

Constitution

Hunter Christian School Limited

ACN 002 510 465

A Company Limited by Guarantee

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1 Definitions and Interpretation

1.1 Definitions

In this Constitution unless a contrary intention appears:

- (a) **ABN** means the Australian Business Number.
- (b) **ACN** means the Australian Company Number.
- (c) **Alternate Director** means a person appointed as an Alternate Director under clause 17.1.
- (d) **ATO means the** Australian Tax Office.
- (e) **Auditor** means the auditor for the time being of the Company.
- (f) **Baptist Union** means the Baptist Union of New South Wales incorporated under the provisions of the *Baptist Union Incorporation Act 1919 (NSW)* being a movement of Baptist congregations in New South Wales and the Australian Capital Territory that are committed to serving together with the vision of impacting their communities for Jesus Christ.
- (g) **Board** means all or some of the Directors acting as a board.
- (h) **Chairperson** means the Chairperson appointed under clause 16.1.
- (i) **Company** means Hunter Christian School Limited being an Australian public company limited by guarantee established under the *Corporations Act 2001 (Cth)* which bears the ABN 39 002 510 465 and the ACN 002 510 465 and the principal place of business of which is located at the corner of Bull and Kerr Streets Mayfield NSW 2304.
- (j) **Company Secretary** means a person appointed as a secretary of the Company and includes an honorary Company Secretary and where appropriate includes an acting Company Secretary and a person appointed by the Directors to perform all or any of the duties of a Company Secretary.
- (k) **Constitution** means this Constitution as amended from time to time and a reference to a clause is a reference to a clause of this Constitution.
- (l) **Corporations Act** means the *Corporations Act 2001 (Cth)*.
- (m) **Director** means a person holding office as Director of the Company.
- (n) **Directors' Committee** means a committee of Directors constituted under clause 12.

- (o) **Ex Officio Directors** means those Directors described in subclause 11.2(b).
- (p) **General Meeting** means a meeting of the Members of the Company.
- (q) **Head of School** means the principal or head teacher of the Hunter Christian School as appointed from time to time.
- (r) **Hunter Christian School** means the school of that name operated by the Company and located at the corner of Bull and Kerr Streets Mayfield NSW 2304.
- (s) **Independent Director** means a Director who is not a Member of the Company as described in subclause 11.2(c).
- (t) **Mayfield Church** means the Mayfield Baptist Church being a constituent congregation of the Baptist Union which bears the ABN 12 753 549 375 the principal place of operation of which is located at Hanbury Street Mayfield NSW 2304.
- (u) **Mayfield Church Attendee** means a person who:
 - (i) is a committed Christian,
 - (ii) is not a Mayfield Church Congregant,
 - (iii) regularly attends the Mayfield Church, and
 - (iv) in support of his application for Membership, provides to the Directors a current letter from the Mayfield Church Executive confirming the requirements of these subclauses above,
- (v) **Mayfield Church Congregant means** a person who is recorded as a registered member of the Mayfield Church as recorded on its membership register.
- (w) **Mayfield Church Executive** means the Church Executive as defined by Mayfield Baptist Church.
- (x) **Member** means a natural person who is entered on the Register of the Company as a Member.
- (y) **Ordinary Resolution** means a resolution which only requires a simple majority to pass (i.e. more than 50% of the Members present at a meeting either in person or by proxy).

- (z) **Pastor** means the ordained minister (if any) responsible for the Mayfield Church as appointed from time to time.
- (aa) **Register** means the register of Members under the Corporations Act and if appropriate includes a branch register.
- (bb) **Registered Office** means the registered office for the time being of the Company.
- (cc) **Related Body Corporate** has the same meaning it has in the Corporations Act.
- (dd) **Representative** means a person appointed to represent a corporate Member at a General Meeting of the Company in accordance with the Corporations Act.
- (ee) **Rule** means a rule made by the Board in accordance with clause 11.15.
- (ff) **Schedule** means a schedule to this Constitution.
- (gg) **School** means any educational institution or activity owned and administered by the Company and includes the Hunter Christian School.
- (hh) **Seal** means the common seal (if any) of the Company.
- (ii) **Special Resolution** means a resolution which requires at least 75% of the votes cast by Members entitled to vote on the resolution.
- (jj) **Statement of Faith** means the document set out in Schedule 1.
- (kk) **Vice-Chairperson** means the Vice-Chairperson appointed under clause 16.1.

1.2 Interpretation

In this Constitution unless the contrary intention appears:

- (a) Words importing any gender include all other genders,
- (b) The singular includes the plural and vice versa,
- (c) A reference to a law includes regulations and instruments made under the law,
- (d) A reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by the State or the Commonwealth of Australia or otherwise,

- (e) A power, an authority or a discretion reposed in a Director, the Directors, the Company in General Meeting or a Member may be exercised at any time and from time to time,
- (f) Where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions or in any other manner approved by the Directors,
- (g) The words **writing** and **written** include printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise,
- (h) A reference to an amount paid on a share includes an amount credited as paid on that share, and
- (i) Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia.

1.3 Signing

Where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions, or in any other manner approved by the Directors.

1.4 Corporations Act

In this Constitution unless the contrary intention appears:

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

1.5 Headings

Headings are inserted for convenience and are not to affect the interpretation of this Constitution.

1.6 Replaceable rules do not apply

The provisions of the Corporations Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Company.

2 Purpose of Company

2.1 Objects

The objects of the Company are:

- (a) 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,
- (b) To establish and maintain the Hunter Christian School and any other educational institution that the Company considers suitable as part of the ministry of the Mayfield Church,
- (c) To ensure that the School and any other educational institutions established by the Company aim for the highest academic standards which shall be based upon:
 - (i) an acceptance of the Lordship of Christ, and
 - (ii) an acceptance of the Bible as the revealed Word of God,as these are defined in the Statement of Faith,
- (d) Within the School and any other educational institutions established by the Company, to provide an education that:
 - (i) fosters self-discipline in the learner while teaching him:
 - (A) to accept the discipline of the Body of Christ,
 - (B) to be obedient to his parents, and
 - (C) to obey the laws of Australia,
 - (ii) caters for the individuality of the learner and stresses the function of the learner as a member of the Body of Christ and of the wider community,
 - (iii) trains the learner in the moral and ethical standards of the Bible and assists him 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 learners for the service of Jesus Christ in the Body of Christ and in the wider community.
- (e) To provide religious services, worship and teaching in conformity with the Statement of Faith.
 - (f) To conduct such educational courses and programmes as the Board from time to time determines,
 - (g) To act as trustee and to perform and discharge the duties and functions incidental thereto where this is incidental or conducive to the attainment of these Objects,
 - (h) To do such other things as are incidental or conducive to the attainment of these Objects, and
 - (i) To do all or any of the things authorised by the Corporations Act.

3 Powers

The Company has the legal capacity and powers of an individual and also has all the powers of a Body Corporate under the Corporations Act.

4 Application of income for Objects only

4.1 Profits

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

- (a) Must be applied solely towards the promotion of the purposes of the Company as set out in clause 2.1, and
- (b) May not be paid or transferred to the Members, in whole or in part, either directly or indirectly by way of dividend, bonus or otherwise.

4.2 Payment in good faith

The above clause does not prevent payment in good faith to a Member, or to a firm of which a Member is a partner:

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

5 Winding up

5.1 Contributions by Members

- (a) Each Member undertakes to contribute to the Company's property if the Company is wound up while they are a Member, or within one (1) year after they cease to be a Member.
- (b) This contribution is for:
 - (i) the payment of the Company's debts and liabilities contracted before they ceased to be a Member,
 - (ii) the costs of winding up, and
 - (iii) the adjustment of the rights of the contributories among themselves.
- (c) The amount is not to exceed \$100.

5.2 Application of property

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

5.3 Revocation of ATO endorsement

(a) Where the Company has been endorsed as a deductible gift recipient as an organisation or in relation to a public fund under Subdivision 30-BA of the *Income Tax Assessment Act 1997* (Cth), then where:

- (i) the Company is wound up, or
- (ii) the fund is wound up, or
- (iii) the endorsement under Subdivision 30-BA of the *Income Tax Assessment Act 1997* (Cth) is revoked,

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

(b) Where the Company operates more than one (1) gift fund for which it is a deductible gift recipient and its endorsement under Subdivision 30-BA of the *Income Tax Assessment Act 1997* (Cth) is revoked only in relation to one (1) of those gift funds then it may transfer any surplus assets of the fund after payment of all liabilities to any other gift fund for which it is endorsed as a deductible gift recipient

6 Membership

6.1 Number of Members

- (a) The minimum number of Members of the Company shall be five (5) or such greater number as the Directors determine from time to time, subject to that number complying with the Corporations Act.
- (b) The Members at the date of adoption of this Constitution and any person the Directors admit to Membership under clause 6.2 are the Members of the Company.
- (c) The Directors may from time to time increase or decrease the maximum number of Members.

6.2 Admission as Member

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

6.3 Membership criteria

- (a) Mayfield Church Congregants and Mayfield Church Attendees who accept the Statement of Faith and declare his commitment to the Company's Objects are eligible to become Members of the Company.
- (b) In order to become a Member of the Company a Mayfield Church Congregant shall:
 - (i) prior to his appointment as a Member (or if a current Member, upon the adoption of this Constitution), sign and return to the Company Secretary a document in a form approved by the Board in which the Mayfield Church Congregant consents in writing to being appointed (or having his/her Membership confirmed) as a Member of the Company, and
 - (ii) be proposed and seconded by existing Members.
- (c) In order to become a Member of the Company a Mayfield Church Attendee shall:
 - (i) prior to his appointment as a Member (or if a current Member, upon the adoption of this Constitution), sign and return to the Company Secretary the following:
 - (A) a document in a form approved by the Board in which the Mayfield Church Attendee consents in writing to being appointed (or having his/her Membership confirmed) as a Member of the Company,
 - (B) a document in a form approved by the Board confirming the support of the Mayfield Church Executive for the Mayfield Church Attendee's application for Membership by confirming that the Mayfield Church Attendee:
 - (1) is a committed Christian, and
 - (2) regularly attends the Mayfield Baptist Church, and
 - (ii) be proposed and seconded by existing Members.
- (d) As soon as practicable after a person becomes a Member, the Company Secretary must enter the Member's name and details in the Register.

6.4 Membership process

- (a) Each application for Membership must be considered by the Directors at the meeting of Directors first occurring after the application is made.
- (b) At that meeting the Directors must determine whether to admit the applicant to Membership of the Company or whether to reject the application.
- (c) When an applicant has been accepted or rejected for Membership the Company Secretary must immediately notify the applicant of the decision of the Directors.

6.5 Directors' discretion to admit or refuse admission as Member

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

6.6 Membership terms

- (a) From the date of adoption of this Constitution, all Membership of the Company shall be renewable every three (3) years.
- (b) At the end of each three (3) year period, each Member must reapply for Membership.

7 Termination of Membership

7.1 Cessation

A Member ceases to be a Member on:

- (a) Death,
- (b) Resignation by written notice to the Company Secretary having immediate effect or with effect from a specified date occurring not more than seven (7) days after the service of the notice,
- (c) Failing to pay any subscription that may be prescribed by the Directors from time to time for a period of twelve (12) months after the subscription was due and payable,
- (d) Failing to continue to fulfil the Membership criteria set out in clause 6.3 because:

- (i) in relation to a Member who was a Mayfield Church Congregant when admitted to Membership of the Company, because he is no longer a Mayfield Church Congregant, or
- (ii) in relation to a Member who was a Mayfield Church Attendee when admitted to Membership of the Company, because he no longer enjoys the support of the Mayfield Church Executive for his Membership of the Company,
- (e) Becoming of unsound mind or a person whose personal estate is liable to be dealt with in any way under a law related to mental health,
- (f) Becoming bankrupt or insolvent or making an arrangement or composition with creditors of a person's joint or separate estate generally,
- (g) Pursuant to clause 7.2 the decision of:
 - (i) the Directors,
 - (ii) the Members in General Meeting by way of a Special Resolution,
- (h) The expiry of the three (3) year term of Membership, unless the Member had applied for and been admitted as a Member for the following term,
- (i) That Member ceasing to be a Director (in such circumstances the Member is able to make a new application for Membership pursuant to clause 6.2 and 6.4), or
- (j) The termination of his appointment as a Director pursuant to clause 11.13.

7.2 Termination

Subject to this Constitution:

- (a) The Directors, or
 - (b) The Members in General Meeting by way of a Special Resolution,
- may at any time terminate the Membership of a Member if the Member:
- (c) Refuses or neglects to comply with this Constitution or any applicable Rules or regulations made by the Directors,
 - (d) Engages in conduct which in the opinion of:
 - (i) the Directors, or

- (ii) the Members in General Meeting by way of a resolution of at least 75% of the Members present at the General Meeting and entitled to vote,

is unbecoming of the Member or prejudicial to the interests of the Company,

- (e) Fails to pay any debt due to the Company for a period of three (3) months after the date for payment (such debt not including a subscription referred to in subclause 7.1(c)),
- (f) Makes statements which are inconsistent with, or contrary to, the statements contained in the Statement of Faith, or

7.3 Termination procedure

- (a) The provisions of clause 22 do not apply to the consideration by the Directors or the Members in General Meeting of a resolution to terminate the Membership of a Member under clause 7.2.
- (b) Before resolving to terminate the Membership of a Member under clause 7.2 the Company must provide to the Member:
 - (i) an opportunity to have a personal discussion with the Chairperson to allow:
 - (A) the relevant issues to be explained to the Member by the Chairperson, and
 - (B) the Member to offer a response to the Company,
 - (ii) at least seven (7) days' notice of the Directors' Meeting or General Meeting at which the resolution for termination of the Membership of the Member is to be put,
 - (iii) a copy of the resolution for termination of the Membership of the Member which is to be provided to the Member at least seven (7) days' prior to the Directors' Meeting or General Meeting at which the resolution for termination is to be put, and
 - (iv) an opportunity for the Member to:
 - (A) attend the Directors' Meeting or General Meeting at which the resolution for termination is to be put, and
 - (B) provide an oral or written explanation or defence to the Directors' Meeting or General Meeting at which the resolution for termination is to be put for consideration by the Directors or

Members (as the case may be) prior to the making of a decision on termination of Membership of the Member.

8 Limited liability

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

9 General Meetings

9.1 Annual General Meetings

Annual General Meetings of the Company are to be held in accordance with the Corporations Act.

9.2 Convening

The Directors may convene and arrange to hold a General Meeting of the Company when they think fit and must do so if required to do so under the Corporations Act.

9.3 Notice

Notice of a General Meeting of the Company must be given in accordance with clause 27 and the Corporations Act.

9.4 Calculation of period of notice

In computing the period of notice for a General Meeting under clause 9.3, both the day on which the notice is given or taken to be given and the day of the General Meeting convened by it are to be disregarded.

9.5 Cancellation or postponement

- (a) Where a meeting of Members (including an Annual General Meeting) is convened by the Directors they may by notice, whenever they think fit, cancel the General Meeting or postpone the holding of the General Meeting to a date and time determined by them.
- (b) This clause 9.5 does not apply to a General Meeting convened in accordance with the Corporations Act by a single Director, by Members, by the Directors on the request of Members or to a General Meeting convened by a Court.

9.6 Notice of cancellation or postponement

Notice of cancellation, postponement or change of place of a General Meeting must state the reason for cancellation or postponement and be given:

- (a) To each Member individually, and
- (b) To each other person entitled to be given notice of a General Meeting of the Members under the Corporations Act.

9.7 Contents of notice of postponement

A notice of postponement of a General Meeting must specify:

- (a) The postponed date and time for the holding of the General Meeting,
- (b) A place for the holding of the General Meeting which may be either the same as or different from the place specified in the notice convening the General Meeting, and
- (c) If the General Meeting is to be held in two or more places, the technology that shall be used to facilitate the holding of the General Meeting in that manner.

9.8 Number of clear days for postponement

The number of clear days from the giving of a notice postponing the holding of a General Meeting to the date specified in that notice for the holding of the postponed General Meeting must not be less than the number of clear days' notice of the General Meeting required to be given by this Constitution or the Corporations Act.

9.9 Business at postponed meeting

The only business that may be transacted at a General Meeting the holding of which is postponed is the business specified in the original notice convening the General Meeting.

9.10 Proxy at postponed meeting

Where by the terms of an instrument appointing a proxy:

- (a) The proxy is authorised to attend and vote at a General Meeting or General Meetings to be held on or before a specified date, and
- (b) The date for holding the General Meeting is postponed to a date later than the date specified in the instrument of proxy,

then, by force of this clause 9.10, that later date is substituted for and applies to the exclusion of the date specified in the instrument of proxy, unless the Member appointing the proxy gives to the Company at its Registered Office notice in writing to the contrary not less than forty-eight (48) hours before the time to which the holding of the General Meeting has been postponed.

9.11 Non-receipt of notice

The non-receipt of notice of a General Meeting or cancellation or postponement of a General Meeting by, or the accidental omission to give notice of a General Meeting or cancellation or postponement of a General Meeting to, a person entitled to receive notice does not invalidate any resolution passed at the General Meeting or at a postponed General Meeting or the cancellation or postponement of a General Meeting.

9.12 Director entitled to notice

A Director is entitled to receive notice of and to attend all General Meetings and is entitled to speak at those General Meetings.

10 Proceedings at General Meetings

10.1 Reference to Member

Unless a contrary intention appears, a reference to a Member in this clause 10.1 means a person who is a Member or a proxy of that Member.

10.2 Number for quorum

- (a) Subject to clause 10.1, thirty (30) percent of the current number of Members (or in case of an uneven number the number nearest to thirty (30) percent) present in person or by proxy is a quorum at a General Meeting.
- (b) In determining whether a quorum is present, each individual attending as a proxy is to be counted, except that:
 - (i) where a Member has appointed more than one (1) proxy, only one (1) is to be counted, and
 - (ii) where an individual is attending both as a Member and as a proxy, that individual is to be counted only once.

10.3 Quorum

- (a) An item of business may not be transacted at a General Meeting unless a quorum is present when the General Meeting proceeds to consider it.
- (b) If a quorum is present at the time the first item of business is transacted at a General Meeting, it is taken to be present when the General Meeting proceeds to consider each subsequent item of business unless the Chairperson of the General Meeting (on the Chairperson's own motion or at the request of a Member or proxy who is present) declares otherwise.

10.4 If quorum not present

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

- (a) If convened by a Director or at the request of Members, is dissolved, and
- (b) In any other case, stands adjourned to the same day in the next week and the same time and place, or to such other day, time and place as the Directors appoint by notice to the Members and others entitled to notice of the General Meeting.

10.5 Quorum at adjourned meeting

- (a) At a General Meeting adjourned under subclause 10.4(b), two (2) persons each being a Member or proxy present at the General Meeting are a quorum.
- (b) If a quorum is not present within fifteen (15) minutes after the time appointed for the adjourned General Meeting, the General Meeting is dissolved.

10.6 Appointment and powers of Chairperson as chair

If the Directors have elected one (1) of their number as Chairperson of their meetings, that person is entitled to preside as chair at a General Meeting.

10.7 Absence of chair

If a General Meeting is held and:

- (a) A Chairperson has not been elected by the Directors, or
- (b) The elected Chairperson is not present within fifteen (15) minutes after the time appointed for the holding of the General Meeting or is unable or unwilling to act,

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

- (c) The Vice-Chairperson if a Director has been so elected by the Directors, or
- (d) A Director or Member elected by the Members present to preside as chair of the General Meeting.

10.8 Conduct

- (a) The chair of a General Meeting:
 - (i) has charge of the general conduct of the General Meeting and of the procedures to be adopted at the General Meeting,
 - (ii) may require the adoption of any procedure which is, in the chair's opinion, necessary or desirable for proper and orderly debate or discussion and the proper and orderly casting or recording of votes at the General Meeting, and
 - (iii) may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever the chair considers it necessary or desirable for the proper conduct of the General Meeting.
- (b) A decision by the chair of the General Meeting under this clause 10.8 is final.

10.9 Adjournment

- (a) The chair of a General Meeting may at any time during the General Meeting adjourn the General Meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the General Meeting either to a later time at the same General Meeting or to an adjourned General Meeting at any time and any place, but:
 - (i) in exercising the discretion to do so, the chair may, but need not, seek the approval of the Members present in person or by proxy, and
 - (ii) only unfinished business is to be transacted at a General Meeting resumed after an adjournment.
- (b) Unless required by the chair, a vote may not be taken or demanded by the Members present in person or by proxy in respect of any adjournment.

10.10 Notice of adjourned Meeting

It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned General Meeting unless a General Meeting is adjourned for one (1) month or more. In that case, notice of the adjourned General Meeting must be given as in the case of an original General Meeting.

10.11 Questions decided by majority

Subject to the requirements of the Corporations Act, a resolution is taken to be carried at a General Meeting if a simple majority of the votes cast on the resolution are in favour of it.

10.12 Equality of votes – no casting vote for chair

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

10.13 Voting on show of hands

- (a) At any General Meeting a resolution put to the vote of the General Meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.
- (b) A declaration by the chair of a General Meeting that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact. Neither the chair nor the minutes need state and it is not necessary to prove the number or proportion of the votes recorded in favour of or against the resolution.

10.14 Poll

If a poll is demanded at a General Meeting:

- (a) It must be taken in the manner and at the date and time directed by the chair and the result of the poll is the resolution of the General Meeting at which the poll was demanded,
- (b) On the election of a chair or on a question of adjournment, it must be taken immediately,
- (c) The demand may be withdrawn, and

- (d) The demand does not prevent the continuance of the General Meeting for the transaction of any business other than the question on which the poll has been demanded.

10.15 Votes of Members

At a General Meeting:

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

10.16 Right to appoint proxy

- (a) Subject to the Corporations Act, a Member entitled to attend a General Meeting is entitled to appoint another person (whether a Member or not) as proxy to attend in the Member's place at the General Meeting.
- (b) A proxy has the same right as the Member to speak and vote at the General Meeting and may be appointed in respect of more than one (1) General Meeting.
- (c) The instrument appointing a proxy must be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised. The instrument appointing a proxy 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. The proxy may vote as he thinks fit unless otherwise instructed.
- (d) No Member, and no other person, may hold and vote in accordance with more than three (3) proxies.
- (e) The instrument appointing a proxy may be in the form set out in Schedule 2 to this Constitution.
- (f) The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially-certified copy of that power or authority shall be deposited at the registered office of the

Company, or at such other place within the State as is specified for that purpose in the notice convening the meeting, not less than forty-eight (48) hours before the time for holding the General Meeting or adjourned General Meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

- (g) A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, if no notice in writing of such death unsoundness of mind or revocation as aforesaid has been received by the Company at the registered office by 5pm on the day before the commencement of the General Meeting or adjourned General Meeting at which the instrument is used.

10.17 Validity of vote in certain circumstances

Unless the Company has received written notice of the matter before the start or resumption of the General Meeting at which a person votes as a proxy, attorney or Representative, a vote cast by that person is valid even if, before the person votes:

- (a) The appointing Member dies, or
- (b) The Member revokes the appointment or authority.

10.18 Objection to voting qualification

- (a) An objection to the right of a person to attend or vote at a General Meeting or an adjourned General Meeting:
 - (i) may not be raised except at that General Meeting or adjourned General Meeting, and
 - (ii) must be referred to the chair of the General Meeting, whose decision is final.
- (b) A vote not disallowed under the objection is valid for all purposes.

11 Directors

11.1 Number of Directors

The number of Directors shall be such a number between four (4) and eight (8) or such greater number as the Directors shall determine from time to time, subject to that number complying with the Corporations Act.

11.2 Composition

- (a) Of the number of Directors referred to in clause 11.1 not more than six (6) Directors shall be elected or appointed by the Members of the Company.
- (b) The Board shall also comprise two (2) Ex Officio Directors who are not required to be elected, namely:
 - (i) the Pastor as appointed from time to time (if any), and
 - (ii) the Head of School as appointed from time to time.
- (c) Of the number of Directors referred to in clause 11.2 (a) the Board may include up to one (1) Independent Director elected or appointed by the Members of the Company who is not themselves a Member of the Company. This Independent Director shall:
 - (i) be a committed Christian,
 - (ii) be a regular attendee of a local church.
 - (iii) sign and return to the Company Secretary a document in a form approved by the Directors in which he declares his commitment to:
 - (A) the Objects, and
 - (B) the Statement of Faith,
 - (iv) provide to the Company Secretary a document in a form approved by the Directors confirming compliance with the requirements of subclauses 11.2(c)(i) to 11.2(c)(iii) above. This shall be obtained from the senior pastor or equivalent of his local church.

11.3 Election or appointment

- (a) After the date on which the Company adopts this Constitution, and prior to his election or appointment, each Director to be elected or appointed must be a Member of the Company unless he is an Independent Director appointed or elected under subclause 11.2(c).

- (b) The Directors shall have the power at any time, and from time to time, to appoint any Member as a Director of the Company either to fill a casual vacancy or in addition to the existing Directors so that the total number of Directors must not at any time exceed the number fixed in accordance with this Constitution. Any Director so appointed must have first complied with the requirements of subclause 11.3(a).
- (c) The Company may, at a General Meeting at which a Director retires or otherwise vacates office, by resolution fill the vacated office by electing a person to that office.

11.4 Election of officers

The Directors shall elect those officers with such frequency as the Directors from time to time determine.

11.5 Removal

The Members may by Ordinary Resolution remove any Director before the expiration of that Director's period of office and may by an Ordinary Resolution appoint another person in the place of that Director.

11.6 Change of number

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

11.7 Rotation

- (a) With the exception of Ex Officio Directors and any Independent Director, at each Annual General Meeting half of the Directors for the time being, or, if their number is not two (2) nor a multiple of two (2), then the number nearest one half, and any other Director who has held office for two (2) years or more since last being elected, must retire from office.
- (b) Any Independent Director appointed under subclause 11.2(c) must retire from office at each Annual General Meeting.
- (c) In determining the number of Directors to retire, account is not to be taken of a Director who only holds office until the conclusion of the meeting in accordance with clause 11.9.
- (d) The Directors to retire at any Annual General Meeting in accordance with this clause must be those who have been longest in office since their last election, but, as between persons who were last elected as Directors on the

same day, those to retire must be determined by lot, unless they otherwise agree among themselves.

11.8 Election process

In relation to an election in clause 11.7:

- (a) Candidates may be eligible for election on the basis of:
 - (i) Nomination by the Board, or
 - (ii) Nomination by a Member of the Company by written submission (endorsed with the person's consent) to the Board at least 28 days prior to the date of the election.
- (b) All voting for election of Directors shall be by ballot, or by lot, in accordance with this clause.
- (c) Two (2) scrutineers shall be elected from the Members present. The scrutineers are entitled to vote.
- (d) The scrutineers shall:
 - (i) take reasonable steps to satisfy themselves regarding the integrity of the ballot,
 - (ii) eliminate any invalid or informal votes,
 - (iii) count the ballot, and
 - (iv) check by draw any lot.
- (e) Members may vote for not more than four (4) candidates at each ballot referred to in this clause
- (f) The names of those candidates will be submitted to a one and only ballot, and any candidate who receives an absolute majority of votes of the Members present and voting at the meeting, shall be declared elected.
- (g) If there is an equality of votes for candidates receiving an absolute majority of votes of the Members present and voting, and a choice needs to be made between two (2) or more equal candidates, then the chairperson of the meeting may decide the successful candidate or candidates, by lot.

11.9 Office held until conclusion of meeting

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

11.10 Casual vacancy or additional Director

- (a) The Directors may at any time appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, provided the total number of Directors does not exceed the maximum number determined in accordance with clause 11.1.
- (b) A Director appointed under this clause holds office until the conclusion of the next Annual General Meeting of the Company but is eligible for election at that Annual General Meeting.

11.11 Remuneration

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

11.12 Expenses

- (a) A Director is entitled to be reimbursed out of the funds of the Company for such reasonable travelling, accommodation and other expenses as the Director may incur when travelling to or from meetings of the Directors or a Committee or when otherwise engaged on the business of the Company.
- (b) Any payment to a Director must be approved by the Directors.

11.13 Vacation of office

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

- (a) Becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health,
- (b) Resigns from the office by notice in writing to the Company,
- (c) Becomes insolvent or bankrupt, compounds with his creditors, or assigns his estate for the benefit of his creditors,
- (d) Is absent personally or by proxy or Alternate Director at three (3) successive meetings of the Directors without leave of absence from the Directors,
- (e) Becomes prohibited for being a Director by reason of any order of any court of competent jurisdiction,
- (f) Ceases to subscribe without reservation to the Statement of Faith, or
- (g) Ceases to be a Member of the Company except in the case of an Independent Director.

11.14 Powers and duties

- (a) Directors to manage Company
 - (i) The Directors are to manage the business of the Company and may exercise all the powers of the Company that are not, by the Corporations Act or by this Constitution, required to be exercised by the Company in General Meeting.
 - (ii) The Directors shall cause the Company and any institution operated by it (including the Hunter Christian School) to be conducted in accordance with the Objects and the Statement of Faith.

- (b) Specific powers

Without limiting the generality of subclause 11.14(a), and subject to any trusts relating to the assets of the Company and subclause 11.14(c), the Directors may exercise all the powers of the Company to borrow or raise money, to charge any property or business of the Company, and to give any security for a debt, liability or obligation of the Company or of any other person.

- (c) Power to dispose real property

Any real property owned by the Company may only be sold, transferred or assigned with the prior approval of Members in General Meeting.

11.15 Rules

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

11.16 Appointment of attorney

- (a) The Directors may, by power of attorney, appoint any person to be the attorney of the Company for the purposes and with the powers, authorities and discretions held by the Directors for the period and subject to the conditions that they think fit.
- (b) A power of attorney granted under clause 11.16 may contain any provisions for the protection and convenience of persons dealing with the attorney that the Directors think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

11.17 Substitute to Pastor

- (a) The Pastor may appoint a Member of the Company, being a Mayfield Church pastoral team member, as a substitute to exercise his powers as a member of the Board for a specified period.
- (b) The Pastor may terminate the substitute's appointment at any time.
- (c) An appointment or its termination must be in writing. A copy must be given to the Company.

12 Directors' Committees

- (a) The Directors may delegate any of their powers, other than powers required by law to be dealt with by Directors as a board, to a Directors' Committee or Directors' Committees consisting of such one (1) or more of their number as they think fit.
- (b) A Directors' Committee to which any powers have been delegated under clause 12 must exercise those powers in accordance with any directions of the Directors. A power so exercised is taken to have been exercised by the Directors.

13 Powers of delegation

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

14 Directors' Meetings

14.1 Purpose and convening

- (a) The Directors may meet together for conducting business, adjourn and otherwise regulate their Directors' Meeting as they think fit.
- (b) A Director may at any time, and the Company Secretary must on the written request of a Director, convene a Directors' Meeting.
- (c) A Directors' Meeting may be held by the Directors communicating with each other by any technological means by which they are able simultaneously to hear each other and participate in discussion.

- (d) The Directors need not all be physically present in the same place for a Directors' Meeting to be held.
- (e) A Director who participates in a meeting held in accordance with this clause is deemed to be present and entitled to vote at the meeting.

14.2 Quorum

- (a) At a Directors' Meeting, the number of Directors whose presence in person is necessary to constitute a quorum is as determined by the Directors, and, unless so determined, is one half of the Directors holding office, or if there is an odd number of Directors, then the majority of Directors holding office. Additionally, at least half of the Directors present must be Members of the Company.
- (b) The continuing Directors may act despite a vacancy in their number. If their number is reduced below the minimum fixed by clause 11.1, the continuing Directors may, except in an emergency, act only for the purpose of filling vacancies to the extent necessary to bring their number up to that minimum or to convene a General Meeting.

14.3 Chair

- (a) The Chairperson or, in his absence, the Vice-Chairperson shall chair all Directors' Meeting.
- (b) If at any Directors' Meeting neither the Chairperson or, in his absence, the Vice-Chairperson is present within ten (10) minutes after the time appointed for holding the Directors' Meeting, the Directors present shall choose one (1) of their number to act as chair of the Directors' Meeting.

14.4 Voting

- (a) A question arising at a Directors' Meeting is to be decided by a majority of votes of Directors present and entitled to vote, and that decision is for all purposes a decision of the Directors.
- (b) In the case of an equality of votes, the chair of the Directors' Meeting does not have a casting vote in addition to his deliberative vote.

14.5 Convening Special Directors' Meetings

- (a) Upon the written requisition of any two (2) Directors, the Chairperson or, in his absence, the Vice-Chairperson, or in their absence the Company Secretary, must convene a Special Directors' Meeting to be held within fourteen (14) days after the receipt of the requisition.

- (b) The requisition must set out the purpose for which the Special Directors' Meeting is required.

14.6 Directors' Resolutions without Directors' Meetings

- (a) If all the Directors 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 Directors' Meeting held on the day on which the document was last signed by a Director.
- (b) For the purposes of subclause 14.6 (a) two (2) or more identical documents, each of which is signed by one (1) or more Directors, together constitute one (1) document signed by those Directors on the days on which they signed the separate documents.
- (c) Any document referred to in this clause 14.6 may be in the form of electronic mail or facsimile transmission.
- (d) The minutes of a Directors' Meeting shall record that a Directors' Meeting was held in accordance with this clause 14.6.
- (e) This clause 14.6 also applies to Directors' Committee Meetings as if all members of the Directors' Committee were Directors.

14.7 Alternate Director or proxy and voting

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

14.8 Material personal interests

- (a) Unless permitted by the Corporations Act, a Director who has a material personal interest in a matter that is to be considered at a Director's Meeting:
 - (i) must not vote on the matter or be present while the matter is being considered at the Director's Meeting, and
 - (ii) must not be counted in a quorum in relation to that matter.
- (b) Subclause 14.8(a) does not apply to an interest that the Director has as a Member of the Company in common with other Members of the Company.

- (c) The quorum for consideration at a Directors' Meeting of a matter in which one (1) or more Directors have a material personal interest is three (3) Directors who are entitled to vote on any motion that may be moved at the Directors' Meeting in relation to that matter.
- (d) Each Director must disclose to the Company any material contract in which he is interested and must provide the Company with the name of the parties to the contract, particulars of the contract and his interest in the contract.
- (e) A failure by a Director to make disclosure under this clause 14.8 does not render void or voidable a contract in which he has an interest.

14.9 Confidentiality

Every Director and other agent or officer of the Company must keep confidential all aspects of transactions of the Company, except:

- (a) To the extent necessary to enable the person to perform his duties of the Company,
- (b) As required by law,
- (c) When requested by the Directors to disclose information to the Auditors or a General Meeting of the Company,
- (d) As otherwise permitted by the Directors.

15 Appointment of employees

15.1 Hunter Christian School – Head of School

- (a) The Directors shall appoint the Head of School for such a term at such remuneration and upon such conditions as they think fit.
- (b) The Head of School shall:
 - (i) be a committed Christian,
 - (ii) be a Mayfield Church Attendee or a Mayfield Church Congregant,
 - (iii) prior to his appointment as Head of School (or if the current Head of School, upon the adoption of this Constitution), sign and return to the Company Secretary a document in a form approved by the Directors in which he declares his commitment to:
 - (A) the Objects, and

- (B) the Statement of Faith,
- (iv) prior to his appointment as Head of School (or if the current Head of School, upon the adoption of this Constitution), provide to the Company Secretary a document in a form approved by the Directors indicating the support of the Mayfield Church Executive for his employment as Head of School by confirming his compliance with the requirements of subclauses 15.1 (b) (i) to 15.1 (b) (iii) above.
- (c) The Directors may by resolution appoint a Head of School who cannot meet the requirement 15.1 (b) (ii) and 15.1 (b) (iv). In such cases, the Directors shall put in place procedures to ensure that the Head of School:
 - (i) Regularly attends a local church.
 - (ii) Prior to his appointment as Head of School (or if the current Head of School, upon the adoption of this Constitution), provide to the Company Secretary a document in a form approved by the Directors indicating the support of his local church executive for his employment as Head of School by confirming his compliance with the requirements of subclauses 15.1 (b) (i) and 15.1 (b) (iii) above.
 - (iii) Periodically attend Mayfield Baptist Church.

15.2 Other staff

The Directors shall put in place procedures to ensure that all staff, (including other staff of the Hunter Christian School),

- (a) Are committed Christians,
- (b) Regularly attend a local church, and
- (c) Prior to their appointment (or if already so appointed, upon the adoption of this Constitution) sign and return to the Company Secretary a document in a form approved by the Directors in which they declare their commitment to:
 - (i) the Objects, and
 - (ii) the Statement of Faith.

16 Chairperson and Vice-Chairperson

16.1 Election of Chairperson

The Directors may elect from their number a Chairperson and a Vice-Chairperson of their Directors' Meetings and may also determine the period for which the persons elected as Chairperson and Vice-Chairperson to hold office. The Chairperson and Vice-Chairperson must be a Member of the Company and not an Ex-Officio or Independent Director of the Company.

16.2 Absence of Chairperson at Directors' Meeting

If a Directors' Meeting is held and:

- (a) A Chairperson has not been elected under clause 16.1, or
- (b) The Chairperson is not present within ten (10) minutes after the time appointed for the holding of the Directors' Meeting or is unable or unwilling to act,

then the Vice-Chairperson, if elected under clause 16.1, must be the chair of the Directors' Meeting or, if the Vice-Chairperson is not present, the Directors present must elect one (1) of their number to be chair of the Directors' Meeting.

16.3 No casting vote for chair at Directors' Meeting

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

17 Alternate Directors

17.1 Appointment

- (a) Subject to the Corporations Act, with the approval of the Directors, a Director may appoint a person to be an Alternate Director in the Director's place during such period as the Director thinks fit.
- (b) Subject to the Corporations Act, an appointment of an Alternate Director must be effected by a notice in writing signed by the Director who makes or made the appointment, and delivered to the Company.

17.2 Notice of Directors' Meetings

An Alternate Director is entitled to notice of all Directors' Meeting and, if the appointor does not participate in a Directors' Meeting, the Alternate Director is entitled to participate and vote in the appointor's place.

17.3 Powers

An Alternate Director may exercise all the powers of the appointor except the power to appoint an Alternate Director and, subject to the Corporations Act, may perform all the duties of the appointor except to the extent that the appointor has exercised or performed them.

17.4 Responsibility for own acts and defaults

Whilst acting as a Director, an Alternate Director:

- (a) Is an officer of the Company and not the agent of the appointor, and
- (b) Is responsible to the exclusion of the appointor for the Alternate Director's own acts and defaults.

17.5 Remuneration

An Alternate Director is not entitled to receive from the Company any remuneration or benefit.

17.6 Termination of appointment

- (a) The appointment of an Alternate Director may be terminated at any time by the appointor even if the period, if any, of the appointment of the Alternate Director has not expired, and terminates in any event if the appointor ceases to be a Director.
- (b) The termination of an appointment of an Alternate Director must be effected by a notice in writing signed by the Director who made the appointment and delivered to the Company.

17.7 Alternate Director and number of Directors

An Alternate Director is not to be taken into account separately from the appointor in determining the number of Directors.

18 Directors' Committees

18.1 Chair of Directors' Committee meetings

- (a) The members of a Directors' Committee may elect one (1) of their number as chair of their Directors' Committee meetings.
- (b) If a Directors' Committee meeting is held and:
 - (i) a chair of the Directors' Committee has not been elected, or
 - (ii) the chair of the Directors' Committee is not present within ten (10) minutes after the time appointed for the holding of the Directors' Committee meeting or is unable or unwilling to act,then the members of the Directors' Committee may elect one (1) of their number to be chair of the Directors' Committee meeting.

18.2 Adjourning Directors' Committee meetings

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

18.3 Determination of questions at Directors' Committee meetings

- (a) Questions arising at a Directors' Committee meetings are to be determined by a majority of votes of the members of the Directors' Committee present and voting.
- (b) In the event of an equality of votes, the chair of the Directors' Committee meeting does not have a casting vote.

19 Circulating resolutions

- (a) The Directors may pass a resolution without a Directors' Meeting being held if all of the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.
- (c) The resolution is passed when the last Director signs.

20 Validity of acts of Directors

All acts done at a Directors' Meeting or of a Directors' Committee meeting, or by a person acting as a Director are, even if it is afterwards discovered that:

- (a) There was a defect in the appointment or continuance in office of a person as a Director or of the person so acting, or
 - (b) A person acting as a Director was disqualified or was not entitled to vote,
- as valid as if the relevant person had been duly appointed or had duly continued in office and was qualified and entitled to vote.

21 Company Secretary

21.1 Appointment

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

21.2 Suspension and removal

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

21.3 Powers, duties and authorities

- (a) A Company Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, as determined by the Directors.
- (b) The exercise of those powers and authorities and the performance of those duties by a Company Secretary are subject at all times to the control of the Directors.

22 Dispute resolution

22.1 Handling a dispute

Where there is a dispute, grievance or other disagreement between a Member and the Company, whether arising out of the application of these rules or otherwise (**Dispute**), then either must, prior to the commencement of any proceedings in a Court or Tribunal or before any authority or board, notify the other in writing of the nature of the Dispute, and the following must occur:

- (a) The Member and the Company must in the period fourteen days from the service of the notice of the Dispute (**Initial Period**) use their best endeavours to resolve the Dispute.
- (b) If the Company and the Member are unable to resolve the Dispute within the Initial Period, then the Dispute must be referred for mediation to a mediator agreed by the Member and the Company.
- (c) If the disputants are unable to agree on a mediator within seven (7) days of the Initial Period, the Member or the Company may request the President of LEADR to nominate a mediator to whom the dispute shall be referred.
- (d) The costs of the mediation shall be shared equally between the Member and the Company.
- (e) Where:
 - (i) the party receiving the notice of the Dispute fails to attend the mediation required by clause 22.1(b), or
 - (ii) the mediation has not occurred within six (6) weeks of the date of the notice of the Dispute, or
 - (iii) the mediation fails to resolve the Dispute,then the party serving the notice of Dispute shall be entitled to commence any proceedings in a Court or Tribunal or before any authority or board in respect of the Dispute.
- (f) The procedure in this clause 22 shall not apply in respect of proceedings for urgent or interlocutory relief.

23 Documents

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

- (a) Two (2) Directors,
- (b) A Director and the Company Secretary, or
- (c) Such other persons as the Directors by resolution appoint from time to time.

24 Accounts

The Directors must cause proper accounting and other records to be kept and must distribute copies of every profit and loss account and balance sheet (including every document required by law to be attached thereto) accompanied by a copy of the Auditor's report thereon as required by the Corporations Act, provided, however, that the Directors must cause to be made out and laid before each Annual General Meeting a balance sheet and profit and loss account made up to date not more than six (6) months before the date of the Annual General Meeting.

25 Common seal

25.1 Safe custody

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

25.2 Use

If the Company has a common seal or duplicate common seal:

- (a) It may be used only by the authority of the Directors, or of a committee authorised by the Directors to authorise its use, and
- (b) Every document to which it is affixed must be signed by a Director and be countersigned by another Director, a Company Secretary or another person appointed by the Directors to countersign that document or a class of documents in which that document is included.

26 Inspection of records

26.1 Inspection by Members

Subject to the Corporations Act, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the accounting records and other documents of the Company or any of them shall be open to inspection by the Members (other than Directors).

26.2 Right of a Member to inspect

A Member (other than a Director) does not have the right to inspect any document of the Company except as provided by law or authorised by the Directors or by the Company in General Meeting.

27 Service of documents

27.1 Document includes notice

In this clause 27, a reference to a document includes a notice.

27.2 Methods of service

- (a) The Company may give a document to a Member:
 - (i) personally,
 - (ii) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member, or
 - (iii) by sending it to a fax number or electronic address nominated by the Member.
- (b) A document sent by post:
 - (i) if sent to an address in Australia, may be sent by ordinary post, and
 - (ii) if sent to an address outside Australia, must be sent by airmail, and
 - (iii) in either case is taken to have been received on the day after the date of its posting.
- (c) If a document is sent by fax or electronic transmission, delivery of the document is taken:
 - (i) to be effected by properly addressing and transmitting the electronic transmission, and
 - (ii) to have been delivered on the day following its transmission.

27.3 Evidence of service

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

28 Indemnity

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

- (a) Every liability incurred by the person in that capacity (except a liability for legal costs), and
- (b) All legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity,

except to the extent that:

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

29 Insurance

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

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

30 Directors' liability insurance

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

- (a) A wilful breach of duty in relation to the Company, or
- (b) A contravention of subsections 232(5) or (6) or any other provision of the Corporations Act.

31 Contract

- (a) The Company may enter into an agreement with a person referred to in clauses 28, 29 and 30 with respect to the matters covered by these clauses.
- (b) An agreement entered into pursuant to this clause may include provisions relating to rights of access to the books of the Company conferred by the Corporations Act or otherwise by law.

32 Accounts

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

Schedule 1

Statement of Faith

- (a) We believe in the Divine inspiration, the infallibility and supreme authority of the Old and New Testaments in their entirety and that the Holy Spirit so moved the writers that what they wrote are authoritative statements of truth, and are the basis of faith, belief and conduct for this Christian community.
- (b) We believe there is one God in whom there are three equal Divine Persons revealed as the Father, the Son and the Holy Spirit and who of His own sovereign Will created the heavens, the earth and all that is contained within the Universe.
- (c) We believe the Lord Jesus Christ is the eternally existing only begotten Son of the Father conceived by the Holy Spirit and born of the Virgin Mary. As God, He became flesh and dwelt among us, as man, He was God.
- (d) We believe all humanity are in a fallen, sinful and lost condition through the rebellion of Adam and Eve who were created without sin and in this state of depravity are helpless to save themselves and are under the condemnation of God to eternal punishment in Hell.
- (e) We believe that salvation from the penalty and consequences of sin is found only in and through the substitutionary atoning death and resurrection of the Lord Jesus Christ.
- (f) We believe it is the Holy Spirit alone who convicts humanity of sin. We believe it is His work to lead people to repentance, creates faith within them and regenerates and fills those who believe in the Lord Jesus Christ as Lord. It is the indwelling Spirit who bestows the Gifts of the Spirit and manifests the fruits of the Spirit in the believer.
- (g) We believe Christ died for our sins, was buried and on the third day rose from the dead, that He appeared to men and women who touched Him and knew His bodily presence. We believe He ascended to heaven to His father.
- (h) We believe the Lord Jesus Christ will return in person with His saints and that the full consummation of the Kingdom of God awaits His return.
- (i) We believe those who have been regenerated by the Holy Spirit will receive a resurrection body at the return of Jesus Christ and be forever with the Lord while those who have not believed in Jesus as Lord and Saviour will be resurrected to stand at the Judgment Seat of God to receive His judgment and eternal condemnation to Hell.

- (j) We believe in the actual existence of Satan who is the father of all evil and opposed to God. We believe Satan is ultimately subject to the purposes of God and destined, along with his demons, to eternal confinement in Hell.
- (k) We believe the Church is the Body of Christ composed of all believers in the Lord Jesus Christ which finds its visible manifestation in the local community of believers and ministers through the cooperative exercise of God-given gifts by the entire membership. Each local community of believers is competent under Christ as Head of the Church to order its life without interference from any civil authority.
- (l) We believe in honouring marriage as an institution created by God as the foundation for lifelong faithful union of a man and a woman.
- (m) We interpret and apply this statement of faith as conservative, protestant, evangelical Christians.

Schedule 2

Appointment of Proxy

Hunter Christian School Limited

I/We _____

being a member/members of the abovenamed Company hereby appoint

of _____

or, in his or her absence

of _____

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

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

SIGNED _____

NAME _____

DATED _____

To be inserted if desired

* Strike out whichever is not desired