

Constitution

Eastern College Australia Limited

ABN 61 551 855 405

ACN 641 764 785

A company limited by guarantee



EASTERN
COLLEGE AUSTRALIA

Constitution of Eastern College Australia Limited

Preliminary	5
1. Defined terms & interpretation	5
Objects	6
2. Objects and purposes	6
Statement of Belief	8
3. Statement of Belief	8
Income and property of Company	11
4. Income and property of Company	11
5. Liability of Members	11
6. Winding Up	11
Membership	12
7. Admission	12
8. Register	13
9. Ceasing to be a Member	13
10. Disputes and mediation	14
11. Representatives	15
General Meetings	15
12. General Meetings	15
13. Special Business	16
14. Notice of General Meeting	16
15. Proceedings at General Meetings	17
Votes of Members	18
16. Voting rights	18
Directors	18
17. Number of Directors	18
18. Appointment of Directors	18

19.	Nomination of Director	19
20.	Term of office of Directors	19
21.	Vacation of office	19
	Powers and duties of Directors	20
22.	Directors to manage the Company	20
23.	Specific powers of Directors	20
24.	Delegation	20
	Resolutions, Remuneration and Interests of Directors	21
25.	Circular Resolutions of Directors	21
26.	Remuneration of Directors	21
27.	Conflicts of interest	21
	Proceedings of Directors	22
28.	Directors' meetings	22
29.	Questions decided by majority	22
30.	Chairperson	22
31.	Quorum for Directors' meeting	23
32.	Validity of acts of Directors	23
33.	Minutes and Registers	23
34.	Committees	23
	Service of documents	24
35.	Document includes notice	24
36.	Methods of service	24
37.	Evidence of service	24
	Management	25
38.	Executive Principal	25
39.	Cheques, Bills etc	25
40.	Common Seal	25
41.	Appointment of attorneys and agents	25

Audit and accounts	26
42. Accounts	26
43. Auditors	27
Inspection of records	27
44. Inspection of records	27
Indemnity	27
45. Indemnity	27
Amendment to Constitution	28
46. Amendment to Constitution	28

Preliminary

1. Defined terms & interpretation

1.1 In this Constitution unless the contrary intention appears:

Auditor means the Company's auditor.

Chairperson means the person appointed as Chairperson pursuant to clause 30.

Committee means any committee of the Directors established in accordance with clause 34.

Company means the company incorporated as **Eastern College Australia Limited**.

Constitution means the constitution of the Company as amended from time to time.

Corporations Act means the *Corporations Act 2001* (Cth) as modified or amended from time to time.

Deputy Chairperson means the person appointed as Deputy Chairperson pursuant to clause 30.3.

Director includes any person occupying the position of director of the Company.

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

Executive Principal means the Executive Principal of the College conducted by the Company.

Financial Year means a 12-month period ending on 31 December.

General Meeting means a meeting of Members to consider any motion brought before, or any business of, the Company.

Member means a member under clause 7.

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

Office means the Company's registered office.

Register means the register of Members of the Company.

Registered Address means the last known address of a Member as noted in the Register.

Representative means a person appointed as such under clause 11.

Seal means the Company's common seal (if any).

Secretary means any person appointed by the Directors to perform any of the duties of the Company Secretary specified in the Corporations Act.

Special Resolution takes the meaning given by Section 9 of the Corporations Act.

Statement of Belief means the statement of belief contained in clause 3.

1.2 In this Constitution, unless the contrary intention appears:

(a) the singular includes the plural and vice versa and words importing a gender include other genders;

(b) words importing natural persons include corporations;

- (c) words and expressions defined in the Corporations Act have the same meaning in this Constitution; and
 - (d) headings are for ease of reference only and do not affect the construction of this Constitution.
- 1.3 Unless the contrary intention appears in this Constitution, an expression in a clause of this Constitution has the same meaning as in a provision of the Corporations Act that deals with the same matter as the clause.
- 1.4 To the extent permitted by law, the replaceable rules in the Corporations Act do not apply to the Company.

Objects

2. Objects and purposes

- 2.1 The objects for which the Company is established are to be a non-profit institution to conduct a College, which is a multi-denominational education centre whose mission is to promote unity, revival, teaching and training for life, work and ministry for people of all churches and any nationality, and whose purpose is to be a witness to the majesty of Jesus Christ in the whole life (“the College”).
- 2.2 The purposes for which the College is conducted by the Company are:
- (a) To promote and provide opportunities for high quality Christian education through the development and teaching of courses, seminars, and other appropriate means;
 - (b) To educate and train men and women for effective Christian life, work and ministry by developing and teaching courses appropriate to the needs of the Christian church and of society in Australia and beyond; and
 - (c) To offer courses that are appropriate to the training needs of a wide spectrum of Christian people, ranging from courses in Christian basics to ministry training and other vocational courses.
- 2.3 Solely for the purpose of carrying out the objects and purposes stated above and not otherwise, the Company has the power to do all such other things as set out in this Constitution or the Corporations Act. In particular, the Company has the power to:
- (a) buy apply for acquire by lease licence exchange or hire give or accept options over let on lease license or hire sell exchange develop manage and/or otherwise deal with and/or any real or personal property of whatsoever nature and kind and wheresoever situate;
 - (b) sell and/or otherwise dispose of the whole or any part of the business and/or property of the Company either together or in portions and for such consideration and/or on such terms and conditions as the Company may think fit;
 - (c) improve manage develop work maintain sell lease underlet exchange surrender mortgage charge dispose of and/or otherwise deal with and/or turn to account all or any part of the real and/or personal property for the time being of the Company wheresoever situate;
 - (d) subscribe to, become a member or and cooperate with or amalgamate with any other association or organisation, whether incorporated or not, whose objects are similar to those of the Company PROVIDED that the Company shall not subscribe to or support with its funds or amalgamate with any association or organisation which does not prohibit

the distribution of its income and property among its member to an extent at least as great as that imposed on the Company under or by virtue of this Constitution;

- (e) buy, sell and deal in all kinds of apparatus and all kinds of provisions, liquid and solid, required by the members of the Company or persons frequenting the Company premises.
- (f) purchase, take on lease or in exchange, hire and otherwise acquire lands, buildings, easements or property, real and personal, and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Company PROVIDED that in case the Company shall take or hold any property which may be subject to any trusts the Company shall only deal with the same in such manner as is allowed by law having regard to such trusts.
- (g) enter into any arrangements with any Government or authority supreme, municipal, local or otherwise that may seem conducive to the Company's objects or any of them and to obtain from any such Government or authority any rights, privileges and concessions which the Company may think it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (h) appoint, employ, remove or suspend such educators, managers, clerks, secretaries, servants, workers and other persons as may be necessary or convenient for the purposes of the Company.
- (i) establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit employees or past employees of the Company or the dependants or connections of any such persons; and to grant pensions and allowances; and to make payments towards insurance; and to subscribe or guarantee money for charitable or benevolent objects, or for any public, general or useful object;
- (j) construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds works, or conveniences which may seem calculate directly or indirectly to advance the Company's interests, and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof.
- (k) invest and deal with the money of the Company not immediately required in such manner as may be permitted by law for the investment of trust funds;
- (l) borrow or raise or secure the payment of money in such manner as the Company may think fit and to secure the same or the repayment or performance of any debt liability contract guarantee or other engagement incurred or to be entered into by the Company in any way and in particular by the issue of debentures perpetual or otherwise charged upon all or any of the Company property (both present and future), and to purchase, redeem or pay off any such securities and no lender shall be concerned to enquire into the necessity for any such borrowing or as to the purpose for which it is required or as to the application of money borrowed;
- (m) make, draw, accept, endorse, discount, execute and issues promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.
- (n) sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or part of the property and rights of the Company;
- (o) take or hold mortgages, liens and charges to secure payment of the purchase price, or any unpaid balance of the purchase price, of any part of the Company's property of whatsoever kind sold by the Company or any money due to the Company from purchasers and others;

- (p) take any gift of property whether subject to any special trust or not, for any one or more of the objects of the Company but subject always to the proviso in paragraph (f) of this clause 2.3.
- (q) take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company in the shape of donations or otherwise.
- (r) print and publish any newspapers, periodicals, books or leaflets that the Company may think it desirable for the promotion of its purposes.
- (s) produce, purchase, use any films, video, radio and/or television material that the Company may think desirable for the promotion of its purposes.
- (t) purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate.
- (u) make donations for patriotic or charitable purposes.
- (v) give any guarantee or indemnity for the payment of money or the performance of any contractual obligation or undertaking and become surety or security for any person and without exception either alone or in association or jointly and severally with any persons and for the purpose of securing the payment of any money or the performance of any contractual obligation or undertaking for which the Company has become or may become liable under and by virtue of any guarantee indemnity or other contract pursuant to this paragraph, to mortgage or charge the whole or any part of the assets of the Company (in the present or the future) and no lender shall be concerned to enquire into the necessity for any such borrowing or as to the purpose for which it is required or as to the applicant of money borrowed.
- (w) do any other thing conducive to the objects and purposes of the Company.

Statement of Belief

3. Statement of Belief

3.1 The Statement of Belief of the Company is as follows:

(a) The Godhead - Trinity in Unity

There is one true God, existing eternally in three Persons, Father, Son and Holy Spirit. God is Creator and Preserver of all things, visible and invisible, infinite in power, wisdom and goodness.

(b) The Human Condition

People were created by God in His image, intended to enjoy fellowship with Him. Human nature, however, became corrupted by sin. Every human being is a sinner, separated from God. The universal sinfulness and guilt of human nature, as a consequence of the fall, bring everyone under God's wrath and judgment. No human being can be justified before God by works. There is only one means of salvation through Jesus Christ, by grace through faith, whereby human fellowship with God can be restored.

(c) God the Father

The First Person of the Godhead is God the Father. He is Father of the Lord Jesus Christ, and all who trust and receive Him by faith are born again by the Spirit, becoming members of His family. He is Spirit, to be worshipped in Spirit and in truth. He is omnipresent, omnipotent and omniscient, sovereign and unchanging. He is love, good, merciful, just and faithful. His love is shown supremely in that He gave His only Son, Jesus Christ, for the redemption of humankind.

(d) Jesus Christ the Son

Jesus Christ is the eternal Son of God. Existing before all things, through Him all things were created. For the salvation of human beings, He became one: Word made flesh, image of the invisible God, fully God and fully man.

He lived a sinless life, revealing God and His kingdom to humankind, was crucified and died, giving His life as an atoning sacrifice for all people. This offering provides full, perfect and sufficient redemption, propitiation and satisfaction for the sins of the whole world, both original and actual. No other sacrifice for sin is necessary or effectual.

He rose again bodily from the dead and was thus declared with power to be the Son of God. He ascended into heaven exalted to the highest place. Lord of all, with a name above all names and supreme over all creation, He will one day return, visibly in power and great glory, to gather those who have received Him by faith for eternal life. He will judge those who are not redeemed by faith in Him.

By his victory over death, He defeated the devil, overcoming death itself, and freeing all held in bondage through fear of death. He is victorious over and delivers from all the powers of darkness.

(e) The Holy Spirit

The Holy Spirit is co-equal and co-eternal with the Father and the Son, the Spirit of truth, sent by the Father and the Son to be with believers forever. He reveals the truth about Jesus, convicts of sin, righteousness and judgment, giving new birth to those who repent of their sins and believe in the Lord Jesus Christ. The Holy Spirit effects on-going spiritual changes in human lives, produces spiritual fruit in those who obey Him, and gives spiritual gifts for effective life and ministry. He is also the Spirit of mission, who leads and empowers believers to witness to Jesus Christ among people of all nations. His supreme task is to bring glory to Jesus.

(f) The Holy Scriptures

The Canonical Books of the Old and New Testament, as originally written, are Scripture, the infallible, inspired Word of God. They explain all that is necessary for salvation and are solely and absolutely authoritative in all matters of Christian faith, life and practice. They are to be accepted by faith. They are complete and must not be added to, subtracted from or changed because of tradition or supposed new revelation. Anything that is not in Scripture must not be believed as an article of faith or necessary for salvation. The Holy Scriptures are to be interpreted with regard to their content and purpose and in reverent obedience to the Holy Spirit as He reveals their true meaning.

(g) Salvation

Jesus Christ is the only Saviour. Salvation is by grace alone through faith alone in Christ alone. It is a totally unmerited gift of God. No one can earn it. The gospel of Jesus Christ is the power of God for the salvation of those who believe. This salvation is received by genuine repentance of sin and by faith in the Lord Jesus Christ. It sets a person free from the power, penalty and, ultimately, the presence of sin. It involves being born again by the

Holy Spirit, being adopted into the family of God, becoming a new creation, being counted righteous before God by faith, being rescued from the kingdom of darkness and brought into the Kingdom of the Son, being redeemed, regenerated and sanctified, and being blessed with every spiritual blessing in Christ. It sets a person free to obey God and live a holy and upright life for His purposes.

(h) The Devil

The devil is a real and powerful created spiritual being who usurped God's authority, sought to destroy Jesus and who seeks now to destroy all Christians, and defame Christ. He is the god of this world. The death and resurrection of Jesus Christ has stripped the devil of his power, but he continues his evil work, tempting, accusing and hindering the people of God, influencing individuals and world systems to reject the Gospel. At the final judgment, the devil and all evil spirits will be consigned to eternal torment. Christians are entitled to exercise the authority of Jesus Christ over the power of the devil.

(i) The Church

The Church is made up of all true Christians in all denominations throughout the world. It is the Body of which Christ is the Head. The Church exists to worship and serve God, and make disciples of Jesus Christ in every nation by proclamation of the gospel in word and deed. The Church functions through local congregations of believers who gather for worship, prayer, teaching, fellowship, celebrating the Lord's supper and mutual service. The members of the Church are to relate to one another in the love of the Lord, counting others before themselves. The Lord has given ministry gifts to his Church to prepare its members to serve Him and to build them up in unity to maturity.

(j) Return of Christ

God's redemptive purpose will be consummated by the return of Christ, at which time He will raise the dead, judge all people according to deeds done in the body, and establish his glorious kingdom. Those who have not received Salvation offered by Christ will be separated permanently from God's presence, but true followers of Christ will be raised to live with Him forever.

(k) The Sacraments

Jesus Christ ordained two sacraments, Baptism and the Lord's Supper (Holy Communion).

(l) Baptism

Baptism symbolises the identification of the believer with Christ in his death, burial and resurrection. It represents the burial of the old nature and the old way of life and the rising to new life in Christ through the power of the Holy Spirit. It indicates separation from the old life and entry into the new life. It symbolises the washing away of sins. While baptism is an integral part of Christian initiation, it is not essential to salvation.

(m) The Lord's Supper

The Lord's Supper is a sharing by believers of bread and wine in remembrance of Christ's death, presence, victory and promised return in power. It bears witness to the new covenant between God and humanity, established by the shedding of the blood of Jesus Christ, which brings forgiveness of sins and restores relationship with God.

(n) Christian Unity

Unity amongst believers is the will of God as testimony to the Lord Jesus Christ and evidence of the love of God. Followers of Christ are to have a Kingdom orientation, working together to proclaim the Kingdom of God and building one another up in love.

(o) The Fruit of the Spirit

The Holy Spirit changes human lives, producing the fruit listed in Galatians 5: love, joy, peace, patience, kindness, goodness, faithfulness, gentleness and self-control in the life of the believer. These develop increasingly, as the believer obeys the Lord, cooperates with the working of the Holy Spirit within and progresses towards Christian maturity.

(p) The Gifts of the Spirit

The grace gifts of the Spirit include, but are not restricted to, the supernatural gifts listed in 1 Corinthians 12: the word of wisdom and knowledge, faith, gifts of healing, miraculous powers, prophecy, distinguishing between spirits, different kinds of tongues and the interpretation of tongues: distributed by the Spirit as He wills. They are not earned or deserved and not essential for salvation. They are to be exercised in the church today in the context of Christian love for mutual spiritual growth and for the common good.

Income and property of Company

4. Income and property of Company

4.1 The income and property of the Company will only be applied towards the promotion of the objects and purposes of the Company set out in clause 2.

4.2 No income or property will be paid or transferred directly or indirectly to any Member of the Company except for payments to a Member:

- (a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company; or
- (b) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent.

5. Liability of Members

5.1 The liability of the Members of the Company is limited.

5.2 Every Member of the Company undertakes to contribute to the assets of the Company in the event the Company is wound up while he or she is a Member or within one (1) year afterwards for payment of the debts and liabilities to the Company contracted before the time at which he or she ceased to be a Member and the costs, charges and expenses of winding up and for an adjustment of the rights of contributories among themselves such amount as may be required, not exceeding Twenty Dollars (\$20.00).

6. Winding Up

6.1 If any surplus assets remain following the winding up of the Company, the surplus assets will not be paid to or distributed amongst Members, but will be given or transferred to another body corporate which, by its constitution, is:

- (a) required to pursue objects similar to the objects of the Company;

- (b) required to apply its profits (if any) or other income in promoting its objects; and
 - (c) prohibited from making any distribution to its members or paying fees to its directors, such corporation to be determined by the Members at or before the winding up.
- 6.2 Where the Company has been endorsed as a deductible gift recipient 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:
- (a) the Company is wound up;
 - (b) the fund or institution is wound up; or
 - (c) the endorsement under Subdivision 30-BA of the Income Tax Assessment Act is revoked;
- then any surplus assets of the Company, fund or institution (whichever is relevant) remaining after payment of all liabilities must be transferred to one or more funds or institutions that comply with clause 6.1 and are deductible gift recipients.
- 6.3 Where the Company operates more than one 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.

Membership

7. Admission

- 7.1 The number of Members is unlimited.
- 7.2 The Members of the Company are:
- (a) the persons who are the Members at the date of adoption of this Constitution; and
 - (b) any person admitted to membership in accordance with this clause 7.
- 7.3 Applications for membership of the Company must be made in writing and be signed by the applicant.
- 7.4 The Directors will consider each application for membership at the next Directors' meeting after the application is received.
- 7.5 In considering an application for membership, the Directors must not accept an application unless:
- (a) the applicant has given his her or its written undertaking to the effect that they:
 - (i) are in general agreement with the objects and purposes of the Company; and
 - (ii) will regularly attend General Meetings of the Company; and;
 - (b) the applicant has signed a statement accepting the Statement of Belief.
- 7.6 As soon as practicable following acceptance of an application for membership, the Secretary will send the applicant written notice of the acceptance. An applicant for membership becomes a Member upon such acceptance.
- 7.7 The rights and privileges of every Member are personal to each Member and are not transferable by the Member's own act or by operation of law.

8. Register

8.1 The Company must establish and maintain the Register. The Register must be kept by the Secretary and must contain:

- (a) for each current Member:
 - name;
 - address;
 - any alternative address nominated by the Member for the service of notice; and
 - date the Member was entered on to the Member Register.
- (b) for each person who stopped being a Member in the last seven (7) years:
 - name;
 - address;
 - any alternative address nominated by the Member for the service of notices; and
 - date the membership started and ended.

8.2 The Company must provide access to the Register in accordance with the Corporations Act.

9. Ceasing to be a Member

9.1 A Member's membership of the Company will cease:

- (a) if the Member gives the Secretary written notice of resignation, from the date of receipt of that notice by the Secretary;
- (b) If the Member shall die;
- (c) if the Member becomes of unsound mind or a person whose person or estate is liable to be dealt with in which case, his or her committee or trustee or such other person who properly has the management of his or her estate may not exercise any rights of the Member.
- (d) If the Member shall fail to attend four (4) consecutive General Meetings of the Company without first being granted leave of absence.
- (e) If the Member is personally interested in any contract or proposed contract with the Company of which the Member is aware and fails to declare the nature of the Member's interest as required by the Corporations Act.
- (f) if a liquidator is appointed in connection with the winding-up of the Member; or
- (g) in the case of the Executive Principal, if the Executive Principal ceases to hold that office; or
- (h) if an order is made by a Court for the winding-up or deregistration of the Member.

9.2 If any Member shall:

- (a) Wilfully refuse or neglect to comply with the provisions of this Constitution; or
- (b) Be guilty of any conduct which in the opinion of the Directors is unbecoming of the Member or prejudicial to the interests of the Company

the Directors may, by resolution, censure, suspend or expel any Member from the Membership of the Company PROVIDED THAT:-

- (c) Before suspending or expelling any Member it shall give notice in writing to that Member of its intention to do so stating reasons for such action;
- (d) It shall specify in such notice a time and place at which that Member may appear before the Directors to show cause why such Member should not be suspended or expelled with such time to be not less than fourteen (14) days from the date of the notice; and
- (e) The resolution of the Directors is passed by a majority of three quarters of the Directors present voting by secret ballot.

9.3 Any Member ceasing to be a Member will remain liable for and will pay to the Company any moneys which were due to the Company at the date of ceasing to be a Member.

10. Disputes and mediation

10.1 The grievance procedure set out in this clause applies to disputes under this Constitution between—

- (a) a Member and another Member; or
- (b) a Member and the Company.

10.2 The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all of the parties.

10.3 If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the parties must, within 10 days, hold a meeting in the presence of a mediator.

10.4 The mediator must be—

- (a) a person chosen by agreement between the parties; or
- (b) in the absence of agreement—
 - (i) in the case of a dispute between a Member and another Member, a person appointed by the Directors; or
 - (ii) in the case of a dispute between a Member and the Company, a person who is a mediator appointed or employed by the Institute of Arbitrators and Mediators Australia.

10.5 A Member of the Company can be a mediator.

10.6 The mediator cannot be a Member who is a party or related to a party to the dispute.

10.7 The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.

10.8 The mediator, in conducting the mediation, must—

- (a) give the parties to the mediation process every opportunity to be heard; and
- (b) allow due consideration by all parties of any written statement submitted by any party; and
- (c) ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.

- 10.9 The mediator must not determine the dispute.
- 10.10 If the mediation process does not result in the dispute being resolved, then either party will be entitled to commence any proceedings in a Court or Tribunal or before any authority or board in respect of the dispute.

11. Representatives

- 11.1 Any Member may by written notice to the Secretary:
- (a) appoint a natural person to act as its Representative in all matters connected with the Company as permitted by the Corporations Act; and
 - (b) remove a Representative.
- 11.2 A Representative is entitled to:
- (a) exercise at a general meeting all the powers which the Member which appointed him or her could exercise if it were a natural person;
 - (b) stand for election as an office bearer or Director; and
 - (c) be counted towards a quorum on the basis that the Member is to be considered personally present at a general meeting by its Representative.
- 11.3 A certificate executed in accordance with section 127 of the Corporations Act is rebuttable evidence of the appointment or of the removal of the appointment (as appropriate) of the Representative.
- 11.4 The chairperson of a general meeting may allow a Representative to vote on the condition that he or she subsequently establishes his or her status as a Representative within a period prescribed by and to the satisfaction of the chairperson of the general meeting.
- 11.5 The appointment of a Representative may set out restrictions on the Representative's powers.

General Meetings

12. General Meetings

- 12.1 Subject to the Corporations Act, a General Meeting must be held at least once in every calendar year and within the period of fifteen (15) months after the holding of the last preceding General Meeting at such time and place as may be determined by the Directors. This General Meeting will be called the Annual General Meeting and all other meetings of the Company will be called General Meetings.
- 12.2 The business of the Annual General Meeting may include any of the following, even if not referred to on the notice of meeting:
- (a) The consideration of the Annual Financial Report, Directors' Report and Auditors' Report or any other statement of income and expenditure and the balance sheet of the Company and report of the Board for the past year;
 - (b) The election of Directors;
 - (c) The appointment of the Auditor; and

(d) The fixing of the Auditor's remuneration.

- 12.3 The business of the Annual General Meeting may also include the consideration of any other business the Board or any Member using the procedure set out in clause 12.4 brings before the Annual General Meeting and any other business which may be lawfully transacted at the Annual General Meeting.
- 12.4 Any Member intending to bring any motion or business before an Annual General Meeting which does not relate to the ordinary business of the Company must give written notice of that Member's intention to the Board not less than 28 days before the day of the meeting.
- 12.5 No motion or business other than the motion or business brought before the Annual General Meeting by the Board will come before the Annual General Meeting unless the proper notice of the motion or business by the Member pursuant to clause 12.4 has been given.

13. Special Business

- 13.1 General Meetings may be called at any time by any Member who first files a written request with the Secretary. The notice shall specify the business to be discussed and include any resolutions to be introduced at the meeting. Additional items may be added to the agenda with the agreement of seventy-five percent (75%) of those attending. Such additional items may be reintroduced for consideration at the next regular meeting if written objection is provided to the Secretary by any Member not in attendance if such objection is provided to the Secretary within a period of fourteen (14) days after the sending of the minutes of such General Meeting.
- 13.2 All business shall be deemed special that is transacted at a General Meeting with the exception of the consideration of the accounts, balance-sheets and the report of the Directors and Auditors prescribed by the Act, the election of Directors and other officers in the place of those retiring by rotation and the fixing of the remuneration of the auditors.

14. Notice of General Meeting

- 14.1 Not less than 21 days' notice shall be given in respect of General Meetings and such notices shall be served according to the requirements of the Corporations Act, specifying the place, the day and the hour of meeting and in case of special business the general nature of that business shall be given in the manner prescribed by the Company in General Meeting, to such persons as are under the regulations of the Company entitled to receive such notices from the Company, whether a Special Resolution is to be proposed at the meeting, and the term of the resolution but with the consent of all the Members entitled to receive notice of some particular meeting that meeting may be convened by such shorter written notice and in such manner as those Members think fit.
- 14.2 A notice may be given by the Company to any Members either personally or by sending it by post to him or her to his or her registered address or to the address supplied by him or her to the Company for the giving of notices to him or her or by telex, facsimile transmission, e-mail, telephone or other method of written, audio or audio visual communication.
- 14.3 Any notice shall be deemed, in the absence of proof to the contrary, to have been received by the party to whom it was sent:-
- (a) In the case of hand delivery, upon the date of such delivery.
 - (b) In the case of prepaid post, on the second day next following the date of dispatch.
 - (c) In the case of facsimile transmissions, at the time of transmission, provided that, following the transmission, the sender receives the transmission confirmation report.

- (d) In the case of e-mail transmission, at the time the sender receives a return receipt or at the time the transmission is received by the recipient whichever is the earlier.
- 14.4 Unless in any such case it would be deemed to have been received on a day which is not a Business Day in the place where addressed, or after 5.00 p.m. on a Business Day, in which event it shall be deemed to have been received on the next Business Day.
- 14.5 The accidental omission to give notice of meeting to or the non-receipt of notice of a meeting by any Member shall not invalidate the proceedings at any meeting.

15. Proceedings at General Meetings

- 15.1 No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Unless otherwise provided, Members totalling one third of the total Membership of the Company personally present shall be a quorum.
- 15.2 If within thirty (30) minutes from the time appointed for the meeting a quorum is not present at the meeting, if convened upon the requisition of Members, the meeting shall be dissolved, in any other case it shall stand adjourned to the same day in the next week at the same time and place and if at the adjourned meeting a quorum is not present within thirty (30) minutes from the time appointed for the meeting, the Members present shall be a quorum.
- 15.3 The Chairperson, or in the Chairperson's absence the Deputy Chairperson, will be the chairperson at every General Meeting of the Company.
- 15.4 The Directors present may elect a chairperson of a General Meeting if:
- (a) there is no Chairperson or Deputy Chairperson; or
 - (b) neither the Chairperson nor Deputy Chairperson is present within 15 minutes after the time appointed for holding the General Meeting; or
 - (c) the Chairperson and Deputy Chairperson are unwilling to act as chairperson of the General Meeting.
- 15.5 If no election is made under clause 15.4, then:
- (a) the Members may elect one of the Directors present as chairperson of the General Meeting; or
 - (b) if no Director is present or is willing to take the chair, the Members may elect one of the Members present as chairperson of the General Meeting.
- 15.6 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 at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten (10) days or more at any one time notice of the adjourned meeting shall be given as in the case of an original meeting. Except as stated above it shall not be necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 15.7 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is requested by this Constitution or is (before or on the declaration of the result of the show of hands) demanded by at least one Member present in person or by proxy entitled to vote and unless a poll is so demanded or requested a declaration by the Chairperson that a resolution has on a show of hands been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book of proceedings of the Company shall be

conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.

- 15.8 A poll demanded on the election of the Chairperson or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken at such time as the Chairperson directs.
- 15.9 A resolution in writing signed by all the Members entitled to vote on the resolution and containing a statement that they are in favour of the resolution shall be as valid as if it had been passed at a duly convened meeting of Members. Such resolution may consist of several documents in identical form each signed by one or more Members.
- 15.10 The Members may meet together either in person or at two or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit.

Votes of Members

16. Voting rights

- 16.1 Every Member shall have one vote.
- 16.2 A resolution other than a Special Resolution signed by all the Members of the Company for the time being shall be as valid and as effectual as if it had been passed at a meeting of the Members duly called and constituted and the Members may sign separate copies of the resolution or document circulated for that purpose.
- 16.3 An objection may be raised to the qualification of a voter only at the meeting or adjourned meeting at which the vote objected to is given or tendered. Any such objection shall be referred to the Chairperson, whose decision is final. A vote not disallowed pursuant to such an objection is valid for all purposes.

Directors

17. Number of Directors

The number of Directors of the Company shall be at least eight (8), but no more than twelve (12) members of the Company.

18. Appointment of Directors

- 18.1 The initial Directors of the Company are the persons who have consented to act as directors and are set out in the Company's application for registration as a Company. Those persons hold office subject to the Constitution.
- 18.2 All Directors, other than the initial Directors, must be appointed by the Members by election at a General Meeting.

19. Nomination of Director

- 19.1 A person is not eligible for election as a Director at a General Meeting unless a written notice has been left at the Office:
- (a) stating
 - (i) that the Member nominates the person for election as a Director;
 - (ii) that the person consents to the nomination; and
 - (iii) if the nominated person is not already a Member, that the person consents to the requirements of membership set out at clause 7.5 of this Constitution; and
 - (b) signed by the proposing Member and the nominated person.
- 19.2 A notice given in accordance with clause 19.1 must be left at the Office at least 14 days before the relevant General Meeting.
- 19.3 A written notice referring to all Director vacancies and each candidate for election, must be sent to all Members at least seven days before every General Meeting at which an election of a Director will take place.

20. Term of office of Directors

- 20.1 Each Director shall hold office for three years from the conclusion of the Annual General Meeting in the year in which he or she was declared elected.
- 20.2 Should a Director wish to continue after his or her term, he or she will be required to stand for re-election at the end of each such term. To avoid all Directors retiring at the same time, the Directors will alternate retirement in such a way so that at least two directors retire at each annual general meeting (but may stand for re-election). For the sake of clarity, a Director may resign or be removed in any manner permitted by this Constitution at any time notwithstanding that the Director has not completed his or her term.

21. Vacation of office

- 21.1 The office of a Director immediately becomes vacant if the Director:
- (a) is prohibited by the Corporations Act or other legislation from holding office or continuing as a Director;
 - (b) becomes of unsound mind or a person whose person or estate is liable to be dealt with;
 - (c) resigns by notice in writing to the Company;
 - (d) is removed by a resolution of the Company in General Meeting;
 - (e) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the Corporations Act;
 - (f) Holds any office of profit under the Company (other than as provided by clause 26 of this Constitution);
 - (g) Becomes an insolvent under administration;
 - (h) Absents himself or herself without leave first obtained from four (4) consecutive meetings of the Directors;

- (i) If his or her office be declared vacant by Special Resolution of the Directors; or
 - (j) Dies.
- 21.2 A director shall not vote in respect of any contract or proposed contract in which he or she is interested or any matter arising thereout, and if he or she does so vote his or her vote shall not be counted.

Powers and duties of Directors

22. Directors to manage the Company

- 22.1 The Directors are to manage the business of the Company and may exercise all the powers of the Company that are not, by the Corporations Act or by this Constitution, required to be exercised by the Company in General Meeting.
- 22.2 The Directors shall use their best endeavours to ensure that the Statement of Belief is honoured in the conduct of the Company.
- 22.3 The directors shall not knowingly allow the property of the Company to be used by any group that fundamentally denies or is opposed to the Statement of Belief.

23. Specific powers of Directors

- 23.1 Without limiting the generality of clause 22, and subject to any trusts relating to the assets of the Company, the Directors may exercise all the powers of the Company to:
- (a) borrow or raise money;
 - (b) acquire real and personal property;
 - (c) charge any property or business of the Company; and
 - (d) give any security for a debt, liability or obligation of the Company or of any other person.

24. Delegation

- 24.1 The Directors may, upon any terms and conditions or restrictions as they see fit, delegate any of their powers, other than those which by law must be dealt with by the Directors as a board, to:
- (a) a Committee;
 - (b) a Director;
 - (c) an employee of the Company; or
 - (d) any other person.
- 24.2 A Committee to which, or person to whom, any powers have been delegated must exercise their powers in accordance with any directions of the Directors and a power exercised in that way is taken to have been exercised by the Directors.
- 24.3 A Committee to which, or person to whom, any powers have been delegated may be authorised by the Directors to sub-delegate all or any of the powers for the time being vested in it.
- 24.4 The Directors may at any time revoke any delegation of power.

Resolutions, Remuneration and Interests of Directors

25. Circular Resolutions of Directors

- 25.1 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.
- 25.2 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.
- 25.3 The resolution is passed when the last Director signs.

26. Remuneration of Directors

- 26.1 A Director shall not be paid for serving as a director, however the Directors may be paid all reasonable travelling and other expenses properly incurred by them in connection with the business of the Company as approved by resolution of the Directors and payment as an employee of the Company (including as Executive Principal) where the terms of employment have been approved by resolution of the Directors.

27. Conflicts of interest

- 27.1 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.
- 27.2 The disclosure of a conflict of interest by a Director must be recorded in the minutes of the meeting.
- 27.3 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:
- (a) be present at the meeting while the matter is being discussed; or
 - (b) vote on the matter.
- 27.4 A Director may still be present and vote if:
- (a) their interest arises because they are a Member of the Company 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 Company;
 - (c) their interest relates to a payment by the Company under clause 45, 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 Company; and
 - (ii) says that those Directors are satisfied that the interest should not stop the Director from voting or being present.

Proceedings of Directors

28. Directors' meetings

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

29. Questions decided by majority

- 29.1 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.

30. Chairperson

- 30.1 The Directors shall at the first Directors' meeting following each Annual General Meeting, elect by resolution of no less than two-thirds of those present and entitled to vote, a Director as Chairperson.
- 30.2 The Chairperson's term of office as Chairperson shall expire on the earlier to occur of the conclusion of the first Annual General Meeting after he or she was last elected as Chairperson or the expiry of the Chairperson's term of office as a Director where not re-elected as Director.
- 30.3 The Directors may elect a Director as Deputy Chairperson to act as chairperson in the Chairperson's absence.
- 30.4 The Directors present may elect a chairperson of a Directors' meeting if:
 - (a) there is no Chairperson or Deputy Chairperson; or
 - (b) neither the Chairperson nor Deputy Chairperson is present within 15 minutes after the time appointed for holding the Directors' meeting; or
 - (c) the Chairperson and Deputy Chairperson are unwilling to act as chairperson of the Directors' meeting.
- 30.5 A Director so appointed shall have his or her appointment automatically terminated if he or she ceases from any cause to be a Director.
- 30.6 Office Bearers of the Company other than the Chairperson and Deputy Chairperson shall be elected by the Board by a simple majority for an annual term of office.

31. Quorum for Directors' meeting

- 31.1 At a meeting of Directors, the number of Directors whose presence in person is necessary to constitute a quorum is as determined by the Directors, and, unless so determined, is a majority of Directors holding office.
- 31.2 The Directors may act despite a vacancy in their number. If their number is reduced below the minimum fixed by clause 17, the 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.

32. Validity of acts of Directors

32.1 If it is discovered that:

- (a) there was a defect in the appointment of a person as a Director; or
- (b) any of the circumstances specified in clause 21.1 applied to a person appointed as a Director,

all acts of the Directors before the discovery was made are as valid as if the person had been duly appointed and was not disqualified.

33. Minutes and Registers

33.1 The Directors must cause minutes to be made of:

- (a) the names of the Directors present at all Directors' meetings and meetings of any Committee;
- (b) all proceedings and resolutions of general meetings, Directors' meetings and meetings of any Committee;
- (c) all resolutions passed by Directors in accordance with clause 25;
- (d) all appointments of officers;
- (e) all orders made by the Directors and any Committee; and
- (f) all disclosures of interests made under clause 27.

33.2 Minutes must be signed by the chairperson of the meeting or by the chairperson of the next meeting of the relevant body.

33.3 The Company must keep all registers required by this Constitution and the Corporations Act.

34. Committees

34.1 The Directors may delegate any of their powers, other than powers required by law to be dealt with by the Directors as a board, to a committee or committees consisting of at least one of their number and such other persons as they think fit.

34.2 The members of a Committee shall elect a Director as chairperson of their meetings. If a meeting of a Committee is held and:

- (a) A chairperson has not been elected; or

- (b) the chairperson is not present within 10 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act,

the members involved may elect one of their number to be chairperson of the meeting.

- 34.3 A Committee may meet and adjourn as it thinks proper, subject to the terms of any direction given by the Directors.
- 34.4 Questions arising at a meeting of a Committee are to be determined by a majority of votes of the members involved and voting. The chairperson of the Committee has a deliberative vote only.

Service of documents

35. Document includes notice

- 35.1 In this clause, a reference to a document includes a notice.

36. Methods of service

- 36.1 The Company may give a document to a Member:

- (a) personally;
- (b) by sending it by post to the address for the Member in the Member Register or an alternative address nominated by the Member; or
- (c) by sending it to an electronic address nominated by the Member.

- 36.2 A document sent by post:

- (a) if sent to an address in Australia, may be sent by ordinary post and is taken to have been received on the second day after posting that is not a Saturday, Sunday or bank holiday in the place of intended receipt, unless proved otherwise; and
- (b) if sent to an address outside Australia, must be sent by airmail and is taken to have been received on the seventh day after posting that is not a Saturday, Sunday or bank holiday in the place of intended receipt, unless proved otherwise.

- 36.3 If a document is sent by electronic transmission, delivery of the document is taken:

- (a) to be effected by properly addressing and transmitting the electronic transmission; and
- (b) to have been delivered on the day following its transmission.

37. Evidence of service

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

Management

38. Executive Principal

- 38.1 The Directors must, by Special Resolution, appoint a person to be the Executive Principal of the College for such period and on such terms as the Directors think fit and subject to the terms of any agreement entered into in any particular case, may dismiss the Executive Principal.
- 38.2 The Executive Principal shall be the Executive Officer of the Company responsible for the supervision and control of the operation and management of the affairs of the Company and the Executive Principal will: -
- (a) perform such other functions as may be approved by the Directors from time to time;
 - (b) implement the directions and resolutions of the Directors from time to time; and
 - (c) by virtue of the appointment, be admitted to Membership and appointed as a Director of the Company.
- 38.3 The Executive Principal shall be entitled to and shall attend all meetings of Directors and may attend meetings of any Committee except during the consideration of any matter concerning the Executive Principal personally.

39. Cheques, Bills etc

Cheques, bills of exchange, promissory notes, electronic funds transfers or other negotiable instruments shall be drawn, made, signed, accepted or endorsed by such person or persons and in such manner as the Directors shall from time to time resolve.

40. Common Seal

- 40.1 If the Company has a Seal:
- (a) the Directors must provide for the safe custody of the Seal;
 - (b) the Seal must not be used without the authority of the Directors;
 - (c) every document to which the Seal is affixed must be signed by a Director and be countersigned by another Director, the Secretary or another person appointed by the Directors to countersign the document.

41. Appointment of attorneys and agents

- 41.1 The Directors may from time to time by resolution or power of attorney executed in accordance with section 127 of the Corporations Act appoint any person to be the attorney or agent of the Company:
- (a) for the purposes;
 - (b) with the powers, authorities and discretions (not exceeding those exercisable by the Directors under this Constitution);
 - (c) for the period; and
 - (d) subject to the conditions,

determined by the Directors.

- 41.2 An appointment by the Directors of an attorney or agent of the Company may be made in favour of:
- (a) any company;
 - (b) the members, directors, nominees or managers of any company or firm; or
 - (c) any fluctuating body of persons whether nominated directly or indirectly by the Directors.
- 41.3 A power of attorney may contain such provisions for the protection and convenience of persons dealing with an attorney as the Directors think fit.
- 41.4 An attorney or agent appointed under this clause 41 may be authorised by the Directors to sub-delegate all or any of the powers authorities and discretions for the time being vested in it.

Audit and accounts

42. Accounts

- 42.1 True accounts shall be kept of the sums of money received and expended by the Company and the matter in respect of which such receipt or expenditure takes place and of the property, credits and liabilities of the Company and subject to any reasonable restrictions as to time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being shall be open to the inspection of the Members. Once at least in every year the accounts of the Company shall be examined by one or more properly qualified auditor or auditors who shall report to the Members in accordance with the Corporations Act.
- 42.2 The books of account shall be kept at the registered office of the Company or at such other place or places as the Directors think fit and shall always be open to the inspection of the Directors.
- 42.3 The Directors shall cause to be prepared and to be presented before the Company in General Meeting audited profit and loss accounts, balance sheets and reports as at the 31st December in each year.
- 42.4 A copy of every balance sheet, profit and loss accounts and reports (including every document required by the Corporations Act to be annexed or attached to such reports and/or accounts) which is to be laid before the Company in General Meeting together with a copy of the Auditor's report shall not less than seven (7) days before the date of the meeting be sent to all persons entitled to receive notices of General Meetings of the Company.
- 42.5 The Company shall receive all monies and/or other properties for use by the Company according to the objects and purposes contained in this Constitution. However, nothing contained in this Constitution shall require the Directors to accept or receive any money or property of any kind if it shall determine in its discretion that receipt of such money or property is contrary to the expressed purposes and objects of the Company set out in this Constitution.
- 42.6 No material disbursement of the Company money or property shall be made until it is first approved by the Directors. However, Directors shall have the authority to appropriate specific sums to fulfil the objects and purposes of the Company as set out in this Constitution and to direct the committees, officers and staff of the Company from time to time to make disbursements to implement said appropriations. Expenses incurred by the Company in total during a financial year shall not exceed the Income for that year.

43. Auditors

Auditors shall be appointed by the Directors and their duties regulated in accordance with the Corporations Act.

Inspection of records

44. Inspection of records

- 44.1 Except as otherwise required by the Corporations Act, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the financial records and other documents of the Company or any of them will be open for inspection by Members other than Directors.
- 44.2 Except as otherwise required by the Corporations Act, a Member other than a Director does not have the right to inspect any financial records or other documents of the Company unless the Member is authorised to do so by a court order or a resolution of the Directors.

Indemnity

45. Indemnity

- 45.1 In this clause, “Officer” means a Director, a Chair of any Committee established by the Directors, a Secretary and any other person who holds an “executive” position as determined by resolution of the Directors.
- 45.2 To the extent permitted by Part 2D.2 of the Corporations Act:-
- (a) The Company indemnifies every person who is or has been an Officer of the Company or of a wholly-owned subsidiary of the Company against any liability for costs and expenses incurred by that person in defending any proceedings, including but not limited to those brought under the Fundraising Act 1998 (Vic) (“Act”) or like legislation in other states, in which judgement is given in that person’s favour, or in which the person is acquitted, or in connection with an application in relation to any proceedings in which the Court grants relief to the person under the Corporations Act; and
 - (b) the Company indemnifies every person who is or has been an Officer of the Company or of a wholly-owned subsidiary of the Company against any liability incurred by that person, as an Officer of the Company or of a wholly-owned subsidiary of the Company, to another person including but not limited to any liability arising under the Act (other than the Company or a related body corporate of the Company) unless the liability arises out of conduct involving a lack of good faith.
- 45.3 The Company may pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been an Officer of the Company or of a subsidiary of the Company against a liability:-
- (a) Incurred by the person in his or her capacity as an Officer of the Company or a subsidiary of the Company or in the course of acting in connection with the affairs of the Company or a subsidiary of the Company including but not limited to any action under the Corporations Act or otherwise arising out of the Officer’s holding such office
PROVIDED THAT the liability does not arise out of conduct involving a wilful breach of

duty in relation to the Company or a subsidiary of the Company or a contravention of Sections 182 and 183 of the Corporations Act ; or

(b) For costs and expenses incurred by that person in defending proceedings, whatever their outcome.

- 45.4 The Company shall have the power at the discretion of, and to the extent determined by, the Directors to indemnify any other person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action including that brought under the Act by reason of the fact that such person is or was an agent, officer or employee of the Company, against expenses actually and reasonably incurred by such person in connection with the defence or settlement of such action if such person acted in good faith, in a manner the Directors believe to be in the best interests of and in furtherance of the objects of the Company and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.
- 45.5 Any indemnification by the Company under clause 45.4 shall be made only if authorised by the Directors in the specific case, upon a determination that such indemnification is proper in the circumstances by a majority vote of a quorum consisting of Directors who are not parties to such proceeding.

Amendment to Constitution

46. Amendment to Constitution

- 46.1 Subject to clause 46.3, this Constitution may only be amended by Special Resolution of the Members of the Company.
- 46.2 The Members must not pass a Special Resolution that amends this Constitution if passing it causes the Company to no longer be a charity.
- 46.3 Any modification of this Constitution takes effect on the date the Special Resolution is passed or any later date specified, or provided for, in the resolution.