

Constitution

Highview Christian Community College

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1. Name of the Company

The name of the company is Highview Christian Community College.

2. Definitions and Interpretation

2.1 Definitions

In the Constitution:

Act	means the Corporations Act 2001 (Cth).
Annual Account	mean the accounts prescribed in clause 23.2.
Attendance by invitation	means for the purpose of providing reports, advice and recommendations.
Auditor	means the auditor for the time being of the College.
Board	means the Board of Directors of the College.
Business Manager	means the individual appointed pursuant to clause 17.
Chair and Deputy Chair	mean respectively the individuals elected pursuant to clause 10.5.
College	means Highview Christian Community College.
Committee	means a committee of the Board appointed pursuant to clause 13.7.
Constitution	means the constitution of the College.
Director	means a Director of the College who shall be a member of the Board.
Founding Churches	means The Anglican Parish of Maryborough, The Catholic Parish of Maryborough, the congregation of The Church of Christ, Maryborough, The Uniting Church Parish of Maryborough.
General Meeting	means an extraordinary general meeting or an annual general meeting or any adjourned or postponed meeting whether an extraordinary or annual general meeting of the Members.
Member	means a member of the College pursuant to clause 6.
Notice	means a notice pursuant to, or for the purposes of this Constitution or the Act.
Office Bearers	mean the Chair and Deputy Chair pursuant to clause 10.4.
Principal	means the Principal of the College appointed or reappointed pursuant to clause 16 or the individual appointed by the Board to act temporarily as the Principal from time to time.
Register	means the register of Members kept under the Act.

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Registered Office	means the registered office of the College.
Secretary	means the individual appointed pursuant to clause 19.
Special Resolution	means a resolution that has been passed by at least a 75% majority.
State	means the State of Victoria.
Telephone	means any instantaneous method of communication.
VESS	means Victorian Ecumenical System of Schools Ltd.

2.2 Interpretation

In this Constitution unless the context requires otherwise:

- (a) Part 1.2 Division 8 of the Act applies, so far as it can with such changes as are necessary, to this Constitution as if this Constitution was a provision of the Act;
- (b) an expression in a clause that deals with a matter dealt with by a provision of the Act has the same meaning as in that provision of the Act;
- (c) words (including defined expressions) importing the singular include the plural and vice versa;
- (d) words (including defined expressions) importing any gender include the other gender;
- (e) words (including defined expressions) importing persons shall include corporations and bodies politic;
- (f) 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 in any of them (whether of the same or any other legislative authority having jurisdiction);
- (g) references to writing include any mode of representing or reproducing words in tangible and permanently visible form and includes electronic mail;
- (h) any power, right, discretion or authority conferred upon any person or groups of persons under the Constitution may be exercised at any time and from time to time;
- (i) a reference to an entity includes any successor entity; and
- (j) reference to a month means a period commencing on any day of a calendar month and ending on the corresponding day in the next succeeding calendar month but if a corresponding day does not occur in the next succeeding calendar month the period shall end on the last day of the next succeeding calendar month.

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2.3 Headings

Headings do not affect the interpretation of this Constitution.

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2.4 Application of Act

- (a) Each of the provisions of the Act that apply as replaceable rules are displaced by this Constitution and do not apply to the College.
- (b) An expression used in a particular Part or Division of the Act that is given a special meaning has in any provision of this Constitution that deals with a matter dealt with by that Part or Division the same meaning.

3. Objects of the College

The College is established for the charitable object of providing a financially sustainable educational experience consistent with the Christian values as embodied in the Founding Churches and enunciated in a published statement of faith developed by the Ecumenical Life Committee, and a learning community for students from Maryborough and surrounding regions.

4. Powers of the College

Solely for the purpose of carrying out its objects, the College has the legal capacity and powers of an individual and as prescribed in section 124(1) of the Act.

5. Income and Property of the College

5.1 Applications to Objects

The income and property of the College, irrespective of its source, must be applied solely towards the promotion of the objects of the College.

5.2 No payments to Directors and Members

Subject to clause 5.3, no part of the income or property of the College may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise to the Directors or Members.

5.3 No Payment of Fees to Directors and Members

The payment of fees to Directors or Members as remuneration for their services as Directors or Members in whatever form by the College is prohibited provided that the Board may resolve that the Chair should be paid a reasonable, modest and appropriate amount in recognition of the performance of the role as Chair, which amount must be declared annually to the Members.

5.4 Certain Payments Acceptable

Clause 5.1 does not prevent the payment in good faith of:

- (a) remuneration to any officers or employees of the College in return for any services actually rendered to the College or for goods supplied in the ordinary and usual way of business;
- (b) for out-of-pocket expenses incurred on behalf of the College including, in the case of the Director or Member, in carrying out the duties of a Director or Member, where the payments do not exceed an amount previously approved by the Board;

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- (c) remuneration for any service rendered to the College by a Director in a professional or technical capacity, other than in the capacity as a Director of the College, where:
 - (i) the provision of the service has the prior approval of the Board;
 - (ii) the amount payable is not more than an amount that commercially would be reasonable payment for the service;
- (d) expenses for goods supplied in the ordinary and usual course of business;
- (e) reasonable and proper rent for premises or personal property leased to the College by any Director.

6. Membership

6.1 Membership

The Members of the College are persons who have a current address for electronic communication lodged with the College and who are:

- (a) parents or guardians of a child attending the College who are the signatories of the enrolment documentation for that child;
- (b) employees of the College;
- (c) the Directors, each of whom will remain a Member for so long as they are a Director;
- (d) Life Members appointed in accordance with clause 6.2; and
- (e) any person (other than those mentioned in clauses 6.1(a) to 6.1(d)) who pays \$50 for a 12 month membership by 1 March in any year, which membership shall be valid until the last day of February in the following year.

6.2 Life Members

The Board may from time to time at its discretion approve the appointment of a person or persons as Life Members of the College, and such Life Members shall be persons who in the opinion of the Board have made exceptional contribution to the advancement and well-being of the College.

6.3 Membership

The Rights of a Member are not transferable.

6.4 Guarantee

The liability of the Members is limited.

6.5 Contribution by Members

Each Member undertakes to contribute to the property of the College in the event of it being wound up whilst the Member is a Member, or within one year after the Member ceases to be a Member, for the payment of the debts and liabilities of the College (contracted before the Member ceases to be a Member) and the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding \$10.

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7. Cessation of Membership

7.1 Death, resignation and other events

An individual immediately ceases to be a Member if the individual:

- (a) is the parent or Guardian of a child who ceases to attend the College;
- (b) who is employed by the College, ceases to be employed by the College;
- (c) ceases to be a Director;
- (d) dies;
- (e) resigns by giving Notice in writing to the Registered Office;
- (f) becomes of unsound mind or an individual whose estate is liable to be dealt with in any way under the law relating to mental health;
- (g) becomes bankrupt or suspends payment or liquidates by arrangement or compounds with or assigns the Member's joint and separate estate for the benefit of the Member's creditors;
- (h) is expelled in accordance with clause 7.3; or
- (i) is convicted on indictment of an offence and the Board does not within one month after that conviction resolve to confirm the Member's membership of the College.

7.2 Resignation of a Member

An individual shall give one month's Notice of intention to resign that shall take effect upon the expiry of that Notice or by earlier acceptance of the notice by the Board.

7.3 Disciplinary Proceedings and Expelling a Member

- (a) The Board will develop and communicate to all Members a code of conduct for Members which enshrines the principle of respectful relationships in a Christian context.
- (b) If the Board is satisfied that there are sufficient grounds for taking disciplinary action against a Member, the Board must appoint a disciplinary subcommittee to hear the matter and determine what action, if any, to take against the Member.
- (c) The members of the disciplinary subcommittee will be nominated by the Board and must include the Chair; but:
 - (i) must not be biased against, or in favour of, the Member concerned; and
 - (ii) may include an independent person who is not a Director if the Board determines this to be appropriate in the circumstances.
- (d) Before disciplinary action is taken against a Member, the Secretary must give written notice to the Member:
 - (i) stating that the Company proposes to take disciplinary action against the Member; and
 - (ii) stating the grounds for the proposed disciplinary action; and

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- (iii) specifying the date, place and time of the meeting at which the disciplinary subcommittee intends to consider the disciplinary action (the disciplinary meeting); and
 - (A) advising the Member that he or she may attend the disciplinary meeting and address the disciplinary subcommittee at that meeting; or
 - (B) give a written statement to the disciplinary subcommittee at any time before the disciplinary meeting.
- (e) At the disciplinary meeting, the disciplinary subcommittee must:
 - (i) give the Member an opportunity to be heard; and
 - (ii) consider any written statement submitted by the Member.
- (f) After complying with clause 7.3(e), the disciplinary subcommittee may take no further action against the Member or, subject to these Rules, may:
 - (i) reprimand the Member; or
 - (ii) suspend the membership rights of the Member for a specified period; or
 - (iii) recommend to the Board that it passes a Special Resolution to expel the Member from the Company.
- (g) The suspension of membership rights by the disciplinary subcommittee or the expulsion of a Member under this rule takes effect immediately after the vote is passed.
- (h) A Member expelled from the College does not have any claim on the College, its funds or property.

8. General Meetings

8.1 Annual General Meeting

An annual General Meeting of the College must be held in accordance with the Act.

8.2 Power to Convene General Meeting

The Board may convene a General Meeting whenever it thinks fit and must convene a General Meeting of the College when requisitioned by Members in accordance with the Act. No Member may call a General Meeting of the College except as provided by the Act.

8.3 Notice of General Meeting

- (a) Except where section 249H(2) of the Act applies, at least 21 days' notice must be given of a meeting of the Members.
- (b) A notice convening a meeting of the College must:
 - (i) specify the place, date and time of the meeting and state the general nature of the business to be dealt with at the meeting and if the meeting is to be held in two or more places, the technology that will be used to facilitate the holding of the meeting in that manner;

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- (ii) state that:
 - (A) a Member entitled to attend and vote is entitled to appoint a proxy; and
 - (B) a proxy must be a Member.
- (c) If a Special Resolution is to be proposed, the notice of meeting must set out an intention to propose a Special Resolution and state the resolution.
- (d) The non-receipt of a notice of a General Meeting or advance notice pursuant to clause 8.3(a) by, or the accidental omission to give notice of a General Meeting or advance notice under clause 8.3(a) to a person entitled to receive notice, does not invalidate any resolution passed at the General Meeting.

8.4 Auditor Entitled to Notice

The College must give its Auditor:

- (a) notice of a General Meeting in the same way that a Member is entitled to receive notice; and
- (b) any other communications relating to the General Meeting that a Member is entitled to receive.

8.5 Cancellation or Postponement of General Meeting

- (a) Where a General Meeting (including an annual General Meeting) is convened by the Board, it may, whenever it thinks fit, cancel the meeting or postpone the holding of the meeting to a date and time determined by it.
- (b) Written notice of cancellation or postponement of a General Meeting must be given to all persons entitled to receive notices of General Meetings from the College at least three days before the date for which the meeting is convened and must specify the reason for cancellation or postponement.
- (c) A notice postponing the holding of a General Meeting must specify:
 - (i) a date and time for the holding of the meeting;
 - (ii) a place for the holding of the meeting, which may be either the same as or different from the place specified in the notice convening the meeting;
 - (iii) if the meeting is to be held in two or more places, the technology that will be used to facilitate the holding of the meeting in that manner.
- (d) 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 meeting may not be less than the number of clear days' notice of the meeting required to be given by this Constitution or the Act.
- (e) The only business that may be transacted at a General Meeting that is postponed is the business specified in the notice pursuant to clause 8.3 that convened the meeting.
- (f) The accidental omission to give notice of the cancellation or postponement of a meeting to, or the non-receipt of any such notice by, any person entitled to notice does not invalidate that cancellation or postponement or any resolution passed at a postponed meeting.

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- (g) Where:
- (i) by the terms of an instrument appointing a proxy, a proxy is authorised to attend and vote at a General Meeting to be held on a specified date or at a General Meeting or General Meetings to be held on or before a specified date;
 - (ii) the date for holding the meeting is postponed to a date later than the date specified in the instrument of proxy;

then, by force of this clause, 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 College at its Registered Office notice in writing to the contrary not less than 48 hours before the time to which the holding of the meeting has been postponed.

- (h) Clauses 8.5(a) to 8.5(g) (both inclusive) do not apply to a General Meeting convened by the Members pursuant to section 249F of the Act or by the Board pursuant to a requisition of Members pursuant to the Act.

8.6 General Conduct of Meeting

A chair of a General Meeting will be responsible for the general conduct of General Meetings and for the procedures to be adopted at General Meetings. The chair of the General Meeting may make rulings, adjourn the meeting without putting the question (or any question) to the vote if such action is required to ensure the orderly conduct of the General Meeting. A chair of a General Meeting may determine conclusively any dispute concerning the admission, validity or rejection of a vote.

8.7 No Vote Contrary to the Act

Notwithstanding any other clause, a Member present in person or by proxy will not be entitled to vote and any vote purported to be cast by a Member present in person or by proxy, will be disregarded, on a particular resolution where such a vote is prohibited by the Act.

9. Proceedings at General Meetings

9.1 Business

The business of an Annual General Meeting is to receive and consider the profit and loss account, the balance sheet and the reports of the Board and the Auditor.

9.2 Attendance by Member

- (a) A Member may be present and vote in person or may be represented at any meeting of the College by proxy.
- (b) Unless the contrary intention appears, a reference to a Member in this clause 9 means a person who is a Member, or is a proxy of that Member.

9.3 Attendance by Non-Member

The Chair may invite and the Board may resolve that the Chair invite any person despite such a person not being a Member, to a General Meeting and to participate in any discussions the Members think fit, provided that such a person shall not have any voting or other rights.

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9.4 Quorum

- (a) Twenty-five Members of the College present in person or by proxy are a quorum at a General Meeting.
- (b) An item of business may not be transacted at a General Meeting unless a quorum is present when the meeting proceeds to consider it, but if a quorum is present at the beginning of a meeting it is deemed to be present throughout the meeting unless the Chair of the meeting on the Chair's own motion or at the instance of a Member or proxy who is present otherwise declares.
- (c) If within 15 minutes after the time appointed for a meeting a quorum is not present, the meeting:
 - (i) if convened on a requisition of Members is dissolved;
 - (ii) in any other case stands adjourned to the same day in the next week and the same time and place, or for such other day, time and place as the Board appoints by notice to the Members and others entitled to notice of the meeting.

9.5 Chair

- (a) The Chair is entitled to preside at General Meetings, but if the Chair is not present and able and willing to act within 15 minutes after the time appointed for a meeting or has signified an intention not to be present and able and willing to act, the following may preside (in order of entitlement) namely, the Deputy Chair and a Member chosen by the majority of the Members present, in person or by proxy.
- (b) If there is an equality of votes, whether on a show of hands or on a poll, the Chair of the meeting is entitled to a casting vote in addition to any votes to which the Chair is entitled as a Member or proxy of a Member. The Chair has discretion both as to whether or not to use the casting vote and as to the way in which it is used.

9.6 Determination of Motions

- (a) Every motion submitted to a meeting is to be decided by a show of hands, unless a poll is demanded:
 - (i) before the vote is taken;
 - (ii) before the voting results and a show of hands are declared; or
 - (iii) immediately after the voting results on the show of hands are declared, by:
 - (A) the Chair of the meeting; or
 - (B) at least the number of Members prescribed in clause 9.4(a) present in person or by proxy and having the right to vote at the meeting and the demand for the poll is not withdrawn.
- (b) On a show of hands, a declaration by the Chair is conclusive evidence of the result.

9.7 Majority

Subject to the requirements of the Act and this Constitution, a resolution is taken to be carried if a simple majority of the votes cast on the resolution are in favour of it.

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9.8 Poll

- (a) If a poll is properly demanded and the demand is not withdrawn, it must be taken in such manner and at such time and place and at once or after an interval or adjournment or otherwise as the Chair of the meeting then or subsequently determines. The result of the poll is to be deemed the resolution of the meeting at which the poll is demanded.
- (b) A poll demanded on the election of a Chair of a meeting or on a question of adjournment must be taken immediately.
- (c) A demand for a poll does not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.
- (d) A demand for a poll may be withdrawn.

9.9 Objection to Voting Qualification

- (a) Objection may not be raised to the right of a person to attend or vote at a meeting or adjourned meeting or to vote on a poll except at that meeting or adjourned meeting or where the poll is taken and every vote not disallowed at the meeting or adjourned meeting or when the poll is taken is valid for all purposes.
- (b) If there is a dispute as to the admission or rejection of a vote, the Chair of the meeting must decide it and the Chair's decision made in good faith is final and conclusive.

9.10 Adjournment

- (a) The Chair of a meeting may, with the consent of any meeting at which a quorum is present and must if so directed by the meeting, adjourn the meeting to a new time, day or place, but the only business that may be transacted at an adjourned meeting is the business left unfinished at the meeting from which the adjournment took place.
- (b) If the meeting is adjourned for 30 days or more, Notice of the adjournment must be given in accordance with clause 8.3(a).
- (c) Except as provided by clause 9.10(b), it is not necessary to give any Notice of an adjournment or of the business to be transacted at any adjourned meeting.
- (d) A resolution passed at a meeting resumed after an adjournment is passed on the day it is passed.

9.11 Voting Rights

- (a) Subject to the rights and any restrictions attached to or affecting Members and to any other restrictions in this Constitution:
 - (i) on a show of hands, each Member present in person and each other present as proxy of a Member has one vote; and
 - (ii) on a poll, each Member present in person has one vote and each person present as proxy of a Member has one vote for each Member that the person represents.
- (b) A proxy's authority to speak and vote for a Member at a meeting is suspended while the Member is present at the meeting.

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9.12 Appointment of Proxy

- (a) A Member entitled to attend and vote at a meeting of Members may appoint an individual as the Member's proxy to attend and vote for the Member at the meeting. A proxy must be a Member.
- (b) An appointment of a proxy is valid if it is signed by the Member making the appointment and contains the following information:
 - (i) the Member's name and address;
 - (ii) the College's name;
 - (iii) the proxy's name or the name of the office held by the proxy; and
 - (iv) the meetings at which the appointment may be used. An appointment may be a standing one.
- (c) An undated appointment is to be taken to have been dated on the day it is given to the College.
- (d) An appointment may specify the way the proxy is to vote on a particular resolution. In that event:
 - (i) the proxy need not vote on a show of hands, but if the proxy does so, the proxy must vote that way;
 - (ii) if the proxy has two or more appointments that specify different ways to vote on the resolution, the proxy must not vote on a show of hands;
 - (iii) if the proxy is the Chair, the proxy must vote on a poll and must vote that way;
 - (iv) if the proxy is not the Chair, the proxy need not vote on a poll, but if the proxy does so, the proxy must vote that way.

This clause does not affect the way that person can cast any votes attached to that person's membership.

- (e) Except to the extent that the appointment of a proxy expressly limits the exercise by the proxy of the power to vote at a meeting, a proxy has the same rights to attend, vote and otherwise act at the meeting as a Member attending the meeting in person.
- (f) An appointment of a proxy does not need to be witnessed.
- (g) A later appointment revokes an earlier one if both appointments could not be validly exercised at the meeting.
- (h) An instrument appointing a proxy is to be taken to confer authority to demand or join in demanding a poll.

9.13 Receipt of Proxy

To be effective, an instrument appointing a proxy must be received by the College at the Registered Office or at such other place as is specified for that purpose in the Notice convening the meeting, not less than 48 hours before the time appointed for the meeting or adjourned or postponed meeting or poll which the appointee proposes to attend or on which the appointee proposes to vote.

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9.14 Electronic Meeting

- (a) Without limiting clause 8.3(b), the contemporaneous linking together by Telephone of a number of the Members, being at least a quorum, whether or not any one or more of them is out of Australia, is to be deemed to constitute a General Meeting and all the provisions of this Constitution as to General Meetings of apply to such a General Meeting if the following conditions are met:
 - (i) all the Members entitled to Notice of a General Meeting receive Notice of the meeting;
 - (ii) all the Members wanting to take part in the General Meeting are linked by Telephone for the purposes of the General Meeting; and
 - (iii) at the commencement of the General Meeting each Member taking part acknowledges the respective Member's presence for the purposes of the General Meeting to all other Members taking part and acknowledges that the Member is able to hear each of the other Members taking part.
- (b) A Member may not leave a Telephone General Meeting by disconnecting the Telephone without the consent of the Chair of the General Meeting and a Member is deemed to be present and form part of the quorum throughout the General Meeting unless the Member has obtained the consent of the Chair of the meeting to leave the General Meeting.
- (c) A minute of the proceedings of a Telephone General Meeting is sufficient evidence of the proceedings and the observance of all necessary formalities if it is certified as a correct minute by the Chair of the General Meeting.

9.15 Validity of Vote in Certain Circumstances

A vote given in accordance with the terms of an instrument of proxy is valid notwithstanding:

- (a) the previous death or unsoundness of mind of the appointer;
- (b) the revocation of the instrument, or the authority under which the instrument was executed, or of the power,

if Notice in writing of the death, unsoundness of mind or revocation has not been received by the College at the Registered Office before the commencement of the meeting or adjourned meeting of which the instrument is used or the power is exercised.

10. Board

10.1 Eligibility

Any individual other than a current employee of the College or the Auditor is eligible to be appointed as a Director.

10.2 Composition of Board

Subject to clause 10.8, the Board shall consist of:

- (a) eight individuals;
- (b) four individuals who are nominated by the Board, as a consequence of a recruitment process involving public advertisement;

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- (c) one individual who is a nominee of the Founding Churches;
- (d) two individuals who are nominees of the Members;
- (e) one individual who is a nominee of the current employees at the College;
- (f) at least three males;
- (g) at least three females; and
- (h) individuals with a diversity across skills, qualifications, experience, age and ethnicity.

10.3 Term of Directors

- (a) A Director may not retain office for more than three calendar years without being reappointed.
- (b) A retiring Director may act until the conclusion of the meeting at which the Director retires and is eligible for reappointment.
- (c) A Director (other than the Chair) shall not be entitled to be appointed for more than three consecutive terms. The Chair shall not be entitled to be appointed for more than four consecutive terms.

10.4 Office Bearers

The Office Bearers of the College will comprise of a Chair and a Deputy Chair.

10.5 Nomination and Election of Office Bearers

- (a) At the first Board meeting after the Annual General Meeting, the Directors must elect the Office Bearers.
- (b) Any two Directors may, at that meeting, nominate a bearer of a particular office.
- (c) If only one candidate is nominated for a particular Office Bearer's position, that candidate is to be deemed elected.
- (d) The candidates who receive the most votes will be elected. If two or more candidates receive an equal number of votes, the Chair has a casting vote.

10.6 Casual Vacancies

Subject to clause 10.1, the Board may at any time appoint a person to the Board, either to fill a casual vacancy or as an additional Director, but so that the total number of Directors is not at any time to exceed the number fixed by this Constitution. The Director so appointed in the case of a casual vacancy holds office for the remaining term of the Director replaced.

10.7 Removal of Director

The Members or Directors in General Meeting may by resolution pursuant to section 203D of the Act remove a Director from office as a Director.

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10.8 Transitional

- (a) The initial members of the Board after the date on which the approval of this Constitution is obtained at General Meeting shall be four individuals who are approved by the current Board and by VESS.
- (b) The four approved individuals referred to in clause 10.8(a) shall comprise the inaugural Governance and Nominations Committee and they shall appoint the four individuals referred to in clauses 10.2(c), 10.2(d) and 10.2(e) to the Board. Thereafter, the process for the appointment of those Directors shall be as set out in clause 10.9.
- (c) For the avoidance of doubt:
 - (i) until such time as the four approved individuals referred to in in clause 10.8(a) are appointed to the Board, the Board shall validly comprise those individuals who are members of the Board at the date on which the approval of this Constitution is obtained at General Meeting; and
 - (ii) until such time as the four individuals referred to in clauses 10.2(c), 10.2(d) and 10.2(e) are appointed to the Board, the Board shall validly comprise only the four approved individuals referred to in clause 10.8(a).

10.9 Process for appointment of nominees to the Board

Subject to clause 10.8(b), the process for the appointment of individuals who are nominees referred to in clauses 10.2(c), 10.2(d) and 10.2(e) shall be as follows:

- (a) Each of the nominating groups must establish its own nominations committee and determine whether such committee is to be formed by appointment or election or a combination of both. The nominations committee of the Founding Churches will consist of a member of each of the Churches;
- (b) At least 3 months prior to the expiry of the term of a Director who is a nominee of the nominating group, the nominations committee must consult with the Governance and Nominations Committee so they are informed about the skills, attributes and experience that the Board requires from the nominating group's Board nominee;
- (c) At least 30 days prior to the date on which the Board vacancy will arise, for each vacant position, the nominations committee will propose two candidates (one male and one female) to the Governance and Nominations Committee for its consideration; and
- (d) The Governance and Nominations Committee will then recommend to the Board that one of those candidates be appointed to the Board.

11. Vacation of Office

11.1 Vacancy of Office of Director

The office of a Director is vacated if the Director:

- (a) dies;
- (b) becomes of unsound mind or a person whose estate is liable to be dealt with in any way under the law relating to mental health;

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- (c) is absent without the consent of the Board from three consecutive Board meetings and the Directors resolve to remove the Director in accordance with clause 11.2;
- (d) resigns the office of Director by written Notice to the Chair;
- (e) is removed in accordance with clause 11.2;
- (f) becomes a bankrupt or suspends payment or liquidates by arrangement or compounds with or assigns the Director's joint and separate estate for the benefit of the Director's creditors; or
- (g) otherwise ceases to be, or becomes prohibited from being, by virtue of the Act or is removed from office as a Director by a resolution pursuant to the Act.

11.2 Removal of a Director

The Board may at any time if in its opinion a Director fails to comply with any provision of the Constitution or is guilty of any conduct that the Board considers unbecoming of a Director or is otherwise prejudicial to the interests of the College, requisition a meeting of Members of which notice pursuant to clause 11.3 shall be given, proposing a motion that the Director be removed, which motion shall be required to be passed in accordance with section 203D of the Act.

11.3 Notice to a Director

The Board may not make a determination under clause 11.2 unless at least two months before the meeting of the Board at which the determination is to be considered, Notice is given to the Director of the meeting, what is alleged against the Director and the possible determination and unless a Director has had an opportunity of giving at the meeting orally or in writing, any explanation or defence the Director may think fit before the resolution is considered by the Board.

12. Powers and Duties of the Board

12.1 Board to Govern College

- (a) The Board has responsibility for the business and affairs of the College. This responsibility is fulfilled through the development of strategies and policies for the College, and the monitoring and supervising of its activities in a framework of accountability. For the avoidance of doubt, the Board is not to become directly involved in the operational management of the College, the responsibility for which is to be vested primarily in the Principal.
- (b) Subject to clauses 12.1(a) and 16.2, the Board may do all that the College is authorised or permitted to do and that are not by this Constitution or by the Act directed or required to be done by the College in General Meeting.
- (c) The operation and effect of clause 12.1 is not limited in any way by the following provisions of this clause 12.

12.2 Power to Borrow

Without limiting the generality of clause 12.1, the Board may exercise all of the powers of the College to borrow or raise money, to charge any property or business of the College, to give any other security for a debt, liability or obligation of the College or of any other person and to guarantee or to become liable for payment of money or the performance of any obligations by any other person.

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12.3 Power to Give Security

The Board may exercise the powers conferred on it in clause 12.1 in such manner and upon terms and conditions in all respects as it thinks fit.

12.4 Execution of College Cheques etc

All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments signed, drawn, accepted, endorsed or otherwise executed by the College and all receipts for money paid to the College will be signed, drawn, executed, endorsed or otherwise executed, as the case may be in such a manner and by such persons as the Board shall determine.

12.5 Director's Contracts with the College

Subject to the Act:

- (a) No Director will be disqualified from holding the office of Director by virtue of holding any office or place of profit in any corporation in which the College is a shareholder or is otherwise interested;
- (b) Subject to clause 10.1, no Director will be disqualified by that office from serving the College in any other office or in any other professional capacity;
- (c) No Director will be disqualified by virtue of holding the office of Director from contracting with the College or any corporation in which the College is a shareholder or is otherwise interested or in any related entity, either as vendor, purchaser or otherwise and nor will any contract or arrangement entered into by or on behalf of the College in which any Director is in any way directly or indirectly interested be avoided; and
- (d) A Director is not liable to account to the College for any profit arising from that office or realised by the contract or arrangement, or by any participation in any association, institution, fund, trust or scheme or otherwise by reason only of the Director holding that office or of the fiduciary relations thereby established, provided that the disclosure required by clause 12.9 has been made.

12.6 Restrictions on Director Voting

- (a) A Director who has a material personal interest in a matter that is being considered at a meeting of Directors, unless section 195 of the Act permits, must not:
 - (i) be present while the matter is being considered at the meeting; or
 - (ii) vote on the matter.
- (b) No act of the College is invalid or voidable by reason only of the failure of a Director to comply with such prohibition.

12.7 Professional Capacity

Subject to the Act

- (a) any Director may act or the Director's firm may act in a professional capacity for the College or any other corporation in which the College is a shareholder or any related entity of the College; and

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- (b) the Director and that Director's firm will be entitled to remuneration for professional services as if that Director were not a Director, provided that this clause will not authorise a Director or that Director's firm acting as an Auditor of the College.

12.8 May Sign Notwithstanding Interest

Notwithstanding that a Director is interested in the contract or arrangement, that Director may be appointed as the Director to sign on behalf of the College any instrument to which the interest relates.

12.9 Disclosure of Interest

- (a) A Director who is in any way, whether directly or indirectly, interested in the matter in which the College has an interest will declare the nature of the interest at the meeting of the Directors as soon as practicable after the relevant facts have come to the Director's knowledge.
- (b) For the purposes of clause 12.9(a), a general Notice given to the Directors by a Director to the effect that the Director is an officer or member of a specified corporation or a member of a specified firm or is otherwise interested in any corporation or firm and is to be regarded as interested in any matter, after the date of the Notice, in which that corporation or firm may have an interest, will be deemed to be a sufficient declaration of interest in relation to the matter if:
 - (i) the Notice states the nature and extent of the Director's interest in the corporation or firm;
 - (ii) when the matter is first considered, the extent of the Director's interest in the corporation or firm is not greater than as stated in the Notice; and
 - (iii) the Notice is given at a meeting of the Directors or the Director takes reasonable steps to ensure that it is brought up and read at the next meeting of the Directors after it was given.
- (c) It is also the duty of the Director who holds any office or possesses any property the holding of which office or the possession of which property might, whether directly or indirectly, create duties or interests in conflict with the Director's duties or interests as a Director of the College, to declare at the first meeting of the Board held after the Director becomes a Director, or if the Director is already a Director at the first meeting of Directors held after the Director commenced holding any such office or possess any such property, the fact of the Director's holding such office or possessing such property and the nature, character and extent of the conflict.

12.10 Record of Disclosures

It is the Secretary's duty to record in the minutes any disclosure given by a Director pursuant to clause 12.9.

12.11 Meaning of Contract

In clause 12.9, where the context permits, "contract or arrangement" includes a proposed contract or arrangement.

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13. Proceedings of the Board

13.1 Meetings

- (a) The Directors shall meet together on no fewer than six occasions during each year for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.
- (b) The Chair may invite and the Directors may resolve that the Chair invite any person despite such a person not being a Director, to a meeting of the Board and to participate in any discussions the Directors think fit, provided that such a person shall not have any voting or other rights.
- (c) The Principal has the right to attend and speak at all meetings of the Board that are not in camera meetings and may be appointed to serve on any committee of the Board provided that the Principal shall have no power to vote.
- (d) Where it is impracticable to meet in person, Directors may meet together by Telephone.

13.2 Quorum

- (a) The quorum necessary for the transaction of the business of the Board shall be one half of the Directors plus one.
- (b) A meeting of the Directors during which a quorum is present is competent to exercise all or any of the authorities, powers and discretions under this Constitution for the time being vested in or exercisable by the Board generally.
- (c) Where a quorum cannot be established for a meeting of the Board (or consideration of a particular matter) a Director may convene a General Meeting to deal with a matter or the matters in question.
- (d) The continuing Directors may act notwithstanding a vacancy in their number but, if and so long as their number is reduced below the minimum prescribed by clause 13.2(a) as a quorum, 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 of summoning a General Meeting.

13.3 Convening meetings

A Director may, and the Secretary will on the request of the Director, convene a meeting of the Board in accordance with the Act.

13.4 Notice of Meeting

- (a) Notice of every Board meeting will be given to each Director and may be given to any Director's nominated electronic address.
- (b) A Board meeting may be called or held using any technology consented to by all the Directors. The consent may be a standing one. A Director may only withdraw the Director's consent within a reasonable period prior to the meeting.

13.5 Chair and Deputy Chair

The Chair is entitled to preside at meetings of the Board but, if the Chair is not present and able and willing to act within 15 minutes after the time appointed for a meeting or has

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signified an intention not to be present and able and willing to act, the following may preside (in order of entitlement):

- (a) the Deputy Chair;
- (b) a Director chosen by a majority of the Directors present.

13.6 Voting

Questions arising at a meeting of the Board are to be decided by a majority of votes and in the event of an equality of votes the chair of the meeting has a casting vote. The Chair has discretion both as to whether or not to use the casting vote and as to the way in which it is used.

13.7 Committees of the Board

- (a) The Board may delegate any of its powers to committees. Without limiting the generality of the foregoing, there shall be a Governance and Nominations Committee, a Finance, Audit and Risk Committee and an Ecumenical Life Committee, the functions of which committees are described in public charters which functions the Board may, after consulting the relevant committee, change from time to time.
- (b) Subject to clause 10.8(b), the Governance and Nominations Committee shall consist of three Directors whose terms of office do not conclude at the next Annual General Meeting, with the Principal and the Business Manager in Attendance by invitation.
- (c) Committees other than the Governance and Nominations Committee shall consist of two or more Directors, with the Principal and such other individuals including employees of the College as the Board thinks fit being in Attendance by invitation. The Chair shall be entitled to attend all committee meetings.
- (d) A nominee from each of the Founding Churches will be invited to attend meetings of the Ecumenical Life Committee.
- (e) The Board may revoke the delegation of its powers to a committee at any time,
- (f) A committee will conform to any regulations that may be imposed upon it by the Board in the exercise of its powers.
- (g) So far as they are capable of application and with the necessary changes, the provisions of this Constitution for regulating the meetings and proceedings of the Board govern the meeting and proceedings of committees.
- (h) A Committee shall at its first meeting elect from amongst its members a Chair provided that the Chair shall be a Director.
- (i) Minutes of meetings of committees maintained in accordance with clause 15 must be tabled at each subsequent meeting of the Board next after the committee meeting.

13.8 Written Resolution

- (a) If no less than three-quarters of the Directors have signed a document containing a statement that they are in favour of a resolution of the Board in terms set out in the document, a resolution in those terms will be deemed to have been passed at a meeting of the Board held on the day on which the document was signed and at the time at which the document was last signed by a Director or, if the Directors

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signed the documents on different days, on the day on which and at the time at which the document was last signed by a Director.

- (b) For the purposes of clause 13.8(a):
 - (i) two or more separate documents containing statements in identical terms each of which is signed by one or more Directors will together be deemed to constitute one document containing a statement in those terms signed by the Directors;
 - (ii) a reference to all Directors does not include a reference to the Director who, at a meeting of the Board, would not be entitled to vote in the resolution;
 - (iii) any document so signed by a Director may be received by the College at the Registered Office (or other place agreed by the Directors) by post, by facsimile or other electronic means or by being delivered personally by that Director.

14. Board Relations with Stakeholders

14.1 Communication with Community

The Chair will issue regular reports to the College community on the Board's activity, as far as this can reasonably be reported.

14.2 Chair's Consultation

Once each semester, the Chair will be available to meet with employees of the College whether on a group or personal basis. The Secretary shall be responsible for arranging such meetings.

15. Minutes

15.1 Minutes of all proceedings to be kept

The Directors will cause minutes of all proceedings of General Meetings and meetings of the Board, including meetings of committees of Board, to be duly entered in books kept for that purpose in accordance with the Act.

15.2 Minutes to be Signed by Chair

Except in the case of written resolutions made in accordance with clause 13.8, the Board will cause the minutes of all proceedings of General Meetings and meetings of the Board, including meetings of committees of Board, to be signed by the Chair of the meeting at which the proceedings took place or by the Chair of the next succeeding meeting.

15.3 Minutes to be Presumed Accurate

Where the minutes of proceedings of General Meetings and meetings of the Board, including meeting of committees of Board, are signed in accordance with clause 15.2, those minutes shall be presumed to be an accurate record of the relevant proceedings unless the contrary is proved.

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15.4 Inspection of Minutes

Books containing the minutes of proceedings of General Meetings will be open for inspection by any Member without charge.

16. Principal

16.1 Appointment

The Board will appoint a person to be Principal for a specified term.

16.2 Terms and Conditions of Principal's appointment

The appointment of the Principal will be subject to a contract which shall include among other things, a detailed position description (which, within the strategy and policy framework of the Board, will allocate to the Principal responsibility for the appointment and dismissal of staff, the enrolment and dismissal of students and the determination of educational programs) and mechanisms for the regular performance review of the Principal and for the negotiation of the Principal's remuneration, which is to be approved by the Board. The contract will also outline conditions for termination by either party.

17. Associated Bodies

17.1 Creation of Associated Bodies

The Board may create or authorise the creation of any Association related to the College's activities including but not limited to a Parents and Friends Association and a Past Students Association.

17.2 Officers

Such Association(s) shall appoint its own officers and determine its own activities subject to any rules or requirements placed on the Association by the Board from time to time.

17.3 Use of College Name

Any activities of the Association involving the public use of the name of the College shall first be approved by the Board.

17.4 Closure of Association

The Board may, at any time and for any reason, require the closure of an Association related to the College's activities and may impose any requirements it sees fit on the Association in relation to such closure.

18. Business Manager

18.1 Appointment

The Principal, in consultation with the Board, shall appoint a Business Manager.

18.2 Role

The Board and the Principal delegate to the Business Manager responsibility for the management of the business affairs of the College, through a detailed position description for the Business Manager.

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18.3 Terms of Appointment

The appointment of the Business Manager will be subject to a contract which specifies, among other things, mechanisms for the regular performance review of the Business Manager, and for negotiation of remuneration. The contract will also outline conditions for termination by either party.

19. Secretary

19.1 Appointment of Secretary

There must be at least one secretary of the College who is to be appointed by the Board on such terms and on such conditions as it thinks fit. Secretary includes the assistant or acting Secretary of the College and any substitute for the time being for the Secretary.

19.2 Suspension or Removal of Secretary

The Board may suspend or remove a Secretary from that office.

19.3 Powers of Secretary

The Board may vest in the Secretary such powers, duties and authorities as it may from time to time determine and the Secretary must exercise all such powers and authorities subject at all times to the control of the Board.

20. Auditor

20.1 Appointment

The College, at the annual General Meeting, shall appoint a properly qualified auditor.

20.2 Role

The auditor shall conduct an annual audit of the accounts of the College and report to the annual General Meeting in accordance with the Act.

21. Inspection of Books

- (a) Subject to the Act and any resolution of the College in General Meeting, the Board may determine whether and to what extent and at what times and places and under what conditions and regulations the books and documents of the College or any of them will be open to inspection by the Members and other persons.
- (b) A person, not being a Director, has no right to inspect any of the books or documents of the College except as conferred by the Act or authorised by the Board or by a resolution of the College in General Meeting and is not entitled to require or receive any information concerning the affairs of the College.

22. Notices

22.1 Method of Service of Notices

A notice may be served by the College on a Member or other person receiving Notice under this Constitution by any of the following methods:

- (a) by serving it personally on the Member or other person;
- (b) by leaving it at the Member's address or the address of the other person;

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- (c) by sending it by post in a pre-paid letter to the Member at the Member's address or for the other person at that person's address; or
- (d) by sending to the electronic address nominated by the Member or the person for the purpose of serving notices.

22.2 Deemed Service

- (a) Any notice sent by post is deemed to have been served on the fifth business day following that on which the envelope containing the notice is posted. In proving service, it is sufficient to prove that the envelope containing the notice was properly addressed and put into the post office. A certificate in writing signed by any officer of the Company that the envelope containing the notice was so addressed and posted is conclusive.
- (b) Any notice sent by electronic mail is taken to have been served when the transmission is sent.
- (c) The signature to any notice given by the Company may be written or printed or a facsimile of the signature may be affixed by mechanical or other means.
- (d) Where a period of notice is required to be given, the day on which the notice is served and the day of doing the act or other thing is not included in the number of days or other period.

23. Accounts

23.1 College to Maintain

The College will keep such accounting and other records of the business of the College as it is required to keep by the Act. The accounting and other records of the College shall be kept in confidence except where disclosure is authorised by the Act or by this Constitution.

23.2 Annual Accounts

At the annual General Meeting in every year the Board will lay before the College statements of financial performance and position for the last financial year of the College, together with such other accounts, reports and statements as are required by the Act.

23.3 Copy of Accounts

A copy of the documents referred to in clause 23.2 will be sent to all persons entitled to receive Notices of General Meetings together with the notice of meeting, as required by the Act.

23.4 Accounts Conclusive

Every set of accounts of the Board when audited and approved or received by a General Meeting at which it is presented will be conclusive except as regards any material error discovered in it within three months next after its approval or adoption. Whenever any material error is discovered within that period the account will forthwith be corrected and then they will be conclusive.

23.5 Financial Year

The financial year of the College is the year ending on 31 December in each year

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23.6 Non-Profit

- (a) The College must not be carried on for the purposes of profit or gain to individual Members.
- (b) Nothing in clause 23.6(a) affects the entitlement of a Director at the College to remuneration or reimbursement pursuant to clause 5.4.

24. Winding Up

24.1 Voluntary Winding Up

The College can only be wound up or dissolved voluntarily by the College pursuant to a Special Resolution of a General Meeting.

24.2 Prohibition on Transfer

If upon the winding up or dissolution of the College, there remains after satisfaction of all its debts and liabilities any property whatsoever, that property must not be paid to or distributed amongst the Members but must be given or transferred to one or more other funds, authorities or institutions which or each of which:

- (a) has objects similar to the objects of the College; and
- (b) whose constitution prohibits a distribution of its income and property among its members to an extent at least as great as is imposed on the College pursuant to this Constitution

to be determined by the Board at or before the time of dissolution or failing such a determination, by a judge who has or acquires jurisdiction in the matter.

25. Indemnities

To the extent permitted by law:

- (a) the College indemnifies out of the property of the College every person who is or has been an officer of the College against liabilities, costs or expenses incurred by that person in defending any proceedings in which judgment is given in that person's favour, or in which the person is acquitted, or in connection with an application in relation to any proceedings in which the court grants relief to the person pursuant to the Act or which are withdrawn before judgment; and
- (b) the College indemnifies out of the property of the College every person who is or has been an officer of the College against any liability incurred by the person, as an officer of the College, to another person (other than the College or a related body corporate of the College) unless the liability arises out of conduct involving a lack of good faith; and
- (c) the College indemnifies out of the property of the College every person who has been an officer of the College against any liabilities, costs or expenses in connection with any administrative or legal proceedings relating to that person's position with the College except proceedings against the person in which judgment is not given in that person's favour or in which that person is not acquitted.

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26. Insurance

To the extent permitted by law, the College may pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been an officer of the College against a liability:

- (a) incurred by the person in his or her capacity as an officer of the College or in the course of acting in connection with the affairs of the College or otherwise arising out of the officer's holding of such office, provided that the liability does not arise out of conduct involving a wilful breach of duty in relation to the College or a contravention of sections 182 and 183 of the Act; or
- (b) for costs and expenses incurred by that person in defending proceedings, whatever their outcome.

27. Interpretation

In clauses 25 and 26:

- (a) the term "proceedings" means any proceedings, whether civil or criminal, being proceedings in which it is alleged that the person has done or omitted to do some act, matter or thing in his or her capacity as such an officer or in the course of acting in connection with the affairs of the College or otherwise arising out of the officer's holding such office (including proceedings alleging that the officer was guilty of negligence, default, breach of trust or breach of duty in relation to the College); and
- (b) the term "officer" has the meaning given to that term in paragraphs (a) and (b) of the definition of "officer" in section 9 of the Act.

28. Deductible Gift Recipient Status

28.1 Deductible Gift Recipient Endorsement

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

28.2 Deductible Gift Recipient Accounting

Without limiting the operation of clause 28.1, the College must:

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

28.3 Transfer on Dissolution or Cessation of Deductible Gift Recipient Endorsement

In the event of the College being dissolved or ceasing to be endorsed as a DGR, any remaining gifts, deductible contributions and any money received in respect of such gifts

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and contributions, acquired by the College by virtue of such endorsement, must be transferred to an institution:

- (a) which is charitable at law; and
- (b) gifts to which can be deducted under Division 30 of the Income Tax Assessment Act 1997 (Cth) due to it being characterised as a public benevolent institution under clause 4.1.1 of section 30-45 of the Income Tax Assessment Act 1997 (Cth).

29. Alteration of the Constitution

This Constitution may only be amended in accordance with the Act, and with the approval of at least 75% of Members entitled to vote in person or by proxy at a general meeting.