



Melbourne **Montessori** School

CONSTITUTION

May 2015

Caulfield Campus

6 Roselea Street
Caulfield South VIC 3162
Australia

T: +61 3 9528 4478
F: +61 3 9528 4031
E: admin@mms.vic.edu.au
W: melbournemontessori.vic.edu.au/

Brighton Campus

741 Hawthorn Road
Brighton East VIC 3187
Australia



TABLE OF CONTENTS

PART I – OBJECTS, POWERS AND INTERPRETATION.....	1
1. NAME OF THE SCHOOL	1
2. OBJECTS OF THE SCHOOL.....	1
3. POWERS OF THE SCHOOL.....	1
4. INTERPRETATION	1
PART II – MEMBERSHIP	3
5. MEMBERS	3
6. SUBSCRIPTIONS AND FEES.....	3
7. REGISTER OF MEMBERS.....	3
8. EFFECT OF MEMBERSHIP	4
9. DISCONTINUANCE OF MEMBERSHIP	4
10. DISCIPLINE OF MEMBERS.....	5
PART III – GENERAL MEETINGS	5
11. GENERAL MEETINGS	5
12. NOTICE OF GENERAL MEETING.....	5
13. BUSINESS	6
14. SPECIAL GENERAL MEETINGS	6
15. PROCEEDINGS AT GENERAL MEETINGS	7
16. PROXIES AND POSTAL BALLOT	9
PART IV – THE BOARD.....	10
17. POWERS OF THE BOARD.....	10
18. COMPOSITION OF THE BOARD	10
19. ELECTION OF ELECTED DIRECTORS	11
20. APPOINTMENT OF APPOINTED DIRECTORS.....	12
21. VACANCIES OF BOARD MEMBERS	12
22. MEETINGS OF THE BOARD	13
23. CONFLICTS	15
24. COMPANY SECRETARY.....	16
PART V – MISCELLANEOUS.....	16
25. DELEGATIONS.....	16
26. BY-LAWS	17



27. RECORDS AND ACCOUNTS	18
28. APPLICATION OF INCOME.....	18
29. WINDING UP	19
30. NOTICE	19
31. SEAL	20
32. ALTERATION OF CONSTITUTION	20
33. INDEMNITY	20

CORPORATIONS ACT (2001) (CTH)
COMPANY LIMITED BY GUARANTEE

CONSTITUTION
OF
MELBOURNE MONTESSORI SCHOOL LIMITED
(“Constitution”)

PART I – OBJECTS, POWERS AND INTERPRETATION

1. NAME OF THE SCHOOL

The name of the company is Melbourne Montessori School Limited (“**the School**”).

2. OBJECTS OF THE SCHOOL

The School is a not-for-profit organisation and is established solely to:

- (a) establish schools (primary and/or secondary grades), kindergartens, pre-schools or child minding centres or other educational establishments;
- (b) promote the teaching methods and philosophy of Maria Montessori or other such methods as may be considered suitable for the education and advancement of the children attending such establishments; and
- (c) undertake and or do all such things or activities as are necessary, incidental or conducive to the advancement of the objects.

3. POWERS OF THE SCHOOL

Solely for furthering the objects set out above, the School has the legal capacity and powers set out under section 124 of the Act.

4. INTERPRETATION

4.1 Definitions

In this Constitution unless the contrary intention appears “**Act**” means the *Corporations Act 2001* (Cth).

“**Board**” means the body consisting of the Directors under **Rule 18**.

“**By-Law**” means any by-law, regulation or policy made by the Board under **Rule 26**.

“**Company Secretary**” means the person appointed to perform the duties of a company secretary of the School.

“**Director**” means a member of the Board elected or appointed in accordance with this Constitution and includes the Elected Directors and the Appointed Directors.



“**Appointed Director**” means a Director appointed under **Rule 20**.

“**Elected Director**” means a Director elected under **Rule 19**.

“**Enrolment Period**” is the period of time which commences on the day a child is first entitled to attend the School and concludes on the day following a child’s final day of attendance at the School.

“**General Meeting**” means the Annual General Meeting or any Special General Meeting of the School.

“**Intellectual Property**” means all rights or goodwill subsisting in copyright, business names, names, trademarks (or signs), logos, designs, patents or service marks (whether registered or registrable) relating to the School or any event or activity of or conducted, promoted or administered by the School.

“**Member**” means the parent of a child or children enrolled in a school or other educational establishment operated by the School and who qualifies for membership under **Rule 5**, and for the purposes of **Rules 5.2, 15.1, 19.1, and 19.2**, joint members means members who qualify under **Rule 5** in respect of the same child or children.

“**Parent**” means the parent or guardian of a child or children enrolled in a school or other educational establishment operated by the School.

4.2 Interpretation

In this Constitution:

- (a) a reference to a function includes a reference to a power, authority and duty;
- (b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include the other genders;
- (e) references to persons include corporations and bodies politic;
- (f) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and
- (h) a reference to “writing” unless the contrary intention appears is to be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

4.3 Severance

If any rule or part of a rule of this Constitution can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any rule or part of a rule is illegal, unenforceable or invalid, that

rule or part is to be treated as removed from this Constitution, but the rest of this Constitution is not affected.

4.4 Expressions in the Act

Except where the contrary intention appears, in this Constitution an expression that deals with a matter dealt with by a particular provision of the Act, has the same meaning as that provision of the Act.

4.5 Replaceable Rules Displaced

The replaceable rules referred to in the Act are displaced by this Constitution.

PART II – MEMBERSHIP

5. MEMBERS

5.1 Category of Members

The members of the School will consist of Parents who are entered in the register of members in accordance with **Rule 5.3**.

5.2 Rights of Members

- (a) Each member has the right to attend, debate and vote at General Meetings.
- (b) Each member (whether or not the member has more than one child attending the School) will be entitled to one vote on a show of hands or by poll, at a General Meeting of the School, or by postal ballot.
- (c) In the case of joint members, only one Parent or guardian will have the right to vote.

5.3 Membership Process

- (a) Parents will be entered in the register of members when their child's Enrolment Period commences in a school or other educational establishment operated by the School and for which an annual tuition fee is set and which is invoiced by the School and is payable by the Parents on an annual, semester or term basis.
- (b) Parents will be removed from the register of members when their child's Enrolment Period concludes at a school or other educational establishment operated by the School, or the date to which fees have been paid, whichever is the earlier date.

6. SUBSCRIPTIONS AND FEES

- (a) The annual fees and levies payable by members to the School and the timing and method of payment of such fees and levies will be as determined by the Board from time to time.
- (b) Any member who has not paid all money due and payable to the School will (subject to the Board's discretion) have all rights under this Constitution immediately suspended from the expiry of the time prescribed for payment of the money owed. These rights will be suspended until all money owed is fully paid or at an earlier time at the Board's discretion.

7. REGISTER OF MEMBERS



The Company Secretary will be accountable for keeping and maintaining a register of members which will contain the information which is required under the Act.

8. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- (a) this Constitution constitutes a contract between each of them and the School and that they are bound by this Constitution and the By-Laws (if any);
- (b) they will comply with and observe this Constitution and the By-Laws (if any) and any determination, resolution or policy which may be made or passed by the Board or any duly authorised committee;
- (c) by submitting to this Constitution and the By-Laws (if applicable) they are subject to the jurisdiction of the School;
- (d) this Constitution and By-Laws (if any) are necessary and reasonable for promoting the objects of the School; and
- (e) they are entitled to all benefits, advantages, privileges and services of School membership.

9. DISCONTINUANCE OF MEMBERSHIP

9.1 Termination of Membership

A person's membership of the School ceases if:

- (a) Under **Rule 5.3(b)** a Parent no longer has a child enrolled in a school or other educational establishment operated by the School.
- (b) Money due and payable to the School (including but not limited to tuition fees) remains unpaid for two calendar months, in which case a notice of default may be served by the Board on the member and the member removed from the register of members. The Board may reinstate the member and restore the name to the register on payment of all arrears if the Board thinks fit to do so.

9.2 Register to be Amended

Upon the member ceasing to be a member under **Rule 9.1** an entry, recording the date on which the member ceased to be a member, will be recorded in the register.

9.3 Forfeiture of Rights

Except with the express permission of the Board, a member who ceases to be a member, for whatever reason, must forfeit all rights in and claim upon the School and its property (including Intellectual Property). Any School documents, records or other property in the possession, custody or control of that member must be returned to the School immediately.



9.4 Membership may be Reinstated

Membership which has ceased, been withdrawn or terminated under this Constitution may be reinstated at the discretion of the Board, on application in accordance with this Constitution or otherwise on such conditions as the Board sees fit.

10. DISCIPLINE OF MEMBERS

Where the Board is advised or considers that a member has allegedly:

- (a) breached, failed, refused or neglected to comply with a provision of this Constitution, the By-Laws (if any) or any resolution or determination of the Board or any duly authorised committee; or
- (b) acted in a manner unbecoming of a member or prejudicial to the objects and interests of the School; or
- (c) brought the School into disrepute;

the Board may commence or cause to be commenced disciplinary proceedings against that member, and that member will be subject to, and submits unreservedly to the jurisdiction, procedures, penalties and appeal mechanisms (if any) of the School.

PART III – GENERAL MEETINGS

11. GENERAL MEETINGS

- (a) There are two types of General Meetings which are held: the Annual General Meeting and Special General Meetings.
 - (i) An Annual General Meeting of the School must be held in accordance with the provisions of the Act and this Constitution and, subject to the Act, on a date and at a venue to be determined by the Board.
 - (ii) All General Meetings other than the Annual General Meeting are Special General Meetings and must be held in accordance with this Constitution.

12. NOTICE OF GENERAL MEETING

12.1 Notice of General Meetings

Subject to the provisions of the Act relating to agreements for shorter notice, not less than 21 days' written notice (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) must be given of any General Meeting. The notice must be given to all persons who are entitled to receive such notices from the School and must:

- (a) set out the place, date and time for the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
- (b) state the general nature of the meeting's business;
- (c) if a special resolution is to be proposed at the meeting, set out an intention to propose the special resolution and state the resolution; and

- (d) if a member is entitled to appoint a proxy, contain a statement setting out that the member has a right to appoint a proxy and include a proxy form in accordance with **Rule 16.2**.

12.2 Place of Meeting

The School may hold a meeting of its members at two or more venues using any technology that gives the members as a whole a reasonable opportunity to participate.

12.3 Entitlement to Attend General Meeting

Notwithstanding any other rule, no member may be represented at, or take part in a General Meeting, unless all money then due and payable to the School is paid.

13. BUSINESS

13.1 Business of General Meetings

- (a) The business to be transacted at the Annual General Meeting includes the consideration of accounts, reports of the Board and auditors, and the appointment of the auditors.
- (b) All business that is transacted at a General Meeting and all business that is transacted at the Annual General Meeting, with the exception of those matters set out in **Rule 13.1(a)**, is special business. "Special business" is business of which a notice of motion has been submitted in accordance with **Rule 13.3**.

13.2 Business Transacted

No business other than that stated on the notice may be transacted at that meeting.

13.3 Notice of Motion

All notices of motion for inclusion as special business at a General Meeting must be submitted in writing (in the required form) to the Company Secretary not less than 28 days (excluding receiving date and inclusive of meeting date) prior to the General Meeting.

14. SPECIAL GENERAL MEETINGS

14.1 Special General Meetings May be Held

The Board may, whenever it thinks fit, convene a Special General Meeting of the School.

14.2 Requisition of Special General Meetings

- (a) The Board will on the requisition in writing of either 20 members or 10% of the members (whichever is the greater) convene a Special General Meeting.
- (b) A Special General Meeting can be called by the members for any purpose. The requisition for a Special General Meeting must state the object(s) of the meeting, be signed by the members making the requisition and be sent to the registered office of the School. The requisition may consist of several documents in a like form, each signed by one or more of the members making the requisition.

- (c) A Special General Meeting must be called by the Chair within seven days of receiving the written requisition. The meeting will be held with at least 30 days' notice but not more than 45 days' notice.
- (d) If the Board does not call and arrange a Special General Meeting to be held within 21 days after the date on which the requisition is sent to the School, 50% of the members making the requisition may convene a Special General Meeting to be held not later than three months after the date on which the requisition was sent to the School.
- (e) Except as otherwise stated in this **Rule 14.2** a Special General Meeting convened by members under this Constitution must be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Board.

15. PROCEEDINGS AT GENERAL MEETINGS

15.1 Quorum

No business may be transacted at any General Meeting unless a quorum is present. A quorum for General Meetings of the School is 20 members or 10% of members, whichever is the lesser. In determining whether a quorum is present, joint members will count as one member and individuals attending as proxies will not be counted. If an individual is attending both as a member and as a proxy, the individual is counted only as a member.

15.2 Chair of Board Presides

The chair of the Board will, subject to this Constitution, preside as chair at every General Meeting. If the chair is not present, or is unwilling or unable to preside, the deputy chair will preside as chair for that meeting only. If the deputy chair is not present, or is unwilling or unable to preside, the Directors will choose one of their number present who will, subject to this Constitution, preside as chair for that meeting only.

15.3 Adjournment of Meeting

- (a) If a General Meeting does not have a quorum present within thirty minutes after the time for the meeting set out in the notice of meeting, the meeting is adjourned to the date, time and place the Board specifies. If the Board does not specify one or more of these things, then the meeting is adjourned to:
 - (i) if the date is not specified – the same day in the next week;
 - (ii) if the time is not specified – the same time; and
 - (iii) if the place is not specified – the same place.
- (b) If no quorum is present at the resumed meeting within 30 minutes after the time for the meeting, then:
 - (i) if the meeting was called as a consequence of a requisition of members, the meeting is dissolved; and
 - (ii) in all other cases, the members present are a quorum, providing there are no less than three members present.
- (c) The chair may, with the consent of any General Meeting at which a quorum is present, and must, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.



- (d) When a General Meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting.
- (e) Except as provided in **Rule 15.3(d)** it is not necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

15.4 Voting Procedure

At any General Meeting a resolution put to the vote of the meeting will be decided on a show of hands, unless a poll is (before or on the declaration of the result on the show of hands) demanded:

- (a) by the chair; or
- (b) by at least 10 or 5%, whichever is the lesser, of members entitled to vote on the resolution.

A demand for a poll may be withdrawn.

15.5 Recording of Determinations

Unless a poll is demanded under **Rule 15.4** 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 is conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

15.6 Where Poll Demanded

If a poll is duly demanded under **Rule 15.4** on a matter other than the election of the chair or the question of adjournment it must be taken when and in the manner the chair directs. A poll on the election of the chair or on the question of an adjournment must be taken immediately.

15.7 Resolutions at General Meetings

Except where a special resolution is required, all questions at General Meetings will be determined by the majority of votes. Each member is, subject to this Constitution, entitled to one vote at General Meetings. Except as otherwise provided in this Constitution, in the case of an equality of votes on a question at a General Meeting, the chair is entitled to a casting vote.

15.8 Minutes

The Company Secretary must ensure the keeping of minutes of the resolutions and proceedings of each General Meeting in books provided for that purpose, together with a record of the names of persons present at all meetings.

15.9 Disallowance of Vote

A challenge to a right to vote at a meeting of members:

- (a) may only be made at the meeting; and
- (b) must be determined by the chair whose decision is final.

Every vote not so disallowed is valid for all purposes.



16. PROXIES AND POSTAL BALLOT

16.1 Appointment of Proxy

A member of the School who is entitled to attend and cast a vote at a meeting of members may appoint a person as the member's proxy to attend and vote for the member at the meeting. No person may exercise more than five proxy votes at any one time. The appointment of a proxy is valid if it is signed by the member making the appointment on the proxy form applicable to and provided for each General Meeting.

16.2 Proxy Form

The notice for each General Meetings provided under **Rule 12.1** will include a proxy form that is relevant to that General Meeting and the resolutions proposed to be determined at that General Meeting. The proxy form will require the completion of all details on the proxy form as follow:

- (a) the full name of the member of the School;
- (b) the address of the member of the School;
- (c) the full name of the appointed proxy;
- (d) the address of the appointed proxy;
- (e) the full name of the alternate proxy;
- (f) the address of the alternate proxy;
- (g) the signature of the member of the School;
- (h) the date of signing; and
- (i) voting intention of the member of the School to be nominated for each resolution as either:
 - (i) FOR the resolution;
 - (ii) AGAINST the resolution; or
 - (iii) an OPEN vote allowing the appointed proxy to vote at the General Meeting as he or she thinks fit.

16.3 Voting by Proxy

A proxy appointed to attend and vote for a member has the same rights as the member:

- (a) to speak at the meeting;
- (b) to vote; and
- (c) to join in a demand for a poll.

16.4 Delivery of Proxy Form

For an appointment of a proxy to be effective, the proxy form must be received by the School at its registered office at least 24 hours before the meeting. If the meeting of the School's members has been adjourned, a proxy form received by the School at least 24 hours before the resumption of the meeting is effective for the resumed part of the meeting.



16.5 Validity of Proxy Vote

Unless the School has received written notice of the matter before the start or resumption of the meeting at which a proxy votes, a vote cast by the proxy will be valid even if, before the proxy votes:

- (a) the appointing member dies;
- (b) the member is mentally incapacitated; or
- (c) the member revokes the proxy's appointment.

16.6 Postal Ballot

Should an issue arise between General Meetings which requires a decision by members, the Board may call a postal vote in such manner as it considers necessary.

PART IV – THE BOARD

17. POWERS OF THE BOARD

Other than the powers that the Act and this Constitution requires the Board to exercise in a General Meeting, the Board may exercise all of the powers of the School.

18. COMPOSITION OF THE BOARD

18.1 Board Composition

The Board comprises:

- (a) Six Elected Directors elected by the members in accordance with **Rule 19**.
- (b) Up to three Appointed Directors appointed in accordance with **Rule 20**.

18.2 Appointment of Chair, Deputy Chair and Director of Finance

The Board will appoint from amongst the Directors, a chair, a deputy chair and a finance director.

- (a) The appointments will be made as soon as practicable after the Annual General Meeting.
- (b) The appointments will be made by a simple majority of the Board.
- (c) Any vacancy occurring from time to time in the position of chair, deputy chair or finance director will be filled by the Board from amongst all the Directors.
- (d) No person may hold more than one of the positions of chair, deputy chair or finance director on the Board at any one time.

18.3 Appointment of Chairs of Committees

Subject to **Rule 25** the Board may appoint, as required from time to time, from amongst the Directors, any necessary Committee Chairs.



19. ELECTION OF ELECTED DIRECTORS

19.1 Nomination of Elected Directors

- (a) A notice calling for nominations of Elected Directors to the Board must be sent to members no later than 28 February each year. The notice must allow at least 21 days for nominations to be lodged.
- (b) Nominations must be received by the Company Secretary on or before 31 March each year.
- (c) Nominations for Elected Directors must be:
 - (i) in writing;
 - (ii) on the prescribed form (if any) provided for that purpose;
 - (iii) signed by a proposer and seconder, who must be members; and
 - (iv) certified by the nominee (who must be a member of the School) expressing his or her willingness to accept the position for which he or she is nominated.
 - (v) In the case of joint members, only one member may nominate for any one election, and only if no other joint member will remain on the Board concurrently if that member is elected.

19.2 Election of Elected Directors will be by Postal Ballot

- (a) Each April a postal ballot will be held by which the members will elect replacements for the Elected Directors who must retire in that year according to **Rule 19.4**.
- (b) Postal ballot papers, listing the candidates in alphabetical order, must be sent to members within seven days of the close of nominations as specified in **Rule 19.1(b)**.
- (c) Members must return the completed postal ballot papers to the Company Secretary by 30 April.
- (d) Details about each candidate will be circulated with the postal ballot paper.
- (e) In the case of joint members, only one member will have the right to vote therefore only one ballot paper will be sent, and when sent to any member it will be taken to have been sent to all joint members.

19.3 Election of Directors

- (a) Elected Directors will be elected by a system of multiple member first-past-the-post voting as outlined in **Rule 19.3(b)**. If the number of candidates is less than or equal to the number of positions up for election the nominated candidates will be declared elected.
- (b) Members will be entitled to vote for up to as many candidates as there are vacant positions by simply marking their preferred candidates. If for example there are two vacancies and four candidates, each member will be entitled to vote for one or two candidates.
- (c) Marking a number of candidates in excess of the vacant positions to be filled will void that ballot paper.

- (d) If for any reason there are vacancies to be filled, further nominations must be called for from the floor at the Annual General Meeting. Any such positions shall be filled by a secret ballot of members each with a simple majority.

19.4 Term of Appointment

- (a) Elected Directors will be elected in accordance with this Constitution for a term of three years, which commences from the conclusion of the Annual General Meeting following the election.
- (b) Two Elected Directors will be elected each year.
- (c) This **Rule 19.4(c)** is a transitional provision to apply to the term of Elected Directors. In the first election following adoption of this Constitution, three Directors will step down and two Directors will be elected in their place. At all following elections two Directors will step down and two Directors will be elected in their place. The remaining term of each Elected Director, being one, two or three years, will be determined at the Board meeting immediately following adoption of this Constitution.

20. APPOINTMENT OF APPOINTED DIRECTORS

20.1 Appointment of Appointed Directors

The Board may appoint up to three Appointed Directors.

20.2 Qualifications for Appointed Directors

The Appointed Directors may have specific skills in education, commerce, finance, marketing, law or business generally or such other skills which complement the Board's composition, but need not have experience in or exposure to operations of the School. An Appointed Director may be a member of the School but does not need to be a member of the School.

20.3 Term of Appointment

Appointed Directors will be appointed in accordance with this Constitution for a term of up to three years, which commences at the conclusion of the Annual General Meeting or on any other date after the Annual General Meeting as determined by the Board. The Board in its absolute discretion may reappoint an Appointed Director at the conclusion of his or her term.

21. VACANCIES OF BOARD MEMBERS

21.1 Grounds for Termination of Director

The office of a Director becomes vacant if the Director:

- (a) becomes bankrupt;
- (b) 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;
- (c) resigns office by written notice to the School at its registered office;
- (d) becomes prohibited from being a director by virtue of the Act;
- (e) is directly or indirectly interested in any contract or proposed contract with the School, otherwise than as a parent or guardian of a child attending a school or other



educational establishment operated by the School and fails to declare the nature of the interest in the manner required by this Constitution;

- (f) accepts remuneration, payment or other benefits other than in accordance with this Constitution;
- (g) is removed from office by special resolution under **Rule 21.2**;
- (h) in the case of an Elected Director, ceases to be a member of the School; or
- (i) dies.

21.2 Removal of a Director

The School in a General Meeting may remove any Director, before the expiration of their term of office, in accordance with the provisions of the Act by passing a resolution decided by a simple majority vote. If a Director is removed in accordance with this rule the office of the Director becomes vacant and will be filled in accordance with the procedure set out in **Rule 21.3**.

21.3 Casual Vacancies

- (a) An Elected Director casual vacancy will be filled by the Directors until the next General Meeting of the School. If the term of the Elected Director for which the vacancy has been filled, has not expired at the next General Meeting, the members will fill the vacancy for the remainder of the Elected Director's term.
- (b) Any Appointed Director casual vacancy may be filled by the remaining Directors from among appropriately qualified persons, for the remainder of the Appointed Director's term.

21.4 Remaining Directors May Act

In the event of a casual vacancy or vacancies in the office of a Director, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of the Board, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum.

22. MEETINGS OF THE BOARD

22.1 Board to Meet

The Board will meet as often as is deemed necessary in every calendar year for the dispatch of business and may adjourn and, subject to this Constitution, otherwise regulate, its meetings as it thinks fit. The Company Secretary will, on the requisition of the chair or two Directors, convene a meeting of the Board within a reasonable time. All Board meetings will be conducted in camera. The Board may invite members or guests to attend all or part of the Board meetings.

22.2 Board Decisions

Subject to this Constitution, questions arising at any meeting of the Board are decided by a majority of votes and all questions so decided are for all purposes to be deemed a determination of the Board. All Directors have one vote on any question. The chair also has a casting vote where voting is equal. Proxy votes are not permitted for Board meetings.



22.3 Resolutions not in Meeting

- (a) A resolution in writing signed or assented to by facsimile, electronic mail or some other form of electronic communication by all the Directors is as valid and effectual as if it had been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Directors.
- (b) Without limiting the power of the Board to regulate their meetings as they think fit, a meeting of the Board may be held where one or more of the Directors is not physically present at the meeting, provided that:
 - (i) all persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously, whether by means of telephone or other form of communication;
 - (ii) notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board, and such notice specifies that Directors are not required to be present in person;
 - (iii) in the event that a failure in communications prevents condition (i) from being satisfied by that number of Directors which constitutes a quorum, and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this rule to be held, then the meeting is suspended until condition (i) is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption the meeting is deemed to have terminated;
 - (iv) any meeting held where one or more of the Directors is not physically present is deemed to be held at the place specified in the notice of meeting provided a Director is there present and if no Director is there present the meeting is deemed to be held at the place where the chair is located.

22.4 Quorum

At meetings of the Board the number of Directors whose presence (or participation under **Rule 22.3**) is required to constitute a quorum is the majority of the Directors but in any event is a minimum of four Directors.

22.5 Notice of Board Meetings

Unless all Directors agree to hold a meeting at shorter notice (which agreement is sufficiently evidenced by their presence), not less than seven days oral or written notice of the meeting of the Board must be given to each Director by the Company Secretary or a person authorised to provide notice by the Company Secretary.

22.6 Validity of Board Decisions

All acts done by any meeting of the Board or by any person acting as a Director are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member of the Board or that the members of the Board 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.



22.7 Chair of Board Meeting

The chair will preside at every meeting of the Board. If the chair is not present, or is unwilling or unable to preside, the deputy chair will preside as chair for that meeting only. If the deputy chair is not present, or is unwilling or unable to preside, the Directors must choose one of their number to preside as chair for that meeting only.

23. CONFLICTS

23.1 Directors' Interests

A Director is disqualified by holding any place of profit or position of employment in the School or in any company or other legal entity in which the School is a shareholder or otherwise interested, or from contracting with the School either as vendor, purchaser or otherwise except with express resolution of approval of the Board. Unless approval is obtained from the Board, any such contract or any contract or arrangement entered into by or on behalf of the School in which any Director is in any way interested will be void. This disqualification does not apply in relation to a contract or proposed contract with the School, where the Director contracts as a parent or guardian of a child attending a school or other educational establishment operated by the School.

23.2 Conflict of Interest

A Director must declare his or her interest in any:

- (a) contractual matter;
- (b) disciplinary matter; or
- (c) other financial matter;

in which a conflict of interest arises or may arise, and must, unless otherwise determined by the Board, absent himself or herself from discussions of such matter and is not entitled to vote in respect of such matter. If the Director votes, the vote will not be counted. In the event of any uncertainty as to whether it is necessary for a Director to absent himself or herself from discussions and refrain from voting, the issue should be immediately determined by vote of the Board, or if this is not possible, the matter must be adjourned or deferred.

23.3 Disclosure of Interests

The nature of the interest of a Director must be declared by the Director at the meeting of the Board at which the contract or other matter is first taken into consideration if the interest then exists, or in any other case at the first meeting of the Board after the acquisition of the interest. If a Director becomes interested in a contract or other matter after it is made or entered into the declaration of the interest must be made at the first meeting of the Board held after the Director becomes so interested.

23.4 General Disclosure

A general notice that a Director is a member of a specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under **Rule 23.3**. After this general notice is given to the Board it is not necessary for such Director to give a special notice relating to any particular transaction with that firm or company.



23.5 Recording Disclosures

It is the duty of the Company Secretary to ensure the recording in the minutes any declaration made or any general notice given by a Director in accordance with **Rules 23.3** and **23.4**.

24. COMPANY SECRETARY

24.1 Appointment of Company Secretary

A Company Secretary will be appointed by the Board for a term and on the conditions as the Board thinks fit. A Company Secretary so appointed may be removed by the Board. The Company Secretary, is entitled to notice of, attend and participate in debate at, all meetings of the Board, but has no entitlement to vote. The Company Secretary does not need to be a member of the School.

24.2 Specific Duties

The Company Secretary will:

- (a) as far as practicable attend all Board meetings and General Meetings;
- (b) be accountable for preparing the agenda for all Board meetings and all General Meetings;
- (c) be accountable for recording and preparing minutes of the proceedings of all meetings of the Board and the School;
- (d) be accountable for regularly reporting on the activities of, and issues relating to, the School; and
- (e) be accountable for ensuring the regulatory responsibilities of the School under the Act are met.

PART V – MISCELLANEOUS

25. DELEGATIONS

25.1 Board may Delegate Functions to Committees

The Board may by resolution create or establish or appoint from among the Directors, the members, or otherwise, committees to carry out such duties and functions, and with such powers, as the Board determines. This resolution will include, where required from time to time, the appointment by the Board of a Director as Committee Chair in accordance with **Rule 18.3**.

25.2 Delegation by Resolution

The Board may in the establishing resolution delegate such functions as are specified in the resolution, other than:

- (a) this power of delegation; and
- (b) a function imposed on the Board by the Act or any other law, or this Constitution.



25.3 Delegated Function Exercised in Accordance With Terms

A function, the exercise of which has been delegated under this rule, may whilst the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation.

25.4 Procedure of Delegated Entity

- (a) The procedures for any committee established will, with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under **Rule 22**. The quorum will be determined by the committee, but will be no less than a majority of the total number of committee members.
- (b) At least one Director will be an ex-officio member of any committee established. One such Director may serve as Chair of any committee at the discretion of committee members, or by an appointment of the Board as provided for under **Rule 18.3**.
- (c) Within seven days of any meeting of any committee, the committee must send a copy of the minutes and any supporting documents to the Company Secretary.

25.5 Delegation may be Conditional

A delegation under this rule may be made subject to such conditions or limitations as to the exercise of any function or at the time or circumstances as may be specified in the delegation.

25.6 Revocation of Delegation

The Board may by resolution, revoke wholly or in part any delegation made under this rule, and may amend, repeal or veto any decision made by such committee under this rule where such decision is contrary to this Constitution, the by-laws, the Act, the objects of the School or the committee's delegation.

26. BY-LAWS

26.1 Board to Formulate By-Laws

The Board may (by itself or by delegation to a committee) formulate, approve, issue, adopt, interpret and amend by-laws, regulations and policies for the proper advancement, management and administration of the School and the advancement of the objects of the School as it thinks necessary or desirable. Any by-laws must be consistent with this Constitution. In the event of any inconsistency between the by-laws and this Constitution, the Constitution will prevail to the extent of the inconsistency.

26.2 By-Laws Binding

All by-laws made under this rule will be binding on the School and members.

26.3 By-Laws Deemed Applicable

All by-laws, regulations and policies of the School in force at the date of the approval of this Constitution under the Act insofar as such by-laws, regulations and policies are not inconsistent with, or have been replaced by this Constitution, are by-laws under this Rule.

26.4 Notices Binding on Members

Amendments, alterations, interpretations or other changes to by-laws will be advised to members by means of notices approved by the Board and prepared and issued by the Company Secretary.



27. RECORDS AND ACCOUNTS

27.1 Accounting Records

The Board will cause proper accounting and other records to be kept and will distribute copies of financial statements as required by the Act.

27.2 Access to Records

The Board will 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 School or any of them will be open to the inspection of members not being Directors. No member (not being a Director) has any right to inspect any accounting or other records of the School except as conferred by statute or authorised by the Board or by a resolution passed at a General Meeting.

27.3 Auditor

An auditor will be appointed by the School. The duties of the auditor will be regulated in accordance with the Act.

27.4 Negotiable Instruments

All cheques, promissory notes, banker's drafts, bills of exchange and other negotiable instruments, must be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by two Directors or as otherwise determined by the Board.

28. APPLICATION OF INCOME

28.1 Income and Property Applied to Objects

The income and property of the School will be applied solely towards the promotion of the objects of the School as set out in this Constitution.

28.2 No Income to Members

Except as prescribed in this Constitution:

- (a) no portion of the income or property of the School will be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any member; and
- (b) no remuneration or other benefit in money or money's worth will be paid or given by the School to any member who holds any office of the School.

28.3 Payments in Good Faith

Nothing contained in **Rule 28.2** prevents payment in good faith of or to any member for:

- (a) any services actually rendered to the School whether as an employee or otherwise;
- (b) goods supplied to the School in the ordinary and usual course of operation;
- (c) interest on money borrowed from any member;
- (d) rent for premises demised or let by any member to the School;
- (e) any out-of-pocket expenses incurred by the member on behalf of the School; or
- (f) any other reason;



provided that any such payment may not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

29. WINDING UP

29.1 Winding Up of the School

Subject to this **Rule 29**, the School may be wound up in accordance with the provisions of the Act.

29.2 Liability of Members

The liability of the members of the School is limited.

29.3 Members' Contributions

Every member of the School undertakes to contribute to the assets of the School in the event of it being wound up while a member, or within one year after ceasing to be a member for payment of the debts and liabilities of the School contracted before the time at which he or she ceases to be a member, and the costs, charges and expenses of winding up and for an adjustment of the rights of contributors among themselves, such amount as may be required not exceeding \$20.00.

29.4 Distribution of Property on Winding Up

If upon winding up or dissolution of the School there remains after satisfaction of all its debts and liabilities any assets or property, the same will not be paid to or distributed amongst the members of the School but must be given or transferred to a body or bodies having objects similar to the objects of the School and which prohibits the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the School by this Constitution and which is also not carried on for profit and which is similarly exempt (or entitled to be exempt) from income tax. Such body or bodies to be determined by the members of the School at or before the time of dissolution, and in default thereof by such judge of the relevant Supreme Court or such other court as may have or acquire jurisdiction in the matter.

30. NOTICE

30.1 Manner of Notice

The School may give notice to any Director or member:

- (a) personally;
- (b) by sending it by post to the address of the Director as notified to the Board or the address for the member in the register of members or the alternative address (if any) nominated by the Director or member; or
- (c) by sending it to the facsimile number or electronic address (if any) nominated by the Director or the member.

Any notice sent by post is taken to be given three days after it is posted. Any notice sent by facsimile or other electronic means is taken to be given on the business day after it is sent.

30.2 Entitlement to Notices

Notice of every General Meeting will be given in any manner authorised by this Constitution to:



- (a) every member except those members who have not supplied to the School an address for the giving of notices to them;
- (b) the auditor for the time being of the School.

No other person is entitled to receive notices of General Meetings.

31. SEAL

31.1 Common Seal

The School may have a common seal. If it does then:

- (a) the seal must comply with the Act;
- (b) the Board will provide for the safe custody of the seal; and
- (c) the seal may only be used by the authority of the Board.

31.2 Execution under Common Seal

If the School does have a common seal then it may execute a document if the seal is fixed to the document and the fixing of the seal is witnessed by:

- (a) two Directors; or
- (b) one Director and the Company Secretary.

31.3 Execution without Common Seal

The School may execute a document without using a common seal if the document is signed by:

- (a) two Directors; or
- (b) one Director and the Company Secretary.

31.4 Directors' Interests

A Director cannot witness or sign a document if the Director is interested in the contract or arrangement to which the document relates.

32. ALTERATION OF CONSTITUTION

No addition, alteration or amendment may be made to this Constitution unless it has been approved by special resolution.

33. INDEMNITY

The School will indemnify its Directors and employees to the extent permitted under the Act against all damages and costs (including legal costs) for which any such Director or employee may be or become liable to any third party in consequence of any act or omission except wilful misconduct:

- (a) in the case of a Director performed or made whilst acting on behalf of and with the authority, express or implied of the School; and
- (b) in the case of an employee, performed or made in the course of, and within the scope of his/her employment by the School.