



Covenant Christian School  
**Association**  
*All knowledge through Christ*

## Constitution

**Covenant Christian School Association Limited**

**ABN 16 293 921 492**

**A Company Limited by Guarantee**

• **Contents**

1	Definitions and Interpretation .....	4
2	Purpose of the Association.....	7
3	Powers .....	9
4	Application of income for Objects only .....	9
5	Winding up .....	10
6	Membership.....	11
7	Ceasing to be Member .....	17
8	General meetings.....	19
9	Proceedings at general meetings.....	21
10	Directors .....	27
11	Remuneration of Directors.....	32
12	Expenses of Directors .....	32
13	Vacation of office of Director .....	32
14	Powers and duties of Directors .....	33
15	Rules .....	33
16	Appointment of attorney.....	33
17	Conflicts of interest.....	34
18	Directors' committees .....	35
19	Powers of delegation.....	35
20	Proceedings of Directors .....	36
21	President, Vice-President, Chairman and Deputy Chairman.....	36

22	Quorum for Directors' meeting.....	37
23	Chairman of Directors' committee .....	37
24	Meetings of Director's committee.....	38
25	Circulating resolutions.....	38
26	Validity of acts of Directors .....	38
27	Secretary.....	39
28	Staff of institutions established by Association.....	39
29	Eligibility criteria for enrolment .....	41
30	Dispute resolution.....	41
31	Documents .....	42
32	Accounts.....	43
33	Common seal.....	43
34	Inspection of records.....	43
35	Service of documents .....	44
36	Indemnity .....	45
37	Insurance .....	45
38	Directors' liability insurance.....	46
39	Contract.....	46
40	Amendments to Constitution.....	46

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## 1 Definitions and Interpretation

### 1.1 Definitions

In this Constitution unless a contrary intention appears:

**ABN** means the Australian Business Number.

**ASIC** means the Australian Securities and Investments Commission.

**Association** means Covenant Christian School Association Limited being an Australian public company limited by guarantee established under the *Corporations Act 2001 (Commonwealth)* which bears the ABN 16 293 921 492 and the principal place of business of which is located at 212 Forest Way Belrose NSW 2085.

**Board** means all or some of the Directors acting as a board.

**Committee** means a committee of Directors constituted under clause 17.

**Constitution** means this Constitution as amended from time to time and a reference to a clause is a reference to a clause of this Constitution.

**Corporations Act** means the *Corporations Act 2001 (Commonwealth)*.

**Director** means a person holding office as Director of the Association.

**Directors** means all or some of the persons holding office as Directors of the Association.

**Educational Creed** means the document set out in Schedule 2 to this Constitution.

**General Meeting** means a meeting of the Members of the Association.

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

#### Members

- (a) **Full Member** means a person described as such in clause 6.3 and entered on the Register of the Association as a Full Member.

(b) **Associate Member** means a person described as such in clause 6.2 and entered on the Register of the Association as an Associate Member.

**President** means the President appointed under clause 21.1.

**Principles and Covenants** means the document set out in Schedule 1 to this Constitution.

**Register** means the register of Members under the Corporations Act and if appropriate includes a branch register.

**Registered Office** means the registered office for the time being of the Association.

**Rule** means a rule made by the Board in accordance with clause 15.

**Schedule** means a schedule to this Constitution.

**Seal** means the common seal (if any) of the Association.

**Secretary** means a person appointed as a secretary of the Association and includes an honorary Secretary and where appropriate includes an acting secretary and a person appointed by the Directors to perform all or any of the duties of a secretary of the Association.

**State** means the State of New South Wales

**Vice-President** means the Vice-President appointed under clause 21.1.

## 1.2 Interpretation

In this Constitution unless the contrary intention appears:

- (a) words importing any gender include all other genders,
- (b) the singular includes the plural and vice versa,
- (c) a reference to a law includes regulations and instruments made under the law,
- (d) 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,

- (e) a reference to a meeting includes a meeting by technology where all attendees have reasonable opportunity to participate,
- (f) a reference to a person being present in person includes an individual participating in a meeting as described in clause 1.2(e),
- (g) a power, an authority or a discretion reposed in a Director, the Directors, the Association in general meeting or a Member may be exercised at any time and from time to time,
- (h) 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,
- (i) '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,
- (j) Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia.

### **1.3 Signing**

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.

### **1.4 Corporations Act**

In this Constitution unless the contrary intention appears:

- (a) an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Corporations Act, the same meaning as in that provision of the Corporations Act,
- (b) 'section' means a section of the Corporations Act; and
- (c) while the Association is a registered charity under the *Australian Charities and Not-for-profits Commission Act 2012* (Cth):
  - (i) subject to clause 1.4(c)(ii), the provisions of the Corporations Act in Part 2G.2 and Part 2G.3 (other than section 249X) apply as if section 111L(1) of the Corporations Act was not enacted; and
  - (ii) if one of those provisions includes a reference to ASIC, including a reference to lodge any document with, or seek consent or approval from ASIC, that particular requirement does not apply to the Association.

## 1.5 Headings

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

## 1.6 Replaceable rules do not apply

The provisions of the Corporations Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Association.

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## 2 Purpose of the Association

### Objects

The objects of the Association are:

- (a) To establish and maintain Covenant Christian School, and such other educational institutions as the Association may determine, in order to provide daily Christian education and instruction of children based upon the inerrant Word of God as interpreted by the following:

- (i) The Three Forms of Unity (being the Belgic Confession, the Heidelberg Catechism and the Canons of Dort); and/or
  - (ii) The Westminster Confession of Faith; and/or
  - (iii) The Baptist Confession of 1689; and
  - (iv) the Educational Creed.
- (b) To provide Christian Education in the school or schools which incorporates:
- (i) respect for the individual child;
  - (ii) equality amongst children regardless of ability, race or socio-economic background;
  - (iii) the highest possible academic standards consistent with God-given ability;
  - (iv) concern for and involvement in the community outside the school or schools; and
  - (v) activities such as the delivery and holding of lectures, games concerts, dramatic or other entertainments, public or other meetings, classes and conferences calculated directly or indirectly to advance the cause of Christian education;
- (c) to act as trustee and to perform and discharge the duties and functions incidental thereto where this is incidental or conducive to the attainment of these objects;
- (d) to do such other things as are incidental or conducive to the attainment of these objects; and
- (e) to do all or any of the things authorised by the Corporations Act.

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### **3 Powers**

The Association has the legal capacity and powers of an individual and also has all the powers of a Body Corporate under the Corporations Act.

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### **4 Application of income for Objects only**

#### **4.1 Profits**

The profits (if any) or other income and the property of the Association, however derived:

- (a) must be applied solely towards the promotion of the purposes of the Association as set out in clause 2, and
- (b) may not be paid or transferred to the Members, in whole or in part, either directly or indirectly by way of dividend, bonus or otherwise.

#### **4.2 Payment in good faith**

The above clause does not prevent payment in good faith to a Member, or to a firm of which a Member is a partner:

- (a) of remuneration for services to the Association (excluding for services as Directors),
- (b) for goods supplied in the ordinary course of business,
- (c) of interest on money borrowed from a Member at a rate not exceeding that fixed for the purposes of this clause by the Association in a general meeting, or
- (d) of a reasonable rent for premises let by a Member.

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## 5 Winding up

### 5.1 Contributions by Members

- (a) Each Member undertakes to contribute to the Association's property if the Association is wound up while they are a Member, or within one (1) year after they cease to be a Member.
- (b) This contribution is for:
  - (i) payment of the Association's debts and liabilities contracted before they ceased to be a Member,
  - (ii) the costs of winding up, and
  - (iii) adjustment of the rights of the contributories among themselves.
- (c) The amount is not to exceed two dollars (\$2.00).

### 5.2 Application of property

- (a) If any property remains on the winding up or dissolution of the Association and after satisfaction of all its debts and liabilities, then, subject always to clause 5.3, that property may not be paid to or distributed among the Members but must be given or transferred to one or more funds or institutions:
  - (i) that have charitable objects similar to, or inclusive of, the objects of the Association, and
  - (ii) whose governing document prohibits the distribution of its income and property among its Members to an extent at least as great as imposed on the Association under this Constitution.
- (b) The funds or institutions will be determined by the Members at or before the time of dissolution.

### 5.3 Transfer of surplus assets – deductible gift recipients

(a) Where the Association has been endorsed as a deductible gift recipient, either under Subdivision 30-BA of the Income Tax Assessment Act as an entity or in relation to a fund or an institution it operates, then where:

- (i) the Association is wound up; or
- (ii) the fund or institution is wound up; or
- (iii) the endorsement under Subdivision 30-BA of the Income Tax Assessment Act is revoked:

any surplus:

- (i) gifts of money or property for the principal purpose of the Association, fund or institution (whichever is relevant);
- (ii) contributions described in item 7 or 8 of the table in section 30-15 of the Income Tax Assessment Act in relation to a fundraising event held for that purpose; and
- (iii) money received by the Association because of such gifts or contributions,

remaining after payment of all liabilities must be transferred to one or more funds or institutions that comply with clause 5.2 and are endorsed deductible gift recipients.

(b) Where the Association operates more than one (1) fund or institution for which it is a deductible gift recipient and its endorsement under Subdivision 30-BA of the Income Tax Assessment Act is revoked only in relation to one of those funds or institutions, then it may transfer any surplus assets of that fund or institution after payment of all liabilities to any other fund or institution for which it is endorsed as a deductible gift recipient.

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## 6 Membership

### 6.1 Categories of membership

There are two (2) categories of Members of the Association:

- (a) Full Members; and
- (b) Associate Members.

## **6.2 Associate Members**

- (a) Associate Members are those Members who have been admitted as such by the Association.
- (b) An Associate Member must:
  - (i) be a confessing Christian; and
  - (ii) subscribe to all of the following:
    - A. the Objects of the Association as set out in clause 2:
    - B. the Principles and Covenants of the Association as set out in Schedule 1; and
    - C. the Educational Creed as set out in Schedule 2.
- (c) An Associate Member has the same rights and duties as a Full Member except that an Associate Member:
  - (i) may not serve as a Director of the Association;
  - (ii) may not vote on any motion to amend this Constitution, except for any proposed motion where the rights of Associate members are proposed to be adversely affected; and
  - (iii) may not be appointed as a member of a Directors' committee of the Association except as permitted under clause 17.

## **6.3 Full Members**

- (a) Full Members are those Members who have been admitted as such by the Association.
- (b) A Full Member must:

- (i) have been an Associate Member for at least one (1) year;
- (ii) be a confessing Christian; and
- (iii) subscribe to all of the following:
  - A. the Objects of the Association as set out in clause 2:
  - B. the Principles and Covenants of the Association as set out in Schedule 1;
  - C. the Educational Creed set out in Schedule 2; and
  - D. the matters held in common by all the doctrinal statements set out in clause 2(a)(i), 2(a)(ii) and 2(a)(iii).

#### **6.4 Number of Members**

- (a) The maximum number of Members of the Association will be five hundred (500) or such greater number as the Directors determine from time to time, subject to that number complying with the Corporations Act.
- (b) The Members at the date of adoption of this Constitution and any person the Directors admit to membership under clause 6.5 are the Members of the Association.
- (c) The Directors may from time to time increase or decrease the maximum number of Members.

#### **6.5 Admission as Member**

The Directors may admit any person as a Full Member or Associate Member of the Association if the person is eligible under the relevant clauses 6.2 or 6.3, and 6.6 and agrees to be bound by this Constitution and to support the objects, interests, and influence of the Association.

#### **6.6 Membership criteria**

To be eligible to be a Full Member or Associate Member of the Association a person must:

- (a) be proposed and seconded by an existing Full or Associate Member,
- (b) consent in writing to become a Full Member or Associate Member of the Association; and
- (c) agree to be bound by this Constitution.

## **6.7 Membership process**

- (a) The application for membership either as a Full Member or as an Associate Member must be in writing addressed to the Directors, signed by the applicant, and accompanied by:
  - (i) in the case of an application for membership as an Associate Member a confirmation that the applicant:
    - A. is a confessing Christian; and
    - B. subscribes to all of the following:
      - I. the Objects of the Association as set out in clause 2;
      - II. the Principles and Covenants of the Association as set out in Schedule 1; and
      - III. the Educational Creed set out in Schedule 2;
  - (ii) in the case of an application for membership as a Full Member a confirmation that the applicant:
    - A. has been an Associate Member for at least one (1) year; and
    - B. is a confessing Christian; and
    - C. subscribes to all of the following:
      - I. the Objects of the Association as set out in clause 2;
      - II. the Principles and Covenants of the Association as set out in Schedule 1;

III. the Educational Creed set out in Schedule 2; and

IV. the matters held in common by all the Doctrinal statements as set out in clause 2(a)(i), 2(a)(ii) and 2(a)(iii).

- (b) The application for Membership in clause 6.7 (a) shall be in such form as the Directors from time to time prescribe. In the case of a married couple, if both wish to be admitted as Members of the Association (be it as Full Members or Associate Members or one (1) in each category), each shall make a separate application for membership.
- (c) After the receipt of an application to become either a Full Member or an Associate Member the application for membership must be considered by the Directors and the Directors must determine whether to admit the applicant to membership of the Association or whether to reject the application.
- (d) The Secretary must notify the applicant of the decision of the Directors whether to accept or reject the application for membership within three (3) months of the receipt of the application for membership by the Directors.
- (e) When an applicant has been accepted for membership the Secretary shall forthwith send to the applicant written notice of his acceptance. Upon receipt by the Secretary of payment of the first prescribed membership fee after notification of the applicant's acceptance as a Full Member or Associate Member the applicant shall become a Member in the relevant category of membership, provided however that if such payment is not made within two (2) calendar months after the date of the notice of acceptance the Directors may in their discretion cancel their acceptance of the application for membership of the Association. If no membership fee is payable, the applicant's membership takes effect from the date of acceptance of the membership.
- (f) The annual membership fee payable by Members shall be such as the Association in general meeting shall from time to time prescribe, provided that the Directors may in their discretion waive or reduce the annual membership fee with respect to any Member who:

- (i) in the opinion of the Directors is unable to pay the annual membership fee: or
- (ii) in respect of whom a waiver or reduction of the membership fee is considered by the Directors to be appropriate:

except that a Member who has one or more children attending Covenant Christian School is not required to pay the annual membership fee in respect of the years when that child is enrolled at Covenant Christian School.

#### **6.8 Directors' discretion to admit or refuse admission as Member**

The Directors have the discretion to refuse any person or corporation admission as a Member without giving any reason for refusing.

#### **6.9 Registration as Member**

If the Directors accept an application for membership, the Directors must cause the name of the person to be entered in the Register as soon as the practicable after the Member pays the membership fee, or if no membership fee is payable, from the date of acceptance of the membership.

#### **6.10 Register of Members**

- (a) The Association must establish and maintain a Register. The Register must be kept by the Secretary and must contain:
  - (i) for each current Member:
    - (A) name;
    - (B) address;
    - (C) any alternative address nominated by the Member for the service of notice; and
    - (D) date the Member was entered on to the Register.
  - (ii) for each person who stopped being a Member in the last 7 years:

- (A) name;
  - (B) address;
  - (C) any alternative address nominated by the Member for the service of notices; and
  - (D) date the membership started and ended.
- (b) The Association must provide access to the Register in accordance with the Corporations Act.

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## **7 Ceasing to be Member**

### **7.1 Cessation of membership**

A Member ceases to be a Member on:

- (a) death;
- (b) resignation by written notice to the Association having immediate effect or with effect from a specified date occurring not more than seven (7) days after the service of the notice;
- (c) the passing of a resolution by the Directors or Members in general meeting pursuant to clause 7.2;

### **7.2 Termination of membership**

- (a) Subject to this Constitution the Directors or Members in general meeting may at any time terminate the membership of a Member if the Member:
  - (i) fails to pay any subscription that may be prescribed by the Directors from time to time, including a membership fee imposed under clause 6.7(f), for a period of twelve (12) months after the subscription was due and payable;
  - (ii) becomes of unsound mind or a person whose personal estate is liable to be dealt with in any way under a law related to mental health;

- (iii) becomes bankrupt or insolvent or makes an arrangement or composition with creditors of a person's joint or separate estate generally;
  - (iv) refuses or neglects to comply with this Constitution or any applicable Rules or regulations made by the Directors;
  - (v) engages in conduct which in the opinion of the Directors is unbecoming of the Member or prejudicial to the interests of the Association;
  - (vi) fails to pay any debt due to the Association for a period of three (3) months after the date for payment: or
  - (vii) In the case of an Associate Member, makes statements or engages in conduct which is inconsistent with, or contrary to, the matters referred to in clause 6.2(b).
  - (viii) In the case of a Full Member, makes statements or engages in conduct which is inconsistent with, or contrary to, the matters referred to in clause 6.3(b).
- (b) For a decision of the Directors or the Members in general meeting under clause 7.2 to be effective the Member must be notified twenty-one (21) days prior to the meeting of the motion to terminate his membership, and the grounds upon which this action is proposed. The member may present to the meeting a written statement showing cause why his membership should not be so terminated.
- (c) If the person who has had their membership terminated is not satisfied with the decision, they may initiate a dispute resolution procedure pursuant to clause 29.

### **7.3 Limited liability**

The Members have no liability as Members except as set out in clause 5.1.

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## **8 General meetings**

### **8.1 Annual general meeting**

Annual general meetings of the Association are to be held in accordance with the Corporations Act.

### **8.2 Convening general meeting**

The Directors may convene and arrange to hold a general meeting of the Association when they think fit and must do so if required to do so under the Corporations Act.

### **8.3 Notice of general meeting**

Notice of a meeting of Members must be given in accordance with clause 35 and the Corporations Act.

### **8.4 Calculation of period of notice**

In computing the period of notice under clause 8.3, both the day on which the notice is given or taken to be given and the day of the meeting convened by it are to be disregarded.

### **8.5 Cancellation or postponement of general meeting**

- (a) Where a meeting of Members (including an annual general meeting) is convened by the Directors they may by notice, whenever they think fit, cancel the meeting or postpone the holding of the meeting to a date and time determined by them.
- (b) This clause 8.5 does not apply to a meeting convened in accordance with the Corporations Act by a single Director, by Members, by the Directors on the request of Members or to a meeting convened by a Court.

### **8.6 Notice of cancellation or postponement of a meeting**

- (a) Notice of cancellation, postponement or change of place of a general meeting must state the reason for cancellation or postponement and be given:

- (i) to each Member individually; and
- (ii) to each other person entitled to be given notice of a meeting of the Association's Members under the Corporations Act.

#### **8.7 Contents of notice of postponement of meeting**

A notice of postponement of a general meeting must specify:

- (a) the postponed date and time for the holding of the meeting;
- (b) a place for the holding of the meeting which may be either the same as or different from the place specified in the notice convening the meeting; and
- (c) if the meeting is to be held in two or more places, the technology that will be used to facilitate the holding of the meeting in that manner.

#### **8.8 Number of clear days for postponement of meeting**

The number of clear days from the giving of a notice postponing the holding of a general meeting to the date specified in that notice for the holding of the postponed meeting must not be less than the number of clear days' notice of the general meeting required to be given by this Constitution or the Corporations Act.

#### **8.9 Business at postponed meeting**

The only business that may be transacted at a general meeting the holding of which is postponed is the business specified in the original notice convening the meeting.

#### **8.10 Proxy at postponed meeting**

Where by the terms of an instrument appointing a proxy:

- (a) the proxy is authorised to attend and vote at a general meeting or general meetings to be held on or before a specified date; and
- (b) the date for holding the meeting is postponed to a date later than the date specified in the instrument of proxy,

then, by force of this clause 8.10, that later date is substituted for and applies to the exclusion of the date specified in the instrument of proxy, unless the Member appointing the proxy gives to the Association at its Registered Office notice in writing to the contrary not less than forty-eight (48) hours before the time to which the holding of the meeting has been postponed.

#### **8.11 Non-receipt of notice**

The non-receipt of notice of a general meeting or cancellation or postponement of a general meeting by, or the accidental omission to give notice of a general meeting or cancellation or postponement of a general meeting to, a person entitled to receive notice does not invalidate any resolution passed at the general meeting or at a postponed meeting or the cancellation or postponement of a meeting.

#### **8.12 Director entitled to notice of meeting**

A Director is entitled to receive notice of and to attend all general meetings and is entitled to speak at those meetings.

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### **9 Proceedings at general meetings**

#### **9.1 Reference to Member**

Unless a contrary intention appears, a reference to a Member in this clause 9 means a person who is a Member or a proxy of that Member.

#### **9.2 Number for quorum**

Subject to clause 9.1, fifteen (15) Associate or Full Members present in person or by proxy are a quorum at a general meeting. Prior to the commencement of the meeting, all those entitled to vote must resubscribe in writing to the requirements of their class of Membership (as set out in clauses 6.2 and 6.3). Any person not resubscribing shall not be included in determining whether a quorum is present and shall not be entitled to vote at the meeting.

### **9.3 Requirement for quorum**

An item of business may not be transacted at a general meeting unless a quorum is present when the meeting proceeds to consider it. If a quorum is present at the time the first item of business is transacted, it is taken to be present when the meeting proceeds to consider each subsequent item of business unless the chairman of the meeting (on the chairman's own motion or at the request of a Member or proxy who is present) declares otherwise.

### **9.4 If quorum not present**

If within fifteen (15) minutes after the time appointed for a meeting a quorum is not present, the meeting:

- (a) if convened by a Director or at the request of Members, is dissolved; and
- (b) in any other case, stands adjourned to the same day in the next week and the same time and place, or to such other day, time and place as the Directors appoint by notice to the Members and others entitled to notice of the meeting.

### **9.5 Adjourned meeting**

At a meeting adjourned under clause 9.4(b), the requirements set out in this Part, including the requirements for a quorum, apply.

### **9.6 Appointment and powers of chairman of general meeting**

If the Directors have elected one (1) of their number as President, that person is entitled to preside as chairman at a general meeting.

### **9.7 Absence of President at general meeting**

If a general meeting is held and:

- (a) a President has not been elected by the Directors; or
- (b) the President is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unable or unwilling to act:

then the following may preside as chairman of the meeting (in order of precedence):

- (c) the Vice-President if a Director has been so elected by the Directors; or
- (d) a Director or Member elected by the Members present to preside as chairman of the meeting.

#### **9.8 Conduct of general meetings**

- (a) The chairman of a general meeting:
  - (i) has charge of the general conduct of the meeting and of the procedures to be adopted at the meeting;
  - (ii) may require the adoption of any procedure which is, in the Chairman's opinion, necessary or desirable for proper and orderly debate or discussion and the proper and orderly casting or recording of votes at the general meeting; and
  - (iii) may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever the chairman considers it necessary or desirable for the proper conduct of the meeting.
- (b) A decision by the chairman under this clause 9.8 is final.

#### **9.9 Adjournment of general meeting**

- (a) The chairman of a general meeting may at any time during the meeting move a motion to adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting either to a later time at the same meeting or to an adjourned meeting at any time and any place, but only unfinished business is to be transacted at a meeting resumed after an adjournment.
- (b) Unless required by the chairman, a vote may not be taken or demanded by the Members present in person or by proxy in respect of any adjournment.

#### **9.10 Notice of adjourned meeting**

It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for one month or more. In that case, notice of the adjourned meeting must be given as in the case of an original meeting.

#### **9.11 Questions decided by majority**

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

#### **9.12 Equality of votes – no casting vote for chairman**

If there is an equality of votes, either on a show of hands or on a poll, then the chairman of the meeting is not entitled to a casting vote in addition to any votes to which the chairman is entitled as a Member or proxy.

#### **9.13 Voting method**

At any general meeting a resolution put to the vote of the meeting may be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn. A declaration by the chairman that a resolution has by voice or 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 Association, is conclusive evidence of the fact. Neither the chairman nor the minutes need state and it is not necessary to prove the number or proportion of the votes recorded in favour of or against the resolution.

#### **9.14 Poll**

If a poll is demanded:

- (a) it must be taken in the manner and at the date and time directed by the chairman and the result of the poll is the resolution of the meeting at which the poll was demanded;

- (b) on the election of a chairman or on a question of adjournment, it must be taken immediately;
- (c) the demand may be withdrawn; and
- (d) the demand does not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

#### **9.15 Votes of Members**

- (a) Subject to clause 9.2, every Member be he/she a Full Member or an Associate Member has one (1) vote except that an Associate Member may not vote on matters set out in clause 6.2(c)(ii).
- (b) Subject to this Constitution:
  - (i) on a show of hands, each Member present in person and each other person present as a proxy of a Member has one (1) vote; and
  - (ii) on a poll, each Member present in person has one (1) vote and each person present as proxy of a Member has one (1) vote for each Member that the person represents.

#### **9.16 Equality of votes**

In the case of an equality of votes, whether on a show of hands or on a poll, the motion shall be declared lost.

#### **9.17 Right to appoint proxy**

- (a) Subject to the Corporations Act, a Member entitled to attend a meeting of the Association (being either a Full Member or an Associate Member) is entitled to appoint another Member as proxy to attend in the appointing Member's place at the meeting.
- (b) A proxy appointed under clause 9.17(a):

- (i) must be either a Full Member or an Associate Member of the Association;
  - (ii) has the right to vote only to the extent of the voting rights of the appointing Member's category of membership;
  - (iii) has the same right as the appointing Member to speak and vote at the meeting; and
  - (iv) may be appointed in respect of more than one (1) meeting.
- (c) The instrument appointing a proxy:
- (i) must be in writing under the hand of the appointing Member or his attorney duly authorised in writing ;
  - (ii) must be in the form set out in Schedule 3 to this Constitution;
  - (iii) will be deemed to confer authority to demand or join in demanding a poll;
- (d) An appointing Member will be entitled to instruct his proxy to vote in favour of or against any proposed resolutions.
- (e) Unless otherwise instructed, a proxy may vote as he thinks fit.
- (f) No person shall be appointed a proxy who is not a Member (either a Full Member or Associate Member) and entitled to vote.
- (g) The appointing Member must resubscribe in writing on the proxy form to the relevant membership requirements as set out in either:
- (i) clause 6.2(b) of the Constitution for Associate Members; or
  - (ii) clause 6.3(b) of the Constitution for Full Members
- (h) The instrument appointing a proxy shall be given to the Chairman of the meeting at which the person named in the instrument proposes to vote, before the appointed time for the meeting.

- (i) No Member may hold and vote in accordance with more than three (3) proxies.
- (j) A vote given in accordance with the terms of an instrument of proxy will be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, if no notice in writing of such death unsoundness of mind or revocation as aforesaid has been received by the Association at the registered office by 5pm on the day before the commencement of the meeting or adjourned meeting at which the instrument is used.

#### **9.18 Validity of vote in certain circumstances**

Unless the Association has received written notice of the matter before the start or resumption of the meeting at which a person votes as a proxy, a vote cast by that person is valid even if, before the person votes:

- (a) the appointing Member dies; or
- (b) the Member revokes the appointment or authority.

#### **9.19 Objection to voting qualification**

- (a) An objection to the right of a person to attend or vote at the meeting or adjourned meeting:
  - (i) may not be raised except at that meeting or adjourned meeting; and
  - (ii) must be referred to the chairman of the meeting, whose decision is final.
- (b) A vote not disallowed under the objection is valid for all purposes.

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## **10 Directors**

### **10.1 Number of Directors**

- (a) The minimum number of Directors will be three (3) or such greater number as may be determined from time to time by the Members, subject to that number

complying with the Corporations Act. In the absence of any such determination, the number of Directors shall be nine (9).

- (b) The Directors shall elect other officers of the Association as they determine appropriate, in their absolute discretion, with such frequency as the Directors from time to time determine.
- (c) The Directors of the Association shall be Full Members of the Association and shall comprise the following:
  - (i) President;
  - (ii) Vice-President;
  - (iii) Treasurer;
  - (iv) Secretary; and
  - (v) Not more than five (5) other Members.
- (d) The number and duties of the officers of the Association shall be determined as corporate policy by the Board from time to time and each officer must adhere to the relevant corporate policy or policies.
- (e) The Directors will have power at any time, and from time to time, to appoint any Full Member as a Director of the Association either to fill a casual vacancy or as an addition to the existing Directors so that the total number of Directors must not at any time exceed the number fixed in accordance with this Constitution. Any Director so appointed must have first reaffirmed in writing their subscription to the matters set out in clause 6.3(b)
- (f) The Members may by Ordinary resolution remove any Director before the expiration of that Director's period of office, and may by an Ordinary resolution appoint another person in the place of that Director.

## 10.2 Change of number of directors

The Association in general meeting may by resolution increase or reduce the number of Directors and may also determine the rotation in which the increased or reduced number of Directors is to retire from office.

### **10.3 Directors elected at general meeting**

- (a) The Association may, at a general meeting at which a Director retires or otherwise vacates office, by resolution fill the vacated office by electing a person to that office.
- (b) The resolution may specify the period during which the Director is to hold office and if it does so specify the Director will cease to hold office at the expiration of that period but will be eligible for reappointment.
- (c) If the Members' resolution does not specify the term of the Director's appointment, the Director will hold office in accordance with clause 10.5.

### **10.4 Requirements of Directors**

- (a) A Director must have the suitable qualifications, skills and experience to discharge the function of a Director as determined by the Board from time to time.
- (b) A Director must be a Full Member of the Association.
- (c) A Director may not be:
  - (i) an employee of the Association;
  - (ii) the spouse of an employee of the Association who is employed as an executive member of staff;
  - (iii) the spouse of an employee of the Association who is employed in a role specified by the Board from time to time.

### **10.5 Rotation of Directors**

- (a) At each annual general meeting one-half (1/2) (rounded up to the closest whole number if not a whole number) of those Directors who have been in office for

three (3) years or until the second annual general meeting following such Directors' appointment (whichever is the longer) shall retire, but shall be eligible for re-appointment.

- (b) In determining the number of Directors to retire, account is not to be taken of a Director who only holds office until the conclusion of the meeting in accordance with clause 10.7.
- (c) The Directors to retire at any annual general meeting in accordance with this clause 10.5 must be those who have been longest in office since their last election, but, as between persons who were last elected as Directors on the same day, those to retire must be determined by lot, unless they otherwise agree among themselves. Any Director retiring under Clause 10.8(c) shall not be taken into account in determining the number of Directors to retire by rotation or which Directors shall retire by rotation.
- (d) If, at any annual general meeting at which an election of Directors ought to take place, the places of the retiring Directors are not filled up, the Members may authorize retiring Directors, or such of them as have not had their places filled up, to (if willing) continue in office until the Annual General Meeting in the next year and so on from year to year until their places are filled up, unless the Board decides to reduce the number of Directors.

#### **10.6 Nominations of candidates for election as Director**

- (a) Nomination for election as a Director shall be:
  - (i) made in writing and signed by a Member (other than the nominee) and accompanied by the written consent of the nominee; and
  - (ii) shall be given to the Secretary at least seventy two (72) hours before the appointed time for the meeting at which the election is to take place.

- (b) The notice referred to in clause 10.6 (a) must include a written confirmation by the candidate that the candidate still meets all requirements for membership as a Full Member as set out in clause 6.3:
- (c) Elections shall be conducted by preferential secret ballot during the meeting.
- (d) In the event that the number of Director positions to be filled exceeds the number of candidates presented for election, a candidate must still receive a majority of votes cast in favour of his election in order to be elected.

#### **10.7 Office held until conclusion of meeting**

A retiring Director holds office until the conclusion of the meeting at which that Director retires but is eligible for re-election.

#### **10.8 Casual vacancy or additional Director**

- (a) The Directors may at any time appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, provided the total number of Directors does not exceed the maximum number determined in accordance with clause 10.1(a) and (c).
- (b) In the event of a vacancy or vacancies in the office of a Director or offices of Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum or of convening a meeting of the Association's Members for that purpose.
- (c) A Director appointed under this clause 10.8 holds office until the conclusion of the next annual general meeting of the Association but is eligible for election at that meeting and shall not then be taken into account in determining the number of Directors who are to retire by rotation at such meeting.

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**11 Remuneration of Directors**

Directors may not be paid any remuneration for their services as Directors.

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**12 Expenses of Directors**

A Director is entitled to be reimbursed out of the funds of the Association for such reasonable travelling, accommodation and other expenses as the Director may incur when travelling to or from meetings of the Directors or a Committee or when otherwise engaged on the business of the Association. Any payment to a Director must be approved by the Directors.

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**13 Vacation of office of Director**

In addition to the circumstances in which the office of a Director becomes vacant under the Corporations Act, the office of a Director becomes vacant if the Director:

- (a) ceases to be a Full Member;
- (b) becomes a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (c) resigns from the office by notice in writing to the Association;
- (d) becomes insolvent or bankrupt, compounds with his creditors, or assigns his estate for the benefit of his creditors;
- (e) is absent personally or by proxy or Alternate Director at three (3) successive meetings of the Directors without leave of absence from the Directors; or
- (f) becomes prohibited, disqualified or removed from being a Director by reason of any order of any court of competent jurisdiction or regulator.

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**14 Powers and duties of Directors****14.1 Directors to manage the Association**

- (a) The Directors are to manage the business of the Association and may exercise all the powers of the Association that are not, by the Corporations Act or by this Constitution, required to be exercised by the Association in general meeting.
- (b) The Directors will cause the Association to be conducted in accordance with the Objects and Principles, and shall use their best endeavours to ensure that the Educational Creed is honoured in the conduct of the Association.

**14.2 Specific powers of Directors**

Without limiting the generality of clause 14.1, and subject to any trusts relating to the assets of the Association, the Directors may exercise all the powers of the Association to borrow or raise money, to charge any property or business of the Association, and to give any security for a debt, liability or obligation of the Association or of any other person.

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**15 Rules**

Subject to this Constitution, the Directors may from time to time by resolution make and rescind or alter Rules which are binding on Members for the management and conduct of the business of the Association.

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**16 Appointment of attorney**

- (a) The Directors may, by power of attorney, appoint any person to be the attorney of the Association for the purposes and with the powers, authorities and discretions held by the Directors for the period and subject to the conditions that they think fit.
- (b) A power of attorney granted under clause 16 may contain any provisions for the protection and convenience of persons dealing with the attorney that the Directors think fit and may also authorise the attorney to delegate (including by

way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

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## **17 Conflicts of interest**

### **17.1 Disclosure of conflict of interest**

A Director must disclose the nature and extent of any actual or perceived material conflict of interest in a matter that is being considered at a meeting of Directors (or that is proposed in a circular resolution):

- (a) to the Directors; or
- (b) if all of the Directors have the same conflict of interest, to the Members at the next General Meeting, or at an earlier time if reasonable to do so.

### **17.2 Disclosure recorded in minutes**

The disclosure of a conflict of interest by a Director under clause 17.1 must be recorded in the minutes of the meeting.

### **17.3 Material personal interest**

Each Director who has a material personal interest in a matter that is being considered at a meeting of the Directors (or that is proposed in a circular resolution) must not, except as provided under clause 17.4:

- (b) be present at the meeting while the matter is being discussed; or
- (c) vote on the matter.

### **17.4 Present and voting**

A Director with a material personal interest in a matter may still be present and vote if:

- (a) their interest arises because they are a Member of the Association and the other Members have the same interest;
- (b) their interest relates to an insurance contract that insures, or would insure, the Director against liabilities that the Director incurs as a Director of the Association (see clause 37);

- (c) their interest relates to a payment by the Association under clause 36, or any contract relating to an indemnity that is allowed under the Corporations Act;
- (d) ASIC makes an order allowing the Director to vote on the matter; or
- (e) the Directors who do not have material personal interest in the matter pass a resolution that:
  - (i) identifies the Director, the nature and extent of the Director's interest in the matter and how it related to the affairs of the Association; and
  - (ii) says that those Directors are satisfied that the interest should not stop the Director from voting or being present.

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**18 Directors' committees**

- (a) The Directors may delegate any of their powers, other than powers required by law to be dealt with by Directors as a board, to a committee or committees consisting of such one or more of their number, and any other persons, as they think fit, provided that such other persons (if any) meet the requirements for Full Membership set out in clause 6.3(b).
- (b) A committee to which any powers have been delegated under clause 17 must exercise those powers in accordance with any directions of the Directors. A power so exercised is taken to have been exercised by the Directors.
- (c) Any Directors' committee, in the exercise of the powers delegated to it, shall:
  - (i) conform to any regulations that may be imposed on it by the Directors; and
  - (ii) report any exercise of a delegated power to the next meeting of Directors for ratification.

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**19 Powers of delegation**

The powers of delegation expressly or impliedly conferred by this Constitution on the Directors are conferred in substitution for, and to the exclusion of, the power conferred by Section 198D of the Corporations Act.

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## **20 Proceedings of Directors**

### **20.1 Directors' meetings**

- (a) The Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.
- (b) A Director may at any time, and the Secretary must on the written request of a Director, convene a meeting of the Directors.

### **20.2 Questions decided by majority**

A question arising at a meeting of Directors is to be decided by a majority of votes of Directors present and entitled to vote, and that decision is for all purposes a decision of the Directors.

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## **21 President, Vice-President, Chairman and Deputy Chairman**

### **21.1 Election of President and Chairman**

- (a) The Directors may elect from their number a President and a Vice- President and may also determine the period for which the persons elected as President and Vice- President are to hold office.
- (b) The Directors shall also elect a Chairman and Deputy Chairman for meetings of the Board and may also determine the period for which the persons elected as Chairman and Deputy Chairman are to hold office.
- (c) A Director may act as both President or Vice-president and Chairman or Deputy Chairman.

### **21.2 Absence of chairman at Directors' meeting**

If a Directors' meeting is held and:

- (a) a Chairman has not been elected under clause 21.1; or
- (b) the Chairman is not present within ten (10) minutes after the time appointed for the holding of the meeting or is unable or unwilling to act:

then the Deputy Chairman, if elected under clause 21.1, must be the chairman of the meeting or, if the Deputy Chairman is not present, the Directors present must elect one of their number to be a chairman of the meeting.

### **21.3 No casting vote for chairman at Directors' meetings**

In the event of an equality of votes cast for and against a question, the chairman of the Directors' meeting does not have a second or casting vote.

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## **22 Quorum for Directors' meeting**

22.1 At a meeting of Directors, the number of Directors whose presence in person is necessary to constitute a quorum shall be:

- (a) three (3); or
- (b) one half (1/2) of the Directors holding office, or if there is an odd number of Directors, then the majority of Directors holding office,

whichever is the greater.

22.2 The continuing Directors may act despite a vacancy in their number. If their number is reduced below the minimum fixed by clause 10.1(a), the continuing Directors may, except in an emergency, act only for the purpose of filling vacancies to the extent necessary to bring their number up to that minimum or to convene a general meeting.

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## **23 Chairman of Directors' committee**

23.1 The members of a Directors' committee may elect one (1) of their number as chairman of their meetings.

23.2 If a meeting of a Directors' committee is held and:

- (a) a chairman has not been elected; or
- (b) the chairman is not present within ten (10) minutes after the time appointed for the holding of the meeting or is unable or unwilling to act:

then the members involved may elect one (1) of their number to be chairman of the meeting.

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## **24 Meetings of Director's committee**

### **24.1 Adjourning a meeting**

A Directors' committee may meet and adjourn as it thinks proper.

### **24.2 Determination of questions**

- (a) Questions arising at a meeting of a Directors' committee are to be determined by a majority of votes of the members present and voting.
- (b) In the event of an equality of votes, the chairman of the meeting does not have a casting vote.

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## **25 Circulating resolutions**

The Directors may pass a resolution without a Directors' meeting being held if all of the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy. The resolution is passed when the last Director signs.

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## **26 Validity of acts of Directors**

All acts done at a meeting of the Directors or of a committee of Directors, or by a person acting as a Director, even if it is afterwards discovered that:

- (a) there was a defect in the appointment or continuance in office of a person as a Director or of the person so acting; or
- (b) a person acting as a Director was disqualified or was not entitled to vote:

are as valid as if the relevant person had been duly appointed or had duly continued in office and was qualified and entitled to vote.

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**27 Secretary**

**27.1 Appointment of Secretary**

There must be at least one (1) Secretary who is to be appointed by the Directors.

**27.2 Suspension and removal of Secretary**

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

**27.3 Powers, duties and authorities of Secretary**

A Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, as determined by the Directors. The exercise of those powers and authorities and the performance of those duties by a Secretary are subject at all times to the control of the Directors.

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**28 Staff of institutions established by Association**

**28.1 Principal/principal officer**

The Principal of Covenant Christian School (and the principal officer of any other educational institution established by the Association) shall:

- (a) be appointed by the Directors; and
- (b) not be a Director but shall have the right to attend all meetings of Directors and Directors' committees; and
- (c) perform the duties of Chief Executive Officer of that school or other educational institution; and
- (d) fulfil all other requirements for staff as set out in clause 27.2.

## 28.2 Other staff members

In order to fulfil the Objects and Principles of the Association, all staff, whether teaching, administrative or other auxiliary staff, should be selected on the basis that they will be examples and models of Christian maturity and godliness, working "as for the Lord" in "whatever they do" (Colossians 3:23). Such maturity and godliness should be a characteristic not just of their work, but also of their personal lives.

Staff should not be employed if there is evidence that there exist significant unrepentant failures in living according to biblical principles, including drunkenness, sexual immorality, homosexual practices, idolatry, dishonesty, greed, or violence.

Prior to their appointment to any position at Covenant Christian School (or in the event that other educational institution(s) is or are established by the Association, prior to their appointment to any position in that other educational institution) all prospective staff members (whether teaching staff or otherwise) shall confirm in writing (in a form prescribed by the Directors from time to time) that they:

- (a) are confessing Christians; and:
- (b) subscribe fully to all of the following:
  - (i) the Objects of the Association as set out in clause 2:
  - (ii) the Principles and Covenants of the Association as set out in Schedule 1and
- (c) have read and understood:
  - (i) at least one (1) of the three (3) doctrinal statements set out in clause 2(a)(i), 2(a)(ii) and 2(a)(iii); and
  - (ii) the Educational Creed in Schedule 2.and
- (d) possess beliefs which are consistent with:
  - (i) the Educational Creed; and

- (ii) the matters of doctrine held in common by all three (3) doctrinal statements set out in clause 2(a)(i), 2(a)(ii) and 2(a)(iii);

and

- (e) agree to carry out their duties in a manner that is consistent with the Educational Creed and not inconsistent with any part of the three (3) doctrinal statements set out in clause 2(a)(i), 2(a)(ii) and 2(a)(iii); and
- (f) are in active fellowship in a church, the teachings of which are not inconsistent with the Educational Creed; and
- (g) are committed to being scripturally sound in their teaching; and
- (h) are committed to leading an exemplary Christian life, including modelling the pursuit of the highest possible academic standards consistent with God-given abilities and God's Kingdom priorities.

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## 29 Eligibility criteria for enrolment

The Directors shall (from time to time) determine the eligibility criteria for enrolment of students at Covenant Christian School (or, if the Association establishes other educational institution(s) at those other educational institution(s)).

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## 30 Dispute resolution

### 30.1 Handling a dispute

Where there is a dispute, grievance or other disagreement between a Member and the Association, whether arising out of the application of these rules or otherwise (**Dispute**), then either must, prior to the commencement of any proceedings in a Court or Tribunal or before any authority or board, notify the other in writing of the nature of the Dispute, and the following must occur:

- (a) The Member and the Association must in the period fourteen (14) days from the service of the notice of the Dispute (**Initial Period**) use their best endeavours to resolve the Dispute.

- (b) If the Association and the Member are unable to resolve the Dispute within the Initial Period, then the Dispute must be referred for mediation to a mediator agreed by the Member and the Association.
- (c) If the disputants are unable to agree on a mediator within seven (7) days of the Initial Period, the Member or the Association may request the National Director of Peacewise Ltd to nominate a mediator to whom the dispute will be referred.
- (d) The costs of the mediation will be shared equally between the Member and the Association.
- (e) Where:
  - (i) the party receiving the notice of the Dispute fails to attend the mediation required by clause 30.1(b); or
  - (ii) the mediation has not occurred within six (6) weeks of the date of the notice of the Dispute; or
  - (iii) the mediation fails to resolve the Dispute:

then the party serving the notice of Dispute will be entitled to commence any proceedings in a Court or Tribunal or before any authority or board in respect of the Dispute.
- (f) The procedure in this clause will not apply in respect of proceedings for urgent or interlocutory relief.

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**31 Documents**

Documents executed for and on behalf of the Association must be executed by:

- (a) two (2) Directors;
- (b) one (1) Director and the Secretary; or
- (c) such other persons as the Directors by resolution appoint from time to time.

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**32 Accounts**

- (a) The Directors must cause proper financial records to be kept and, if required by a law, regulation or guideline applicable to the Association, or otherwise considered by the Directors to be appropriate, cause the accounts of the Association to be audited or reviewed accordingly.
- (b) The Directors must distribute to the Members copies of the annual financial reports of the Association accompanied by a copy of the report of the auditor or reviewer (as required) and report of Directors in accordance with the requirements of a relevant law, regulation or guideline..

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**33 Common seal****33.1 Safe custody of common seal**

The Directors must provide for the safe custody of any common seal of the Association.

**33.2 Use of common seal**

If the Association has a common seal or duplicate common seal:

- (a) it may be used only by the authority of the Directors, or of a Committee authorised by the Directors to authorise its use; and
- (b) every document to which it is affixed must be signed by a Director and be countersigned by another Director, a Secretary or another person appointed by the Directors to countersign that document or a class of documents in which that document is included.

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**34 Inspection of records****34.1 Inspection by Members**

Subject to the Corporations Act, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the accounting

records and other documents of the Association or any of them will be open to inspection by the Members (other than Directors).

### **34.2 Right of Member to inspect**

A Member (other than a Director) does not have the right to inspect any document of the Association except as provided by law or authorised by the Directors or by the Association in general meeting.

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## **35 Service of documents**

### **35.1 Document includes notice**

In this clause 35, a reference to a document includes a notice.

### **35.2 Methods of service**

- (a) The Association may give a document to a Member:
  - (i) personally;
  - (ii) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member; or
  - (iii) by sending it to a fax number or electronic address nominated by the Member.
- (b) A document sent by post:
  - (i) if sent to an address in Australia, may be sent by ordinary post; and
  - (ii) if sent to an address outside Australia, must be sent by airmail; and
  - (iii) in either case is taken to have been received on the day after the date of its posting.
- (c) If a document is sent by fax or electronic transmission, delivery of the document is taken:

- (i) to be effected by properly addressing and transmitting the fax or electronic transmission; and
- (ii) to have been delivered on the day following its transmission.

### **35.3 Evidence of service**

A certificate in writing signed by a Director or a Secretary stating that a document was sent to a Member by post or by fax or electronic transmission on a particular date is prima facie evidence that the document was so sent on that date.

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## **36 Indemnity**

The Association may indemnify any current or former Director, Secretary or executive officer of the Association or of a Related Body Corporate of the Association out of the property of the Association against:

- (a) every liability incurred by the person in that capacity (except a liability for legal costs); and
- (b) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity;

except to the extent that:

- (c) the Association is forbidden by statute to indemnify the person against the liability for legal costs; or
- (d) an indemnity by the Association of the person against the liability for legal costs would, if given, be made void by statute.

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## **37 Insurance**

The Association may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director or

Secretary or executive officer of the Association or of a Related Body Corporate of the Association against liability incurred by the person in that capacity, including a liability for legal costs, unless:

- (a) the Association is forbidden by statute to pay or agree to pay the premium; or
- (b) the contract would, if the Association paid the premium, be made void by statute.

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**38 Directors' liability insurance**

To the extent permitted by the Corporations Act, the Association may pay or agree to pay a premium in respect of a contract insuring a person who is or has been a Director of the Association against costs and expenses incurred by the person as a director in defending proceedings (whether civil or criminal, and whatever their outcome) provided that the liability does not arise out of conduct involving:

- (a) a wilful breach of duty in relation to the Association; or
- (b) a contravention of Subsections 232(5) or (6) or any other provision of the Corporations Act.

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**39 Contract**

The Association may enter into an agreement with a person referred to in clauses 36, 37 and 38 with respect to the matters covered by these clauses. An agreement entered into pursuant to this clause may include provisions relating to rights of access to the books of the Association conferred by the Corporations Act or otherwise by law.

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**40 Amendments to Constitution**

40.1 Subject to:

- (a) compliance with clause 40.3; and
- (b) a quorum of Members being present as required by clause 9.2:

the Constitution may be amended by way of a vote by Full Members as set out in clause 40.2.

40.2 A resolution for an amendment to the Constitution will be passed if:

- (a) in the case of a proposed amendment to clause 2, 40.2(a), or Schedule 1 or Schedule 2, the resolution is supported by at least 100% majority of the Full Members; or
- (b) in the case of any other proposed amendment, the resolution is supported by at least a 75% majority of the Full Members

present and voting at the general meeting at which the resolution for amendment to the Constitution is put.

40.3 Proposed amendments to this Constitution must be received by the Directors for their consideration at least two (2) months prior to the general meeting being held one of the purposes of which is to put the resolution for amendment to the Constitution, unless a shorter period of notice is consented to by all Directors.

40.4 Associate Members are not entitled to vote on amendments to the Constitution except as laid out in clause 6.2(c)(ii).

## **PRINCIPLES AND COVENANTS**

The objects of the Association are based on the following Principles and Covenants, which are binding on all Members of the Association:

1. The Association is not a church body nor is it subject to any denominational organisation, but the conduct, operation and management of the Association shall be based upon the objects of the Association as set out in Clause 2 of the Constitution.
2. That all things have been created to the end that the Triune God may be glorified in and through them.
3. That God by His wise covenant has appointed the parents to be responsible for the education of the child to the end that God and His glory shall be central and supreme in life's total experience.
4. That the education of the child shall be continued under the parent's responsible supervision in a school or schools which carries out the basic God-honouring, God-centred programme begun in the home.

## EDUCATIONAL CREED

### 1. Our Common Faith

- a) As a community united in Christ for the education of youth WE CONFESS with the Church universal that there is one God, eternal and indivisible in whom are three Persons, Father, Son and Holy Spirit, which three Persons are really, truly and eternally distinct, each one truly God, yet without in any way destroying the unity of the one and only God, who is one and not three;
- b) That this one God is the Creator of all things, visible and invisible;
- c) That man was created in the image of God with dominion over the creation;
- d) That man sinned by disobeying the express command of God, so repudiating his Creator and bringing God's wrath and curse on himself and on the whole creation over which he rules;
- e) That by the curse of sin justly imposed every man is cut off from communion with God and is dead in sin, wholly corrupt throughout the whole man, and utterly indisposed, disabled, and made opposite to all good and wholly inclined to all evil;
- f) But God in His love for the world, sent His only Son, Jesus Christ Our Lord, to be born of the Virgin Mary, being conceived by the Holy Spirit, to live and suffer on this earth as a man under the curse of sin, to endure the fullness of God's curse on sin in His death on the cross as a ransom for many, laying down His life for the sheep so that all who believe in Him should receive without regards to their works or merit, full and free pardon, the riches of God's favour as His sons and heirs, and eternal life in Christ, being renewed by the Holy Spirit in Christ's likeness;

- g) That the Lord Jesus Christ, having died for our sins, rose again the third day by the power of God, ascended to Heaven and is now seated at the right hand of God the Father Almighty who has put all things in subjection under His feet, appointing Him to be Head of all things to the Church, which is His Body;
- h) That, at the time appointed by God and known to no man, this very same Jesus shall come the second time in power and great glory to judge all men, living and dead, and, having destroyed this present world, to establish the new heavens and new earth in which righteousness has permanent home;
- i) That when the Lord Jesus comes again all the dead shall be raised bodily, those who, by faith, have done well, to eternal life, and those who, through unbelief, have done evil, to eternal condemnation;
- j) That the risen Christ has sent the Holy Spirit into the world that by Him redemption might be effectually applied, the divine purpose of salvation accomplished, and the Church equipped for its mission on earth;
- k) That the redemption activity and gracious favour of God, Father, Son and Holy Spirit, is essential for the fulfilment of man's life.

## **2. The Word of God**

- a) WE CONFESS that the Scripture of the Old and New Testaments, acknowledged in the confessions of the Reformation, is, in all things, our supreme standard by which all we do is to be judged;
- b) That this Scripture, written by men moved by the Holy Spirit, is itself God's Word written, God himself being the author;
- c) That scripture is the integral divine Word by which God, through His Spirit, draws us to and enlightens us in the truth, which is Christ Jesus our Lord, the eternal Word of God;

- d) That the same eternal Word who reveals himself in scripture reveals himself in all that He has created so that the revelation of God is one;
- e) That scripture is indispensable and determinative for our knowledge of God, of ourselves, and of the rest of creation, and also for the whole educational task.

### **3. Man's Life**

- a) WE CONFESS that man, as God's image-bearer, is given dominion over the creation to rule it, manage it, and develop it for God, who is King over Kings and Lord over Lords;
- b) That man's life is fulfilled in a life of free, willing submission to God; a life lived in harmony with the law of God for His creation made known in the integral revelation of the Word of God;
- c) That, being now fallen into sin, man can attain this fulfilment only through renewal by the Holy Spirit after the image of his Creator;
- d) That for man to attempt anything at all in independence of God or in ignorance of God's revelation is inherently destructive of man and of the creation over which he is given dominion;
- e) That it is man's glory, as God's image-bearer to do everything so that the glory of God is revealed in his doing;
- f) That the development of the child as the image-bearer of God is a central concern of the educational task.

### **4. Sin and Education**

- a) WE CONFESS that human life in its entirety is religion, unfolding itself as service of the one true God or of a God-substitute;

- b) That in sin man has repudiated God in favour of God-substitutes with the result that he is cut off from the knowledge of God, of himself, and of the meaning of the creation, so that the light that he supposes he has is darkness and his wisdom is folly;
- c) That, apart from the man Christ Jesus, no man is exempted from this falsifying of knowledge through sin, but all alike grope in darkness, being blinded to the meaning of life, of the world, and of man himself;
- d) That no area of human knowledge is free of this sinful falsifying;
- e) That true education is possible only where the fear of God is re-established by God's grace in the heart of man as the indispensable foundation of all wisdom and knowledge.

#### **5. Redemption in Christ**

- a) WE CONFESS that God in Christ by the Cross has restored the whole creation to harmony with himself, making all things new in Christ;
- b) That, although the fulfilment of this restoration awaits the future revelation of Christ in glory, yet in principle, by the present work of the Holy Spirit in the world, it is a present reality to be reckoned with in faith in every area of life;
- c) That Christ in His redemption, by His Holy Spirit, is creating a new regenerated humanity bound in covenant community to Christ as Head;
- d) That this covenant community is God's appointed means, through the power of the Holy Spirit within the community, for communicating the redemption of Christ to the world;
- e) That, although, by the grace of God, men who reject the Word of God as the ordering principle of life provide many valuable insights into the common structure of reality, yet the religious direction of their thought remains radically opposed to that of the

covenant community in Christ, so that there can be no possibility of a synthesis of their systems of thought with the scripturally directed thought which Christ's covenant community is called to pursue.

## 6. Man's Task

- a) WE CONFESS that the whole cosmos is the creation of God remaining under His government, upheld by His power, and existing for His glory;
- b) That the cosmos is neither chaotic nor meaningless, but ordered and pregnant with meaning by the creative act of God, graciously preserved and sustained by Him in spite of the disruptive effects of man's sin, and subject to the law of the Creator in all things;
- c) That it is man's task to unfold the meaning that God, the Creator, has given to the creation;
- d) That man can fulfil his task only as, dependent on the Holy Spirit, he functions in subjection to the law by which God orders the creation;
- e) That the law of the Creator ensures a rich diversity within the unbreakable unity of the cosmos;
- f) That the whole creation finds its coherence and meaning in Christ who is the First and the Last, the Beginning and the End of the creation of God;
- g) That true education is the unfolding to the child of the creation in harmony with the order and meaning it has in Christ so that the child may be prepared and equipped for his office and calling in this world as God's image-bearer and steward.

## **7. The Special Task of the School**

- a) WE CONFESS that the covenant community redeemed in Christ expresses itself in the field of education in the school where Christ is confessed as Head of the educational task in harmony with Scripture;
- b) That the school is only one of several ways in which the covenant community expresses itself in this temporal world, each one displaying in a distinctive manner the rich fullness of Christ's redemption;
- c) That it is the special task of the school to open out to the child the meaning and structure of the creation under the guidance of the Word of God as part of the equipment of the child for his calling in life in subjection to Christ as King;
- d) That the school, under Christ and by His Holy Spirit, is to advance the reign of Christ on earth in the field of education so that His Kingdom may come to expression here and now, though with much imperfection and weakness, and so that our Lord may find us busy in His garden when He comes in glory.

## **8. The School Community**

- a) WE CONFESS that parents united in Christ for the educational task, together with their children and with teachers and others who share with them a common confession of faith constitute a school community which is not in subjection to church, state or any other societal structure but to Christ alone who only rules as King over all;
- b) That, as it expects respect for its own sovereignty under Christ, so the school is bound to respect and uphold the sovereignty of family, church, and state, as well as every other societal structure, each in its own sphere under Christ, and to encourage such respect in the child;
- c) That this respect for the sovereignty of the societal structures under Christ requires that the school direct all its efforts towards its own special task, refraining from

activities that infringe on the special tasks of the family, the church, that state, or any other societal structure;

- d) That, although parents have a primary responsibility for the education of the child, yet, as Christ has one body, and as believers are members together of that one Body, the task of the school is the responsibility of the whole Body of Christ;
- e) That within the school community the student is subject to the authority of the teacher, whose legitimate authority is to be upheld by the whole school community;
- f) That authority is never to be exercised or maintained for its own sake, but, in the school, is only to be used for the effective nurture of the child in harmony with the special task of the school and with an awareness that all authority is of God to whom all who exercise authority must give account.

CONFESSING CHRIST AS KING OF KINGS AND LORD OF LORDS, THE REDEEMER AND RENEWER OF ALL OUR LIFE, WE PURSUE THE EDUCATIONAL TASK TOGETHER WITH CONFIDENT HOPE AND HUMBLE RELIANCE ON GOD, WHO FOR JESUS' SAKE, SENDS HIS HOLY SPIRIT TO LEAD US INTO THE TRUTH, WHICH IS CHRIST, AND WITH GLAD SUBMISSION TO GOD'S WORD AS THE GUIDE OF ALL OUR ENDEAVOUR THAT IN ALL THINGS GOD MAY BE GLORIFIED THROUGH JESUS CHRIST, WHOSE IS THE GLORY AND THE DOMINION FOR EVER AND EVER.

APPOINTMENT OF PROXY

I \_\_\_\_\_

being a Full Member/Associate Member of the Covenant Christian School Association Limited (Association):

1. Reaffirm my adherence to the requirements for my membership of the Association as set out:  
in Clause 6.2(b) of the Constitution of the Association (*Associate Members*) \*  
in Clause 6.3(b) of the Constitution of the Association (*Full Members*) \*

and

2. hereby appoint \_\_\_\_\_

of \_\_\_\_\_

or, in his or her absence

\_\_\_\_\_

of \_\_\_\_\_

as my/our proxy to vote for me/us on my/our behalf at the meeting of the Association's members of the Association to be held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ and at any adjournment of that meeting.

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

SIGNED \_\_\_\_\_

NAME \_\_\_\_\_

DATED \_\_\_\_\_

# To be inserted if desired

\* Strike out whichever is not applicable