 106

1. Name of the Company

1.1 The name of the Company is Moama Anglican Grammar Ltd.

2. Type of Company

2.1 The Company is a public company limited by guarantee.

2.2 The liability of the Members is limited.

3. Limitations

3.1 The objects for which the Company is established are:

(1)

as develop an understanding of the moral values which arise out of the Christian Faith;

- (b) to provide an environment in which each student can have the opportunity to make a commitment to the Christian Faith and its lifestyle;
- (c) to provide for all students an opportunity to think and work together and come to appreciate their own Christian tradition and to develop a spirit of tolerance and understanding of the other traditions of the Christian Church;
- (d) to offer experience in Christian living;
- (e) to develop in students a spiritual awareness so that they can see their role in the community as being the service of God.

(2) Academic and Attitudinal aims

- (a) to develop a curriculum and other programs which enable all students to achieve their highest possible level of academic attainment, given their individual backgrounds and abilities;
- (b) to prepare all students for effective participation in community life by providing an educational experience which enables individuals to develop personally, spiritually, emotionally, physically and intellectually, to their fullest extent;
- (c) to develop in each student a high standard of ~~English and Mathematics~~ ~~English and Mathematics~~

(3) Relations and Pastoral Care within the School community

- (a) to be a unifying link fostering co-operation between students, parents and teachers in order to strengthen the feeling of community between the School and the family;

- (b) to create a harmonious and stimulating community atmosphere in which staff are mutually supportive of each other and care for the students, and in which the student can grow as a person developing a sense of self-worth, a high level of personal integrity, a sincere respect for others, an increasing sense of individual responsibility, a competence to form mature value judgments and an ability to establish constructive relationships;
 - (c) to encourage teachers and students to initiate positive interactions, thus enabling mutual trust and respect to grow and develop;
 - (d) to develop a family atmosphere in which each student is known by and cared for by staff members.
- (4) Personal Well-being and Co-curricular Activities
- (a) to promote personal health and fitness through participation in sports and recreational activities, to promote participation in the creative and performing arts, to encourage experiences in outdoor education, and to encourage the effective use of leisure time both within and outside the School.
- (5) The Wider Christian and Local Community
- (a) to support and share with other Christian Churches in their witness in the local and wider community;
 - (b) to develop in teachers, parents and students a mutual awareness of what it means to be a member of the community;
 - (c) to provide a choice in schooling at the lowest possible cost for all parents in the community commensurate with high-quality education;
 - (d) to develop a concern for the problems of the community and the environment and to be involved in seeking solutions.

3.2 The Company can only exercise the powers in Section 124(1) of the Act to:

- (1) carry out the objects of the Company set out in Clause 3.1; and
- (2) do all things incidental or convenient in relation to the exercise of power under Clause 3.2(1).

3.3 The income and property of the Company will only be applied towards the promotion of the objects of the Company set out in Clause 3.1.

3.4 No income or property of the Company will be paid, transferred or distributed, directly or indirectly, by way of dividend, bonus or otherwise to any Member of the Company. However nothing in this Constitution will prevent payment in good faith to a Member:

- (1) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company;
 - (2) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent to the Company; or
 - (3) of reasonable and proper rent for premises leased by any Member to the Company.
- 3.5 No payment shall be made to any Director other than the payment:
- (1) of out of pocket expenses incurred by the Director in the performance of any duty as a Director where the amount payable does not exceed an amount previously approved by the Directors; and
 - (2) for any service rendered to the Company by the Director in a professional or technical capacity, other than in the capacity as Director, where the provision of the service has the prior approval of the Directors and where the amount payable is approved by the Directors and is not more than an amount which would be commercially reasonable for the service.

3.6 *Subject always to the Companies Act, this Constitution may not be altered, unless:

- (1) the proposed amendment(s) have been researched and recommended by a Board appointed Constitution Committee
- (2) the proposed amendment(s) have been approved by the Board for recommendation to a general meeting of the Company members; and
- (3) the proposed amendment(s) have been passed by a special resolution at a general meeting of the Company membership.*

*. * 3.6
Amended by
special
resolution at
AGM of 27
May 2008

3.7 *Special Purpose Funds

- (1) Should any specific contributions or donations of any kind be required by legislation to be contained within a specific fund or be required to have specific rules applicable to that fund, to determine those rules which shall be attached to this Constitution as an Addendum and the rules shall be named accordingly.
- (2) If the fund, authority or institution is wound up or if the endorsement (if any) of the organization as a deductible gift recipient for the operation of the fund, authority or institution is revoked, any surplus assets of the Gift Fund remaining after the payment of liabilities attributable to it, shall be transferred to a fund, authority or institution to which income tax deductible gifts can be made.*

DEFINITIONS AND INTERPRETATION

4. Definitions and Interpretation

- 4.1 In this Constitution, unless there is something in the subject or context which is inconsistent:
- means the Corporations Act 2001 or any statutory modification or re-

- (4) the words “writing” and “written” include any other mode of representing or reproducing works, figures, drawings or symbols in a visible form;
 - (5) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
 - (6) a reference to any Clause or Schedule is to a Clause or Schedule of this Constitution;
 - (7) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it.
- 4.3 An expression used in a particular Part or Division of the Act that is given by that Part or Division a special meaning for the purposes of that Part or Division has, unless the contrary intention appears, in any Clause that deals with a matter dealt with by that Part or Division the same meaning as in that Part or Division.

6. Entrance Fee and Subscription

- 6.1 The annual subscription payable by Members shall be such amount as the Company in general meeting shall from time to time prescribe, however until the Company shall otherwise resolve the annual subscription shall be \$5.00. There will be no Entrance Fee required.
- 6.2 All annual subscriptions shall become due and payable in advance on 1st January in every year.

7. Cessation of Membership

- 7.1 If a Member does not pay an annual subscription within 2 months of its due date then:
- (1) the Board will give the Member written notice of that fact; and
 - (2) if the full amount due is not paid by the Member within 30 days of the date of the notice the Board may declare the Member's membership forfeited. However the Board may reinstate the Member's membership on payment of all arrears if the Board thinks fit to do so.
- 7.2 A Member's membership in the Company will cease if the Member gives the Secretary written notice of resignation and the membership will cease from the date of receipt of that notice by the Secretary.
- 7.3 A Member's membership shall cease if the Member is not eligible to be a Member under the provisions of Clause 5.1 hereof.
- 7.4 The Board shall have power by resolution to censure, fine, suspend or expel any Member from the Company who wilfully refuses or neglects to comply with the provisions of the Constitution, or who is found by the Board to be guilty of any conduct which, in the reasonable opinion of the Board, is unbecoming of a Member or prejudicial to the interests of the Company. The Board must not make such a resolution unless at least one week before the meeting of the Board at which such a resolution is to be considered the Member is given notice of such meeting, of the allegations made against him or her and of the intended resolution. The Member shall, at such meeting and before the passing of such resolution, be given the opportunity of giving orally or in writing, any explanation or defence he or she may think fit. The Member may, by written notice lodged with the Secretary at least twenty-four hours before the appointed time for the meeting at which the resolution is to be considered by the Board, elect to have the question dealt with the Company in general meeting. In that event a general meeting of the Company must be called for that purpose and if at the meeting such a resolution is passed by a majority of two-thirds of those present and voting (such a vote to be taken by ballot), the Member concerned may be censured, fined, suspended or expelled accordingly. Every such meeting of the Board or the Company must be conducted in accordance with the principles of natural justice.
- 7.5 Any Member ceasing to be a Member:
- (1) will not be entitled to any refund (or part refund) of any annual subscription paid;
 - (2) will continue to be liable for any annual subscription and all arrears due and unpaid at the date of their resignation or ceasing to be a Member and for all other monies due by them to the Company and in addition for any sum not exceeding \$100.00 for which they are liable as a Member of the Company under Clause 54.1.

GENERAL MEETINGS

8. Convening of General Meetings

- 8.1 Any two Directors may whenever he thinks fit convene a general meeting of the Company.
- 8.2 A Member shall be entitled to convene a general meeting in accordance with the provisions of the Act.
- 8.3 A general meeting of the Company may be convened at two or more venues using any technology that gives the Members a reasonable opportunity to participate in the meeting.

9. Notice of General Meeting

- 9.1 Subject to consent to shorter notice being given in accordance with the Act, at least 21 days notice of any general meeting must be given specifying:
- (1) the place, day and hour of the meeting;
 - (2) the general nature of any business to be transacted at the meeting;
 - (3) if a special resolution is to be proposed, the details of and intention to propose it;
 - (4) if the meeting is to be held in two or more places the technology that will be used to facilitate this;

(5) any other information required by the Act.

9.2 The accidental omission to give notice of any general meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice will not invalidate the proceedings at or any resolution passed at the meeting.

10. Cancellation or Postponement of General Meeting

10.1 Subject to the provisions of the Act and this Constitution the Directors may cancel a general meeting of the Company:

(1)

purposes of this Constitution to be held at the place where the largest group of participating Directors is assembled or, if no such group is readily identifiable, at the place where the Chairperson of the meeting participates. Any Director may, by prior notice to the Secretary, indicate that he wishes to participate in a meeting in such manner. In this event, the Directors, if they all consent to the meeting being held in the manner referred to in this Clause shall procure that an appropriate conference facility is arranged at the expense of the Company. A Director who has consented to a meeting being held in the manner referred to in this Clause may only withdraw his consent within a reasonable period before the meeting.

40.5 No Director may leave a conference held in accordance with Clause 40.4 by disconnecting his means of communication unless he has previously obtained the express consent of the Chairperson of the meeting. A Director will be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting by telephone or other means of communication unless he has previously obtained the express consent of the Chairperson to leave the conference.

40.6 All resolutions of the Directors passed at a meeting of Directors where a quorum is present but where notice of the meeting has not been given as required to each Director, or any act carried out pursuant to such resolution, shall, provided each Director to whom notice was not given subsequently agrees to waive the same, be as valid as if notice of the meeting had been duly given to all Directors.

41. *Quorum

Until the Directors resolve to the contrary, 5 Directors personally present (or in conference in accordance with Clause 40.4) form a quorum and a quorum must be present at all times during the meeting. A Director who is disqualified from voting on a matter pursuant to Clause 39 shall be counted in the quorum despite that disqualification.*

42. Chairperson

42.1 The Chairperson shall, if present, preside as Chairperson of every meeting of the Directors.

42.2 If a meeting of Directors is held and the Chairperson is not present within 10 minutes after the time appointed for the holding of the meeting or, if the Vice Chairperson is not present or is unwilling to act then the other Directors present must elect one of their number to be Chairperson of the meeting.

- 45.3 The meetings and proceedings of any Committee consisting of more than one person will be governed by the provisions for regulating the meetings and proceedings of the Directors contained in this Constitution.
- 45.4 A minute of all the proceedings and decisions of every Committee shall be made, entered and signed in the same manner in all respects as minutes of proceedings of the Directors are required by the Act and this Constitution to be made entered and signed.

46. Validation of Acts of Directors

46.1 All acts done:

- (1) at any meeting of the Directors; or
- (2) by a Committee; or
- (3) by any person acting as a Director,

shall, even if it is discovered afterwards that there was a defect in the appointment or continuance in office of any such Director or person, or that they or any of them were disqualified or were not entitled to vote, be as valid as if every such person had been duly appointed or had continued in office and was duly qualified to be a Director and had been entitled to vote.

MINUTES

47. Minutes

47.1 The Directors must cause minutes to be kept in accordance with the Act for the purposes of recording:

- (1) the names of the Directors present at each meeting of the Directors and of Directors present at each meeting of any Committee;

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- 49.6 The Board may disband any committee at any time or remove any person other than the Principal and Visitor from a committee as it thinks fit.*

EXECUTION OF DOCUMENTS

50. Execution of Documents

- 50.1 Without limiting the manner in which the Company may execute any contract, including as permitted under the Act, the Company may execute any agreement, deed or other document by:
- (1) two Directors signing the same; or
 - (2) one Director and one Secretary signing the same.
- 50.2 Nothing in this Constitution requires the Company to execute any agreement, deed or other document under common seal for the same to be effectively executed by the Company.

ACCOUNTS AND INSPECTION OF RECORDS

51. Accounts and Inspections

The Directors shall cause proper financial records to be kept and must distribute copies of the financial reports of the Company and a Director's report in accordance with the requirements of the Act and also from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the Company or any of them will be open to the inspection of Members not being Directors.

NOTICES

52. Service of Notices

- 52.1 A notice may be given by the Company to any Member by:
- (1) serving it on the Member personally;
 - (2) sending it by post to the Member or leaving it at the Member's address shown in the Register or otherwise the address supplied by the Member to the Company for the giving of notices;
 - (3) electronic transmissions to the email address supplied by the Member to the Company for the giving of notices; or
 - (4) sending it to the electronic address supplied by the Member to the Company for the giving of notices.
- 52.2 Any Member who has not left at or sent to the Office his place of address for inclusion in the Register as the place at which notices may be given to the Member shall not be entitled to receive any notice.
- 52.3 Where a notice is sent by post, service of the notice shall be taken to be effected by properly addressing, prepaying and posting a letter containing the notice and shall be deemed to have been effected on the day after the date of posting. Service of a notice to a Member outside Australia shall be deemed to have been made in the ordinary course of the post.
- 52.4 Where a notice is sent by electronic transmission or similar means, service of the notice shall be taken to be effected by properly addressing and sending the notice and in such case shall be taken to have been effected on the business day after it is sent.
- 52.5 A notice may be given by the Company to the persons entitled to a share in consequence of the death, unsound mind or bankruptcy of a Member by:
- (1) service on the Member personally;
 - (2) sending it by post addressed to the person by name or by the title of the representative of the deceased or lunatic or the assignee of the bankrupt or by any like description at the address, if any, within Australia supplied for the purpose by the person claiming to be entitled;
 - (3) by giving the notice in any manner in which the same might have been given if the death, lunacy or bankruptcy had not occurred.

52.6 Evidence of service of a notice may be established by proving that the envelope containing the notice and stamped appropriately was properly posted and a certificate given by any Officer of the Company to that effect shall be conclusive evidence of service.

53. Notices of General Meeting

53.1 Subject to Clause 52.2, notice of every general meeting must be given in any manner authorised by this Constitution to:

- (1) every Member; and
- (2) the auditor (if any) for the time being of the Company.

WINDING UP

54. Winding Up

54.1 If the Company is wound up:

- (1) each Member; and

any liability incurred by such person in that capacity (whether in respect of acts or omissions prior to or after the date of the issue of the policy or both) except for:

- (1) a liability arising out of conduct involving a wilful breach of duty in relation to the Company; or
- (2) a contravention of Sections 232(5) or (6) of the Act.

The Directors shall have the discretion to approve the terms and conditions of any such policy of insurance.

56.2 Where an Officer (or former Officer) has the benefit of an indemnity pursuant to an insurance policy in respect of his actions or omissions then the Company shall not be required to indemnify the Officer under Clause 49. except to the extent that the indemnity affected by the insurance policy does not fully cover the persons liability.

57. Indemnity to Continue

57.1 The indemnity granted by the Company contained in Clause 55 shall continue in full force and effect notwithstanding the deletion or modification of that Clause, in respect of acts and omissions occurring prior to the date of the deletion or modification.