



**COMPANIES ACT 1961  
Company Limited by Guarantee  
and not having a capital divided into shares**

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**MEMORANDUM**

**AND**

**ARTICLES OF ASSOCIATION**

**OF**

**SCECGS REDLANDS LIMITED**

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**(REPRINTED WITH AMENDMENTS  
JULY 2006)**



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SCEGGS REDLANDS LTD  
272 Military Road  
CREMORNE NSW 2090

Remove this top section if desired before framing



## Certificate of Registration on Change of Name

This is to certify that

**SCEGGS REDLANDS LTD**

**Australian Company Number 001 336 269**

did on the thirty-first day of July, 2006 change its name to

**SCEGGS REDLANDS LIMITED**

**Australian Company Number 001 336 269**

The company is a public company.

The company is limited by guarantee.

The company is taken to be registered under the Corporations Act 2001 in New South Wales and the date of commencement of registration is the twenty-third day of January, 1976.

Issued by the  
Australian Securities and Investments Commission  
on this thirty-first day of July, 2006.

A handwritten signature in black ink, appearing to read 'Jeffrey Lucy'.

Jeffrey Lucy  
Chairman



CERTIFICATE

**NEW SOUTH WALES**

**CORPORATE AFFAIRS COMMISSION**

No. of Company  
\_\_\_\_183399\_\_\_\_

STAMP DUTY  
SIX DOLLARS

**Companies Act, 1961**

**(Section 16(3))**

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**CERTIFICATE OF INCORPORATION OF PUBLIC COMPANY**

**THIS IS TO CERTIFY** that

**SCEGGS REDLANDS LIMITED**

is, on and from the twenty-third day of January, 1976, incorporated under the Companies Act, 1961, and that the company is a company limited by guarantee.

GIVEN under the seal of the Corporate Affairs Commission at Sydney, this twenty-third day of January, 1976.

F.J.O. RYAN  
COMMISSIONER

**THE COMPANIES ACT 1961**  
**Company Limited by Guarantee**  
**and not having a capital divided into shares**

**MEMORANDUM OF ASSOCIATION**

**OF**

**SCECGS REDLANDS LIMITED**

1. The name of the company is "SCECGS REDLANDS LIMITED" (hereinafter called "the Company").
2. The objects for which the company is established are:-
  - (a)
    - (i) to acquire and take over the school known as S.C.E.G.G.S. Redlands;
    - (ii) to conduct and operate the school in a manner such that the pupils thereat may obtain a sound general education of the highest order, and
    - (iii) to provide religious instruction in the same school in accordance with the Fundamental Declarations in the Church of England in Australia Constitutions Act 1961.
  - (b) To provide for the delivery and holding of lectures, concerts, exhibitions, sports, public meetings, classes and conferences calculated directly or indirectly to advance the cause of education.
  - (c) To print and publish any newspapers journals magazines periodicals books leaflets and other literary works and undertakings of interest or advantage to the school.
  - (d) To provide tuition, board lodging and attendance and all necessaries and conveniences to pupils whether boarders or otherwise.
  - (e) To purchase take on lease or in exchange, hire and otherwise acquire any lands buildings easements or property, real and personal and any rights or privileges which may be necessary for the purposes of or capable of being conveniently used in connection with any of the objects of the Company. And in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with the same in such manner as is allowed by law having regard to such trusts.
  - (f) To sell improve mortgage develop exchange lease enfranchise dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.
  - (g) In furtherance of the objects of the company to affiliate or amalgamate with any companies, institutions, societies or associations having objects identical to those of the company and approved by a Special Resolution of members of the company.
  - (h) To enter into any arrangements with any government or authority supreme, municipal, local or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such government or authority any rights privileges and concessions which

the company may think it desirable to obtain and carry out exercise and comply with any such arrangements rights privileges and concessions.

- (i) To invest any money of the company not immediately required in any investment authorised by law for the investment of trust funds.
- (j) To purchase and sell school clothing uniforms, books, equipment and all other materials of every description relating to or for the purposes of the Company.
- (k) To borrow or raise or secure the payment of moneys for the purposes of the Company in such manner as may from time to time be determined.
- (l) To establish and support or aid in the establishment and support of associations institutions funds trusts and conveniences calculated to benefit employees or past employees of the Company or the dependants or connections of any such persons; and to grant pensions and allowances; and to make payments towards insurance; and to subscribe or guarantee money for charitable or benevolent objects, or for any public general or useful object.
- (m) To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Company's interests and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof.
- (n) To take or hold mortgages, liens and charges to secure payment of the purchase price or any unpaid balance of the purchase price of any part of the Company's property of whatsoever kind sold by the Company or any money due to the Company from purchasers and others.
- (o) To take any gift of property whether subject to any special trusts or not, for any one or more of the objects of the company but subject always to the proviso in paragraph (e) of this Clause.
- (p) To take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company in the form of donations, subscriptions, loans deposits, or otherwise.
- (q) In furtherance of the objects of the Company to affiliate or amalgamate with any companies, institutions, societies or associations having objects altogether or in part similar to those of the Company.
- (r) In furtherance of the objects of the Company to purchase or otherwise acquire and undertake all or any part of the property assets liabilities and engagements of any one or more of the companies institutions societies or associations with which the Company is authorised to amalgamate.
- (s) Deleted by Special Resolution dated 28 June 1978.
- (t) To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company.
- (u) To grant and establish bursaries, exhibitions, scholarships, prizes and gratuities to or for pupils and past pupils and to make payments towards the expenses of teachers, pupils or scholars by way of grants for travelling, research books, materials, accommodations, equipment or otherwise.

- (v) To acquire and undertake the whole or any part of the business, property, and liabilities of any person company association or organisations, carrying on any business which the company is authorised to carry on, or possessed or property, suitable for the purposes of the company.
- (w) Deleted by Special Resolution dated 27th March 1980.
- (x) To take, or otherwise acquire, and hold, shares, debentures, or other securities of any other company.
- (y) To adopt such means of making known and advertising the business and products of the company as may seem expedient.
- (z) To apply for, secure, acquire by grant, legislative enactment, assignment, transfer, purchase, or otherwise, and to exercise carry out, and enjoy any charter, licence, power, authority, franchise, concession, right or privilege, which any Government or authority or any corporations or other public body may be empowered to grant; and to pay for, aid in, and contribute towards carrying the same into effect; and to appropriate any of the Company's shares, debentures, or other securities and assets to defray the necessary costs, charges, and expenses thereof.
- (aa) To apply for, promote, and obtain any statute, order, regulation, or other authorisation or enactment which may seem calculated directly or indirectly to benefit the company; and to oppose any bills, proceedings, or applications which may seem calculated directly or indirectly to prejudice the company's interests.
- (bb) To carry out all or any of the objects of the Company and do all or any of the above things in any part of the world and either as principal, agent, contractor, or trustee or otherwise, and by or through trustees or agents or otherwise and either alone or in conjunction with others.
- (cc) Deleted by Special Resolution dated 27 March 1980.
- (dd) To do all such other things as are incidental or conducive to the attainment of the objects of the exercise of the powers of the Company.
- (ee) The powers set forth in the Third Schedule to the Companies Act 1961 shall not apply to the Company except in so far as they are included in this Clause.

3. The liability of the members is limited.

4. The income and property of the company whencesoever derived shall be applied solely towards the promotion of the objects of the company as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to the members of the Company. Provided that nothing herein shall prevent the payment of interest or repayment of principal to any member in respect of any money which may at any time be lent to the Company nor the payment in good faith of remuneration to any officer or servant of the company or to any member in return for services actually rendered to the Company.

5. Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member or within one year afterwards for payment of the debts and liabilities of the Company contracted before he ceases to be a member and the costs charges and expenses of winding up and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding \$10.00.

6. If upon the winding up or dissolution of the company there remains after satisfaction of all debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the members of

the company but shall be given or transferred to any corporation or association which is then conducting an Anglican School in the Diocese of Sydney but if no such corporation or association exists then to any corporation or association which is then conducting an Anglican School in Australia. For the purposes of this Clause "Anglican School" means a school in which a majority of the governing body is comprised of persons appointed or elected by or at the instance of a Synod of a Diocese of the Church of England in Australia to be determined by the members of the company at or before the time of dissolution and in default thereof by the Chief Judge in Equity of the Supreme Court of New South Wales or such other Judge of that Court as may have or acquire jurisdiction in the matter and so far as effect cannot be given to the aforesaid provisions then to such registered charity or exempted charity or charities as may be decided upon by the members by special resolution".

7. The full names and addresses and occupations of the subscribers to this Memorandum of Association are as follows:

John Harold Albert Lang:	29 Smith Avenue North Manly NSW	Company Director
Bruce Bethune Adams:	17 Covelee Circuit Middle Cove NSW	Director
John Wilmot Roberts:	64 Wyong Road Mosman NSW	Bank Manager
Rodney Pegus	31 Earle Street, Cremorne NSW	Architect & Company Director
Charles Goldberg	25 Bullecourt Ave Mosman NSW	Business Proprietor

8. We the several persons whose names and address are subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association.

DATED this 12th day of January 1976

<b>SIGNATURES</b>	<b>WITNESSES TO SIGNATURE and ADDRESS OF WITNESS</b>
J.H.A. LANG	ALISTAIR BLUETT 60 Martin Place SYDNEY NSW 2000 Solicitor
J.W. ROBERTS	ALISTAIR BLUETT
B.B. ADAMS	D. WEAVER
R.J. PEGUS	DIANA WEAVER J.P. 26 Westminster Avenue DEE WHY NSW 2099
C. GOLDBERG	R.B. SOUTH 76 Pound Avenue BELROSE NSW 2086

**THE COMPANIES ACT 1961**

Company Limited by Guarantee and not having  
a capital divided into shares

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**ARTICLES OF ASSOCIATION**

**OF**

**SCECGS REDLANDS LIMITED**

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**INTERPRETATION**

In these Articles:

the "Act" means the Companies Act 1961 (NSW)

the "School" means the establishment known as SCECGS REDLANDS

"Secretariat" means Sydney Diocesan Secretariat which is a body incorporated under the Church of England (Bodies Corporate) Act 1938

the "Council" means the Council for the time being established in accordance with Article 10 of these articles

the "Company" means SCECGS REDLANDS LIMITED.

**GENERAL:**

1. The Company is established for the purposes set out in the Memorandum of Association.

**MEMBERSHIP:**

2. For the purpose of registration the number of members of the Company is declared to be limited to a maximum of 1,000.
3. Subject to the Articles, the members of the Company shall comprise:
  - (a) The subscribers to the Memorandum of Association, and
  - (b) Such other persons as the Council shall admit to membership in accordance with the Articles of Association and whose membership shall not have terminated in accordance with the said Articles.



(c) The Secretariat. Provided however that the provisions of Articles 4, 5, 6, 7 and 9 shall not apply to the Secretariat. If the Secretariat serves a notice on the company (being a written notice executed under the Common Seal of the Secretariat and delivered to the registered office of the company) in which it:-

- (a) that it does not wish to remain a member of the company, and
- (b) nominates a corporation or company as a member of the company in its place,

then, upon the service of such notice –

- (i) the Secretariat shall cease to be a member of the company, and
- (ii) the corporation or company nominated in such notice shall be deemed to be and to have become a member of the company and, notwithstanding anything in the interpretation provision preceding Article 1 or in any other Article to the contrary, the word "Secretariat" where used in these Articles (including this Article) shall thereafter refer to that corporation or company until a further such notice is served on the company pursuant to this Article by that corporation or company."

4. (i) A person shall be eligible for admission to membership of the Company provided:

- (a) he has attained the age of eighteen (18) years; and
- (b) he has made application for membership in writing in the form hereinafter set forth duly signed by the applicant; and
- (c) the applicant has been proposed for membership by two members of the Company to whom he is personally known, such proposal being in the form hereinafter set forth.

(ii) The form of application and proposal for membership shall be as follows: -

"To the Council, SCECGS Redlands Limited, I hereby apply to become a member of SCECGS Redlands Limited, a company limited by guarantee and I hereby agree if elected to membership to be bound by the Memorandum and Articles of Association of the Company and by its regulations for the time being and I authorise my name to be entered in the Register of Members. I have attained the age of eighteen (18) years.

Full Name:

Address:

Signature:

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 198 .

The above applicant is known personally to us and we believe him to be a suitable person to be elected as a member of SCECGS Redlands Limited.

Name of Proposer:

Signature:

Name of Seconder:

Signature:

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 198 .

5. The Council may accept any application for membership or for re-election to membership or may in its absolute discretion reject any application for membership or for re-election to membership without assigning any reason therefor.
6. The rights of a member as such shall be personal and shall not be transferable and shall cease on his death.
7. A A person (other than the Secretariat) shall, ipso facto, cease to be a member of the Company if he:-
  - (i) resigns his membership of the Company by notice in writing to the Company; or
  - (ii) does not apply in the form hereinafter set forth for re-election to membership of the Company on or before every fourth anniversary of the date of his admission to membership provided that in the case of members who were admitted to membership four years or more before 12th April, 1983, the date of their admission to membership for the purposes of this Article shall be deemed to be 12th April, 1983; or
  - (iii) having made application for re-election to membership as hereinbefore provided has not within a period of three (3) calendar months of lodging such application been duly re-elected as a member of the Company by resolution of the Council; or
  - (iv) dies.
7. B. The application by a member for re-election to membership of the Company shall be in writing duly signed by the member in the following form:
 

"To the Directors, SCECGS Redlands Limited, I hereby apply for re-election as a member of SCECGS Redlands Limited, a company limited by guarantee and I hereby agree if re-elected as a member to be bound by the Memorandum and Articles of Association of the Company and by its regulations for the time being and I authorise my name to be retained in the Register of Members.

Full Name:  
Address:  
Signature:

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 198 .
8. A person who ceases to be a member shall continue to be liable for any sum not exceeding \$10.00, for which he may be liable as a member of the Company under Clause 5 of the Memorandum of Association of the Company.
9. If any member shall refuse or neglect to comply with the provisions of the Memorandum and Articles of Association or regulations of the Company or shall become bankrupt or lunatic or shall in the opinion of the Council be guilty of any conduct derogatory of or contrary to the interests of the company such member shall be liable to expulsion by resolution of the Council provided that at least one week before the meeting of the Council at which such resolution is passed he shall have had notice thereof and of the intended resolution for his expulsion. Such member may attend the meeting and be heard thereat but shall not be present at the voting or take part in the proceedings other than as the Council may allow.
10. (i) Subject to the following subclauses, the business of the company shall be managed by the Council hereinafter constituted.

- (ii) In so far as the business of the company at any time or from time to time touches on, concerns or involves:
  - (a) the instruction or practice of religion, or
  - (b) the appointment or removal of a Chaplain,

that part of the business of the company shall be managed by the Councillors appointed pursuant to Paragraph (b) of Subclause (iv) of this Article to the exclusion of all other Councillors.

- (iii) In so far as the business of the company at any time or from time to time touches on, concerns or is involved in the appointment or removal of a Headmaster or Headmistress or the extension to the term of office of Headmaster or Headmistress, no decision on that part of the business of the company shall be concluded unless that decision is supported by more than half of the Councillors appointed pursuant to Paragraph (b) of Subclause (iv) of this Article.
- (iv) The Council shall consist of not less than six (6) nor more than fifteen (15) persons of whom;
  - (a) not less than two (2) nor more than six (6) shall be appointed by a resolution of members at a general meeting of the company as hereinafter, provided and
  - (b) five (5) shall be appointed by the Secretariat which may at any time and from time to time remove and replace any of these Councillors.

The Councillors appointed by resolutions pursuant to Paragraph (a) shall be known as "the Elective Councillors". Any appointment or removal by the Secretariat shall be by notice in writing signed by the Secretariat and shall take effect on and from the date on which that notice is lodged at the registered office of the company.

- (v) Notwithstanding anything in these Articles to the contrary, a person shall not be entitled to be or remain a Councillor or be elected a Councillor unless he or she:
  - (a) is not opposed to the propagation and practice of the Christian faith and recognises this to be an object of the school, and
  - (b) is willing to support the continuance of the school as a place of instruction and education in which the providence of God as revealed in canonical scripture of the Old and New Testament is an integral and essential part.

11. At each annual general meeting of the Company one third of the Elective Councillors shall retire from office and such retirement shall be in order of seniority and shall take effect as at the close of the meeting. Seniority shall be determined according to time elapsed since last appointment to office and where the length of such appointment of two or more Councillors is equal to the order of seniority shall be determined by the Council. Elective Councillors retiring at an annual general meeting shall be eligible for re-election.

12. The Elective Councillors shall have power at any time and from time to time to appoint any person to be a nominee Councillor and such nominee Councillor when so appointed shall hold office until the end of the meeting of the Council next following the general meeting and shall be eligible for re-appointment.

13. The Council shall endeavour to appoint as a Nominee Councillor a Bishop of the Church of England who has held office as a Bishop of the Church of England in the Diocese of Sydney and an educationalist or person trained in the science of education.
14. The Council shall have power at any time and from time to time to appoint any person to be a Councillor to fill a casual vacancy amongst the Elective or Nominee Councillors. Any Councillor so appointed shall hold office only until the next following annual general meeting and shall then be eligible for re-election but shall not be taken into account in determining the Councillors to retire by rotation at that meeting.
15. The first elective councillors shall be the subscribers to the Memorandum of Association of the Company.
16. All cheques, promissory notes, draft bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn and accepted and endorsed or otherwise executed as the case may be in such manner and form as the Council from time to time shall determine.
17. The quorum for a meeting of the Council shall be seven (7) Councillors present in person of whom at least one (1) shall be a Councillor appointed by the Secretariat.
18. Questions arising at any meeting shall be decided by a majority of votes and in case of an equality of votes the Chairman shall have a second or casting vote.
19. The Chairman, and failing him the Deputy Chairman shall preside at each meeting of the Council. If there be no Chairman or Deputy Chairman present, the Councillors present shall elect a Chairman from amongst their number.
20. The Council may delegate any of its powers to committees consisting of such members of its body as it thinks fit and may from time to time revoke such delegation. Any committee so formed shall in the exercise of the powers so delegated conform to any directions that may from time to time be given to it by the Council. The meetings and proceedings of any such committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Council so far as the same are applicable thereto and are not superseded by any directions given to the Council under this article.
21. A resolution in writing signed by all Councillors shall be as valid and effectual as if it had been passed at a meeting of the Council duly called and constituted.
22. Any Councillor may, with the approval of the Council, from time to time, appoint either orally or in writing under his hand any other person as his alternate to vote for him at any one or more of the meetings of the Council. Such appointment may be general or limited to any one or more meetings or to any specific question or matter and:
  - (a) if oral, must be communicated to the Secretary or the Company at least 12 hours prior to the meeting or the first of a number of meetings in respect of which the appointment is given and the statement of the Secretary at any meeting at which such alternate proposes to vote that such alternate has been so appointed shall be prima facie evidence of his due appointment; and
  - (b) if in writing must if requested be produced at any meeting at which the holder of such writing proposes to vote.
23. The Councillors shall choose one of their number to be Chairman and another to be Deputy Chairman.
24. The office of a Councillor shall ipso facto be vacated if the Councillor:

- (a) become bankrupt or makes any arrangement or composition with his creditors generally
- (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 his office by notice in writing to the Council
- (d) for more than three months is absent without permission of the Council from Council meetings held during that period
- (e) is directly or indirectly interested in any Contract or proposed contract with the Company and fails to declare the nature of his interest in the manner required by the Act

**SECRETARY:**

25. The Secretary shall in accordance with the Act be appointed by the Council for such term at such remuneration and upon such conditions as it thinks fit; and any secretary so appointed may be removed by them. Nothing herein shall prevent the Councillors from appointing a member of the Council as honorary secretary and any member so appointed shall be subject to the provisions of Clause 4 of the Memorandum of Association.

**GENERAL MEETINGS OF THE COMPANY:**

26. A general meeting (which shall be the Annual General Meeting) of the members of the Company shall be held annually during the period eight (8) weeks after the end of the financial year of the Company.
27. The Council may whenever it thinks fit convene and Extraordinary General Meeting of the Company.
28. Subject to Clause 26 general meetings may be held in Sydney at such time and place as may be determined by the Council or failing it the Chairman.
29. The Chairman or failing him, the Deputy Chairman or failing him a Chairman to be elected by those present shall preside at each meeting.
30. A notice convening an extraordinary general meeting shall set out in sufficient detail the nature of the business to be considered at such meeting.
31. Subject to the provisions of the Act relating to special resolutions and agreements for shorter notice, fourteen days notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which the notice is given) specifying the place the day and hour of meeting and in case of special business the general nature of that business shall be given to such persons as are entitled to receive such notices from the Council.
32. All business shall be special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of the consideration of the accounts balance sheets and the report of the Councillors and auditors, the election of Councillors in the place of those retiring.

**PROCEEDINGS AT GENERAL MEETINGS:**

33. The quorum for a general meeting shall be fifteen (15) members personally present provided that if any business which is special business is to be transacted the quorum for the transaction of such business shall include the Secretariat.
34. If within 15 minutes after the time appointed for the meeting a quorum is not present, the meeting if convened upon the requisition of members shall be dissolved and in any other case it shall stand

adjourned to the same day in the next week at such time and place as the Council may determine and if at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting the members present (being not less than ten) shall be a quorum.

35. Every question submitted to a meeting shall be decided by a show of hands and in the case of an equality of votes the Chairman shall have a casting vote in addition to the vote to which he may be entitled as a member.
36. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a ballot is (before or on the declaration of the show of hands) demanded:
  - (a) the Chairman; or
  - (b) by at least three members present in person or by proxy,  
or
  - (c) by the Secretariat

Unless a ballot is so demanded, a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a ballot may be withdrawn.

37. If a ballot is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairman directs and the result of the ballot shall be the resolution of the meeting at which the ballot was demanded but a ballot on the election of the Chairman or on a question of adjournment shall be taken forthwith.
38. A member may vote in person or by proxy and whether on a show of hands or on a ballot every person present who is a member or a representative of a member shall have one vote provided that on a ballot the Secretariat shall be entitled to cast votes equal in number to one-half of all votes cast in such ballot (excluding the vote of the Secretariat) whether such votes are cast by members in person or by proxy and the question shall then be decided by adding the said votes of the Secretariat to the total number of votes cast by all other members.
39. The instrument appointing a proxy shall be in writing (in the common or usual form) under the hand of the appointor. A proxy may but need not be a member of the Company. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
40. The instrument appointing a proxy and the power of attorney or other authority if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company or at such other place within the State as if specified for that purpose in the notice convening the meeting or handed to the Secretary of the Company at any time prior to the commencement of the meeting or adjourned meeting at which the person named in the instrument proposes to vote.

**SEAL:**

41. The Council shall provide for the safe custody of the seal, which shall only be used by the authority of the Council or of a subcommittee of Councillors authorised by the Council in that behalf and every instrument to which the seal is affixed shall be signed by two Councillors and shall be countersigned by the Secretary or by some other person appointed by the Council for that purpose.

**ACCOUNTS:**

42. The Council shall cause proper accounting and other records to be kept and shall distribute copies of every profit and loss account and balance sheet (including every document required by law to be attached thereto) accompanied by a copy of the auditor's report thereon as required by the Act provided however that the Council shall cause to be made out and laid before each annual general meeting a balance sheet and profit and loss account made up to a date not more than six months before the date of the meeting.
43. The profit and loss accounts and balance sheet of the company shall be made up as at the 31st December each year and the accounting year of the company shall be the calendar year.
44. A duly registered auditor or auditors shall be appointed and his or their remuneration fixed and duties regulated in accordance with the Act.

**NOTICE:**

45. A notice shall be served by the company on any member either personally or by sending it through the post in a pre-paid letter envelope addressed to such member at his registered place of address or by handing it to a messenger and any such notice shall be deemed to be served upon such member at the expiration of 48 hours after it is so posted or handed to such messenger and any such notice or document shall be deemed to have been duly and sufficiently served upon such member.

**OFFICIAL VISITOR:**

46. The Archbishop of Sydney shall be ex-officio the "Official Visitor of the School".

**INDEMNITY:**

47. Every director, managing director, agent, auditor, secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under his Act in which relief is granted to him by the Court in respect of any negligence, default, breach of duty or breach of trust.

We, the several persons whose names are subscribed being the subscribers to the Memorandum of Association hereby agree to the foregoing Articles of Association.

DATED this 12th day of January 1976

SIGNATURE OF SUBSCRIBERS	WITNESS TO SIGNATURE
J.H.A. LANG	ALISTAIR BLUETT
J.W. ROBERTS	ALISTAIR BLUETT
B.B. ADAMS	D. WEAVER
R. J. PEGUS	DIANA WEAVER J.P.
C.GOLDBERG	R.B. SOUTH