
**CONSTITUTION
OF
ANTONINE COLLEGE LTD**

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PREAMBLE

Statement of Mission of Antonine College Ltd

Antonine College was the realisation of a dream for the Antonine Sisters, who came from Lebanon in the 1980's to minister to the Christian Lebanese and Maronite community.

Our spirituality comes from both the rich heritage of Saint Anthony the Great, founder of religious life, and from the heritage of the Maronite Church, based on the spiritual life of Saint Maroun.

This profound double heritage is based on a life of:

- Contemplation and prayer;
- Community and fraternal commitment; and
- Apostolic and missionary activity.

We also claim the influence of the special spirituality of Mother Isabelle Khoury, who created the apostolic dimension of the congregation. Her spirituality is characterised by:

- Simplicity of life;
- Evangelical poverty; and
- Family spirit.

Education is a major part of our mission. This mission plays a very important role in the life of the Sisters. Our aim is to work alongside the families, guiding them and helping them grow as good Christians.

We are committed to supporting and maintaining Gospel and family values.

We work in partnership with families to develop fidelity to religious values and the spreading of God's word.

Antonine College is blessed with a dedicated, caring and highly qualified staff who has created a nurturing Christian environment that epitomises the spirit of the Gospels and promotes a climate of courtesy, self-reliance, and respect for all individuals.

As a Maronite Catholic learning community inspired by the Antonine Sisters' charism we strive to:

1. Enhance our Education in Faith

Provide a comprehensive education in a secure and caring environment in which every person can grow and develop spiritually, intellectually, socially and physically. Gospel values are reflected in our daily practices. Differences are welcomed and the value of every individual as a child of God is affirmed.

2. Enhance Teaching and Learning

Provide a curriculum that caters for individual needs through a range of experiences suited to diverse learning styles.

Utilise Digital Technologies so that learning is engaging, personalised and authentic enabling students to become active and informed citizens of the 21st century.

3. Promote Student Wellbeing

Foster respectful relationships among students, staff and others associated with the College in a spirit of co-operation, trust, and responsibility.

4. Strengthen School Community

Our College is committed to the continuous growth in learning outcomes for students and to develop the skills for lifelong learning. Partnership between home and College is promoted.

Opportunities for engagement in a deeper awareness of our cultural heritage, especially through the study of languages is provided.

5. Build Leadership

All individuals are considered to be leaders demonstrating relationships and processes which are supportive, consultative and guided by clear moral purpose.

Antonine College commits to build a faith-filled learning community where:

- every student and staff member takes ownership of and responsibility for continuous improvement and lifelong learning;
- students develop as autonomous, self-managing, resilient and responsible learners; and
- digital technologies are fostered through an agile, innovative, and effective teaching and learning environment.

History of Antonine College Ltd

- 1998 Establishment of Antonine Sisters Maronite Primary School in Coburg
- 2002 Establishment of Antonine Sisters Trinity Maronite Secondary Catholic
College in Brunswick
- 2005 Amalgamation to Antonine College - Cedar Primary Campus in Coburg and
Trinity Secondary Campus in Brunswick
- 2011 Establishment of St Joseph Campus in Pascoe Vale South – Secondary
Campus moved from Brunswick

Corporations Act 2001

Public Company Limited by Guarantee

**THE CONSTITUTION OF
ANTONINE COLLEGE LTD
ACN 651 302 653**

INTRODUCTION

1. General

1.1 Company Name

- (a) The name of the company is Antonine College Ltd (the Company).
- (b) The Company is a public company limited by guarantee.

2. Replaceable Rules

The replaceable rules contained in the Law do not apply to the Company.

3. Nature and Objects of the Company

3.1 The Company is formed to continue and enhance the education mission of the Order.

3.2 The objects for which the Company is established for are:

- (1) To pursue the advancement of education and advancement of religion through the ownership and operation of a Catholic school known as Antonine College and other educational establishments and services for young people related to the operation of the College, always in accordance with legislation and the mission of the Order;
- (2) To provide primary education and secondary education (Prep – Year 12) in accordance with the guidelines and directives as set out by the Victorian State Government, the Catholic Education Commission of Victoria Ltd and the Victorian Registration and Qualifications Authority whilst educating students on the teachings of the Catholic Church; and
- (3) To facilitate learning in a religious environment in order to develop students' knowledge, skills and values.

3.2 In pursuing its objects, the Company may without limitation:

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- i. operate, manage or control any out of school hours program and other children's services that are related or ancillary to the operation of the Catholic school that the Company operates;
 - ii. establish, promote, operate, and maintain any trusts or funds which may seem directly or indirectly conducive to the Company's objects; and
 - iii. do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Company always in accordance with the beliefs, traditions, practices of the Order.

4. Definitions and Interpretation

4.1 Definitions

In this Constitution:

- (1) "ACNC Act" means the *Australian Charities and Not-for-Profits Commission Act 2012* (Cth) as modified from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the Company;
- (2) "Acting Principal" means a person appointed pursuant to clause 44.1;
- (3) "Auditor" means the person appointed for the time being as auditor of the Company pursuant to clause 59.1;
- (4) "Board" means the governing body of the Company established under this Constitution;
- (5) "Business Day" means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place where the Company has its registered office;
- (6) "Chair" means the member of the Board from time to time elected as chair of the Board as contemplated by clause 28.1;
- (7) "Church" means our Lady of Lebanon Maronite Church a Catholic Church;
- (8) "College" means the registered school known as Antonine College operated by the Company;
- (9) "Company" means Antonine College Ltd ACN 651 302 653;
- (10) "Company Leadership Positions" refers to persons in the most senior management positions at the Company responsible for senior business administration, for faith and mission and the persons holding the role of Principal, Deputy Principal, Assistant Principal, Vice Principal or Business Manager;

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- (11) “Congregational Leader” means the person appointed by Mother Superior of the Order to be the Australian representative of the Order and includes a person appointed by Mother Superior to fulfil this role from time to time;
- (12) “Constitution” means the constitution of the Company as amended from time to time;
- (13) “Delegate” means a Director appointed pursuant to clause 18.1 to represent the interests of the Member on the Board;
- (14) “Directors” means the Appointed Directors pursuant to clause 18.1 for the time being of the Company;
- (15) “Dispute” means a dispute of the type described in clause 57;
- (16) “*Education and Training Reform Act 2006 (Vic)*” means that Act as modified or amended from time to time and includes any regulations made under that Act, specifically the *Education and Training Reform Regulations 2017 (Vic)* and any exemption or modification to that Act applying to the Company, including ministerial orders or other legislative instruments from time to time;
- (17) “Government Agency” means any government or any governmental, semi-governmental or administrative department, entity, agency, authority, commission, corporation or body (including those constituted or formed under any statute) where the department, entity, agency, authority, commission, corporation or body is subject to the control or direction of the Commonwealth of Australia or a State or Territory of Australia;
- (18) “Grant” means a financial assistance arrangement or contribution, whether as capital or otherwise, provided by a State, the Commonwealth, a Government Agency, a private corporation or others, for a specific purpose and period, either by a progress payment or lump sum;
- (19) “Law” means the *Corporations Act 2001 (Cth)* and includes any amendment or re-enactment of it or any legislation passed in substitution for it;
- (20) “Member” means the Member of the Company pursuant to clause 15.1;
- (21) “Mother Superior” means the head of the Order;
- (22) “Objects” means the objects of the Company as set out in clause 3;
- (23) “Order” means the Maronite Antonine Sisters Order in Lebanon;
- (24) “Policies” means the policies of the Company made under clause 24;

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- (25) "Principal" means a person appointed pursuant to clause 41.1;
 - (26) "Registered Entity" has the meaning given in the ACNC Act;
 - (27) "Remuneration" includes, without limitation, salaries, wages, commissions, fees, rewards, allowances or bonuses;
 - (28) "Responsible Entity" has the meaning given in the ACNC Act;
 - (29) "Seal" means the common seal of the Company (if any);
 - (30) "Secretary" means any person appointed under clause 34.1 to perform the duties of a secretary of the Company;
 - (31) "State" means the State of Victoria;
 - (32) "Treasurer" means any person appointed to perform the duties of a treasurer of the Company and includes an honorary treasurer;
 - (33) "VRQA" means the Victorian Registration and Qualifications Authority or its successor, being the Government Agency responsible for the registration and regulation of schools in Victoria.

4.2 Interpretation

- (1) Reference to:
 - (a) one gender includes the others;
 - (b) the singular includes the plural and the plural includes the singular; and
 - (c) a person includes a body corporate.
- (2) Except so far as the contrary intention appears in this Constitution:
 - (a) an expression has in this Constitution the same meaning as in the Law; and
 - (b) if an expression is given different meanings for the purposes of different provisions of the Law, the expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Law, the same meaning as in that provision of the Law.
- (3) "Including" and similar expressions are not words of limitation.
- (4) Headings are for convenience only and do not form part of this Constitution or affect its interpretation.

5. Powers

- 5.1 Subject to clause 3 the Company has all the powers of a natural person, including those specified in the Law, but does not have the power to issue shares.
- 5.2 The powers of the Company are ancillary to and exercisable only to pursue the Objects.

6. Application of Income and Property

- 6.1 The income and property of the Company, from wherever it is derived, must be applied solely towards the promotion of the Objects.
- 6.2 No portion of the income or property of the Company may be paid directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit to the Member except as provided by clause 7.1.

7. No Distribution to the Member

- 7.1 Nothing in clause 6.2 prevents the following:
- (1) the payment in good faith of reasonable and proper remuneration to any officers or servants of the Company in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual way of business;
 - (2) interest of money borrowed from the Member for any of the purposes of the Company (provided the interest rate does not exceed the current bank overdraft rates or interest being charged by bankers in the State of Victoria for moneys lent); or
 - (3) the payment of reasonable and proper rent by the Company to the Member of the Company for premises leased by the Member to the Company.

8. No Directors' Remuneration

- 8.1 No Director may receive any remuneration for his or her services in his or her capacity as a Director of the Company.

9. Directors' Expenses

- 9.1 The Company may make the following payments to a Director:
- i. For the reimbursement of out-of-pocket expenses incurred on reasonable commercial terms in carrying out the duties of a Director where the amount does not exceed an amount previously approved by a resolution of Directors; or

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- ii. For any service rendered to the Company in a professional or technical capacity, where the terms of service are on reasonable commercial terms and have been previously approved by a resolution of the Directors.

9.2 All payments the Company makes to its Directors are subject to the prior approval of the Member.

10. No Employment for Directors

10.1 The Company must not enter into any employment relationships with any of the Directors, and an employee of the Company shall not be eligible to be a Director.

11. Application of Grants

11.1 Subject to Clauses 6 and 7, the allocation, distribution, expenditure or appropriation of Grants (including any interest accrued in respect of Grants) must be made in accordance with the terms and conditions that may attach to them and in accordance with any policies and procedures specified in legislation, program guidelines and other conditions issued or prescribed or otherwise imposed by the relevant Government Agency or by its Minister, as applicable.

12. Operation of the College

12.1 Where the Company is functioning in its capacity as an operator of the College, all of the Company's assets (in so far as they relate to the College) or income (in so far as it arises from the operation of the College, including revenue derived from the Commonwealth or a State Government specifically for the operation of the College) must not be used in any way which results in the College ceasing to operate on a not-for-profit basis for the purposes of any applicable State or Commonwealth legislation concerning school registration, government funding, charity registration tax exemptions and concessions or any other matter relevant to the operation of the Company.

13. Limited Liability

13.1 The liability of the Member is limited.

14. Guarantee

14.1 The Member of the Company undertakes to contribute an amount not exceeding \$10 to the property of the Company in the event of its being wound up, if required for payment:

- (1) of the debts and liabilities of the Company (contracted before the Member ceases to be a Member); and
- (2) of the costs, charges and expenses of winding up.

MEMBERSHIP

15. Member

15.1 The Congregational Leader is the Member of the Company.

16. Direction of the Member

16.1 The Member may direct the Board by notice in writing (Direction) to:

- (a) Adopt, implement, or act upon the objectives, priorities, strategies and policies for the Company referred to in the Direction; and
- (b) Consider and report to the Member, in a form and within such reasonable time period stipulated in the Direction, the achievement by the Company and Directors (as the case may be) of the objectives set out in the Direction,

and the Directors must comply with any such Direction.

17. The Member's rights and powers

17.1 The Member must exercise any of the rights and powers which are required or reserved under this Constitution or by law to be exercised by the Member, in accordance with the process and requirements of the Order.

17.2 The rights and privileges of the Member are personal to the Member and are not transferrable.

BOARD OF DIRECTORS

18. Board of Directors

18.1 The Board shall comprise a minimum of five (5) Directors appointed by the Member by notice in writing to the Secretary, including a Director who shall be a Delegate of the Member.

18.2 The Delegate is appointed to represent the interests of the Congregational Leader on the Board.

18.3 The Member may from time to time increase or reduce the number of Directors, provided that the minimum number must always be five (5).

18.4 The Member may at any time by written notice to the Secretary remove any Director appointed under clause 18.1.

19. Appointment of Directors

19.1 In appointing Directors under clause 18.1, the Member:

- (1) may take into account any recommendation by the Board;
- (2) will have regard to the skills and experience of the Directors in any discipline, profession or field of knowledge which may be beneficial to the Company; and
- (3) will require each appointee to the office of Director to accept the mission of the Order as articulated by Mother Superior from time to time.

19.2 Where the office of a Director becomes vacant under clause 21, the continuing Directors may act despite any vacancy in their body. If the number falls below the minimum number fixed in accordance with this Constitution, the Directors may act only to ask the Member to fill a vacancy on the Board.

20. Term

20.1 Each Director will hold office for a term of up to three (3) years as determined by the Member when appointing the Director after which that Director must retire from office.

20.2 A retiring Director shall be eligible for re-appointment for further terms of up to three (3) years as determined by the Member, subject to a maximum tenure of nine (9) consecutive years in office unless otherwise determined by the Member.

21. Vacation of Office of Director

21.1 In addition to any other circumstances in which the office of a Director becomes vacant under the Law, the office of a Director becomes vacant if the Director:

- (1) gives a notice of resignation in writing to the Company Secretary;
- (2) becomes bankrupt or suspends payment or compounds with his or her creditors;
- (3) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (4) is absent from 3 consecutive meetings of Directors, without special leave of absence or fails to respond to 3 consecutive requests for a circulatory resolution in accordance with clause 30 to be passed without a meeting of the Directors, unless the Board determines otherwise with the prior approval of the Member;
- (5) becomes prohibited from being a Director under or by reason of any order

made under the Law;

(6) has been:

a) disqualified from being a Responsible Entity of a Registered Entity during the preceding 12 months; or

b) suspended or removed as a Responsible Entity of a Registered Entity, Under the ACNC Act; or

(7) ceases to be a fit and proper person for the purposes of the *Education and Training Reform Act 2006* (Vic).

POWERS OF DIRECTORS

22. Powers and Duties of Directors

22.1 Subject to the Corporations Act and this Constitution, particularly the requirements set out in Schedule 1, the business of the Company is to be managed under the direction of the Directors. The Directors may exercise all the powers of the Company that are not required by the law or this Constitution (including those matters described at Schedule 1 or Schedule 2) to be exercised by the Member.

23. Borrowing Powers

23.1 The Board must obtain the prior approval of the Member for any borrowings exceeding an amount advised by the Member from time to time.

23.2 Without limiting the generality of clause 22, but subject to clause 5 and 23.1, the Board may exercise all the powers of the Company to borrow money, to charge any property or business of the Company and to issue debentures or give any other security for a debt, liability, or obligation of the Company or of any other person.

24. Policies

24.1 Subject to and consistent with this Constitution, the Board may from time to time make Policies for or with respect to all matters relating to the organisation, management, and good governance of the Company and the College operations.

24.2 The Board may, by resolution, repeal, revoke, alter, amend, or otherwise modify a Policy or part of a Policy.

24.3 The power of the Board to make any Policy under this clause 24, is subject to the Board ensuring that at all times any such Policy is consistent with the beliefs,

traditions and practices of the Order or any direction issued from time to time by the Member in accordance with clause 16 of this Constitution.

BOARD OF DIRECTORS' MEETINGS

25. Meetings of Board

- 25.1 The Board may meet together for the dispatch of business and adjourn and otherwise regulate its meetings as it thinks fit.
- 25.2 Any notice of a meeting of the Board may be given in writing, and whether by facsimile, electronic mail or any other means of communication.
- 25.3 A Board meeting may be held using any technology consented to by all the Directors.

26. Quorum

- 26.1 The quorum for a Board meeting is majority of Directors entitled to vote. The quorum must be present at all times during the meeting.

27. Voting

- 27.1 All resolutions of the Board must be passed by a majority of the votes cast by Directors entitled to vote on the resolution.
- 27.2 The chair has a casting vote if necessary, in addition to any vote he or she has as a Director. The chair has a discretion both as to whether or not to use the casting vote and as to the way in which it is used.

28. Chairing Board Meetings

- 28.1 The Member will elect one of the Directors to be the Chair and Vice-Chair of the Board, from time to time, and shall determine the period for which such persons are to hold office as the Chair and Vice-Chair of the Board, respectively.
- 28.2 The Chair shall preside at all meetings of the Board.
- 28.3 At a meeting of Board if:
- i. no Chair has been elected as provided by clause 28.1; or
 - ii. the Chair is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act;

the Vice-Chair is the chair of the meeting, but if:

- i. no Vice-Chair has been elected as provided by clause 28.2; or

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- ii. the Vice-Chair is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act;

the Directors present must elect a Director present to be the chair of that meeting.

29. Circulating Resolutions

- 29.1 The Board may pass a resolution without a Board meeting being held if each of the Directors entitled to vote on the resolution, except a Director absent from Australia who has not left a facsimile number, email or other instant messaging technology address, at which he or she may be given notice, signs or otherwise signifies acceptance and returns, by a means and in a manner approved by the Chair, a document containing a statement that he or she is in favour of the resolution set out in the document.
- 29.2 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.
- 29.3 The resolution is passed when the last Director signs or signifies acceptance in a readable form which is received by a means and in a manner approved by the Chair.
- 29.4 For the purpose of this clause 29, the following may be treated as a document containing a statement that a Director is in favour of the resolution set out in the document:
 - i. a facsimile addressed to or received by the Company and purporting to be signed or sent by a Director; or
 - ii. an email or other form of instant messaging approved by the Chair, which is addressed to or received by the Company at an address approved by the Chair and purporting to be given by a Director in favour of a specified resolution.

30. Provision of documents to Member

- 30.1 The Board must provide to the Member the agenda and meeting papers at least seven (7) days prior to the meeting and minutes in respect of each Board of Directors' meetings within fourteen (14) days following the relevant meeting.

31. Approval of the Member

- 31.1 If the Delegate is of the opinion that any matter presented for decision by the Board or any decision by the Company on any matter is of such nature that it touches upon the charism and philosophy of the Order or is otherwise contrary to the welfare or interest of the Order, the Delegate may give to the Board of Directors or the Chair

oral notice of such opinion at any time but not later than the second day after a decision by the Board was made, and thereupon for a period of seven days after the date of the Board's decision all action on that decision shall be stayed.

- 31.2 If during the period of seven days, the Delegate gives written notice to that effect to the Chair or, in his/her absence, to any Director, then either the decision shall not take effect at all, or its taking of effect shall be postponed either for a limited period or indefinitely according to the terms of the written notice.
- 31.3 In providing the notice, the Delegate will act in accordance with the directions of the Member.

32. Observers at Board Meetings

- 32.1 The Board may permit the attendance of any person at any Board meeting where, in the opinion of the Directors, such person may be able to assist the Board regarding any matter before it.
- 32.2 The Member is entitled to receive notice of each Directors' meeting at the time the Directors are notified of the meeting and is entitled to attend the meeting but does not have a right to vote.
- 32.3 The Member may authorise the attendance at any Directors' meeting of any person who, in the opinion of the Member may be able to assist the Board regarding any matter before it.

33. Minutes to be kept

- 33.1 The Board must keep minute books in which they record within 1 month:
- (a) proceedings and resolutions of Board meetings (including meetings of a committee of Board); and
 - (b) resolutions passed by Board without a meeting.
- 33.2 The Board must ensure that minutes of a meeting are signed within a reasonable time after the meeting by 1 of the following:
- (a) the chair of the meeting; or
 - (b) the chair of the next meeting.
- 33.3 The Board must ensure that minutes of the passing of a resolution without a meeting are signed by a Director within a reasonable time after the resolution is passed.
- 33.4 The Board must record in the minute books:
- (a) all appointments of officers and Company Leadership Positions;

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- (b) the names of all parties present at all meetings of Board and the Company; and
 - (c) the method by which a meeting of Board was held.

SECRETARY

34. Terms of Office of Secretary

- 34.1 The Board shall appoint a Secretary of the Company for a term and on conditions determined by them.
- 34.2 The Secretary is entitled to attend and be heard on any matter at all Board of Directors' meetings.
- 34.3 The office of the Secretary shall become and be vacant:
 - (a) by the written resignation of the Secretary from office; or
 - (b) by written notice of removal given by the Board.

SUB-COMMITTEES OF BOARD

35. Establishment of Sub-Committees of Board

- 35.1 The Board may from time to time form (or terminate) one or more sub-committees of the Board as may be thought expedient to assist the Board in carrying out its role.

36. Terms of reference

- 36.1 Subject to this Constitution, each Sub-committee of the Board will have terms of reference specified by the Board.

37. Membership

- 37.1 The membership of each Sub-Committee of the Board will be determined by the Board provided that at least one member of the Sub-Committee is a Director.

38. Delegation to Sub-Committees

- 38.1 The Board may delegate any of their powers (other than this power of delegation) to such sub-committees as it thinks fit. The Board may at any time revoke, withdraw, alter, or vary all or any of such powers. No delegation will prevent the exercise of any power by the Board.

39. Powers of Sub-Committees

- 39.1 Any sub-committee so formed must, in the exercise of the powers so delegated, or functions entrusted, conform to any directions that may at any time be imposed by the Board. Any power exercised by a committee in that way will be deemed to have been exercised by the Board.

PRINCIPAL

40. Principal

- 40.1 The Principal is subject to the directions of the Board and is responsible to the Board for the leadership, stewardship and management of the College and the education, care and welfare of its students and staff.

41. Power to Appoint

- 41.1 The Board must appoint the Principal on such terms, conditions and remuneration as the Board determines, subject to the prior approval of the Member.
- 41.2 The Board shall have the power to re-appoint, suspend or remove the Principal subject to the prior approval of the Member.

42. Delegations to the Principal

- 42.1 The Board may from time to time delegate to the Principal such of the powers exercisable under this Constitution by the Board as it sees fit (including the powers of delegation), and may confer such powers for such objects and purposes, and upon such terms and conditions, and with such restrictions as the Board thinks expedient, but not to the exclusion of, or in substitution for, all or any of the powers of the Board.
- 42.2 The Board may at any time or times alter, revoke, withdraw or vary all or any of such delegations.
- 42.3 In fulfilling the Principal's responsibilities, and subject to relevant delegations from the Board, there shall be consultation between the Principal and the Chair of the Board and, if applicable, the chair of any Board Committee with special responsibility for any matters under consideration including without limitation child safety matters.
- 42.4 Subject to clauses 44 and 45, the Principal is delegated the responsibility for the employment of all staff of the Company.

43. Directors' Meetings

- 43.1 The Principal shall receive notice of and attend all Directors' meeting except where otherwise requested by the Board.
- 43.2 For the avoidance of doubt:
- (a) The Principal may speak, but not vote, at Directors' meetings;
 - (b) The Principal is not to be counted towards quorum at Directors' meetings; and
 - (c) The Principal shall not be eligible to be a Director.

44. Acting Principal

- 44.1 If the Principal is for any reason unable to fulfil the function of Principal for more than two (2) months, the Board shall have the power to appoint a person as an Acting Principal subject to the prior approval of the Member.
- 44.2 The Acting Principal whilst acting in that position will have all the powers and is subject to all the constraints as if the Acting Principal were the Principal.
- 44.3 The Board shall have the power to re-appoint, suspend, or remove the Acting Principal from office, subject to the prior approval of the Member.

45. Company Leadership Positions

- 45.1 The Principal is responsible for employing the persons in Company Leadership Positions on such terms, conditions and remuneration as the Principal determines, subject to the prior written approval of the Board. The Principal's power to suspend or remove a person in Company Leadership Positions from employment with the Company is subject to the prior written approval of the Board.

NOTICE

46. What is Notice

- 46.1 Anything written to or from the Company under any clause in this Constitution is written notice and is subject to clauses 47, 48 and 49, unless specified otherwise.

47. Notice to the Company

- 47.1 Written notice or any communication under this Constitution may be given to the Company, the Directors or Secretary by:
- (a) delivering it to the Company's registered office;

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- (b) by sending it by post to the Company's registered office or to another address chosen by the Company for notice to be provided; or
 - (c) by sending it to the email, facsimile number, or other electronic address (if any) nominated by the Company to the Directors or Secretary as the Company's email address or other electronic address.

48. Notice to the Member

- 48.1 Written notice or any communication under this Constitution may be given to the Member:
- a. personally;
 - b. by sending it by post to the address of the Member or an alternative address (if any) nominated by the Member for services of notices; or
 - c. by sending it to the email, facsimile number, or other electronic address (if any) nominated by the Member as an alternative address for service of notices.

49. When Notice is Given

- 49.1 A notice delivered in person is taken to be given on the day it is delivered.
- 49.2 A notice of meeting sent by post is taken to be given 3 days after it is posted.
- 49.3 Except as provided by clause 49.4, a notice of meeting sent by facsimile, or other electronic means, is taken to be given on the Business Day after it is sent.
- 49.4 Service by facsimile or electronic mail is not effective if:
- d. in the case of service by facsimile, the Company's facsimile machine issues a transmission report which shows that the transmission was unsuccessful;
 - e. in the case of service by electronic mail, the Company's computer reports that delivery has failed; or
 - f. in either case the addressee notifies the Company immediately that the notice was not fully received in a legible form.
- 49.5 A certificate signed by Secretary or other officer of the Company that the notice was posted or given in accordance with this clause 49 is conclusive evidence of the matter.

INDEMNITY AND INSURANCE

50. Indemnity

50.1 To the extent permitted by the Law, the Company indemnifies:

- i. every person who is or has been an officer of the Company; and
- ii. where the Board considers it appropriate to do so, any person who is or has been an officer of the Company;

against any liability incurred by that person in his or her capacity as an officer of the Company.

50.2 In accordance with section 199A of the Law, the Company must not indemnify a person against:

- (1) any of the following liabilities incurred as an officer of the Company:
 1. a liability owed to the Company;
 2. a liability for a pecuniary penalty order under section 1317G of the Law or a compensation order under section 1317H of the Law; or
 3. a liability that is owed to someone other than the Company and did not arise out of conduct in good faith; or
- (2) legal costs incurred in defending an action for a liability incurred as an officer of the Company if the costs are incurred:
 - (a) in defending or resisting proceedings in which the person is found to have a liability for which they could not be indemnified under clause 50.2(1);
 - (b) in defending or resisting criminal proceedings in which the person is found guilty;
 - (c) in defending or resisting proceedings brought by the Australian Securities and Investments Commission or a liquidator for a court order if the grounds for making the order are found by the Court to have been established; or
 - (d) in connection with proceedings for relief to the person under the Law in which the Court denies the relief.

Clause 50.2(2)(c) does not apply to costs incurred in responding to actions taken by the Australian Securities and Investment Commission or a liquidator as part of an investigation before commencing proceedings for a court order.

- (3) For the purposes of clause 50.2(2) the outcome of proceedings is the outcome of the proceedings and any appeal in relation to the

proceedings.

51. Insurance

51.1 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 against any liability incurred by the person as an officer of the Company except a liability (other than one for legal costs) arising out of:

- i. conduct involving a wilful breach of duty in relation to the Company.

51.2 In the case of a Board Member, any premium paid under this clause is not remuneration for the purpose of clause 8.1.

52. GST

52.1 The amount of any indemnity payable under clause 50.1 will include an additional amount (GST amount) equal to any GST payable by the officer being indemnified (Indemnified Officer) in connection with the indemnity (less the amount of input tax credit claimable by the Indemnified Officer in connection with the indemnity). Payment of any indemnity which includes a GST Amount is conditional upon the Indemnified Officer providing the Company with a GST tax invoice for the GST amount.

53. Director Voting on Contract of Insurance

53.1 Despite anything in this Constitution, a Director is not precluded from voting in respect of any contract or proposed contract of insurance, merely because the contract insures or would insure the Director against a liability incurred by the Director as an officer of the Company..

54. Liability

54.1 No officer of the Company is liable for the act, neglect or default of any other officer or for joining in any act or for any other loss, expense or damage which arises in the execution of the duties of his or her office unless it arises through his or her own negligence, default, breach of duty or breach of trust.

55. Reporting on Indemnities and Insurances

55.1 Subject to any exception provided for in the Corporations Act, full particulars of the Company's indemnities and insurance premiums in relation to the officers must be included each year in the Directors' report.

56. Meaning of "Officer"

56.1 For the purposes of clauses 50, 51, 52, 53, 54 and 55, "officer" means a Director, Secretary, committee member or executive officer of the Company as

defined by the Corporations Act.

DISPUTES

57. Disputes

57.1 The Member is responsible for resolving the following disputes and complaints in accordance with this clause 57:

- a) Disputes and complaints between Directors or between Director(s) and the Principal which are referred to the Member by the Board or the Principal or that the Member otherwise become aware of;
- b) Any dispute about the nature of the practices of religious worship and instruction of the College and whether such practices are in accordance with the doctrine, rites, and practices of the Order; and
- c) Any other dispute that the Member, due to holding the office of the Congregational Leader, is responsible for managing.

57.2 The Member may, without the need to give any reasons:

- i. Dismiss a Dispute;
- ii. Investigate or otherwise deal with a Dispute in such manner as the Member determines; and/or
- iii. Make such other decision with respect to a Dispute as the Member so determines.

57.3 The Member's determination of a Dispute is final.

ACCOUNTS, AUDIT AND RECORDS

58. Accounts

58.1 The Board must cause proper accounting and other records to be kept in accordance with the Law.

58.2 The Board must distribute copies of every profit and loss account, balance sheet and statement of cash flows (including every document required by law to be attached to them) as required by the Law.

58.3 The Board must cause the Company to prepare a financial report, a Directors'

report and any other reports that comply with the ACNC Act, the *Education and Training Reform Act 2006* (Vic) and any other relevant legislation.

59. Audit

- 59.1 A properly qualified auditor shall be appointed by the Member.
- 59.2 The remuneration of the auditor must be fixed, and the auditor's duties regulated in accordance with the Law and the ACNC Act.
- 59.3 The Board must cause the Company's financial report for each financial year to be audited by the Auditor and obtain an auditor's report in accordance with any requirements of the ACNC Act and any other relevant legislation. Audited financial reports provided to the Member are conclusive.
- 59.4 Subject to the requirements of the Corporations Act and the ACNC Act, the Company may remove an Auditor by resolution of the Member.

60. Inspection of Books

- 60.1 The Member may inspect the books of the Company at its request.
- 60.2 The following persons may at any reasonable time access and inspect any financial record of the Company:
- i. The Auditor;
 - ii. Any Director; and
 - iii. Any nominee of the Member authorised in writing by it, subject to the terms of such authorisation.

EXECUTION OF DOCUMENTS

61. Common Seal

- 61.1 The Company may, but need not, have a Seal.

62. Use of Common Seal

- 62.1 If the Company has a Seal the Board must provide for its safe custody.
- 62.2 The Seal may not be fixed to any document except by the authority of a resolution of the Board or of a committee of the Board duly authorised by the Board.
- 62.3 The Company executes a document with its Seal if the fixing of the Seal is witnessed by:

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- i. 2 Directors of the Company; or
 - ii. a Director and Secretary of the Company.

63. Execution of Documents Without Common Seal

63.1 The Company may execute a document without using the Seal if the document is signed by:

- i. 2 Directors of the Company; or
- ii. a Director and Secretary of the Company.

64. Execution of Document as a Deed

64.1 The Company may execute a document as a deed if the document is expressed to be executed as a deed and is executed in accordance with clause 62 or clause 63.

65. Execution - General

65.1 The same person may not sign in the dual capacities of Director and Secretary.

65.2 A Director may sign any document as Director, with or without the Seal, although the document relates to a contract, arrangement, dealing or other transaction in which he or she is interested and his or her signature complies with the requirements of this Constitution as to execution despite his or her interest.

65.3 Clauses 62 and 63 do not limit the ways in which the Directors may authorise documents (including deeds) to be executed on behalf of the Company.

ALTERATIONS

66. Alterations to Constitution

66.1 Subject to clause 66.2, any alterations to this Constitution must be approved by the Member.

66.2 No amendment may be made to this Constitution which would render the Company ineligible for registration as a charity with the ACNC Act or cease to meet the requirements for registration as a proprietor of a school with the Victorian Registration and Qualifications Authority under the *Education and Training Reform Act 2006* (Vic) or cease to be eligible to receive grants.

Distribution of Surplus

67. Distribution of Surplus Assets

67.1 If upon the winding up or dissolution of the Company any property remains, after satisfaction of all its debts and liabilities, that property must not be paid to or distributed to the Member of the Company but must be distributed as follows:

- a) Where the surplus comprises of Grants (including any interest accrued in respect of Grants), such surplus is to be given, transferred, or otherwise applied in accordance with the conditions attaching to the Grant; and
- b) In any case, the surplus must be given or transferred to a charitable institution, body, entity, or organisation operated in Australia, with similar purpose to the Company and whose governing documents prohibit the distribution of its income and property among its members to an extent at least as great as is imposed on the Company.

such institution, body, entity, or organisation to be determined by the Member at or before the winding up and in default, to be determined by Mother Superior.

67.2 Where property has been the subject of capital funding from the Commonwealth of Australia and the Victorian Government such property shall not be transferred or disposed of without the approval of or in accordance with the conditions of the relevant Commonwealth Authority.

Execution

Date:

Signature of
Director:

Signature of
witness:

Name of witness:

Date:

Signature of
Director:

Signature of
witness:

Name of witness:

Date:

Signature of
Director:

Signature of
witness:

Name of witness:

Date:

Signature of
Director:

Signature of
witness:

Name of witness:

Date:

Signature of
Director:

Signature of
witness:

Name of witness:

Date:

Signature of
Director:

Signature of
witness:

Name of witness:

Schedule 1 Decisions of Directors Subject to Approval of the Member

In exercising any of the matters listed below, the Directors must allow the Member sufficient time as is appropriate in the circumstances to obtain directives from the Order.

Matter		Clause	Description/Requirements
1	Payment to Directors'	9.3	The Directors must not make any payments to a Director without the prior written approval of the Member.
2	Confirming a Director's position	21.1(4)	The Directors must not confirm a Director's position under clause 21.1(4) without the prior written approval of the Member.
3	Approve the strategic plans and master plans for the College	22.1	The Directors must not approve strategic plans or the College master plan without the prior written approval of the Member.
4	Approve the annual budget for the College, or any variations to the annual budget outside what is permitted by the Member	22.1	The Directors must not approve the annual budget for the College without the prior written approval of the Member. When providing approval for the annual budget, the Member will advise the Board of the degree of any permitted variations to the annual budget. The Directors must not approve any variations to the annual budget outside what has been permitted by the Member, without the prior written approval of the Member.
5	Establish any subsidiary or other new entity, joint venture, or other corporate affiliation	22.1	The Directors must not, and must ensure that the Company does not, establish any subsidiary or other new entity, joint venture, or other corporate affiliation without the prior written approval of the Member.
6	Delegations and financial limits Direction by the Member	22.1	The Directors must not, and must ensure that the Company does not, operate outside the authorised delegations and financial limitations provided by the Member (and as amended from time to time) and inconsistent with any Direction provided by the Member from time to time under clause 16, without the prior written approval of the Member.
7	Revoke or jeopardise revocation of status as a registered charity	22.1	The Directors must not, and must ensure that the Company does not, revoke or jeopardise revocation of its status as a charity registered with the ACNC without the prior written approval of the Member.
8	Deal with property of the Company	22.1	The Directors must not sell, improve, manage, develop, exchange, lease, dispose of, turn to

			account, or otherwise deal with all or any part of the property and rights of the Company without the prior written approval of the Member.
9	Gift of Property	22.1	The Directors must not take any gift of property whether subject to any special trust or not, for any one or more of the objects of the Company without the prior written approval of the Member.
10	Borrowings	23.1	The Directors must receive the prior written approval of the Member for any borrowings exceeding an amount advised by the Member from time to time.
11	Make Policies	24.1	The Directors must ensure that any Policy they make in accordance with clause 24 is consistent with the beliefs, traditions and practices of the Order and any direction issued from time to time by the Member in accordance with clause 16 of this Constitution.
13	Appoint, re-appoint, suspend, or remove the Principal	41	The Directors must ensure that the Company does not appoint, re-appoint, suspend or remove the Principal without the prior written approval of the Member.
14	Appoint, re-appoint, suspend, or remove the Acting Principal	44	The Directors must ensure that the Company does not appoint, re-appoint, suspend, or remove the Acting Principal without the prior written approval of the Member.

Schedule 2 Reserved Decisions for the Member

In exercising any rights reserved for the Member under this Constitution as listed below, the Member may confer with Mother Superior as the Member thinks fit and will comply with any relevant Directives, policies, procedures, and protocols of the Order.

Powers reserved for the Member

1. Approve payments to Directors' (clause 9.3)
2. Issue a Direction to the Board to adopt, implement or act upon the objectives, priorities, strategies and policies for the Company (clause 16.1)
3. Appoint a Director (clause 18.1)
4. Increase or reduce the number of Directors (clause 18.3)
5. Remove a Director (clause 18.4)
6. Determine a Director's term of office (clause 20)
7. Approve borrowings (clause 23)
8. Appoint or remove the Chair and Vice-Chair of the Board (clause 28.1)
9. Receive agenda, papers, and minutes of Board meetings (clause 30)
10. Through the Delegate intervene to veto decisions of the Board within the prescripts of clause 31 (clause 31)
11. Authorise the attendance of an observer at a Board meeting (clause 32.3)
12. Approve the appointment, re-appointment, suspension or removal of the Principal (clause 41)
13. Approve the appointment, re-appointment, suspension, or removal of the Acting Principal (clause 44)
14. Determine disputes (clause 57)
15. Appoint and remove Company Auditor (clause 59.1 & 59.4)
16. Inspect books of the Company (clause 60.1)
17. Authorise any nominee of the Member to access and inspect any financial record of the Company (clause 60.2 (iii))

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18. Alter the Constitution of the Company (clause 66.1)
 19. Determine distribution of surplus (clause 67)
 20. Change the company type of the Company; and
 21. Change the name of the Company.

Powers reserved for the Delegate

In exercising any rights reserved for the Delegate under this Constitution as listed below, the Delegate will comply with any relevant Directives, policies, procedures, and protocols of the Order.

1. Veto decisions of the Board in accordance with the prescripts in clause 31 (clause 31)