

Corporations Act 2001

**CONSTITUTION
OF
SCECGS REDLANDS LIMITED**

ACN 001 336 269

1. DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

In this Constitution unless the contrary intention appears:

“ACN” means Australian Company Number as registered with the Australian Securities and Investments Commission.

"ACNC" means the Australian Charities and Not-for-profits Commission.

“ACNC Act” means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth).

“Archbishop” means the Archbishop of Sydney for the time being or in his absence, his Commissary or if the see is vacant, the administrator of the Anglican Diocese of Sydney.

“Auditor” means the Company’s auditor from time to time.

“Board” means the Board of Directors of the Company from time to time.

"Cash" includes cheques, bank cheques, deposits at call and moneys standing to the credit of any bank account of the Company.

“Chairperson” means any person elected in accordance with this Constitution to perform any of the duties of a chairperson of the Board, or of any meeting of Members or a committee of the Company.

“Church Director” has the meaning given in Clause 7.5(b).

“Church Member” means:

- (a) immediately following adoption of this Constitution, Mr Robert James Wicks; and
- (b) thereafter, the then current Church Member appointed pursuant to Clauses 6.3 or 6.3A

“Child Protection Act” means the *Child Protection (Offenders Registration) Act 2000* (NSW)

“Company” means SCECGS Redlands Limited ACN 001 336 269.

“Constitution” means this constitution as amended from time to time.

"Contribution" has the same meaning as in Division 30 of the Tax Act.

"Corporations Act" means the *Corporations Act 2001* (Cth).

"DGR" means a fund, authority or institution in Australia that is endorsed by the Commissioner of Taxation as a deductible gift recipient (within the meaning of Division 30 of the Tax Act).

“Directors” means the Directors of the Company from time to time appointed in accordance with this Constitution.

“Education Act” means the *Education Act 1990* (NSW).

“Fundamental Declarations” means the declarations found in the schedule to the *Anglican Church of Australia Constitutions Act 1961* (NSW).

"Fund raising event" has the same meaning as in Division 30 of the Tax Act.

"Gift Fund" means a fund meeting the requirements of section 30.130 of the Tax Act.

"Land" includes any interest in land whether vested or contingent, freehold or leasehold, and whether at law or in equity.

"Member" means any person or organisation entered in the Register of Members for the time being of the Company in accordance with this Constitution.

"Memorandum and Articles of Association" means the constitution of the Company immediately prior to the adoption of this Constitution.

"Officer" means a Director or Secretary and includes a Director or Secretary after they have ceased to hold that office.

"Preserved Provision" means clauses 4.1(a), 6.2(c), 6.3, 6.3A, 7.3, 7.4, 7.5, 7.6, 7.7 (the second sentence and paragraphs (a) and (b)), 7.11 (second sentence), 10.1, 10.4, 10.8, 19 and 21 of this Constitution.

"Property" means real or personal, movable or immovable property of any description and wheresoever situated including (without limiting the generality of the foregoing) Land, Cash, choses in action, policies of any type, and any beneficial interest in any of the foregoing.

"Principal" means the appointed leader and head administrator and manager of the School.

"Register" means the register of Members of the Company.

"Responsible Person" means person who, because of their tenure of some public office or their professional standing, have an underlying community responsibility, as distinct from obligations solely in regard to the purpose of the Company and must comply with the responsibilities of "Responsible Person" as described in the Education Act.

"School" means the establishment known as SCECGS REDLANDS.

"Secretariat" means Sydney Diocesan Services which is a body incorporated under the *Anglican Church of Australia (Bodies Corporate) Act 1938* (NSW).

"Secretary" means the person holding the office of secretary of the Company from time to time, appointed by the Board.

"Tax Act" means the *Income Tax Assessment Act 1997* (Cth).

1.2. Interpretation

In this Constitution unless the contrary intention appears:

- (a) words importing any gender include all other genders;
- (b) the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;
- (c) the singular includes the plural and vice versa;
- (d) a reference to a law includes regulations and instruments made under the law;
- (e) a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by the State or the Commonwealth of Australia or otherwise;
- (f) a power, an authority or a discretion reposed in a Director, the Directors, the Company in general meeting or a Member may be exercised at any time and from time to time;

- (g) where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions or in any other manner approved by the Directors; and
- (h) “writing” and “written” includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise.

1.3. Headings

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

2. PREAMBLE

The Company was established on 12 January 1976 to acquire the right to manage the School known as SCECGS Redlands. The governance of the School was described in the Memorandum and Articles of Association under the Companies Act 1961. The original subscribers to the Memorandum and Articles of Association were Mr John Lang, Mr Bruce Adams, Mr John Roberts, Mr Rodney Pegus and Mr Charles Goldberg. The Memorandum and Articles of Association have been replaced by this Constitution at a meeting of the Members of the Company on 21 September 2023.

3. GENERAL

- 3.1. The name of the Company is “SCECGS REDLANDS LIMITED” (hereinafter called the “Company”).
- 3.2. The Company is a not-for-profit public company limited by guarantee.
- 3.3. The liability of the Members is limited.
- 3.4. The income and property of the Company shall be applied solely towards the promotion of the objects of the Company as set forth in this Constitution and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise 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 of the Company or to any Member in return for services actually rendered to the Company.
- 3.5. Every Member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while they are a Member or within one year afterwards for payment of the debts and liabilities of the Company contracted before they cease 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.

4. OBJECTS

4.1. The Company is established to advance education and:

- (a) to:
 - i. conduct and operate the School in a manner such that the pupils thereat may obtain a sound general education of the highest order; and
 - ii. provide religious instruction in the same school in accordance with the Fundamental Declarations.
- (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 necessities 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 Clause 4.1(e)
- (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) 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.
- (t) 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.
- (u) to take, or otherwise acquire, and hold, shares, debentures, or other securities of any other company.
- (v) to adopt such means of making known and advertising the business and products of the Company as may seem expedient.
- (w) 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.
- (x) 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.

- (y) 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.
- (z) 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.

5. POWERS

- 5.1. Subject to Clause 3.4, the Company has the following powers, which may only be used to carry out its purpose set out in Clause 4.1:
 - (a) the powers of an individual; and
 - (b) all the powers of a company limited by guarantee under the Corporations Act.

6. MEMBERSHIP

- 6.1. For the purpose of registration, the number of Members of the Company is declared to be limited to a maximum of 1,000.
- 6.2. Subject to this Constitution, the Members of the Company shall comprise of:
 - (a) the Members as at the date this Constitution is adopted;
 - (b) such other persons as the Board shall admit to membership in accordance with the Constitution and whose membership shall not have terminated in accordance with the said Constitution; and
 - (c) the Church Member, provided however that the provisions of Clauses 6.4 (a) (if the Church Member is a corporation or company), 6.4 (c), 6.4 (d), 6.5 to 6.9 (inclusive) and 6.11 shall not apply to the Church Member.

6.3. Church Member

If the Church Member serves a notice on the Company (being a written notice executed by the Church Member and delivered to the registered office of the Company):

- (a) in which it states that it does not wish to remain a Member of the Company;
- (b) in which it nominates a corporation, company or individual as a Member of the Company in its place (the “Incoming Church Member”);
- (c) containing an application to become the Church Member and agreement to be bound by this Constitution, executed by the Incoming Church Member; and
- (d) containing a written consent executed by the Archbishop approving the nomination of the Incoming Church Member referred to in clauses 6.3(b),

then

- (e) promptly following the service of such notice the Directors will admit the Incoming Church Member as the Church Member, at which time:
 - (i) the then current Church Member shall cease to be a Member of the Company; and

(ii) despite anything contained in this Constitution, the expression "Church Member", where used in this Constitution, shall refer to that Incoming Church Member until a further notice is served on the Company pursuant to this clause by that person; and

(f) until admitted as Church Member by the Directors, the Incoming Church Member which is the subject of a notice given pursuant to this clause exercises all rights and undertake all responsibilities under this Constitution of the Church Member that served the notice.

6.3A If the Church Member for any reason ceases to be a Member and a Church Member is not simultaneously appointed in their place, or the position of Church Member otherwise becomes vacant or their appointment is invalid; and

(a) a written notice has been served on the Company containing a written consent to become the Church Member and agreement to be bound by this Constitution, executed by the Archbishop; then

(b) the Church Member will be deemed for that period to be the Archbishop, until the Archbishop is replaced as Church Member by notice served by the Archbishop as Church Member pursuant to Clause 6.3.

6.4. A person shall be eligible for admission to membership of the Company provided:

(a) they have attained the age of eighteen (18) years; and

(b) they have not been and are not a registrable person for the purposes of the *Child Protection (Offenders Registration) Act 2000* (NSW); and

(c) they have made application for membership in writing in the form hereinafter set forth duly signed by the applicant; and

(d) the applicant has been proposed for membership by two Members of the Company to whom they are personally known, such proposal being in the form hereinafter set forth.

6.5. **Application for Membership**

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

"To the Board of 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 Constitution 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. I have not been and am not a registrable person for the purposes of the *Child Protection (Offenders Registration) Act 2000* (NSW)."

Full Name:

Address:

Signature:

Dated the day of , 20 .

The above applicant is known personally to us and we believe them 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 , 20 .

- 6.6. The Board 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.

6.7. **Cessation of Membership**

The rights of a Member as such shall be personal and shall not be transferable and shall cease on their death or termination.

- 6.8. A person (other than the Church Member) shall cease to be a Member of the Company if they:

- (a) resign their membership of the Company by notice in writing to the Company; or
- (b) do 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 their admission to membership; or
- (c) 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 Board; or
- (d) die.

6.9. **Re-election to Membership**

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 Constitution 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 , 20 .

- 6.10. A person who ceases to be a Member shall continue to be liable for any sum not exceeding \$10.00, for which they may be liable as a Member of the Company under Clause 3.5 of the Constitution of the Company.
- 6.11. If any Member shall refuse or neglect to comply with the provisions of the Constitution or regulations of the Company or shall become bankrupt or of unsound mind or shall in the opinion of the Board 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 Board provided that at least one week before the meeting of the Board at which such resolution is passed they shall have had notice thereof and of the intended resolution for their 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 Board may allow.

7. BOARD OF DIRECTORS

- 7.1. The Directors holding office at the date of adoption of this Constitution will continue in office subject to this Constitution and the business of the Company shall be managed by the Board hereinafter constituted.
- 7.2. The Directors may meet for the dispatch of business, adjourn or otherwise regulate their meetings as they see fit. The Directors may conduct their meetings in person, by telephone, audio visual link or by using any other technology consented to by all Directors. Such consent may be a standing one.
- 7.3. 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 Church Directors to the exclusion of all other Directors.
- 7.4. 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 Principal or the extension to the term of office of Principal, 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 Church Directors.
- 7.5. The Board shall consist of not less than seven (7), nor more than twelve (12) persons of whom:
- (a) not more than eight (8) shall be appointed by a resolution of Members at a general meeting of the Company (**Elective Directors**); and
 - (b) not more than four (4) shall be appointed by the Church Member which may at any time and from time to time remove and replace any of these Directors (**Church Directors**).
- 7.6. Church Directors shall hold office until the conclusion of the third annual general meeting following their appointment and shall be eligible for re-appointment. Any appointment or removal by the Church Member shall be by notice in writing signed by the Church Member and shall take effect on and from the date on which that notice is lodged at the registered office of the Company.
- 7.7. Elective Directors shall hold office for the period set out in Clause 7.8. Notwithstanding anything in this Constitution to the contrary, a person shall not be entitled to be or remain a Director or be elected a Director 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.
- 7.8. At each annual general meeting of the Company one quarter of the Elective Directors 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 Directors is equal, the order of seniority shall be determined by the Board. Elective Directors retiring at an annual general meeting shall be eligible for re-election.

- 7.9. The Board shall endeavour to appoint as a Director an experienced educationalist.
- 7.10. The Board shall have power at any time and from time to time to appoint any person to be a Director to fill a casual vacancy amongst the Elective Directors. Any Director 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 Directors to retire by rotation at that meeting.
- 7.11. The quorum for a meeting of the Board shall be seven (7) Directors present in person. At least one (1) of such Directors must be a Church Director.
- 7.12. The Board shall choose one Director to be Chairperson and another to be Deputy Chairperson.
- 7.13. Questions arising at any meeting shall be decided by a majority of votes and in case of an equality of votes, the Chairperson shall have a second or casting vote.
- 7.14. The Chairperson, or failing them, the Deputy Chairperson shall preside at each meeting of the Board. If there be no Chairperson or Deputy Chairperson present, the Directors present shall elect a Chair from amongst their number.
- 7.15. The Board may delegate any of its powers to committees consisting of such Directors 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 Board. The meetings and proceedings of any such committee consisting of two (2) or more Directors shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board so far as the same are applicable thereto and are not superseded by any directions given by the Board under this article.
- 7.16. A resolution in writing signed by all Directors shall be as valid and effectual as if it had been passed at a meeting of the Board duly called and constituted.
- 7.17. Any Director may, with the approval of the Board, from time to time, appoint either orally or in writing under their hand, any other person as their alternate to vote for them at any one or more of the meetings of the Board. 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 twelve (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 or her 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.
- 7.18. The office of a Director shall be vacated if the Director:
 - (a) becomes bankrupt or makes any arrangement or composition with their 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) resign their office by notice in writing to the Board;
 - (d) for more than three months is absent without permission of the Board from Board meetings held during that period; or
 - (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 Corporations Act.
- 7.19. No remuneration, fees or other benefit may be paid or given by the Company to any Director except:
- (a) for the reimbursement of out-of-pocket expenses properly incurred on reasonable commercial terms in carrying out the duties of a Director;
 - (b) for any service rendered to the Company in a professional or technical capacity, where the terms of service are on reasonable commercial terms; or
 - (c) as an employee of the Company, where the terms of employment are on reasonable commercial terms and have been previously approved by a resolution of the Directors.

8. SECRETARY

The Secretary shall in accordance with the Corporations Act be appointed by the Board for such term, at such remuneration and upon such conditions as it thinks fit. Any Secretary so appointed may be removed by the Board. Nothing herein shall prevent the Directors from appointing a member of the Board as honorary Secretary and any Member so appointed shall be subject to the provisions of Clause 3.4.

9. GENERAL MEETINGS OF THE COMPANY

- 9.1. A general meeting of the Members of the Company shall be held annually during the period four (4) calendar months after the end of the financial year of the Company (**Annual General Meeting**).
- 9.2. The Board may whenever it thinks fit convene an extraordinary general meeting of the Company.
- 9.3. Annual General Meetings may be held in Sydney, Australia, at such time and place as may be determined by the Board or failing it, the Chairperson. Annual General Meetings may be held at two or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate.
- 9.4. The Chairperson, or failing them, the Deputy Chairperson, or failing them, a Chair to be elected by those Directors present at the Annual General Meeting or extraordinary general meeting (as applicable) shall preside at the general meeting.
- 9.5. A notice convening an extraordinary general meeting shall set out in sufficient detail the nature of the business to be considered at such meeting.
- 9.6. Subject to the provisions of the Corporations Act relating to certain special resolutions and agreements for shorter notice, at least twenty one (21) days-notice (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 time of meeting shall be given to such persons as are entitled to receive such notices from the Board.

10. PROCEEDINGS AT GENERAL MEETINGS

- 10.1. The quorum for a general meeting shall be fifteen (15) Members, including the Church Member, personally present or by proxy.
- 10.2. If within fifteen (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 day, time and place as the Board 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 (10)) shall be a quorum.
- 10.3. Every question submitted to a general meeting shall be decided by a show of hands and in the case of an equality of votes, the Chairperson shall have a casting vote in addition to the vote to which the Chairperson may be entitled as a Member.
- 10.4. 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) by the Chairperson; or
 - (b) by at least three (3) Members present in person or by proxy, or
 - (c) by the Church Member.
- 10.5. Unless a ballot is so demanded, a declaration by the Chairperson 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.
- 10.6. 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 Chairperson 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 Chairperson or on a question of adjournment shall be taken forthwith.
- 10.7. 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.
- 10.8. A resolution to:
 - (a) modify or repeal a Preserved Provision; or
 - (b) otherwise modify or repeal any other clause of this Constitution in any manner which has the effect of negating, limiting or restricting the intent, effect or scope of a Preserved Provision,has no effect unless the Church Member also votes in favour of the resolution.
- 10.9. 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 ballot.
- 10.10. The instrument appointing a proxy shall be deposited at the registered office of the Company or at such other place within the State as is specified for that purpose in the notice convening the meeting or handed to the Secretary of the Company forty eight (48) hours prior to the

commencement of the meeting or adjourned meeting at which the person named in the instrument proposes to vote.

11. SEAL

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

12. ACCOUNTS

12.1. The Board shall cause proper accounting and other records to be kept and shall distribute copies of every statutory financial report required by law accompanied by a copy of the auditor's report as required by the Corporations Act. The Board shall cause to be made out and laid before each annual general meeting such statutory financial reports made up to a date not more than six (6) months before the date of the meeting.

12.2. The statutory financial reports of the Company shall be made up as at the 31st December each financial year and the accounting year of the company shall be the calendar year.

13. AUDITORS

A duly registered auditor or auditors shall be appointed and their remuneration fixed and duties regulated in accordance with the Corporations Act and ACNC Act.

14. INSPECTION OF RECORDS

14.1. Except as otherwise required by the Corporations Act or the ACNC Act, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the financial records and other documents of the Company or any of them will be open for inspection by Members other than Directors.

14.2. Except as otherwise required by the Corporations Act or the ACNC Act, a Member other than a Director does not have the right to inspect any financial records or other documents of the Company unless the Member is authorised to do so by a:

- (a) court order; or
- (b) resolution of the Directors.

15. BUILDING FUND

15.1. The Company may establish and maintain a public fund, which will include a Gift Fund, with the object of providing funds for the acquisition, construction or maintenance of any building owned or to be owned by the Company, or whose use is controlled or will be controlled by the Company, for use by the School as a school within the meaning of item 2.1.10 of section 30.25 of the Tax Act (**Building Fund Object**).

15.2. The public fund established under Clause 15.1 will be known as the SCECGS Redlands Limited School Building Fund and the Gift Fund included in the SCECGS Redlands Limited School Building Fund will be known as the SCECGS Redlands Limited School Building Gift Fund.

- 15.3. The SCECGS Redlands Limited School Building Fund will receive Property in furtherance of the Building Fund Object and will not receive any other Property.
- 15.4. The SCECGS Redlands Limited School Building Gift Fund maintained by the Company will receive all Property through:
- (a) donations, gifts, legacies and bequests from the public to the Company for the purpose of the Building Fund Object;
 - (b) contributions described in items 7 or 8 of the table in section 30.15 of the Tax Act in relation to a fund-raising event held in pursuing the Building Fund Object; and
 - (c) any income produced from such donations, gifts, legacies, bequests and contributions and proceeds realised from the disposal of such donations, gifts, legacies, bequests and contributions which are not Cash,
- and will not receive any other Property.
- 15.5. The Company must ensure that:
- (a) all Property in the SCECGS Redlands Limited School Building Fund is kept separately from other Property held by the Company;
 - (b) all Property described in Clause 15.4 is kept separate from the other Property of the SCECGS Redlands Limited School Building Fund (and for the avoidance of doubt, from the other Property held by the Company);
 - (c) separate bank accounts are opened and maintained for the SCECGS Redlands Limited School Building Gift Fund and for other funds received by the SCECGS Redlands Limited School Building Fund;
 - (d) adequate financial records are kept for the purpose of ensuring the separation of Property as described in Clauses 15.5(a) and 15.5(b); and
 - (e) Property of the SCECGS Redlands Limited School Building Fund must be applied solely for the Building Fund Object.
- 15.6. Investment of monies in the SCECGS Redlands Limited School Building Fund will be made in accordance with any guidelines for public funds specified by the Australian Taxation Office (ATO).
- 15.7. The SCECGS Redlands Limited School Building Fund will be administered by a management committee made up of at least three members, the majority of whom are Responsible Persons.
- 15.8. No Property or income of the SCECGS Redlands Limited School Building Fund may be paid, transferred or distributed, directly or indirectly, to the members, office bearers or employees of the Company except as reimbursements of reasonable out-of-pocket expenses properly incurred on behalf of the SCECGS Redlands Limited School Building Fund or proper remuneration for services undertaken in furtherance of the Building Fund Object.
- 15.9. The Company must cause the public to be invited to make gifts of money or other Property to the SCECGS Redlands Limited School Building Gift Fund. Receipts for gifts made to the SCECGS Redlands Limited School Building Gift Fund must state:
- (a) the name of the SCECGS Redlands Limited School Building Gift Fund and that the receipt is for a gift made to the SCECGS Redlands Limited School Building Gift Fund maintained by the SCECGS Redlands Limited School Building Fund;
 - (b) the Australian Business Number of the Company;

- (c) the fact that the receipt is for a gift; and
 - (d) any other matter required to be included on the receipt under the Tax Act.
- 15.10. If upon the winding up or dissolution of the SCECGS Redlands Limited School Building Fund, or the revocation of the Company's endorsement as a DGR for the operation of the SCECGS Redlands Limited School Building Fund, there remains any Property after satisfaction of all the SCECGS Redlands Limited School Building Fund's debts and liabilities, that Property:
- (a) shall not be paid, distributed or transferred in any way except as described in Clause 15.8; and
 - (b) shall be given or transferred to one or more funds which is endorsed as a DGR under Division 30 of the Tax Act on the basis that it is covered by item 2.1.10 of section 30-25 of the Tax Act and which is operated by an Anglican School in the Diocese of Sydney, such funds to be determined by the Company.

16. PUBLIC LIBRARY FUND

- 16.1. The Company may operate a library for the collection, holding and provision of books and other literary material, known as the SCECGS Redlands Limited School Library.
- 16.2. The Company may establish and maintain a Gift Fund with the object of funding the operation of the SCECGS Redlands Limited School Library, including funding the Company to employ staff to operate the library and to purchase books and other literary material **(Library Object)**.
- 16.3. The Gift Fund established under Clause 16.2 will be known as the SCECGS Redlands Limited School Library Gift Fund.
- 16.4. The SCECGS Redlands School Library Gift Fund maintained by the Company will receive all Property through:
 - (a) donations, gifts, legacies and bequests from the public to the Company for the purpose of the Library Object;
 - (b) contributions described in item 7 or 8 of the table in section 30-15 of the Tax Act in relation to a fund-raising event held in pursuing the Library Object; and
 - (c) any income produced from such donations, gifts, legacies, bequests and contributions and proceeds realised from the disposal of such donations, gifts, legacies, bequests and contributions which are not Cash,

and will not receive any other Property.

- 16.5. The Company must ensure that:
 - (a) all Property in the SCECGS Redlands Limited School Library Gift Fund is kept separately from other Property held by the Company;
 - (b) all Property and income received and held for the Library Object that is not included in the SCECGS Redlands Limited School Library Gift Fund is kept separately from other Property held by the Company;
 - (c) separate bank accounts are opened and maintained for the SCECGS Redlands Limited School Library Gift Fund and for other Cash held for use in pursuit of the Library Object;

- (d) adequate financial records are kept for the purpose of ensuring the separation of Property described in Clause 16.5(a); and
 - (e) Property of the SCECGS Redlands Limited School Library Gift Fund and other Property received and held for the Library Object must be applied solely for the Library Object.
- 16.6. The SCECGS Redlands Limited School Library (including the SCECGS Redlands Limited School Library Gift Fund) will be administered by:
- (a) if the majority of the Board's members are Responsible Persons, the Board; or
 - (b) if the majority of the Board's members are not Responsible Persons, a management committee appointed by the Board made up of at least three members, the majority of whom are Responsible Persons.
- 16.7. No Property or income of the SCECGS Redlands Limited School Library Gift Fund or that is otherwise held for the Library Object may be paid, transferred or distributed, directly or indirectly, to the members, office bearers or employees of the Company except as reimbursements of reasonable out-of-pocket expenses properly incurred on behalf of the SCECGS Redlands Limited School Library Gift Fund or in respect of the Library Object or proper remuneration for services in pursuit of the Library Object.
- 16.8. The Company must cause the public to be invited to make gifts of money or other Property to the SCECGS Redlands Limited School Library Gift Fund. Receipts for gifts made to the SCECGS Redlands Limited School Library Gift Fund must state:
- (a) the name of the Company and that the receipt is for a gift made to the SCECGS Redlands Limited School Library Gift Fund;
 - (b) the Australian Business Number of the Company;
 - (c) the fact that the receipt is for a gift; and
 - (d) any other matter required to be included on the receipt under the Tax Act.
- 16.9. If upon the winding up or dissolution of the SCECGS Redlands Limited School Library Gift Fund, or the revocation of the Company's endorsement as a DGR for the operation of the SCECGS Redlands School Library, there remains any Property after satisfaction of all the SCECGS Redlands School Library Gift Fund's debts and liabilities, that Property:
- (a) shall not be paid, distributed or transferred in any way except as described in Clause 16.7; and
 - (b) shall be given or transferred to one or more funds which is endorsed as a DGR under Division 30 of the Tax Act on the basis that it is covered by item 12.1.2 of section 30-100 of the Tax Act and which is operated by an Anglican School in the Diocese of Sydney, such funds to be determined by the Company.

17. ESTABLISHMENT OF FURTHER FUNDS

- 17.1. From time to time, and subject to Clauses 17.2 and 17.3, the Company may establish:
- (a) a Gift Fund; or
 - (b) a public fund (which may include a Gift Fund).
- 17.2. The Company must document and keep a record of:

- (a) the specific purpose(s) or object(s) and the name of any such Gift Fund or public fund established pursuant to clauses 15 and 16;
 - (b) any modifications of the rules contained in Clauses 17.3 and 17.4 with respect to that Gift Fund or public fund that are required to be made for the purposes of Division 30 of the Tax Act; and
 - (c) any additional rules that are required to apply to that Gift Fund or public fund for the purposes of Division 30 of the Tax Act.
- 17.3. In the case of a Gift Fund established under Clause 17.1, the following rules apply, subject to Clause 17.2(b).
- (a) The Gift Fund will receive all Property through:
 - iii. donations, gifts, legacies and bequests from the public to the Company for the purpose(s) or object(s) of the Gift Fund;
 - iv. contributions described in item 7 or 8 of the table in section 30-15 of the Tax Act in relation to a fund-raising event held in pursuing the purpose(s) or object(s) of the Gift Fund;
 - v. any income produced from such donations, gifts, legacies, bequests and contributions and proceeds realised from the disposal of such donations, gifts, legacies, bequests and contributions which are not Cash; and
 - vi. will not receive any other Property.
 - (b) The Company must ensure that:
 - i. all Property held in the Gift Fund is kept separately from other Property held by the Company;
 - ii. a separate bank account(s) is opened and maintained for the Gift Fund;
 - iii. adequate financial records are kept for the purpose of ensuring the separation of Property described in Clause 17.3(b)(i) ; and
 - iv. Property of the Gift Fund must be applied solely for the purpose(s) or object(s) of the Gift Fund.
 - (c) The Gift Fund will be administered by:
 - i. if the majority of the Board's members are Responsible Persons, the Board; or
 - ii. if the majority of the Board's members are not Responsible Persons, a management committee appointed by the Board made up of at least three members, the majority of whom are Responsible Persons.
 - (d) No Property or income of the Gift Fund may be paid, transferred or distributed, directly or indirectly, to the members, office bearers or employees of the Company except as reimbursements of reasonable out-of-pocket expenses properly incurred on behalf of the Gift Fund or in respect of the purpose(s) or object(s) of the Gift Fund or proper remuneration for services in pursuit of the purpose(s) or object(s) of the Gift Fund.
 - (e) The Company must cause the public to be invited to make gifts of money or other Property to the Gift Fund. Receipts for gifts made to the Gift Fund must state:

- i. if the gift is made to a Gift Fund included in a public fund, the name of the public fund and that the receipt is for a gift made to the Gift Fund maintained by the public fund;
 - ii. if the gift is made to a Gift Fund other than as described in Clause 17.3(e)i, the name of the Company and that the receipt is for a gift made to the Gift Fund;
 - iii. the Australian Business Number of the Company;
 - iv. the fact that the receipt is for a gift; and
 - v. any other matter required to be included on the receipt under the Tax Act.
 - (f) If upon the winding up or dissolution of the Gift Fund, or the revocation of the Company's endorsement as a DGR for the operation of the Gift Fund, there remains any Property after satisfaction of all the Gift Fund's debts and liabilities, that Property:
 - i. shall not be paid, distributed or transferred in any way except as described in Clause 17.3(d); and
 - ii. shall be given or transferred to one or more funds, authorities or institutions having purposes or objects similar to the purpose(s) or object(s) of the Gift Fund which are endorsed as a DGR under Division 30 of the Tax Act.
- 17.4. In the case of a public fund established under Clause 17.1, the following rules apply, subject to Clause 17.2(b).
- (a) The public fund will include a Gift Fund, which will be established under Clause 17.1 and maintained for the principal purpose of the public fund.
 - (b) The public fund will receive Property in furtherance of the purpose(s) or object(s) of the public fund and will not receive any other Property.
 - (c) The Company must ensure that:
 - i. all Property in the public fund is kept separately from other Property held by the Company;
 - ii. all Property of the Gift Fund included in the public fund is kept separate from the other Property of the public fund (and for the avoidance of doubt, from other Property held by the Company);
 - iii. separate bank accounts are opened and maintained for the Gift Fund included in the public fund and for other funds received by the public fund;
 - iv. adequate financial records are kept for the purpose of ensuring the separation of Property as described in Clauses 17.4(c)(i); and
 - v. Property of the public fund must be applied solely for the purpose(s) or object(s) of the public fund;
 - (d) Investment of monies in the public fund will be made in accordance with any guidelines for public funds specified by the ATO.
 - (e) The public fund will be administered by:
 - i. if the majority of the Board's members are Responsible Persons, the Board; or

- ii. if the majority of the Board's members are not Responsible Persons, a management committee appointed by the Board made up of at least three members, the majority of whom are Responsible Persons.
 - (f) No Property or income of the public fund may be paid, transferred or distributed, directly or indirectly, to the members, office bearers or employees of the Company except as reimbursements of reasonable out-of-pocket expenses properly incurred on behalf of the public fund or proper remuneration for services undertaken in furtherance of the purpose(s) or object(s) of the public fund;
 - (g) If upon the winding up or dissolution of the public fund, or the revocation of the Company's endorsement as a DGR for the operation of the public fund, there remains any Property after satisfaction of all the public fund's debts and liabilities, that Property:
 - i. shall not be paid, distributed or transferred in any way except as described in Clause 17.4(f); and
 - ii. shall be given or transferred to one or more funds, authorities or institutions having purposes or objects similar to the purpose(s) or object(s) of the public fund which are endorsed as a DGR under Division 30 of the Tax Act.
- 17.5. Nothing in Clauses 17.1 – 17.4 prevents the Company from establishing a separate entity for the purpose of seeking endorsement as a DGR under Division 30 of the Tax Act.

18. NOTICE

- 18.1. A notice shall be served by the Company on any Member by:
- (a) serving it on the person;
 - (b) sending it through the post or by messenger to such Member at the address shown on the Register; or
 - (c) by electronic notification to the person at the email address supplied by the Member for the purposes of sending notices to the person.
- 18.2. A notice sent by post or by messenger is taken to be served by properly addressing, prepaying and posting or arranging a messenger to deliver a letter containing the notice and on the day after the date of its posting or messenger delivery.
- 18.3. A notice sent by electronic notification is taken to be served by properly addressing the electronic notification and transmitting it and on the day of its transmission except if transmitted after 5.00pm in which case it is taken to be served on the next day.
- 18.4. 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 or delivered by electronic notification and any such notice or document shall be deemed to have been duly and sufficiently served upon such Member.

19. OFFICIAL VISITOR

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

20. INDEMNITY

- 20.1. To the extent that the Corporations Act allows it, each Officer of the Company and each Officer of a related body corporate of the Company, must be indemnified by the Company against any liability incurred by that person in that capacity.
- 20.2. The Company may at any time pay premiums in respect of a contract insuring a person (whether with others or not) who is an Officer of the Company against a liability incurred by the person as such an Officer, or as an Officer of a related body corporate. The liability insured against may not include that which the Corporations Act prohibits. Any such insurance premium in relation to a Director is not considered as remuneration under this Constitution.

21. COMPANY WINDING UP

- 21.1. Subject to Clauses 16.1, 17.1 and 17.4(g), if in the event of 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 provided that it is a charity in Australia that is charitable at law and is registered as a charity with the ACNC and the constituent documents of which:
- (a) require the corporation or association to pursue charitable purposes similar to, or inclusive of, the purposes in Clause 21.1(b) and to apply its income solely towards promoting those purposes; and
 - (b) prohibit the distribution of any surplus assets to its Members and paying fees to its Directors, to at least the same extent as the Company;
- but if no such corporation or association exists then to any corporation or association which is then conducting an Anglican School in Australia, provided it complies with Clauses 21.1(a) and (b) above.
- 21.2. 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 Anglican Church 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 charities registered with the ACNC as may be decided upon by the Members by special resolution.
- 21.3. The decision as to the corporation or association which is then conducting an Anglican School to be given the surplus assets must be made by a special resolution of Members at or before the time of winding up. If the Members do not make this decision, the Company may apply to the Supreme Court of New South Wales to make this decision.

CONSTITUTIONAL AMENDMENTS

Date	Amendments
21 September 2023	Constitution approved by Members replacing Memorandum of Association and Articles of Association
30 April 2024	Amendments to Constitution approved by Members at AGM