

“Corporations Act 2001 (Cwlth)”

A Public Company Limited by Guarantee

CONSTITUTION

OF

AUSTRALIAN BOARDING SCHOOLS
ASSOCIATION LIMITED
ACN 127 807 489

**CONSTITUTION
OF
AUSTRALIAN BOARDING SCHOOLS ASSOCIATION LIMITED**

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1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Constitution, unless a contrary intention appears:

Affiliate Member means an Eligible Person who is employed as boarding staff of a School Member;

Annual Subscription means either the Individual Membership Fee or the School Membership Fee (as the case may be) as prescribed by the Board from time to time;

Associate Member means an Eligible Person who pays the Individual Membership Fee but is not entitled to be an Affiliate Member and not currently working in a boarding school;

Code of Ethics means the code of ethics and behaviour (if any) required of members and set down from time to time by the Board in the Regulations;

Commission means the Australian Securities and Investments Commission;

Company means Australian Boarding Schools Association Limited;

Constitution means the Constitution of the Company for the time being in force and a reference to a clause is a reference to a particular clause in this Constitution;

Corporations Act 2001 means the Corporations Act 2001 (Cwlth) and/or any statutory modification amendment or re-enactment for the time being in force or any later Act relating to Companies and for the time being in force in lieu thereof in the place of incorporation of the Company and a reference to a particular provision of the Corporations Act 2001 (Cwlth) is a reference to that provision as so modified, amended or re-enacted or contained in any such later Act;

Directors or the Board means the whole or any number of the Directors of the Company for the time being assembled at a meeting of Directors, being not less than a quorum, or such one or more of them as shall have authority to act for the Company;

Director means any person acting as a Director, howsoever called;

Division means a State, Territory or Overseas area division of the Company;

Eligible Person means a person who can demonstrate, to the satisfaction of the Board, that they have the ability and capacity to make a meaningful and constructive contribution to the Company that is consistent with the objects set out in the Constitution of the Company;

Executive Director has the meaning given in clause 23;

Financial Year means each period of twelve (12) months commencing on 1 July and ending on 30 June or such other period as the Board determines;

Individual Membership Fee is the fee for an Individual (excluding a school or hostel) as prescribed by the Board from time to time.

International Members means an Eligible Person who is a person, school or hostel which pays the International Membership Fee;

Insolvency Event means:

(a) in the case of a natural person, if that person commits any act of bankruptcy or calls or threatens to call any meeting with a view to entering into a composition or arrangement with his creditors; and

(b) in the case of a body corporate or other association, if:

- an application is made or an effective resolution is passed for the winding up or dissolution of the body corporate or association;
- a receiver, receiver and manager, liquidator, provisional liquidator, official manager or administrator is appointed or proposed to be appointed to the body corporate or association;
- if the body corporate is struck off the register pursuant to Chapter 5A of the Corporations Act 2001 or a notice is published pursuant to Section 601AB of the Corporations Act 2001;
- the body corporate reduces or attempts to reduce its issued capital;
- the body corporate or association convenes a meeting of its creditors or proposes or enters into any scheme of arrangement or composition for the benefit of its creditors;
- the body corporate or association shall be unable to pay its debts as and when they fall due for payment.

Life Member has the meaning given in clause 8.

Meeting means any meeting of members comprising an annual general meeting or general meeting duly convened;

Member means a natural person, body corporate or incorporated association admitted to membership of the Company in accordance with clause 6;

Office means the registered office for the time being of the Company;

Person and words importing "persons" includes partnerships, associations (whether incorporated or not), corporations and bodies corporate;

Register means the Register of members kept pursuant to the Corporations Act 2001;

Regulations means the regulations of the Company, approved and adopted from time by the Board pursuant to the power afforded by clause 36.3;

School Members means an Eligible Person who is a school or hostel which pays the School Membership Fee;

School Membership Fee is the fee for a school or hostel as prescribed by the Board from time to time; and

Year means a calendar year unless otherwise specifically described in this Constitution;

- 1.2 Terms used in this Constitution and not defined in clause 1.1 shall have the meaning ascribed to them in the Corporations Act 2001.
- 1.3 Words importing the singular include the plural and vice versa.
- 1.4 Words importing the masculine include the feminine and the neuter and vice versa.
- 1.5 The index and headings shall not affect the construction of this Constitution.
- 1.6 In writing or written means printing, typewriting and all other means of representing or reproducing words in visible form.

2. NAME OF COMPANY

- 2.1 The name of the Company is Australian Boarding Schools Association Limited.

3. TYPE OF COMPANY

- 3.1 The Company is a public company limited by guarantee.
- 3.2 The liability of the Members is limited.

4. **LIMITATIONS**

- 1. The objects of the Company include, but are not limited to:
 - (a) Promote high standards of residential care of children in Australian boarding schools and hostels.
 - (b) Provide a national organisation for the boarding industry that unifies the industry.
 - (c) Promote the benefits of boarding to the general community.
 - (d) Represent the interests of members to governments, other organisations and to the general community.
- 4.2 The Company can only exercise the powers in section 124(1) of the Corporations Act 2001 to:
 - (a) carry out the objects of the Company set out in clause 4.1; and
 - (b) do all things incidental or convenient in relation to the exercise of power under clause 4.2(a).
- 4.3 The income and property of the Company will only be applied towards the promotion of the objects of the Company set out in clause 4.1.
- 4.4 No income or property of the Company will be paid, transferred or distributed, directly or indirectly, by way of dividend, bonus or otherwise to any Member of the Company however nothing in this Constitution will prevent payment in good faith to a Member:
 - (a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company;
 - (b) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent to the Company; or
 - (c) of reasonable and proper rent for premises leased by any Member to the Company.
- 4.5 No payment shall be made to any Director other than the payment:
 - (a) of out of pocket expenses incurred by the Director in the performance of any duty as a Director where the amount payable does not exceed an amount previously approved by the Directors; and
 - (b) for any service rendered to the Company by the Director in a professional or technical capacity, other than in the capacity as Director, where the provision of the service has the prior approval of the Directors and where the amount payable is approved by the Directors and is not more than an amount which commercially would be reasonable for the service.

5. MEMBERSHIP

- 5.1 A person who becomes a member agrees to observe and perform the provisions of the Constitution of the Company, and any Regulations which may be made thereunder.
- 5.2 The number of Members of the Company shall be unlimited.

6. ADMISSION OF MEMBERS

- 6.1 Any person, being an Eligible Person, shall be entitled to apply for membership of the Company in accordance with this clause.
- 6.2 Every application for membership shall:
 - (a) be accompanied by an application fee of such amount as the Board may from time to time determine;
 - (b) be accompanied by the Annual Subscription for the Year in which the application will be determined or that part of the Annual Subscription as the Board may from time to time determine;
 - (c) include an undertaking by the applicant that if admitted to membership the applicant will at all times faithfully observe and comply with and abide by this Constitution;
 - (d) include such other information and documents as may be determined from time to time by the Board; and
 - (e) nominate a representative or give power of attorney to an Eligible Person to act on behalf of School Members at Meetings.
- 6.3 Every application for membership of the Company shall be submitted to the Board which may approve or refuse such application without assigning any reason therefore. On approval of the applicant to membership the Company Secretary shall cause the applicant's name and such other particulars as may be required to be entered in the Register as a School Member, International Member, Affiliate Member, Associate Member or Life Member.
- 6.4 The Board may prior to considering any application for membership require that the applicant furnish such additional information relevant to the application as may in the opinion of the Board be necessary and reasonable.
- 6.5 If an application for membership of the Company is refused the amount of the Annual Subscription paid by the applicant under clause 6.2(b) shall be refunded to the applicant.
- 6.6 A person who has been refused membership of the Company may, by notice in writing to the Board, appeal to a general meeting of the Company convened by the Board, in accordance with clause 11.2(c) for purposes of determining that appeal. The Board shall convene any such general meeting within three (3) months of the date of receipt of the notice of appeal.

7. MEMBERS RIGHTS, PRIVILEGES AND DUTIES

- 7.1 The rights and privileges of every Member are personal to each Member and are not transferable by a Member's own act or by operation of law.
- 7.2 All members shall, so far as they are able, take part in the activities of the Company and shall aid the Company in the attainment of its objects from time to time.
- 7.3 All members admitted to membership (including each of the Initial Members) shall be deemed to have accepted and be bound by this Constitution (including all variations, amendments and alterations of this Constitution).
- 7.4 All members shall take all necessary and reasonable steps to ensure that resolutions of the Board and the Company at a Meeting from time to time are carried out and observed by them.
- 7.5 All members shall meet all subscriptions, fees, levies and other financial obligations in a proper and timely manner, as determined by the Board from time to time provided that Affiliate Members shall not be obliged to pay the Individual Membership Fee.
- 7.6 For the purposes of clause 7.5, the Annual Subscription payable by members shall be determined by the Board from time to time.
- 7.7 The rights of membership in the Company are not transferable.
- 7.8 All members shall have the right to:
 - (a) to attend Meetings of the Company; and
 - (b) exercise such other rights as are granted by the Constitution or by law.
- 7.9 Only School Members shall have the right to, either personally or by their proxy or attorney, vote at Meetings of the Company

8. LIFE MEMBERSHIP

- 8.1 A person will be deemed a Life Member if:
 - (a) That person was a Life Member of the Former Association at the date of incorporation of the Company; or
 - (b) Their name and their history of service is submitted to the Board; and
 - (c) A majority of two-third of the Board approves the nomination of the person; and
 - (d) Two-third of the Annual General Meeting of the Company approve the election.
- 8.2 Only one Life Member may be elected per Year.
- 8.3 Life Members shall be invited to attend any function organised by the Company at the discretion of the board.
- 8.4 Life Members are not required to pay membership fees.
- 8.5 The number of Life Members shall be unlimited.
- 8.6 Life Members shall have no voting rights at Meetings of the Company.

9. **CESSATION OF MEMBERSHIP**

- 9.1 Any member may resign from the Company by giving to the Company Secretary notice in writing of the member's intention to do so. Such resignation shall take effect upon the receipt of such written notice by the Secretary.
- 9.2 A member who resigns in accordance with clause 9.1 shall pay to the Company all subscriptions or any instalments of subscriptions and all levies, fees and all other monies accruing at the date of the service of the notice referred to in clause 9.1 and that become payable up to and including the date upon which the resignation takes effect.
- 9.3 Where payment of the Annual Subscription (or where the Annual Subscription is payable by instalments, any instalment) or any levy, fee or other amount is due and payable to the Company (or any part) shall remain unpaid after the expiration of three (3) months from the due date of payment, the Secretary shall, as soon as practicable after the expiration of that period, give notice to the member in default requiring payment of the amount unpaid and if thereafter that amount or any part thereof shall not be paid within one (1) month of the date of that notice, the member shall cease to be eligible to receive the benefit of or enjoy any of the rights and privileges of membership of the Company including (but without limitation) the member shall not be entitled to vote at any Meetings of the Company.
- 9.4 If payment of the Annual Subscription (or where the Annual Subscription is payable by instalments, any instalment) or any levy fee or other amount due to the Company (or any other part) shall remain unpaid after the expiration of the period of one (1) month referred to in clause 9.3, the Company Secretary shall, as soon as practicable after the expiration of that period of one (1) month, give notice to the member in default:
- (a) of the amount or amounts then not paid;
 - (b) of the date or dates on which that amount or amounts became due for payment;
 - (c) calling upon the member to show cause to a duly convened meeting of the Board, of which not less than fourteen (14) days notice in writing shall be given, why their membership in the Company should not be cancelled; and
 - (d) of the date, place and time of that meeting of the Board.
- 9.5 The Board may at its discretion at the meeting referred to in the clause (or at any adjournment of that meeting or at any other meeting called for the purpose) suspend or expel any member, or defer, postpone or waive payment of the whole or part of the indebtedness of any member on such terms and conditions as the Board in its absolute discretion sees fit.
- 9.6 The Board may (in addition to any other right it may exercise under this Constitution) resolve to suspend or expel any member (in this clause called the **Cited Member**) for:
- (a) any misconduct;
 - (b) action or omissions injurious to the Company;
 - (c) any matter which in the opinion of the Board is contrary to the interests of the Company;
 - (d) for failure to comply with the Constitution, the Regulations or the Code of Ethics; or
 - (e) suffering an Insolvency Event.

- 9.7 Upon the occurrence of any of the events in clause 9.6, the Company Secretary shall give not less than fourteen (14) days' notice to the Cited Member of any intention that the Board proposes to take action pursuant to this clause. The notice shall specify:
- (a) the alleged circumstances upon which the Board seeks to rely;
 - (b) the date, time and place at which the Board will give consideration to the matter;
 - (c) that the Cited Member shall be given an adequate opportunity by the Board to be heard;
 - (d) that on the application of the Cited Member the Board may (in its discretion) permit the member to be legally represented; and
 - (e) that the Board may in its absolute discretion defer for a period not exceeding one (1) Year the operation of any resolution to suspend or expel a member under clause 9.6 on such terms and conditions as it sees fit and may rescind any such resolution prior to the expiry of any deferral period on such terms and conditions as it sees fit.

10. REGISTER OF MEMBERS

- 10.1 The Company must record in the Register:
- (a) the full names and addresses of all members;
 - (b) the date of admission to and cessation of membership of all members; and
 - (c) such other information as the Board may from time to time determine.
- (d) The Company must keep the Register at the Office and may keep a copy thereof at such other places as the Board may from time to time approve.

11. MEETINGS OF THE COMPANY

- 11.1 An annual general meeting of the Company shall be held in accordance with the provisions of the Corporations Act 2001.
- 11.2 The Directors shall convene a general meeting of the Company:
- (a) on the requisition of a majority of Directors;
 - (b) on the requisition of such other person as shall be entitled to requisition such meeting under the Corporations Act 2001; or
 - (c) upon the Board so resolving, and the Directors shall comply with any provisions of the Corporations Act 2001 with respect to the convening of such Meetings.
- 11.3 Subject to the provisions of the Corporations Act 2001 relating to special resolutions, special notice and agreements for shorter notice, twenty-one (21) 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 notice is given) specifying the place, the day and the hour of the Meeting and the general nature of the business to be transacted at the Meeting shall be given to such persons as are entitled to receive such notices from the Company pursuant to this Constitution.
- 11.4 The accidental omission to give the notice required by this Constitution to any of the members or the non-receipt of such notice by any member shall not invalidate any resolution passed at a Meeting or adjournment.
- 11.5 Every notice given to such persons as are entitled to receive such notices from the Company pursuant to the provisions of this Constitution shall be accompanied by a form of proxy in a form

substantially in accordance with this Constitution. The form of proxy shall be blank as far as the person primarily to be appointed as proxy is concerned.

12. **QUORUM AT MEETINGS**

- 12.1 No business shall be transacted at any Meeting unless a quorum of members is present at the time when the Meeting proceeds to business.
- 12.2 For the purpose of determining whether a quorum is present, a person attending as a proxy shall be deemed to be a member.
- 12.3 Unless otherwise provided in this Constitution a quorum for any Meeting shall be at least sixteen (16) of the members or their representatives entitled to attend and vote thereat.
- 12.4 If a quorum is not present within half an hour or such other time as the Chairperson or other person designated by this Constitution to be the Chairperson may determine:
 - (a) where the Meeting was convened upon the requisition of the Board, the Meeting shall be dissolved; and
 - (b) in any other case:
 - (i) the Meeting shall stand adjourned to such day, and at such time and place, as the Chairperson or such other person designated by this Constitution to be the Chairperson determines, or if no such determination is made, to the same day in the next week at the same time and place; and
 - (ii) if at the adjourned Meeting a quorum of the members entitled to attend and vote is not present within half an hour from the time appointed for the Meeting, the Meeting shall be dissolved.

13. **CHAIRPERSON AT MEETINGS**

- 13.1 The person elected or appointed under this Constitution to be the Chairperson of any Meeting shall act as Chairperson of that Meeting.
- 13.2 If the Chairperson is not present within fifteen (15) minutes after the time appointed for the holding of the Meeting or is unwilling to act or if there is not a Chairperson, the members present shall elect one of their number to be Chairperson of the Meeting.
- 13.3 Unless otherwise provided in this Constitution, the form, conduct and procedure of any Meeting shall be at the discretion and under the control of the Chairperson, who shall at all times exercise his discretion so as to ensure the Meeting is conducted in a fair and proper manner, and that every person present and entitled to do so has a reasonable opportunity to put forward their views.

14. **ADJOURNMENTS OF MEETINGS**

- 14.1 The Chairperson may with the consent of any Meeting at which a quorum is present, and shall if so directed by the Meeting, adjourn the Meeting from time to time and from place to place, but no business shall be transacted of which due notice has not been given at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place.
- 14.2 When a meeting is adjourned for thirty (30) days or more, notice of the adjourned Meeting shall be given as in the case of an original Meeting.

- 14.3 Except as provided by this Constitution, it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned Meeting.

15. VOTING RIGHTS OF MEMBERS

- 15.1 Each School Member may vote in person or by proxy or by attorney and on a show of hands or on a poll every such member present has one vote.
- 15.2 A School Member is not entitled to be present or to vote at any general meeting if any amount referred to in clause 9.3 is more than one (1) month in arrears at the date of the Meeting.
- 15.3 Any challenge to the qualification of a Member to vote at a general meeting or the validity of any vote tendered may only be raised at the Meeting and must be determined by the Chairperson whose decision shall be final and conclusive and a vote allowed by the Chairperson shall be valid for all purposes.
- 15.4 An ordinary resolution put to the vote at a Meeting may be passed by a simple majority on a show of hands.
- 15.5 A declaration by the Chairperson that Resolution has been:
(a) carried;
(b) carried unanimously;
(c) carried by a particularly majority; or
(d) lost,
and an entry to that effect in the Company's minute book is prima facie evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

16. SECRET BALLOT

- 16.1 A secret ballot shall be held on any resolution before a general meeting if demanded:
(a) by the Chairperson; or
(b) by at least five (5) members present in person or by proxy or by their Representative.
- 16.2 If a secret ballot is duly demanded it shall be taken either at once or after an interval or adjournment or otherwise as the Chairperson elects, and the result of the secret ballot shall be the resolution of the meeting at which the secret ballot was demanded but a secret ballot demanded on the election of a Chairperson or on a question of adjournment shall be taken forthwith.
- 16.3 At all general meetings where a secret ballot is to be taken 2 scrutineers shall be appointed by the Chairperson of the meeting and they shall conduct the ballot. In any case of doubt as to the formality or otherwise of any ballot paper the scrutineers shall refer the same to the Chairperson of the meeting whose decision shall be final.
- 16.4 The demand for a secret ballot may be withdrawn at any time prior to handing ballot papers to Members.

17. CASTING VOTE

- 17.1 In every case of an equality of votes the Chairperson shall have a second or casting vote.

18. PROXIES

- 18.1 Any person who is entitled to attend and vote at any Meeting of the Company may appoint a person (who must also be a Member or Affiliate Member) as his proxy to attend and vote at the Meeting on his behalf.
- 18.2 A proxy appointed to attend and vote at a Meeting on behalf of a member shall have the same right as the member to speak and vote at the Meeting.
- 18.3 A member may instruct his proxy to vote for or against any specific resolution submitted to a Meeting at which such proxy or proxies are present.
- 18.4 Where a proxy and a member who appointed such proxy both attend at the Meeting or adjourned Meeting, or on the taking of a poll, the member shall not be entitled to speak or vote at the Meeting or adjourned Meeting or to vote on the poll, as the case may be, unless notice in writing of the revocation of the instrument appointing such proxy shall have been received at the place for deposit of proxies or by the Chairperson before the Meeting or adjourned Meeting or the poll is taken.
- 18.5 The instrument appointing a proxy shall be in writing under the hand of the member or his attorney duly authorised in writing or if such member is a body corporate or association under its common or official seal (as the case may be) or under the hand of its duly authorised officer or attorney.
- 18.6 A proxy shall not remain in force for a period of more than three (3) months from the date thereof, unless such proxy is incorporated in a power of attorney.
- 18.7 Every instrument of proxy whether for a specified Meeting or otherwise shall be in the form referred to in the Second Schedule or in any other form which the Directors may approve.
- 18.8 Any instrument appointing a proxy which is entitled to be used at a Meeting at which any resolution is proposed to be passed shall clearly indicate that the holder of the proxy is entitled to vote for or against such resolution as directed by the member or failing such direction, at the discretion of the holder of the proxy.

19. POWERS OF ATTORNEY

- 19.1 Any member may by power of attorney in the form referred to in the Third Schedule appoint an attorney to attend and act and vote at any Meetings of the Company on behalf of such member and as his or its proxy without any special appointment other than such power of attorney.
- 19.2 Such attorney shall be appointed in writing under the hand and seal of the member and attested by one (1) witness, or if the member is a body corporate or association, under its common or official seal or under the hand of its duly authorised officer or attorney.
- 19.3 An attorney so appointed may, within the limits of his power of attorney, whether himself as a member of the Company or not, appoint in writing as proxy on behalf of the member, a person who shall be deemed to be the proxy of such member in accordance with clause 18.
- 19.4 Any attorney so appointed, whether himself a member of the Company or not, may on behalf of his member, within the limits of his

power of attorney, sign any consent which the member would under this Constitution be required or entitled to sign.

- 19.5 Any attorney so appointed and any substitute attorney or proxy appointed thereunder may attend and take part in the proceedings of and vote at all Meetings of the Company so long as the power of attorney shall remain in force in the same manner as the member himself could do if he were personally present.

20. APPOINTING INSTRUMENT TO BE DEPOSITED WITH COMPANY

- 20.1 The following instruments shall be deposited at the Office:
 (a) any instrument appointing a proxy pursuant to clause 18, together with the power of attorney or other authority, if any, under which it is signed;
 (b) any power of attorney pursuant to clause 19; or
 (c) any certificate appointing a representative of a body corporate in accordance with Section 250D of the Corporations Act 2001.
- 20.2 Any such instrument shall be deposited with the Company not less than two (2) clear business days before the time for holding the Meeting or adjourned Meeting at which the person named in the instrument proposes to vote or, in the case of a poll, not less than two (2) clear business days before the time appointed for the taking of the poll.
- 20.3 Any instrument which is not deposited with the Company in the manner and within the time provided in this Constitution shall not be treated as valid.
- 20.4 A copy of any of the instruments referred to in clause 20.1 may be deposited at the Office PROVIDED THAT such copy has been certified as being a true and correct copy by either a Justice of the Peace, solicitor or notary public.

21. REVOCATION AND INVALIDITY OF INSTRUMENTS

A vote given in accordance with the terms of the instrument appointing a proxy, attorney or representative shall be valid, subject to clause 18, notwithstanding:

- 21.1 the death of the member;
 21.2 the unsoundness of mind of the member;
 21.3 the member suffering an Insolvency Event;
 21.4 the revocation of the instrument or the power of attorney under which the instrument was executed, PROVIDED THAT no intimation in writing of any such event shall have been received at the Office or by the Chairperson before the Meeting or the adjourned Meeting takes place or the poll is taken.

22. CONSTITUTION OF THE BOARD OF DIRECTORS

- 22.1 The Company may from time to time by resolution passed at a Meeting increase or reduce the number of Directors.
- 22.2 The number of Directors shall not be less than three (3) and unless and until the Company shall otherwise resolve shall not be more than sixteen (16).
- 22.3 The Board shall comprise the following:
 (a) Directors who are nominated by individual state, territory or overseas divisions and are representing their state, territory or

- overseas division, notwithstanding that any state or territory may not have a division which elects a representative; and
- (b) Two directors who are Heads of Boarding Schools, one nominated by AHISA and one appointed by the Board and
 - (c) Up to 2 Directors appointed by the Board and
 - (d) An Executive Director.

23. EXECUTIVE DIRECTOR

- 23.1 The Executive Director shall be a non-voting member of the Board
- 23.2 The Executive Director shall be engaged on terms and conditions agreed in writing between the Board and the Executive Director. The powers and duties of the Executive Director shall be as agreed between the Executive Director and the Board and such further or other powers, duties and discretions as determined by the Board from time to time.

24. VACATION OF OFFICE OF DIRECTOR

- 24.1 The office of the Director shall become vacant if the Director:
 - (a) ceases to be a Director by virtue of the Corporations Act 2001;
 - (b) becomes prohibited from being a Director by reason of any order made under the Corporations Act 2001;
 - (c) suffers an Insolvency Event;
 - (d) becomes of unsound mind or a person whose personal estate is liable to be dealt with in any way under the law relating to mental health;
 - (e) resigns his office upon giving fourteen (14) day's notice in writing to the Company of his intention to do so;
 - (f) shall, without leave of absence first obtained, absent himself from three (3) consecutive meetings of the Board other than by reason of sickness or accident; or
 - (g) is removed from office pursuant to clause 24.2.
- 24.2 Subject to the provisions of the Corporations Act 2001, the Company at a Meeting may by resolution remove any Director before the expiration of his term of office and may appoint a person as a Director in his stead.

25. QUALIFICATION OF DIRECTORS AND ALTERNATE DIRECTORS

- 25.1 Every Director shall be a natural person.
- 25.2 Every Director shall be a member of the Company.

26. TERM OF OFFICE OF DIRECTORS

- 26.1 The term of office of Directors shall be for a period of two years.
- 26.2 A retiring Director shall retain office until the conclusion of the Meeting at which his successor is elected.
- 26.3 A retiring Director shall be eligible for re-appointment unless the Director has held office for four (4) consecutive terms.
- 26.4 The Company, at any Meeting at which at any Directors retire in the manner provided for in this Constitution, may elect a like number of persons to fill in the vacancies left by the retiring Directors.
- 26.5 The Board may fill a casual vacancy from time to time but that any Director so appointed shall remain in office only until the next following Annual General Meeting of the Company.

26.6 Nominations for election to the office of Director shall be accepted not later than seven (7) business days before the date of a Meeting at which Directors will be elected or re-elected.

27. REMUNERATION OF DIRECTORS

27.1 The Directors shall be entitled to be paid all reasonable travelling, hotel and other expenses incurred by them in attending and returning from meetings of the Directors of the Company or otherwise in connection with the business of the Company or in the execution of their duties as directors.

28. DIRECTORSHIPS IN OTHER COMPANIES

Subject to this Constitution a Director of the Company may be or become a director of any other company, whether promoted by the Company or not, and no Director who is or becomes a director in another company shall be accountable for any benefits received as a director or member of such other company PROVIDED THAT a Director shall not, without the approval of the Board accept, hold or retain the office of director of any other company which in the opinion of the Directors is for the time being in active competition with or carrying out activities which are contrary to the interests of the Company.

29. ALTERNATE DIRECTORS

29.1 Any Director may appoint any person to act as an Alternate Director in his place, whether for a stated period or periods or until the happening of a specified event or from time to time, whenever by absence or illness or for any other reason he is unable to attend to his duties as a Director as follows:

- (a) with approval of a resolution of the Board; or
- (b) with the approval of a majority of the other Directors.

29.2 The following provisions shall apply to any such Alternate Director:

- (a) subject to this Constitution, he shall be entitled to receive notice of meetings of the Directors and to attend and vote thereat if the Director by whom he was appointed is not present;
- (b) where the Alternate Director is already a Director, he shall have a separate vote on behalf of the Director he is representing in addition to his own vote;
- (c) he shall be entitled to exercise all the powers (except the power to appoint an Alternate Director) and to perform all the duties of a Director, insofar as the Director by whom he was appointed has not exercised or performed them;
- (d) he shall ipso facto vacate his office as Alternate Director if the Director by whom he was appointed is removed or otherwise ceases to hold office for any reason;
- (e) he shall, whilst acting as an Alternate Director, be responsible to the Company for his own acts and defaults and shall not be deemed to be the agent of the Director by whom he was appointed;
- (f) he shall not be entitled to receive any remuneration from the Company as a Director except for special services which in the opinion of the Directors are outside the range of the ordinary duties of a Director;
- (g) he shall not be taken into account in determining the number of Directors but shall, if the Director by whom he was appointed is not

present, be taken into account for the purpose of determining whether a quorum is present under clause 30.3

(h) he may be removed or suspended from office by written notice, letter, facsimile, telex or other form of visible communication sent to the Company by the Director by whom he was appointed.

- 29.3 An instrument appointing an Alternate Director may be delivered to the Company by written notice, letter, facsimile or other form of visible communication and shall be retained by the Company and shall be substantially in the form referred to in the Fourth Schedule.

30. DIRECTORS' MEETINGS

- 30.1 A meeting of the Directors will take place at least four (4) times each Year.
- 30.2 The Directors may meet together in person or by electronic device, PROVIDED THAT at all times the Directors shall be able to hear and may be heard by all other Directors at the meeting, for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 30.3 The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be four (4).
- 30.4 The Company Secretary shall upon the requisition of one (1) Director convene a meeting of the Directors.
- 30.5 Unless otherwise decided by the Directors, reasonable notice of every meeting of Directors shall be given by delivering the same to, or by letter, facsimile or other form of visible communication to each Director at an address notified by him to the Company Secretary as his address for receipt of notice.
- 30.6 If, prior to any meeting of Directors, the Company Secretary is advised by the Chairperson or by any other Director that any urgent or contentious business is or may be transacted at such meeting, notice of such meeting shall be given by letter, facsimile, or other form of visible communication to the address of a Director. The notice under this Constitution shall contain a statement of the general nature of the urgent or contentious business to be transacted.
- 30.7 Questions arising at any meeting of the Directors shall be determined by a majority of votes and such a determination shall be deemed a determination of the Directors.
- 30.8 In case of an equality of votes the Chairperson of the meeting shall not have a casting vote and the resolution shall be deemed to have lapsed.
- 30.9 A resolution in writing which is signed and dated by all the Directors (including any person appointed as an alternate of a Director), shall be as valid and effectual as if it had been duly passed at a meeting of Directors duly convened and constituted. Any such resolution may consist of several documents in like form each signed by one (1) or more Directors.
- 30.10 A resolution pursuant to clause 30.9 shall be deemed to have been passed on the day (according to the dates of signing) when the resolution shall have been signed by all the Directors and any alternates (as the case may be). If a signed copy of the resolution shall be returned to the Secretary undated, the Secretary shall fill in the

date on which it was received and the same shall be deemed to have been signed on that day.

- 30.11 For the purposes of this Constitution:
 (a) a facsimile or other form of visible communication issued by a Director shall be deemed to be signed and dated by such Director; and
 (b) a reference to all the Directors does not include a reference to a Director who, at a meeting of Directors, would not be entitled to vote on the resolution.
- 30.12 A meeting of the Directors at which a quorum is present shall be competent to exercise all or any of the authorities powers and discretions by or under this Constitution or by or under statute for the time being vested in or exercisable by the Directors generally.

31. **CHAIRPERSON OF DIRECTORS**

- 31.1 The Directors may from time to time appoint a Chairperson of Directors or Chairperson and may entrust to and confer upon such Chairperson of Directors or Chairperson all or any of the powers of the Directors (excepting the powers to borrow or otherwise raise money or issue debentures) that they may think fit. But the exercise of all powers by such Chairperson of Directors or Chairperson shall be subject to such regulations and restrictions as the Directors may from time to time make and impose and the said powers may at any time be withdrawn, revoked or varied.
- 31.2 The Chairperson of Directors shall be entitled if present to take the chair at meetings of the Directors. If he is not present within ten (10) minutes after the time appointed for the meeting then the Directors shall choose one of their number to be Chairperson of the meeting.
- 31.3 The Chairperson may be removed at any time by resolution of which notice shall have been given to all Directors not less than fourteen (14) days before the meeting of Directors at which the resolution is proposed.

32. **DEFECTIVE APPOINTMENT OF DIRECTORS**

All acts done at a meeting of the Directors or of a committee of the Directors or by any person acting bona fide as a Director shall be as valid as if every such person had been duly appointed or had duly continued in office and was qualified and had continued to be a Director, notwithstanding that it be afterwards discovered that there was some defect in the appointment or continuance in office of any of such Directors or persons acting as aforesaid or that any of them were disqualified or had vacated office.

33. **DELEGATION TO COMMITTEES**

- 33.1 The Directors may delegate any of their powers to committees consisting of such member or members of the Company as they think fit and may revoke or vary such delegation whenever they think fit.
- 33.2 Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it from time to time by the Directors.
- 33.3 The committee may meet and adjourn as it thinks proper, questions arising at any meeting which shall be determined by a majority of votes of the members present, and in the case of an equality of votes the Chairperson shall have a second or casting vote.

- 33.4 A committee shall have the power to co-opt any Member or Members of the Company and each such Member shall have one vote at meetings of the committee.
- 33.5 The Directors shall set up a management committee that shall consist of a Chairperson, Vice-Chairperson, Secretary, Treasurer, and shall be elected from within the Board, by the Board at its first meeting.

34. ESTABLISHMENT OF DIVISIONS

- 34.1 The Board may establish Divisions by Regulations of the Company.
- 34.2 A Division shall comprise such members as specified in the Regulations establishing the Division.
- 34.3 Divisions shall be managed, controlled and regulated in accordance with this Constitution and the Regulations.
- 34.4 The Board may by resolution dissolve a Division.

35. MINUTES OF MEETINGS

- 35.1 The Directors shall cause minutes to be made and faithfully entered in books provided for that purpose:
- (a) of all appointments of officers;
 - (b) of names of Directors present at all meetings of the Company and of the Directors and of any committee of the Directors; and
 - (c) all proceedings at all meetings of the Company and of the Directors and of committees of Directors.
- Such minutes shall be signed by the Chairperson of the Meeting at which the proceedings were held or by the Chairperson of the next succeeding meeting.
- 35.2 The minutes of a meeting signed by the Chairperson as provided in clause 35.1 shall be sufficient evidence without further proof of the facts therein stated.

36. GENERAL POWERS OF DIRECTORS

- 36.1 The management and control of the business and affairs of the Company shall be vested in the Directors who may exercise all such powers and all such acts and things as the Company is by its Constitution or otherwise authorised to exercise and do and are not by this Constitution or by statute directed or required to be exercised or done by the Company at a Meeting.
- 36.2 The Board may from time to time prescribe such Regulations of the Company as it sees fit. The Board may amend, modify, add to, delete from or cancel any Regulation at any time as it sees fit. Such Regulations shall not be inconsistent with this Constitution or the Corporations Act 2001.
- 36.3 The powers of the Directors under this Constitution shall be subject to the provisions of the Corporations Act 2001 and of this Constitution, and to any Regulations from time to time and at all times to resolutions made by the Company in Meeting PROVIDED THAT no Regulations so made shall invalidate any prior act of the Directors which would have been valid if such Regulation had not been made.
- 36.4 The Board shall, in exercising its powers, recognise and act to protect as far as possible the interests of a member where those interests may clearly differ from those of other members of the Company.
- 36.5 So far as shall be practicable and not inconsistent with the provisions of this Constitution, any power, authority or discretion vested in the

Directors may be exercised at any time and from time to time as they shall think fit.

37. BORROWING POWERS OF DIRECTORS

- 37.1 The Directors may without the necessity of obtaining any consent of the members or otherwise raise or borrow for any purpose of or incidental to the attainment of the objects or to the exercise of the powers of the Company contained in its Constitution such sum or sums of money as they think fit.
- 37.2 Without limiting the generality of clause 37.1, the Directors may raise or borrow any money in any manner whatsoever either alone or jointly with another or others (including but without limitation by way of overdraft account, letters of credit or bill acceptance and discounting facility) and to secure the payment or repayment of such moneys in such manner and upon such terms and conditions in all respects as they may think fit either without security or secured by deposit or pledge of the securities or properties of the Company or by mortgages bills of exchange or promissory notes or other instruments or in any other manner and if considered advisable for such purposes the Directors may charge, assign and convey as security all or any of the Company's property and assets both present and future including its uncalled capital (if any) for the time being.
- 37.3 The Directors shall cause a proper register to be kept in accordance with the Corporations Act 2001 of all mortgages and charges specifically affecting the property of the Company.

38. INTERESTED DIRECTORS

- 38.1 For the purposes of this Constitution, an interest of a Director may arise in either of the following ways:
- (a) an interest of the kind set forth in Section 232A(1) of the Corporations Act 2001 (a **Material Personal Interest**); or
 - (b) an interest of the kind set forth in Section 243G of the Corporations Act 2001 (a **Financial Benefit**).

39. DIRECTORS' INTERESTS

- 39.1 Directors shall, subject to this Constitution and the Corporations Act 2001, be entitled to have or acquire:
- (a) a Material Personal Interest; or
 - (b) a Financial Benefit.

40. DIRECTORS' MATERIAL PERSONAL INTERESTS

Where the interest of a Director is a Material Personal Interest, then the rights of the Director shall be the same as if the Material Personal Interest was an Interest PROVIDED THAT:

- 40.1 The Director holding the Material Personal Interest shall not:
- (a) vote;
 - (b) be present; or
 - (c) be counted in the quorum, at a meeting of the Board which is considering a matter involving the Material Personal Interest of the Director;
- 40.2 The restrictions contained in clause 40.1 shall not apply:
- (a) if the Board (other than the Director who holds a Material Personal Interest) pass a resolution that:

- (i) specifies the Director, the Material Personal Interest and the subject matter; and
 - (ii) states that they are satisfied that the Material Personal Interest should not disqualify the Director from considering or voting on the matter; or
 - (b) if the Commission has granted an exemption pursuant to Section 232B of the Corporations Act 2001 permitting the same; and
- 40.3 If as a result of the restriction in clause 40.1, a quorum is not present for consideration of the matter in which a Director has a Material Personal Interest, the Board may convene a Meeting of the Company to be held to determine the matter.
41. **DIRECTORS' FINANCIAL BENEFITS**
 If the interest of a Director constitutes a Financial Benefit, then the Director shall only be permitted to hold or acquire that interest if the Director, the Board and the Company (as the case may be) comply with the provisions set out in Chapter 2E of the Corporations Act 2001.
42. **ATTORNEYS FOR COMPANY**
 The Directors may from time to time by resolution, power of attorney or writing under the common seal appoint any corporation, firm, or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or agent of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under this Constitution) and for such period and subject to such conditions as they may think fit, and any such appointment may contain such provisions for the protection and convenience of persons dealing with any such attorney or agent as the Directors may think fit and may also authorise any such attorney or agent to delegate all or any of the powers, authorities, and discretions vested in him.
43. **EXECUTION OF DOCUMENTATION**
- 43.1 If the Company has a common seal, the Directors shall provide for the safe custody of the seal.
- 43.2 No document, writing or other material shall be executed by the Company except pursuant to the authority of the Directors or Committee of the Directors authorised in that behalf.
- 43.3 Without limiting the manner in which the Company may execute any agreement, deed, share certificate (if any) or other document, the Company may execute any such document either with or without the use of the common seal. Every document which is executed shall be signed (whether with or without the common seal) by at least one Director, a Director and Secretary or a Director and another person specifically authorised by the Directors for that purpose.
- 43.4 Any document or instrument may be executed by a Director of the Company in accordance with this clause 43 notwithstanding that he is interested in the Contract or arrangement to which the document or instrument relates.

44. BILLS OF EXCHANGE

All cheques, promissory notes, drafts, bills of exchange, and other negotiable instruments, and all receipts for money paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by any two Directors or in such other manner as the Directors from time to time determine.

45. COMPANY SECRETARY

45.1 The Executive Director as Company Secretary shall:

- (a) act as secretary or cause an appropriate person to act as secretary of the Company's Board for any meeting of the Board or other Meeting;
- (b) receive reports from and communicate to members information on matters of common interest as provided;
- (c) as far as practicable keep himself fully informed and appraised of developments in the affairs of Australian boarding schools generally and in particular of other bodies whose objects and functions are comparable with the Company;
- (d) maintain personal contact with all Directors;
- (e) render such other services as may be proper under the direction of the Board;
- (f) ensure that all cheques, negotiable instruments and money received by the Company shall be paid as soon as practicable to the Company's account or accounts at the offices of such bankers as shall from time to time be nominated by the Board;
- (g) arrange for the preparation of corporate plans, reports and budgets as may be required by the Board from time to time; and
- (h) ensure that appropriate accounts are maintained of all Company assets, property and income and of all disbursements by the Company.

46. PUBLIC OFFICER

The Directors shall appoint a public officer to the Company who shall perform the functions set out in Section 252 of the Income Tax Assessment Act 1936 and may if they think fit remove such person from office and appoint another in his place.

47. HONORARY OFFICERS

47.1 The Directors may provide for the creation of patrons and other honorary officers and for the admission and retirement of persons to such offices.

47.2 The Directors may confer upon such persons the right to attend and to speak at general meetings but not a right to vote.

48. FINANCIAL STATEMENTS

48.1 The Directors shall cause the Company to:

- (a) keep such accounting records as correctly record and explain the transactions (including any transactions as trustee) and financial position of the Company;
- (b) keep its accounting records in such a manner as will enable true and fair accounts of the Company to be prepared from time to time; and

(c) keep its accounting records in such manner as will enable the accounts of the Company to be conveniently and properly audited in accordance with the Corporations Act 2001.

- 48.2 Subject to any law to the contrary, the Directors shall lay before each annual general meeting of the Company:
- (a) A duly audited balance sheet made up to the end of the Company's Financial Year giving a true and fair view of the state of affairs of the Company as at the end of that Financial Year; and
 - (b) a duly audited profit and loss account for the last Financial Year of the Company, being a profit and loss account that gives a true and fair view of the state of affairs of the Company as at the end of that Financial Year, such balance sheet and profit and loss account to comply with the requirements of the Corporations Act 2001.
- 48.3 The Company shall by way of note attached to the balance sheet send to members such details required to be specified by the Corporations Act 2001 of any material contracts involving Directors' interests, and which is either still subsisting at the end of the Financial Year or, if not then subsisting, has been entered into since the end of the previous Financial Year.
- 48.4 For the purposes of clause 48.3 **contract** shall be deemed to include any agreement or arrangement whether formal or informal, and whether expressed or implied, and includes an agreement that is not enforceable by legal proceedings whether or not it was intended to be so enforceable. A contract with a related corporation of the Company shall be taken into account as if it were a contract with the Company.

49. **DIRECTORS REPORT**

The Directors of the Company shall cause to be attached to every balance sheet a report made in accordance with a resolution of the Directors and signed by not less than two (2) of the Directors with respect to the profit and loss of the Company for that Financial Year and the state of the Company's affairs as at the end of that Financial Year, stating the matters required by the Corporations Act 2001.

50. **DISTRIBUTION OF ACCOUNTS**

A printed copy of such profit and loss account, balance sheet and report, together with such other material as is required to be sent by Section 314(1) of the Corporations Act 2001, shall be sent direct to every person entitled to receive notice of Meetings of the Company at least fourteen (14) days before the date of the Meeting at which they are to be considered.

51. **INSPECTION OF BOOKS OF ACCOUNT**

- 51.1 The books of account and records shall be kept at the Office or at such other place or places as the Directors think fit and shall at all times be open to inspection by the Directors.
- 51.2 Subject to the provisions of the Corporations Act 2001 the Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the books of account and records of the Company or any of them shall be open to the inspection of the members.
- 51.3 No member, not being a Director, shall be entitled to inspect any accounts, records, books or documents of the Company except as

provided by the Corporations Act 2001 or authorised by the Directors pursuant to clause 51.2 or by a resolution of the Company at a Meeting.

52. ACCOUNTS CONCLUSIVE

Every account of the Company when audited and approved by a Meeting shall be conclusive.

53. AUDIT

53.1 An Auditor or Auditors shall be appointed in accordance with the Corporations Act 2001 and his or their duties shall be regulated in accordance with the Corporations Act 2001.

53.2 The Auditor shall report to the members on the accounts to be laid before the Company at a Meeting and on the Company's accounting records relating to those accounts.

53.3 Any person who is:

(a) a Director of the Company;

(b) an officer of the Company;

(c) a partner, employer or employee of a Director or officer of the Company;

(d) a partner, employer or employee of an employee of a Director or officer of the Company;

(e) not a registered company auditor; or

(f) indebted in any amount exceeding FIVE THOUSAND DOLLARS

(\$5,000.00) to the Company or to a related corporation,

shall not be capable of being appointed or of acting as Auditor of the Company.

54. CONFIDENTIAL INFORMATION

Every Director, manager, trustee or member of a committee of the Company may be required by the Directors to sign a declaration pledging himself to observe strict secrecy respecting all transactions of the Company. Such a declaration may require the person so signing to pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by the Directors or a member of a Committee or by any Meeting of members or by a Court of competent jurisdiction or like statutory body and except so far as may be necessary in order to comply with any of the provisions in this Constitution.

55. NOTICES

55.1 Any notice to be given by the Company under or in reference to this Constitution may be served on the person to be notified either personally, by facsimile, by email transmission or by sending it through the post in a prepaid letter envelope or wrapper to the person to be notified at his registered place of address.

55.2 The signature to any notice to be given by the Company may be written, typewritten or printed.

55.3 Any notice sent by post shall be deemed to have been served on the day following that on which the letter envelope or wrapper containing the same was posted.

- 55.4 In proving service of a notice by post it shall be sufficient to prove that the letter envelope or wrapper containing the notice was properly addressed stamped and posted. A certificate in writing signed by any Director, Secretary or other officer of the Company that the letter envelope or wrapper containing the notice was so addressed and posted shall in the absence of evidence to the contrary be conclusive evidence thereof.
- 55.5 Any notices to be given under or in reference to these Articles by the Company to any person or vice versa may be given by facsimile or other form of visible communication and shall be deemed to have been duly given when dispatched PROVIDED THAT:
- (a) in the case of a facsimile transmission or email transmission, at the completion of the transmission the machine operated by the sender signifies that the transmission has been received; and
 - (b) in the case of any other form of visible communication, where the intended recipient of the notice has signalled receipt of same.
- 55.6 Where a given number of days' notice, or notice extending over any period is required to be given, the day on which the notice is deemed to be served shall be excluded but the day for which the notice is given shall be included in calculating the number of days or other period.
- 55.7 Subject to clause 55.1, notice of every Meeting or, if required, any adjournments shall be given in any manner authorised to:
- (a) every member; and
 - (b) the Auditor for the time being of the Company
56. **WINDING UP**
- 56.1 If the Company is wound up:
- (a) each Member; and
 - (b) each person who ceased to be a Member in the preceding Year undertakes to contribute to the property of the Company for the:
 - (c) payment of the debts and liabilities of the Company (but in relation to those persons referred to in paragraph (2) above, only those contracted before the person ceased to be a Member) and payment of the costs, charges and expenses of winding up; and
 - (d) adjustment of the rights of the contributories amongst themselves, such amount as may be required but not exceeding \$100.00.
- 56.2 If any surplus remains following the winding up of the Company, the surplus will not be paid to or distributed amongst Members, but will be given or transferred to another institution or corporation which has:
- (a) objects which are similar to the objects of the Company as set out in clause 3.1;
 - (b) a constitution which requires its income and property to be applied in promoting its objects; and
- 56.3 a constitution which prohibits it from paying or distributing its income and property amongst its Members to an extent at least as great as imposed on the Company by clause 3.4.
- The identity of the corporation or institution is to be determined by the Members at or before the time of dissolution and failing such determination being made, by application to the Supreme Court for determination.

57. INDEMNITY

57.1 To the extent permitted by law every Officer (and former Officer) of the Company shall be indemnified out of the funds of the Company against all costs, expenses and liabilities incurred as such an Officer or employee (or former Officer or employee). However, no such Officer (or former Officer) shall be indemnified out of the funds of the Company under this clause unless:

(a) it is in respect of a liability to another person (other than the Company or a related body corporate to the Company) where the liability to the other person does not arise out of conduct involving a lack of good faith; or

(b) it is in respect of a liability for costs and expenses incurred:

(i) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the Officer (or former Officer) or in which the Officer (or former Officer) is acquitted; or

(ii) in connection with an application, in relation to such proceedings, in which the court grants relief to the Officer (or former Officer) under the Law.

58. PAYMENT OF INDEMNITY POLICY PREMIUM

58.1 To the extent permitted by law the Company may at the discretion of the Directors enter into and/or pay a premium in respect of a policy of insurance insuring an Officer (or former Officer) of the Company against any liability incurred by such person in that capacity (whether in respect of acts or omissions prior to or after the date of the issue of the policy or both) except for:

(a) a liability arising out of conduct involving a willful breach of duty in relation to the Company; or

(b) a contravention of sections 232(5) or (6) of the Corporations Act 2001.

The Directors shall have the discretion to approve the terms and conditions of any such policy of insurance.

58.2 Where an Officer (or former Officer) has the benefit of an indemnity pursuant to an insurance policy in respect of his actions or omissions then the Company shall not be required to indemnify the Officer under clause 57 except to the extent that the indemnity affected by the insurance policy does not fully cover the persons liability.

59. INDEMNITY TO CONTINUE

59.1 The indemnity granted by the Company contained in clause 57 shall continue in full force and effect notwithstanding the deletion or modification of that clause, in respect of acts and omissions occurring prior to the date of the deletion or modification.

60. **ALTERATIONS TO THE CONSTITUTION**

60.1 This Constitution may be altered, rescinded or repealed by the Association by special resolution of a General Meeting of the Association.

61. **DECISIONS ON THE MEANING OF THE CONSTITUTION**

61.1 If any doubt arises as to the proper meaning of these provisions the decision of the Board shall be final and conclusive and its decision shall be recorded in the Minute Book of the proceedings of the Board.

62. **REGISTERED OFFICE**

The Office of the Company shall be at such place as the Directors shall from time to time appoint.

The Company may do all things which under the Corporations Act 2001 a company may do if so authorised by its Constitution. We, the undermentioned several persons whose names are subscribed being subscribers to the Constitution agree to and subscribe the foregoing Constitution.

THE FIRST SCHEDULE

AUSTRALIAN BOARDING SCHOOLS ASSOCIATION LIMITED

“I, _____ of

hereby appoint of

or failing him, the Chairperson of the Meeting as my proxy to vote for me
and on my
behalf at the Meeting (or annual general meeting as the case may be) of the
Company to be held on the _____ day of _____ 20____
and at any adjournment thereof.

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

Signed this day of 20____

.....
Signature of Member

*(Strike out whichever is not desired or is inapplicable)”

THE SECOND SCHEDULE

AUSTRALIAN BOARDING SCHOOLS ASSOCIATION LIMITED

"I/we, of

hereby appoint of

as my attorney to attend and take part in the proceedings of and vote at all meetings of the Company and to sign any consents which I would under the Constitution of the Company be required or entitled to sign until such time as this power of attorney is formerly revoked by me in writing.

Signed this day of 20

EXECUTED by

in accordance with Section 127 of the]

Corporations Act 2001 (Cwlth) with the] *Director/**Sole Director and Secretary authority of the *Directors/**Sole Director and]

Secretary:]

] *Director/ and Secretary

* Delete if a sole director/ secretary proprietary company ** Delete if not a sole director/ secretary proprietary company

SIGNED by in the presence of:

Signature of Witness

Name of Witness (BLOCK LETTERS)

THE THIRD SCHEDULE

AUSTRALIAN BOARDING SCHOOLS ASSOCIATION LIMITED

I _____, a Director of **AUSTRALIAN BOARDING SCHOOLS ASSOCIATION LIMITED** (“the Company”) in pursuance of the power contained in the Constitution of the Company hereby nominate of _____ to act as Alternate Director of the Company in my place and stead, and to exercise and discharge all my duties and to exercise all my authorities, prerogatives, privileges and powers as a Director of the Company during my absence (or my illness or my inability to act or attend as a Director, as the case may be).

Signed this _____ day of _____ 20 .

Signature.....

Witness.....