Constitution of Tyndale Christian School Incorporated

Date May 2011
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Constitution of Tyndale Christian School Incorporated

Operative clauses

1. Definitions

In this deed:

the Act means the Associations Incorporation Act 1985 (South Australia);

Accounting Period means the period from the date of this deed to the following 31 December and then each period of 12 months ending on 31 December in each year, or any other period that the Building Fund Sub-Committee decides;

Aims means the aims of the School set out in clause 4.3;

Annual Association Fee means the fees for membership set by the Board in accordance with clause 6;

Board means the board of governors of the School;

Books has the meaning as given in the Act;

Commissioner means the Commissioner of Taxation, a Second Commissioner of Taxation or a Deputy Commissioner of Taxation for the purposes of the Tax Act;

Eligible Member means any person who:

(a) has a Personal Association with the School; and

(b) abides by the Objects and Aims and the Statement of Faith of the School; and

(c) is, in the opinion of the Board, in good standing in the School community; and

(d) is, in the opinion of the Board, a fit and proper person to be a Member.

General Meeting means a general meeting of members of the School convened in accordance with these Rules;

Immediate Relative of means of means:

(a) a spouse, de facto partner, child, grandchild, Parent, grandparent or sibling of the board member; or

(b) a child, grandchild, Parent, grandparent or sibling of a spouse or de facto partner of the board member.

Member means a member of the School;

Month shall mean a calendar month;
Objects means the objects of the School as set out in clause 4.2

OCBA means the Office of Consumer and Business Affairs or the entity which succeeds it or becomes responsible for the management of incorporated associations in South Australia;

Officer has the meaning given in the Act;

Parent shall mean parent, care-giver or legal guardian;

Personal Association means:

(a) a Parent of an enrolled student;
(b) a past student who completed at least 12 Months tuition at the School;
(c) current and past permanent staff members of the School who have completed at least 12 Months continuous employment with the School;
(d) a Parent of a past student who completed at least 12 Months tuition at the School.

Responsible Person means an individual who:

(e) performs a significant public function;
(f) is a member of a professional body having a code of ethics or rules of conduct;
(g) is officially charged with spiritual functions by a religious institution;
(h) is a director of a company whose shares are listed on the Australian Stock Exchange;
(i) has received formal recognition from government for services to the community; or
(j) is approved as a Responsible Person by the Commissioner.

Rules shall mean these rules being the Constitution of Tyndale Christian School Incorporated.

Special Resolution means a resolution passed in accordance with clauses 9.3(b) and 9.5(c);

Statement of Faith of the School means the Statement of Faith set out in clause 4.1;

Tax Act means the ITAA36 and the ITAA97 as amended and includes all regulations made thereunder;

2. Interpretation

In these Rules, unless the context otherwise requires:

(a) headings do not affect interpretation;
(b) singular includes plural and plural includes singular;
(c) words of one gender include any gender;
(d) reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;

(e) reference to a person includes a corporation, joint venture, association, government body, firm and any other entity;

(f) reference to a party includes that party's personal representatives, successors and permitted assigns;

(g) reference to a thing (including a right) includes a part of that thing;

(h) reference to two or more persons means each of them individually and any two or more of them jointly;

(i) if a party comprises two or more persons:

(1) reference to a party means each of the persons individually and any two or more of them jointly;

(2) a promise by that party binds each of them individually and all of them jointly;

(3) a right given to that party is given to each of them individually;

(4) a representation, warranty or undertaking by that party is made by each of them individually;

(j) a provision must be read down to the extent necessary to be valid. If it cannot be read down to that extent, it must be severed;

(k) if a thing is to be done on a day which is not a Business Day, it must be done on the Business Day before that day; and

(l) another grammatical form of a defined expression has a corresponding meaning.

3. Name

The name of the incorporated association is Tyndale Christian School Incorporated referred to herein as the School.

4. Objects and Aims

4.1 Statement of Faith of the School

VISION

Tyndale Christian School was established by Christian parents wishing their children to be educated in an environment that would support and complement the values and faith that the families sought to inculcate in their homes. The focus of the School is to provide an affordable, holistic education for all students in a distinctively Christian community. Therefore, the Vision of the School is:

*To be a Christian community that fosters innovation and excellence in its programs for the academic, vocational and physical development of students; nurtures spiritual and
emotional growth and prepares students to move into life beyond the School, confident and competent in their chosen field, and with an understanding of their spiritual and social responsibilities to the local, national and international communities to which they belong.”

MISSION

The Mission of Tyndale Christian School is to do those things necessary to effectively achieve the purposes for which it exists (i.e. the Vision). While the execution of the Mission will involve many actions by members of the school community, at the strategic level, there are two areas that are essential enablers to fulfilling the Vision. Therefore, the Mission of Tyndale Christian School is:

“To identify, encourage and develop the potential in each child through:

- effective selection, training and retention of staff to develop and deliver a balanced, best-practice program of learning which is integrated throughout the student’s time at the School; and
- building a community based on relationship with God and each other where, the character of Christ is valued, developed and displayed.”

STATEMENT OF FAITH

We believe in:

(1) One God eternally existent in three Persons; Father, Son and the Holy Spirit.

(2) The sovereignty of God in creation, providence, redemption, revelation and final judgment.

(3) The Divine inspiration of the original documents of the Bible, its entire trustworthiness, sufficiency and supreme authority in all matters of faith and conduct.

(4) The Deity of our Lord Jesus Christ, in His virgin birth, in His sinless life, in His miracles, in His atoning death on the cross as our representative and substitute, and only sin-bearer, in His bodily resurrection, His ascension to the right hand of the Father, in His mediatorial work and in His personal, visible return in power and glory.

(5) The sinfulness and guilt of all mankind, rendered them subject to God's wrath and condemnation.

(6) Justification of the sinner by grace of God through personal faith in Christ alone, and regeneration by the Holy Spirit.

(7) The receiving and indwelling of the Holy Spirit at conversion, and His continuing work in the heart and life of the believer.

(8) The only holy Universal Church, the body of which Christ is the Head, to which all true believers belong.

(9) The bodily resurrection and judgement of all mankind, the believer to life everlasting and the unbeliever to eternal damnation.
4.2 **Objects**

The School is established and will run for the purpose of educating students in a way supportive of the Christian faith (as defined in the Statement of Faith of the School) and in accordance with the Aims. It may promote or affiliate with any organisation which enables the growth of Christian schools.

4.3 **The aims of the School are to:**

(a) develop fully the spiritual, social, academic, cultural, aesthetic and physical potential of each enrolled student;

(b) nurture and develop the powers of reasoning, reflective and critical thinking, imagining, feeling and communicating among and between persons;

(c) give recognition and approval to all degrees of improvement and achievement as well as the attainment of excellence;

(d) support Christian values with staff committed to the Christian faith;

(e) provide a curriculum that, in its basis, direction and structure, gives an expression of the Christian view of life;

(f) accept the common elements of the Christian faith, as contained in the Statement of Faith of the School, while accepting diversity of interpretation, and avoiding any denominational doctrine or emphasis;

(g) foster a co-operative and beneficial relationship between the students, family, teachers, churches and the wider community; and

(h) be open (so far as resources shall permit) to students regardless of the Parents’ economic status, and regardless of the Parents’ religious affiliation provided that the Parents and students support the Objects and Aims of the School and accept the Statement of Faith of the School.

5. **Powers of the School**

The School shall have all the powers conferred by Section 25 of the Act.

6. **Membership**

6.1 **Grant of Membership and Fees**

Membership

(a) A person must be an Eligible Member to be a Member of the School.

(b) The School shall require the payment of an Annual Association Fee for each child enrolled at the School, save that:

(1) a person who pays in full the Annual Association Fee in respect of an enrolled student will not be required to pay further Annual Association Fees in respect
of any other enrolled students which that person contributes in full or in part to the tuition fees thereof;

(2) if the Annual Association Fee in respect of an enrolled student is paid in part by two or more persons, then those persons shall be entitled to nominate one of them for membership.

(3) the School is not obliged to offer proportionate Association Fees for a child enrolled at the School part way during a calendar year.

(c) Upon enrolment of a child at the School, the enrolling Parent must nominate, subject to these Rules, which Parent of the child will apply for membership of the School. In the absence of such nomination by the time required by the School, the School may nominate one of the Parents.

(d) If no Parent of an enrolled child is an Eligible Member, the Annual Association Fee must still be paid.

(e) If a person is not a Member pursuant to clause (c) above, then provided the person is an Eligible Member, and pays in full the Annual Association Fee, that person may apply to become a Member of the School. An applicant or nominee becomes a Member once the Board accepts the application and the applicant or nominee pays the Annual Association Fee.

Fees

f) The Board may from time to time publish the Annual Association Fees.

g) The Annual Association Fees shall be due and payable by the conclusion of the first academic term in each calendar year.

h) Any Member whose Association fees are outstanding for more than three Months after the due date for payment shall cease to be a Member, provided always that the Board may reinstate such a person’s membership on such terms as it thinks fit.

6.2 Resignations

(a) Unless otherwise requested in writing, the membership of a Parent of an enrolled student will lapse at such time as that Parent no longer has a child enrolled at the School, or

(b) A Member may resign from membership of the School by giving written notice to the secretary.

6.3 Expulsion of a Member

(a) Subject to giving a Member an opportunity to be heard or to make a written submissions, the Board may resolve to expel a Member if in the opinion of the Board:

(1) that person no longer meets the requirements of an Eligible Member, or

(2) the Member’s conduct reflects unfavourably on the School.
(b) Particulars of the resolution shall be communicated to the Member in writing in accordance with clause 17 at least 14 days before the meeting of the Board at which the matter will be determined.

(c) The determination of the Board shall be communicated to the Member in writing in accordance with clause 17, and in the event of an adverse determination the Member shall, (subject to (d) and (e) below), cease to be a Member 14 days after the Board has communicated its determination to the Member.

(d) It shall be open to a Member to appeal the expulsion to the School at a General Meeting. The intention to appeal shall be communicated to the secretary or public officer of the association within 14 days after the determination of the Board has been communicated to the Member.

(e) In the event of an appeal under (d) above, the appellant’s membership of the School shall not be terminated unless the determination of the Board to expel the Member is upheld by the Members in General Meeting (at which the appellant will be given an opportunity to be heard by the Members present). The General Meeting will be convened within 60 days of the Board’s decision, and in the event the Board’s decision is upheld, the appellant’s membership will be terminated at the date of the General Meeting.

6.4 **Register of members**

A register of Members must be kept by the School and contain:

(1) the name and address of each Member

(2) the date on which each Member was admitted to the School, and

(3) if applicable, the date of and reason(s) for termination of membership.

7. **The Board**

7.1 **Powers and duties**

(a) The affairs of the School shall be managed and controlled by a Board alone which, in addition to any powers and authorities conferred by these Rules, may exercise all such powers and do all such things as are within the Objects of the School, and are not by the Act or by these Rules required to be done by the School in General Meeting.

(b) The Board has the management and control of the funds and other property of the School.

(c) The Board shall have authority to interpret the meaning of these Rules and any other matter relating to the affairs of the School on which these Rules are silent.

(d) The Board may delegate such powers as it considers appropriate to:

(1) the School principal; or
any person or sub-committee ("Delegatee") which it may appoint for any such purpose it requires.

(e) The Board may revoke or vary that delegation.

(f) The School principal or Delegatee must exercise the powers delegated subject to any directions of the Board. The effect of the School principal or Delegatee exercising a power in this way is the same as if the Board exercised it.

(g) The Board shall appoint a public officer as required by the Act.

(h) The Board shall elect from its members the following positions:

(1) chairperson,

(2) deputy chairperson,

(3) secretary, and

(4) treasurer,

for a term expiring upon the close of the annual general meeting of the School.

7.2 Appointment

(a) The Board shall be comprised of up to twelve but not less than seven Members, at least 75% of whom must be Parents of currently enrolled children.

(b) The chairperson of the Board must be able to give spiritual leadership consistent with the Objects and Aims of the School, and to ensure that the spiritual tone of the School is strongly maintained.

(c) Each person elected to the Board must act with integrity in fulfilling the duties and responsibilities of their elected position.

(d) The Board shall consist of natural persons who shall be in personal agreement with the Statement of Faith of the School. They shall be in good standing in their local church and be committed to maintaining the strong spiritual tone of the School in accord with the Objects and Statement of Faith.

(e) To be eligible for election to the Board, a person must be a Member of the School, hold a current National Police Certificate acceptable to the Board, be a committed Christian and must be actively involved in the life of a church. The Christian commitment is attested to by a reference from the Minister (or equivalent) of the Church of which the person is a Member, this being supplied to the Board chairperson at the time of nomination.

(f) A person may not stand for membership to the Board if the person is related to an employee of the School. A Board member who has an Immediate Relative that is employed by the School shall immediately tender their resignation upon discovering that the Immediate Relative has been employed by the School. Any Board member who does not resign, shall be removed from the Board.
(g) Each person elected to the Board must maintain the confidentiality of all information obtained by them by reason of their appointment to and participation on the Board. The obligations in this clause survive the cessation of office by a Board member.

(h) In order to maintain the interdenominational charter of the School, no more than three of the elected Board Members shall be members of one denomination. Responsibility for supervising the provisions of this clause shall rest with the chairperson.

(i) At each annual general meeting each Board member who has served two years preceding the date of the annual general meeting shall retire.

(j) A retiring Board member shall be eligible to stand for re-election by nomination. No person shall be eligible to stand for election unless:

(1) that person is an Eligible Member, and,

(2) a Member of the School has nominated that person at least 28 days before the meeting by delivering the nomination of that person to the secretary of the School. The nomination shall be signed by the proposer and by the nominee.

(k) Notice of all persons seeking election to the Board shall be given to all Members of the School with the notice calling the meeting at which the election is to take place.

(l) If the number of persons nominating as Board members is equal to or less than the number of vacancies for Board members, then notwithstanding those persons must stand for election as Board members.

(m) A person shall not be elected to the Board unless a majority of Members who vote in person or, by proxy, at the meeting (in accordance with clause 9.5(b)) vote in favour of the appointment.

(n) The Board may appoint a person who is eligible for election to fill a casual vacancy, and such a Board member shall hold office until the next annual general meeting of the School and shall be eligible for election to the Board by nomination.

(o) The Board may at its discretion co-opt as members of the Board not more than three persons from time to time and persons so co-opted shall hold office for such period as the Board shall specify or for one year (whichever is less). A person who has previously been co-opted may be co-opted again. Co-opted members of the Board have no voting rights.

7.3 **Proceedings of the Board**

(a) The Board shall meet together for the dispatch of business at least ten times per financial year.

(b) Any Board member may call a Board meeting. On the request of any Board member, the Secretary must call a Board Meeting.

(c) Notice of a Board meeting must be given to each Board member.

(d) The notice must:

(1) specify the place, date and time of the meeting;
(2) state the business to be transacted;

(3) be given at least 48 hours before the meeting, unless all Board members otherwise agree.

(e) Non-receipt of notice of meeting, or failure to give notice of a meeting to a Board member, does not invalidate anything done at a meeting if:

(1) the failure was accidental;

(2) the Board member gives notice to the School that he or she waives the notice or agrees to the thing done at the meeting; or

(3) the Board member attends the meeting.

(f) Notice may be given to a Board member:

(1) personally;

(2) by ordinary pre-paid post to the address in the register of members or the last known address of the Board member. Notice by post is deemed to be received as the time at which the letter would be delivered in the ordinary course of the post;

(3) by facsimile to the facsimile number in the register of members or the last known facsimile number of the Board member. Notice by facsimile is deemed to be received when the sending machine confirms the notice has been sent;

(4) by e-mail to the e-mail address in the register of members or the last known e-mail address of the Board member, if the Board member has provided that e-mail address to the School for the purpose of receiving notices. Notice by e-mail is deemed to be received on the day after despatch.

(g) Subject to the Act, each Board member has one vote. Questions arising at any meeting of the Board shall be decided by a majority of votes. Upon an equality of votes, the chairperson shall have a casting vote.

(h) A quorum for a meeting of the Board shall be at least one half of the voting members of the Board.

(i) If there is no chairperson, or if the chairperson is not present within 10 minutes after the time appointed for the meeting or is unable or unwilling to act, the deputy chairperson may chair the Board meeting. If there is no deputy chairperson, or if the deputy chairperson is not present within 10 minutes after the time appointed for the meeting or is unable or unwilling to act, the Board members present must elect one of themselves to chair the meeting.

(j) If the chairperson is unable or unwilling to chair a part of the meeting, the deputy chairperson may chair that part. If there is no deputy chairperson, or the deputy chairperson is unable or unwilling to act, the Board members present must elect one of themselves to chair that part.

(k) A member of the Board having a direct or indirect pecuniary interest in a contract or proposed contract with the School must disclose the nature and extent of that interest
to the Board as required by the Act, and shall not vote with respect to that contract or proposed contract. The member of the Board must disclose the nature and extent of his or her interest in the contract at the next annual general meeting of the School.

(l) The Board may meet in person or by telephone, video conference or equivalent.

(m) If all the Board members sign a document containing a statement that they are in favour of a resolution in the terms set out in the document, a resolution on those terms is treated as having been passed at a meeting of the Board held on the day and at the time at which the document was last signed by a Board member. A written resolution may consist of several documents in similar form, each signed by one or more Board members.

(n) Subject to these Rules, the Board may decide its own procedure.

7.4 Disqualification of Board members

(a) A Board member’s seat on the Board shall become vacant if a Board member:

(1) is disqualified from being a Board member by the Act;

(2) ceases to be an Eligible Member;

(3) is permanently incapacitated by ill health;

(4) if a member of the Board shall fail to attend three successive meetings of the Board, or four out of six successive meetings of the Board, he/she shall thereupon cease to be a member of the Board unless the Board otherwise resolves or shall have previously granted such person leave of absence;

(5) resigns from the Board by giving notice to the School.

7.5 Indemnity of Board Members and Officers

(a) Subject to the Act, the School shall indemnify each Board member for all costs, claims, liabilities, expenses and legal costs reasonably incurred by them or any of them in the course of their functions or duties as a Board member.

(b) The School may pay a premium for a contract insuring an Officer of the School against those costs, claims, liabilities, expenses and legal costs.

(c) To the extent permitted by the Act, the School may enter into an agreement or deed with an Officer of the School under which the School must do all or any of the following:

(1) keep a set of the School's Books (including minute books) and allow the Officer and the Officer's advisers access to the Books for any period agreed;

(2) indemnify the Officer against any liability incurred by the Officer as an Officer;

(3) keep the Officer insured for any period agreed in respect of any act or omission by the Officer while an Officer.
8. **The seal**

The School shall have a common seal upon which its corporate name shall appear in legible characters. The seal shall not be used without the authorisation of the Board, and every use of the seal shall be recorded in the minute book of the School at the next Board meeting. The affixing of the seal shall be witnessed by the chairperson or their delegate and the principal or their delegate.

9. **General Meetings**

9.1 **Annual general meetings**

(a) The Board shall call an annual general meeting in accordance with the Act and these Rules.

(b) The annual general meeting shall be held within five Months after the end of the financial year of the School.

(c) The order of the business at the meeting shall be:

   1. the confirmation of the minutes of the previous annual general meeting and of any special general meeting held since that meeting;
   2. the consideration of the accounts and reports of the Board and the auditor’s report;
   3. the election of Board members;
   4. the appointment of auditors;
   5. any other business requiring consideration by the School in General Meeting.

9.2 **Special general meeting**

(a) The Board may call a special general meeting of the School at any time.

(b) Upon a requisition in writing of not less than 10% of the total number of Members of the School, the Board shall, within one Month of the receipt of the requisition, convene a special general meeting for the purpose specified in the requisition.

(c) Every requisition for a special general meeting shall be signed by the relevant Members and shall state the purpose of the meeting.

(d) If a special general meeting is not convened within one Month, as required by (b) above, the requisitionists, or at least 50% of their number, may convene a special general meeting. Such a meeting shall be convened in the same manner as nearly as practical as a meeting convened by the Board, and for this purpose the Board shall ensure that the requisitionists are supplied free of charge with particulars of the Members entitled to receive a notice of meeting. The reasonable expenses of convening and conducting such a meeting shall be borne by the School.
9.3 **Notice of General Meetings**

(a) Subject to (b), at least 14 days notice of any General Meeting shall be given to Members. The notice shall set out where and when the meeting will be held, and particulars of the nature and order of the business to be transacted at the meeting.

(b) Notice of a meeting at which a Special Resolution is to be proposed shall be given at least 21 days prior to the date of the meeting and must contain details of the proposed resolution.

(c) A notice may be given by the School to any Member by serving the Member with the notice personally, by sending it by post to the address appearing in the register of members, by facsimile transmission or by any other electronic means.

(d) Where a notice is sent by post:

1. the service is effected by properly addressing, prepaying and posting a letter or packet containing the notice, and

2. unless the contrary is proved, service will be taken to have been effected at the time at which the letter or packet would be delivered in the ordinary course of post.

(e) Non-receipt of notice of a meeting, or failure to give proper notice of a meeting to a person or persons entitled to receive it, does not invalidate anything done at the meeting if:

1. the failure was accidental;

2. the person or persons give notice to the School that the person or persons waive proper notice or agree to the thing done at the meeting; or

3. the person or persons attend the meeting and:

   A. do not object at the start of the meeting to the holding of the meeting; or

   B. if the notice omitted an item of business, do not object to the consideration of the business when it is presented to the meeting.

9.4 **Proceedings at General Meetings**

(a) 20 Members present personally shall constitute a quorum for the transaction of business at any General Meeting.

(b) If within 30 minutes after the time appointed for the meeting a quorum of Members is not present, a meeting convened upon the requisition of Members shall lapse. In any other case, the meeting shall stand adjourned to the same day in the next week, at the same time and place and if at such adjourned meeting a quorum is not present within 30 minutes of the time appointed for the meeting the Members present shall form a quorum.

(c) Subject to (d), the Board chairperson shall preside as chairperson at a General Meeting of the School.
(d) If the chairperson is not present within 10 minutes after the time appointed for holding the meeting, or he or she is present but declines to take or retires from the chair, the Members may choose a Board Member to be the chairperson of that meeting.

(e) The chairperson may regulate a General Meeting in any way consistent with these Rules.

(f) The chairperson may adjourn a General Meeting to any place, date and time.

(g) The chairperson must adjourn a General Meeting if the Members present with a majority of votes at the meeting agree or direct the chairperson to do so. The chairperson may adjourn the meeting to any place, date and time.

(h) New notice of the resumed meeting must be given if the meeting is adjourned for more than one Month.

(i) Only unfinished business may be transacted at a meeting resumed after an adjournment.

9.5 Voting at General Meetings

(a) Subject to these Rules, every Member has only one vote at a meeting of the School.

(b) Subject to these Rules, a question for decision at a General Meeting, other than a Special Resolution, must be determined by a majority of Members who vote in person or, by proxy, at that meeting.

(c) A Special Resolution may be passed at a meeting by a majority of not less than three-quarters of such members of the School as, being entitled to do so, vote in person or, by proxy, at that meeting.

(d) Unless a poll is demanded by at least five members, a question for decision at a General Meeting must be determined by a show of hands.

9.6 Poll at General Meetings

(a) If a poll is demanded by at least five members, or the chairperson, the poll must be conducted in a manner specified by the person presiding and the result of the poll is the resolution of the meeting on that question.

(b) A poll demanded for the election of a person presiding or on a question of adjournment must be taken immediately, but any other poll may be conducted at any time before the close of the meeting.

(c) A poll may be requested:

(1) on any resolution;

and

(2) before a vote is taken;

(3) before the voting results on a show of hands are declared; or
(4) immediately after the voting results on a show of hands are declared.

(d) A request for a poll may be withdrawn.

(e) A request for a poll does not prevent the meeting dealing with other business.

9.7 Proxies

(a) Subject to clause (e) below, a Member shall be entitled to appoint in writing a natural person to be their proxy, and attend and vote at any General Meeting of the School.

(b) An appointment of a proxy is valid if it is signed by the Member making the appointment and contains the following information:

1. the Member's name and address;
2. the School's name;
3. the proxy's name or the name of the office of the proxy;
4. the meetings at which the proxy may be used;

and is received by the secretary no later than two clear business days before the commencement of the General Meeting.

(c) An appointment may specify the way a proxy is to vote on a particular resolution. A proxy may only vote as directed.

(d) In the absence of a direction to the contrary in the appointment, the proxy may:

1. even if the appointment directs how to vote on a particular resolution, vote on an amendment to the particular resolution, a motion not to put the particular resolution or any similar motion;
2. vote on a procedural motion, including a motion to elect the chairperson, to vacate the chair or adjourn the meeting;
3. speak at the meeting;
4. vote (but only to the extent allowed by the appointment);
5. request or join in a request for a poll.

(e) A person shall not be entitled to attend and vote at any General Meeting of the School as proxy for more than 1 Member.

(f) A later appointment of a proxy revokes an earlier one.

9.8 Non-financial members

(a) Notwithstanding any other provision, a Member whose Annual Association Fees are in arrears from either the current or previous years shall not be entitled to:

1. receive notice of, or vote at, any General Meeting, nor
however, nothing shall prevent a General Meeting from resolving to permit members whose Annual Association Fees are in arrears from voting at that General Meeting.

10. Minutes

(a) Proper minutes of all proceedings of General Meetings of the School and of meetings of the Board, shall be entered within one Month after the relevant meeting in minute books kept for the purpose.

(b) The minutes kept pursuant to this rule must be confirmed by the members of the School or the members of the Board (as relevant) at a subsequent meeting.

(c) The minutes kept pursuant to this rule shall be signed by the chairperson of the meeting at which the proceedings took place or by the chairperson of the next succeeding meeting at which the minutes are confirmed.

(d) Where minutes are entered and signed they shall, until the contrary is proved, be evidence that the meeting was convened and duly held, that all proceedings held at the meeting shall be deemed to have been duly held, and that all appointments made at a meeting shall be deemed to be valid.

11. Financial reporting

11.1 Financial year

The first financial year of the School shall be a period of 12 Months commencing on 1 January and ending on 31 December of each year.

11.2 Accounts to be kept

The School shall keep and retain such accounting records as are necessary to correctly record and explain the financial transactions and financial position of the School in accordance with the Act.

11.3 Accounts and reports to be laid before members

The accounts, together with the auditor’s report on the accounts, the Board's statement and the Board's report, shall be laid before Members at the annual general meeting.

11.4 Annual returns

The annual (periodic) return shall be lodged with OCBA within six Months after the end of each financial year. It must be accompanied by a copy of the accounts, the auditor’s report, the Board's statement, and the Board's report.

11.5 Appointment of auditor

(a) At each annual general meeting, the members shall appoint a person to be auditor of the School.
(b) The auditor shall hold office until the next annual general meeting and is eligible for re-appointment.

12. Prohibition against securing profits for members

The income and capital of the School shall be applied exclusively to the promotion of its Objects and no portion shall be paid or distributed directly or indirectly to Members or their associates except as bona fide remuneration of a Member for services rendered or expenses incurred on behalf of the School.

13. Building Fund

13.1 The School will establish and maintain a building fund solely for providing money for acquiring, constructing or maintaining the school buildings (Building Fund).

13.2 The purpose of the Building Fund shall be solely to provide money for the acquisition, construction or maintenance of buildings used by the School (Principal Purpose).

13.3 Maintaining Building Fund

(a) The School must maintain for the Principal Purpose the Building Fund:

(1) to which gifts of money or property for that purpose are to be made;

(2) to which contributions in relation to fund raising events held for that purpose are to be made;

(3) to which any money received by the School because of those gifts including interest accrued thereon is to be credited; and

(4) that does not receive any other money or property.

(b) The School must use the Building Fund only for the Principal Purpose.

(c) The School must only use a gift or contribution made to the Building Fund and any money credited to the fund for the Principal Purpose.

(d) No portion of the Building Fund may be distributed directly or indirectly to Members, Board members or the Building Fund Sub-Committee, except as bona fide compensation for services rendered or expenses incurred on behalf of the Building Fund.

13.4 Bank account

The School must maintain a separate bank account for the Building Fund.

13.5 Name of the Building Fund

The Building Fund is to be known as the Tyndale Christian School Building Fund.
13.6 Additional School powers

In addition to the powers set out in clause 5, the School has the power to attract and encourage from members of the public and others, donations, gifts (by will or otherwise), endowments, trust distributions and other forms of financial assistance to or for the benefit of the Tyndale Christian School Building Fund and any other gift funds maintained by the School.

13.7 Control of Building Fund

(a) The Building Fund shall at all times be controlled and administered by a sub-committee, appointed by the Board from time to time, to deal with the control and administration of the Building Fund (Building Fund Sub-Committee).

(b) The Building Fund Sub-Committee shall comprise two or more members of the Board, all of whom must be Responsible Persons.

(c) If the requirement in clause (b) is at any time not met, the Building Fund Sub-Committee must not exercise any discretion or power until the requirement is met or except:

   (1) to preserve or protect the Building Fund; or

   (2) in the case of urgency.

13.8 Accounting procedures

(a) The Building Fund Sub-Committee must keep or cause to be kept separate accounts in respect of the Building Fund and records of all dealings in respect of the Building Fund.

(b) As soon as practicable after the end of each Accounting Period, the Building Fund Sub-Committee must prepare or cause to be prepared a financial statement showing the financial position of the Building Fund at the end of that Accounting Period.

(c) Receipts issued for gifts must state:

   (1) the name of the Building Fund;

   (2) the Australian Business Number applicable to the Building Fund; and

   (3) the fact that the receipt is for a gift.

13.9 Winding-up the Building Fund

(a) If on the winding up of the Building Fund, or upon revocation of its deductible gift recipient endorsement, any property remains after the satisfaction of all its debts and liabilities, the Building Fund Sub-Committee must pay or apply the property to or for another organisation that is accepted by the Commissioner of Taxation as a deductible gift recipient with similar purposes to the Building Fund and which is not carried on for the profit or gain of its individual members, as the Building Fund Sub-Committee decides.
(b) Where gifts to a fund, authority or institution are deductible only if, among other things, the conditions set out in the relevant table item in Subdivision 30-B of the ITAA 97 are satisfied, the gift and transfer pursuant to this clause 13.9 must be made in accordance with those conditions.

14. Winding up

(a) The School may be wound up in the manner provided for in the Act.

(b) Subject to Section 21 of the Act, a Member is not liable to contribute towards the payment of the debts and liabilities of the School or the costs, charges and expenses of a winding up of the School.

15. Application of surplus assets

(a) If after the winding up of the School there remains ‘surplus assets’ as defined in the Act, such surplus assets shall be distributed to any organisation which has similar objects and has Rules which prohibit the distribution of its assets and income to its members. The School may determine to distribute surplus assets to nominated charities.

(b) Such organisation or organisations shall be identified and determined by a resolution of Members in General Meeting.

16. Rules

16.1 Amendments to Rules

(a) These Rules may be altered (including an alteration to the School’s name) by Special Resolution of the Members of the School.

(b) The alteration shall be registered with OCBA, Corporate Affairs Commission, as required by the Act.

(c) The registered Rules shall bind the School and every Member to the same extent as if they have respectively signed and sealed them, and agreed to be bound by all of the provisions thereof.

16.2 By-laws

The Board may make, alter and repeal by-laws for its own guidance. Examples of by-laws might include, but are not limited to:-

(1) procedures to be followed at Board meetings;

(2) procedures for establishment of sub-committees; and

(3) any other matters which are within the Board’s powers to do pursuant to the powers granted to it under this Constitution.
17. Notice

17.1 Notice may be given to the School by a Member:

(a) by giving a notice to the Board Secretary in any way in which notice may be given to a Board member;

(b) by leaving the notice at the School's offices during normal School hours;

(c) by ordinary pre-paid post to the School's address. Notice by post is deemed to be received as the time at which the letter would be delivered in the ordinary course of the post;

(d) by facsimile to the School's facsimile number. Notice by facsimile is deemed to be received when the sending machine confirms the notice has been sent;

(e) by e-mail to the School's e-mail address. Notice by e-mail is deemed to be received on the day after despatch.

17.2 Except for Notices of General Meetings under clause 9.3, notice may be given by the School to a Member:

(a) by ordinary pre-paid post to the Member's address. Notice by post is deemed to be received as the time at which the letter would be delivered in the ordinary course of the post;

(b) by facsimile to the Member's facsimile number. Notice by facsimile is deemed to be received when the sending machine confirms the notice has been sent;

(c) by e-mail to the Member's e-mail address. Notice by e-mail is deemed to be received on the day after despatch.