

**Nowra Baptist Church Christian School  
Limited**

**Constitution**

*As adopted 29<sup>th</sup> June, 2008*  
And amended 29<sup>th</sup> May, 2013  
And amended 29<sup>th</sup> June, 2019

We the persons who will be the initial members of Nowra Baptist Church Christian School Limited agree to the following Constitution, consent to become a member and agree to pay the amount of \$10.00 if required as set out in clause 7 of this Constitution.

<b>Name</b>	<b>Signature</b>	<b>Date</b>
John Ernest Buckle		
Carl Francis Beddoe		
Janice Margaret Grist		
John Bradbury		
Colin McClelland Smith		
William Arthur Boon		
Robert Keith Omrod		
Pamela Elizabeth Ford		
Paul Hilton Borig		

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## **Preamble**

*This preamble records the basis of understanding between the Church and the School community for the ministry known as the Nowra Christian School.*

*It is acknowledged that the commencement of this ministry was a response by the Church to a direct leading by God. As a ministry of the Nowra Baptist Church, Nowra Christian School operates under the spiritual guidance of the Church. The School is accountable to the Church, through the Company, to operate in a way that is consistent with the vision and mission of the Church.*

*In operating the School, the Church acknowledges that God has given to parents the prime responsibility for the nurture and education of their children. Similarly, parents should acknowledge that God has given the Church a teaching and discipling role. The School therefore ministers in partnership with both parents and the Church. As a consequence, the School will seek to support and not to usurp the role of parents or the Church in their respective areas of ministry. Likewise, the Church accepts the School's competency to operate within its sphere of responsibility, as should the parents.*

*Consequently the school will seek not to impinge on church activities nor have a negative impact upon other aspects of Church life. Rather it will seek to work as a co-operative part of the Church community. The Church will encourage the School to be involved in other areas of Church life and ministry.*

*The Church and School are committed to working together to achieve the Vision and Mission of the Church. The Church and School will seek to be sensitive to their respective needs in ministry. In doing so both acknowledge that relationships are more important than structures. Should conflict arise, this will be resolved in ways consistent with Biblical principles and reflecting God's love and grace.*

## **Name**

1. The name of the Company is Nowra Baptist Church Christian School Limited.

## **Objects**

2. The objects of the Company are to advance the Kingdom of God, strengthen the Church of Jesus Christ and promulgate the knowledge of God that is revealed in the Bible and that is in accord with the Statement of Faith, and in furtherance of these objects:
  - a. to contribute to the educational facilities of Australia by establishing and maintaining, in such places that may be thought suitable and as part of the ministry of Nowra Baptist Church, pre-school, infants, primary, secondary and other educational institutions of the highest standards;
  - b. to provide an education of high academic standards that is based on:
    - i. an acceptance of the Lordship of Christ, and

- ii. an acceptance of the Bible as the revealed word of God  
as these are defined in the Statement of Faith;
- c. to provide an education that also:
  - i. fosters self discipline in the student while teaching him to accept the discipline of the Church which is the whole Body of Christ, to be obedient to his parents and to obey the laws of the governments in Australia;
  - ii. caters for the individuality of the student and stresses the function of the student as a member of the Body of Christ and the community;
  - iii. trains the student in the moral and ethical standards of the Bible and assists him to acquire a biblical world and life view and to appreciate the rights of others to hold different views;
  - iv. develops the student's creative and critical abilities;
  - v. stresses cooperation rather than competition and fosters the development of the gifts, skills and abilities of the student for the service of Jesus Christ in the Body of Christ and the community;
- d. to provide biblical worship and teaching in conformity with the Statement of Faith.

### ***Statement of Faith***

3. The Statement of Faith is as follows:

#### **God**

There is one God and He is sovereign and eternal. He is revealed in the Bible as three equal divine Persons - Father, Son and Holy Spirit. God depends on nothing and no one; everything and everyone depends on Him. God is holy, just, wise, loving and good.

God created all things of His own sovereign will, and by His Word they are sustained and controlled.

God is the God and Father of our Lord Jesus Christ. He is also Father of all whom He has adopted as His children. Because of God's faithfulness and His fatherly concern, nothing can separate His children from His love and care.

The Lord Jesus Christ is the eternally existing, only begotten Son of the Father. He is the Creator and Sustainer of all things. He was conceived by the Holy Spirit and born of a virgin, truly God and truly man. He lived a sinless life and died in our place. He was buried, rose from the dead in bodily form and ascended to heaven. Jesus is King of the universe and Head of the Church, His people whom He has redeemed. He will return to gather His people to Himself, to judge all people and bring in the consummation of God's Kingdom.

The Holy Spirit proceeds from the Father and the Son. He convicts people of their sin, leads them to repentance, creates faith within them and regenerates them. He is the source of their new sanctified life bringing forth His fruit in the life of believers. He gifts believers according to His sovereign will, enabling them to serve the Lord.

### **The Bible**

The Bible, which is comprised of the books of the Old and New Testament, is the inspired, inerrant and infallible Word of God, and the only absolute guide for all faith and conduct. It is indispensable and determinative for our knowledge of God, of ourselves and of the rest of creation.

### **God's World**

Adam and Eve, the parents of all humanity were created in the image of God to worship their Creator by loving and serving Him, and by exercising dominion under God's rule by inhabiting, possessing, ruling, caring for and enjoying God's creation. Consequently the purpose of human existence is to glorify God and enjoy Him forever.

Sin entered the world through Adam's disobedience, because of which all people are alienated from God and each other and, as a result, they and all creation are under God's judgement.

All people have sinned and, if outside of Christ, are in a fallen, sinful, lost condition, helpless to save themselves, under God's condemnation and blind to life's true meaning and purpose.

God holds each person responsible and accountable for choices made and actions pursued. Human responsibility and accountability do not limit God's sovereignty. God's sovereignty does not diminish human responsibility and accountability.

Salvation from the penalty of sin is found only through the substitutionary, atoning death and resurrection of the Lord Jesus Christ. As the sinless One, He took upon Himself the just punishment for our sins.

Through His death and resurrection, the Lord Jesus has destroyed the power of Satan, who is destined to be confined forever to hell along with all those who reject Jesus as Lord.

Out of gratitude for God's grace and in dependence on the Holy Spirit, God's people are called to live lives worthy of their calling in love and unity and in obedience to God in all spheres of life. They are responsible to ensure that the gospel is faithfully proclaimed. Christian parents are required to bring their children up in the discipline and instruction of the Lord and to diligently teach them the truth of God's Word.

### **Definitions**

4. In this Constitution, the following words and expressions have the meanings indicated unless the context requires otherwise:

"Auditor" means the Company's auditor.

"Board" means the Company's board of directors assembled at a meeting of directors in accordance with this Constitution.

"Church" means Nowra Baptist Church.

"Company" means Nowra Baptist Church Christian School Limited.

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

"Member of the Church" means a person who is a member of the Church in accordance with the Church's rules governing membership.

"Members" means the natural persons shown as members on the Company's register of members.

"Notice" includes all written communications to members.

"Office" means the Company's registered office.

"Parents" means the parents or legal guardians of children currently enrolled at the School.

"Register" means the Company's register of members.

"Registered address" means the last known address of a member as noted in the Register.

"Seal" means the Company's Common Seal.

"School" means the school known as Nowra Christian School operated by the Company.

"Secretary" means any person appointed by the Board to perform the duties of a secretary of the Company and includes an Honorary Secretary.

### ***Interpretation***

5. a. Words importing the singular number include the plural and the converse applies.
- b. Words importing the masculine gender include both masculine and feminine genders.
- c. Words importing persons include corporations, companies, associations and institutions.
- d. A reference to the Corporations Act is a reference to the Corporations Act as modified or amended from time to time.
- e. Unless the context otherwise requires, headings are for ease of reference only and do not affect the construction of this Constitution.



### ***Application of Corporations Act***

6. Unless the contrary intention appears in this Constitution:
  - a. an expression in this Constitution has the same meaning as in that part of the Corporations Act which deals with the same matter as this Constitution;
  - b. an expression which is given a general meaning by the Corporations Act has the same meaning in this Constitution; and
  - c. the replaceable rules set out in the Corporations Act do not apply.

### ***Liability***

7. The liability of the members is limited. Every member of the Company undertakes to contribute such amount as may be required not exceeding \$10.00 to the assets of the Company if the Company is wound up during the time he is a member or within one year afterwards for:
  - a. payment of the debts and liabilities of the Company contracted before the time he ceased to be member;
  - b. the costs, charges and expenses of winding up the Company; and
  - c. the adjustment of the rights of the members among themselves.

### ***Income and Property***

8. The Company's income and property is to be applied solely towards the promotion of the Company's objects as set out in this Constitution. No part of the Company's income and property may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the members of the Company. However, this clause does not prevent:
  - a. the payment in good faith of remuneration to any employee of the Company or to any member or other person in return for any services actually rendered to the Company;
  - b. the payment to a member of the Board of out-of-pocket expenses incurred in carrying out the duties of a director where the payments do not exceed an amount previously approved by the Board;
  - c. the payment to a member of the Board for any service rendered to the Company in a professional or technical capacity where:
    - i. the provision of that service has the prior approval of the Board; and
    - ii. the amount payable is approved by a resolution of the Board and is on reasonable commercial terms;

- d. the payment to a member of the Board as an employee of the Company where the terms of employment have been approved by a resolution of the Board;
- e. the payment to members of interest on any money borrowed from such members for the purpose of the Company at a rate not exceeding the lowest rate paid for the time being by the Company's principal bank in New South Wales in respect of term deposits of \$50,000.00 for six months;
- f. the payment to members of reasonable market rent for premises leased by any member to the Company.

### ***Winding Up***

- 9. a. If, on the Company's winding up or dissolution, there remains after satisfaction of all its liabilities any property, such property must not be distributed among the members but must be given to some other similar institution or institutions, provided such other institution or institutions:
  - i. have objects similar to the Company's objects;
  - ii. prohibit the distribution of income and property among its or their members to an extent at least as great as is imposed on the Company under clause 8;
  - iii. are exempt from income tax under section 50-5 of the Income Tax Assessment Act 1997 or some equivalent provision; and
- b. Such institution or institutions are to be determined by the members at or before the time of dissolution and, in default, by the Chief Judge in Equity of the Supreme Court of New South Wales or such other Judge of that Court or any other Court as may have or acquire jurisdiction in the matter.
- c. If effect cannot be given to this provision, then such property must be given to some charitable object that prohibits the payment of any income or property to its members.

### ***Membership***

- 10. A member of the Company is a natural person who:
  - a. becomes a member on registration of the Company, [provided that such persons shall only remain members until the conclusion of the next annual general meeting after the adoption of this Constitution unless eligible for membership in accordance with paragraph b]; or
  - b. is a member of the Church and signs and returns to the Secretary a form approved by the Board in which he:
    - i. consents in writing to being a member; and

- ii. signs a commitment to the Company's Objects and to the Statement of Faith.
  - c. is a person elected by and from the parents to be a member of the Board, such person remaining a member until they no longer hold such a position on the Board. [*Added 29.5.13*]
11. As soon as practicable after a person becomes a member, the Secretary must enter the member's name and details in the Register.

### ***Cessation of Membership***

12. Membership ceases on death or on ceasing to be a member of the church.
13. Any member may by notice to the Secretary resign as a member with immediate effect or with effect from a particular date subsequent to, but not being later than six months from, the date of that notice.
14. The Board may by resolution of at least three-quarters of its members expel a member of the Company from the Company if the member:
- a. wilfully refuses or neglects to comply with the provisions of this Constitution; or
  - b. in the Board's opinion ceases:
    - i. to have an active interest in the Company; or
    - ii. to be committed to the Company's Objects and to the Statement of Faith.
15. Before resolving to expel a member, the Board must give the member:
- a. at least one week's notice of the Board meeting at which the resolution for expulsion is to be put and of the intended resolution for expulsion; and
  - b. an opportunity of attending the meeting and of giving at it orally or in writing any explanation or defence which the member may desire to offer.

### ***General Meetings***

16. a. The Board or any three members of the Board may, at any time, convene a general meeting.
- b. The Board must convene in every calendar year a general meeting, to be called the annual general meeting, which is to be held at such time as may be determined by the Board.
- c. A member may requisition, convene, or join in requisitioning or convening a general meeting in accordance with the Corporations Act.

### ***Notice Of General Meetings***

17. a. At least 21 days' notice must be given to members and the auditor of all general meetings.
- b. A notice convening a general meeting must:
  - i. set out the place, date and time for the meeting (and, if the meeting is to be held in 2 or more places, the technology that is to be used to facilitate this); and
  - ii. state the general nature of any special business to be transacted at the meeting.
  - iii. set out the intention to propose a special resolution and state the resolution if a special resolution is to be proposed at the meeting
  - iv. indicate that the member may appoint a proxy.
- c. For the purposes of the preceding paragraph, special business means any business to be transacted at a meeting other than an annual general meeting and any business to be transacted at an annual general meeting other than the matters listed in paragraphs a. to c. inclusive of clause 18.
- d. The Board may postpone or cancel any general meeting whenever it thinks fit, other than a meeting convened under paragraph c. of clause 16.
- e. The Board must give notice as soon as practical of the postponement or cancellation to all members.
- f. The failure or accidental omission to send a notice of a general meeting or the adjournment or postponement or cancellation of a general meeting to any member or the non-receipt of a notice by any member does not invalidate the proceedings at or any resolution passed at the general meeting.

### ***Annual General Meetings***

18. The business of an annual general meeting is to:
  - a. receive and consider the accounts and reports of the Board and the Auditor required by the Corporations Act;
  - b. elect the members of the Board to be elected pursuant to this Constitution;
  - c. when relevant, appoint and fix the remuneration of the Auditor; and
  - d. transact any other business which under this Constitution may be transacted at a general meeting.

### ***Quorum At General Meetings***

19. a. No business may be transacted at a general meeting unless a quorum of members is present, in person or by proxy or representative, when the meeting proceeds to business.
- b. A quorum of members is not fewer than 20% of the members entitled to vote.
- c. If a quorum is not present within 30 minutes after the time appointed for a meeting:
  - i. if the meeting was convened on the requisition of members, it is automatically dissolved; or
  - ii. in any other case:
    - (1) it stands adjourned to the same time and place 7 days after the meeting, or to another day, time and place determined by the Board; and
    - (2) if at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the meeting, a quorum is 2 members.

### ***Chairman Of General Meetings***

20. The Chairman, or in the Chairman's absence, the Deputy Chairman, presides as Chairman at every general meeting. If neither of such officers is present within 10 minutes after the time appointed for the meeting, the members present must choose one of their number as Chairman of the meeting.

### ***Adjournment Of General Meetings***

21. a. The chairman of a meeting at which a quorum is present:
  - i. in his discretion may adjourn a meeting with the meeting's consent; and
  - ii. must adjourn a meeting if the meeting directs him to do so.
- b. An adjourned meeting may take place at a different venue to the initial meeting.
- c. The only business that can be transacted at an adjourned meeting is the unfinished business of the initial meeting.
- d. A resolution passed at a meeting resumed after an adjournment is passed on the day it was passed.

- e. Notice of an adjourned meeting must only be given if a general meeting has been adjourned for one month or more. If notice is required, it must be at least 21 days' notice.
- f. No poll may be demanded on the question of adjournment of a meeting except by the chairman.

### ***Resolutions and Polls at General Meetings***

- 22. a. Subject to the Corporations Act in relation to special resolutions, a resolution is carried if a majority of the votes cast on the resolution are in favour of the resolution.
- b. A resolution put to the vote of a meeting is decided on a show of hands unless a poll is demanded by:
  - i. the chairman; or
  - ii. any three members who have the right to vote at the meeting and who are present in person or by proxy; or
  - iii. members with at least 5% of the votes that may be cast on the resolution on a poll.
- c. A poll may be demanded:
  - i. before a vote on a show of hands takes place;
  - ii. after a vote on a show of hands takes place but before the declaration of the result of the show of hands; or
  - iii. immediately after the declaration of the result of a show of hands.
- d. Unless a poll is demanded:
  - i. a declaration by the chairman that a resolution has been carried or lost; and
  - ii. an entry to that effect in the minutes of the meeting,are conclusive evidence of the fact without proof of the number or proportion of the votes in favour of or against the resolution.
- e. The demand for a poll may be withdrawn.
- f. A poll must be taken at the time and in the manner that the chairman directs.
- g. The result of the poll is the resolution of the meeting at which the poll is demanded.
- h. A poll demanded on the election of the chairman or the adjournment of a meeting must be taken immediately.

- i. After a poll has been demanded at a meeting, the meeting may continue for the transaction of business other than the question on which the poll was demanded.
23. a. A decision of a general meeting may not be invalidated on the ground that a person voting at the meeting was not entitled to do so.
- b. A challenge to a right to vote at a general meeting may only be made at the meeting.
- c. The chairman must determine such challenge and such determination, if made in good faith, is final.

### ***Chairman's Casting Vote at General Meetings***

24. In the case of an equality of votes, the chairman does not have a casting vote.

### ***Right to Vote at General Meetings***

25. Every member has one vote.

### ***Proxies***

26. A member may by notice to the Secretary appoint another person as his proxy to attend and vote at general meetings instead of him and any proxy has the same right as the member to speak at the meeting.
27. The notice must be in a form approved by the Board.
28. The notice must be signed by the appointor or by his attorney.
29. The notice may specify the manner in which the proxy is to vote in respect of a particular resolution. Where it does so, the proxy must not vote in any other way. A proxy may vote as the proxy thinks fit on any motion or resolution in respect of which no manner of voting is indicated.
30. a. The notice and, if the notice is signed by the appointor's attorney, the authority under which the appointment was signed or a certified copy of the authority must be received by the Company at least 48 hours before the meeting.
- b. If a Company meeting has been adjourned, a notice and any authority received by the company at least 48 hours before the resumption of the meeting are effective for the resumed part of the meeting.
31. A vote cast in accordance with the notice appointing a proxy is valid even if before the vote was cast the appointor:
- a. died;
  - b. became of unsound mind; or

- c. revoked the proxy or power,

unless notice of the death, unsoundness of mind, or revocation was received before the relevant meeting or adjourned meeting at the office, or at such other place within Australia nominated by the Company in the notice convening the meeting.

### ***Management of the Company***

32. The Company's business is managed by or under the direction of the Board which may exercise all the Company's powers which are not required by this Constitution or any law to be exercised by the Company in general meeting.

### ***Composition of the Board***

33. The Board comprises up to ten persons, including:
- a. between four and six persons elected by the members of the Company from the members of the Church;
  - b. if there is a Pastor of the Church, that Pastor;
  - c. the Principal or Head Teacher of the School; and
  - d. two persons elected by and from the parents.
34. The Board will, at its first meeting following the adoption of this Constitution by the Company:-
- a. choose two of its number from those elected from the membership of the Church (not being the Principal, Pastor or a person elected by and from the parents) to hold office until the close of the next annual general meeting when they must retire from office (but are eligible for election to the Board at that annual general meeting pursuant to paragraph (a) of clause 33). The remaining members of the Board elected from the membership of the Church are to hold office subject to this Constitution until the close of the second annual general meeting following the adoption of the Constitution, when they must retire from office (but are eligible for election to the Board at that annual general meeting pursuant to paragraph (a) of clause 33); and
  - b. choose one of the members elected by and from the parents to hold office until the close of the next annual general meeting when they must retire from office (but are eligible for election to the Board at that annual general meeting pursuant to paragraph (a) of clause 33). The other member of the Board elected from the parents is to hold office subject to this Constitution until the close of the second annual general meeting following the adoption of this Constitution, when they must retire from office (but are eligible for election to the Board at that annual general meeting pursuant to paragraph (a) of clause 33);



35. a. All members of the Board must declare that they subscribe to, and will live consistently with, the Statement of Faith.
- b. With the exception of the Pastor and Principal or Head Teacher no employee of the school or the spouse of an employee is eligible to be a member of the Board unless approved by a resolution of the Company passed by a 75% majority of members present and voting on such resolution.

### ***Alternate to the Pastor***

36. a. The Pastor may appoint a member as an alternate to exercise his powers as a member of the Board for a specified period.
- b. The Pastor may terminate the alternate's appointment at any time.
- c. An appointment or its termination must be in writing. A copy must be given to the Company.
- d. The Company must give the alternate notice of Board meetings.
- e. The Board may require the Pastor to terminate the appointment of the alternate by giving 14 days notice to the Pastor.

### ***Elected Board Members***

37. A person is not eligible for election as a member of the Board unless the person or some other member has, at least 28 days before the meeting at which the election is to take place, left at the office a notice (endorsed with the person's consent) proposing the person for appointment as a member of the Board. If a person is recommended by the Board for election, such notice is not required.
38. At each annual general meeting, the members must elect at least two persons as members of the Board to hold office subject to this Constitution until the close of the second annual general meeting following the meeting at which they are elected when they must retire from office but are eligible for re-election ~~on no more than two further consecutive occasions.~~ *[Deleted 29.5.13]*
39. Before each annual general meeting, the parents must elect one person from among the parents as a member of the Board to hold office subject to this Constitution from the close of the annual general meeting immediately following the election until the close of the second annual general meeting following that meeting when he must retire from office but is eligible for re-election on no more than two further consecutive occasions. The Board is to determine the procedure for the election of Board members by parents.
40. ~~A person is eligible for election or appointment to the Board if, despite having served three consecutive terms of office, he is elected or appointed at least six months after the end of his last term of office.~~ *[Deleted 29.5.13]*

### ***Casual Vacancies on the Board***

41. Any casual vacancy among the members of the Board elected by the members or by the parents must be filled by the Board appointing a person from among the members or the parents as the case may be. A member of the Board appointed in this way holds office for the remainder of the term of office of the person he is replacing at which time he must retire from office but is eligible for re-election ~~on no more than two further occasions.~~ [*Deleted 29.5.23*]
42. The Board may act even if there are vacancies on the Board.
43. If at any time the number of members of the Board in office is fewer than four, the Board may meet and act only:
  - a. to appoint a member of the Board; or
  - b. to convene a general meeting.

### ***Defects in Appointment***

44. If it is discovered that:
  - a. there was a defect in the appointment of a person as a member of the Board or as a member of a Board committee; or
  - b. a person appointed to one of those positions was disqualified;

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

### ***Remuneration of Board Members***

45. The members of the Board may be paid all travelling and other expenses properly incurred by them in attending and returning from Board meetings or any committee meetings or General Meetings or otherwise in connection with the Company's business.

### ***Chairman of the Board***

46. At the first Board meeting after each Annual General meeting the Board must elect one of its members as Chairman. No employee of the School is eligible to be appointed as Chairman. No spouse of any of the Principal, Deputy Principal, Head of any section of the School, Head Teacher or Business Manager is eligible to be appointed as Chairman. If the Chairman ceases to be a member of the Board, or becomes the spouse of anyone holding a position within the School as outlined in this clause, then, without more, that person will thereupon cease to be Chairman. [*Amended 29.5.19*]

47. Any casual vacancy occurring in the office of Chairman must be filled by the Board. The newly elected person holds office for the remainder of the term of office of the former Chairman but is eligible for re-election.

### ***Deputy Chairman***

48. The Board may elect one of its members as Deputy Chairman. If the Deputy Chairman ceases to be a member of the Board, that person must immediately vacate the office of Deputy Chairman.
49. Any casual vacancy occurring in the office of Deputy Chairman may be filled by the Board. The newly elected person holds office for the remainder of the term of office of the former Deputy Chairman but is eligible for re-election.

### ***Secretary***

50. The Board must appoint a Secretary for such term, at such remuneration (if any) and upon such conditions as it thinks fit. The Secretary need not be a member of the Board.
51. The Secretary may be removed by the Board.

### ***Treasurer***

52. The Board must appoint a Treasurer for such term, at such remuneration (if any) and upon such conditions as it thinks fit. The Treasurer need not be a member of the Board.
53. The Treasurer may be removed by the Board.

### ***Vacation of Office of Board Member***

54. The office of a member of the Board is vacated if he:
- a. dies; or
  - b. resigns by notice to the Company; or
  - c. becomes bankrupt or makes any general arrangement or composition with his creditors; or
  - d. 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; or
  - e. is absent from meetings of the Board for a three month period commencing on the date of the first absence without the prior permission of the Board; or
  - f. if elected by the parents, ceases to be a parent; or
  - g. ceases to subscribe without reservation to the Statement of Faith; or

- h. is found guilty of any offence punishable under the criminal or company law of any country or the law of any country relating to charities or trusts; or
- i. is found by a 75% majority of the Board to have made statements or conducted himself in such a way as to discredit or bring into disrepute either himself, the Company, or any member of the Company, or the School;
- j. is removed by the members of the Company in accordance with the Corporations Act; or
- k. otherwise ceases to be, or becomes prohibited from being, a member of the Board by virtue of the Corporations Act.

### ***Confidentiality Obligations***

- 55. Every member of the Board and other agent or officer of the Company must keep secret all aspects of all transactions of the Company, except:
  - a. to the extent necessary to enable the person to perform his duties to the Company;
  - b. as required by law;
  - c. when requested to disclose information by the Board to the Auditor or a general meeting of the Company;
  - d. as otherwise permitted by the Board.

### ***Proceedings of the Board***

- 56. The Board may meet together for the dispatch of business, adjourn or otherwise regulate its meetings and proceedings as it thinks fit.
- 57.
  - a. A Board meeting may be held by the members of the Board communicating with each other by any technological means by which they are able simultaneously to hear each other and to participate in discussion.
  - b. The members of the Board need not all be physically present in the same place for a Board meeting to be held.
  - c. A member of the Board who participates in a meeting held in accordance with this clause is deemed to be present and entitled to vote at the meeting.

### ***Board Quorum***

- 58. The quorum necessary for the transaction of the business of the Board is four provided those four include at least two persons elected by the members.

### ***Chairman of Board Meetings***

59. The Chairman or, in his absence, the Deputy Chairman (if any) must take the chair at all Board meetings. If at any meeting neither of such officers is present within 10 minutes after the time appointed for holding the meeting, the members of the Board present must choose one of their number to be chairman of the meeting.

### ***Voting at Board Meetings***

60. Questions arising at a Board meeting are decided by a majority of the votes of the members of the Board present and voting. In case of an equality of votes, the Chairman of the meeting does not have a casting vote in addition to his deliberative vote.

### ***Convening of Special Board Meetings***

61. Upon the written requisition of any two members of the Board, the Chairman, or Deputy Chairman, or in their absence the Secretary, must convene a special meeting of Board to be held within 14 days after the receipt of the requisition. The requisition must set out the purposes for which the meeting is required.

### ***Board Resolutions without Meetings***

62. a. If all the members of the Board who are eligible to vote on a resolution have signed a document containing a statement that they are in favour of a resolution in terms set out in the document, then a resolution in those terms is deemed to have been passed at a Board meeting held on the day on which the document was last signed by a member of the Board.
- b. For the purposes of paragraph a., two or more identical documents, each of which is signed by one or more members of the Board, together constitute one document signed by those members on the days on which they signed the separate documents.
- c. Any document referred to in this clause may be in the form of electronic mail, a telex or facsimile transmission.
- d. The minutes of Board meetings must record that a meeting was held in accordance with this clause.
- e. This clause applies to meetings of Board committees as if all members of the committee were members of the Board.

### ***Material Personal Interests***

63. a. Unless permitted by the Corporations Act, a member of the Board who has a material personal interest in a matter that is to be considered at a Board meeting:

- i. must not vote on the matter or be present while the matter is being considered at the meeting; and
  - ii. must not be counted in a quorum in relation to that matter.
- b. Paragraph a. does not apply to an interest that the member of the Board has as a member of the Company in common with the other members of the Company.
- c. The quorum for consideration at a Board meeting of a matter in which one or more members of the Board have a material personal interest is three members of the Board who are entitled to vote on any motion that may be moved at the meeting in relation to that matter.
- d. Each member of the Board must disclose to the Company any material contract in which he is interested, and must provide the Company with the names of the parties to the contract, particulars of the contract, and his interest in the contract.
- e. A member of the Board's failure to make disclosure under this clause does not render void or voidable a contract in which he has an interest.

### **Minutes**

64. a. The Board must cause minutes to be made of:
- i. the names of the members of the Board present at all general meetings, Board meetings and meetings of Board committees;
  - ii. all proceedings of general meetings, Board meetings and meetings of Board committees;
  - iii. all appointments of officers;
  - iv. all orders made by the Board and Board committees; and
  - v. all disclosures of interests made pursuant to clause 63.
- b. Minutes must be signed by the chairman of the meeting or by the chairman of the next meeting of the relevant body and if so signed are as between the members conclusive evidence of the matters stated in such minutes.

### **Committees**

65. The Board may delegate any of its powers to committees consisting of such persons as it thinks fit and may revoke such delegation. Any committee so formed must conform to any rules imposed upon it by the Board. The meetings and proceedings of any such committee consisting of two or more members are governed by the clauses of this Constitution for regulating the meetings and proceedings of Board so far as the same are applicable and are not superseded by any rule made by the Board under this clause.

### **School Staff**

66. The Board is to appoint a Principal or Head Teacher, who must be endorsed by the Eldership of the Church and such other permanent staff as may from time to time be required. These appointments are to be in accordance with relevant laws and regulations, and for such terms at such remuneration and upon such conditions, in accordance with the law, as it thinks fit.
- a. ~~Any person appointed to the position of Principal or Head Teacher is to become a member of Nowra Baptist Church. [Deleted 29.5.13]~~
- a. Any person appointed to the position of Principal or Head Teacher must, at the time of the person's appointment, meet the requirements for the head of an organisation of Nowra Baptist Church, as stipulated in the Constitution of that Church. [Added 29.5.13]
67. The Principal or Head Teacher and any other person appointed to work in the School must declare that they subscribe to, and will live consistently with, the Statement of Faith.

### **Supporting Organisations**

68. The Board must give prior written approval to:
- a. the establishment of organisations to assist the School ("supporting organisations");
- b. the constitution of any supporting organisation;
- c. the employment of staff by a supporting organisation.
69. The Board may disband any supporting organisation.
70. The Board is to call the initial meeting of the School's Parents' and Friends' organisation and establish the organisation with its constitution.

### **Seal**

71. The Board must provide for the safe custody of the Seal. Subject to clause 72, the Seal must not be used without the authority of the Board and in the presence of at least one member of the Board who must sign every document to which the Seal is affixed and every such document must be countersigned by one other member of the Board or the Secretary or some other person appointed by the Board.
72. Where as a matter of urgency a document is required to be under the Seal, the Chairman or Deputy Chairman may direct the Secretary to affix the Seal to that document and at the first opportunity the Secretary must report to the Board the action taken.

## **Accounts**

73. a. The Board must cause the Company to keep accounts of the Company's business in accordance with the Corporations Act.
- b. The Board must cause the accounts of the Company to be:
  - i. audited; and
  - ii. laid before the annual general meeting of the Company in accordance with the Corporations Act.
74. A copy of the accounts must be sent to all persons entitled to be sent notices of general meetings together with the notice of the annual general meeting, as required by the Corporations Act.
75. The accounts when audited and approved by a general meeting are conclusive except as regards any material error discovered in them within 6 months next after their approval. Whenever any material error is discovered within that period, the accounts must immediately be corrected and then they are conclusive.

## **Notices**

76. Notices must be in writing.
77. A notice may be served by the Company on a member by any of the following methods:
  - a. by serving it personally on the member;
  - b. by leaving it at the registered address;
  - c. by sending it by post in a prepaid letter, envelope or wrapper addressed to the member at the registered address;
  - d. by sending it by facsimile transmission to a facsimile number nominated by the member for the purpose of serving notices on the member; or
  - e. by sending it by electronic mail to an electronic mail address nominated by the member for the purpose of serving notices on the member.
78. Each member whose registered address is not in Australia may notify the Company of an address in Australia which is deemed to be that member's registered address for the purpose of serving notice.
79. Any notice sent by post, air-mail or air courier is deemed to have been served on the day following that on which the letter, envelope or wrapper containing the notice is posted or delivered to the air courier. In proving service, it is sufficient to prove that the letter, envelope or wrapper containing the notice was properly addressed and put into the post office or other public postal receptacle or



delivered to the air courier. A certificate in writing signed by any officer of the Company that the letter, envelope or wrapper containing the notice was so addressed and posted is conclusive.

80. Any notice sent by facsimile transmission or electronic mail is deemed to have been served on receipt by the Company of a transmission report by the machine from which the facsimile or electronic transmission was sent which indicates that the facsimile or electronic mail was sent in its entirety to the facsimile number or electronic mail address of the addressee.
81. Any notice sent by post to or left at the registered address is deemed to have been properly served even if the member is then dead or bankrupt and whether or not the Company has notice of the death or bankruptcy.
82. The signature to any notice given by the Company may be written or printed or a facsimile of the signature may be affixed by mechanical or other means.
83. Where a period of notice is required to be given, the day on which the notice is served and the day of doing the act or other thing is not included in the number of days or other period.

### ***Indemnity***

84. To the extent permitted by law, the Company indemnifies every officer of the Company against any liability incurred by that person:
  - a. in his capacity as officer of the Company; and
  - b. to a person other than the Company or a related body corporate of the Companyunless the liability arises out of conduct on the part of the officer which involves a lack of good faith.
85. The Company indemnifies every officer of the Company against any liability for costs and expenses incurred by the person in his capacity as officer of the Company:
  - a. in defending any proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted; or
  - b. in connection with an application, in relation to such proceedings, in which the Court grants relief to the person under the Corporations Act.
86. The Company may pay a premium in respect of a contract insuring a person who is or has been an officer of the Company against a liability incurred by the person as an officer of the Company except in circumstances prohibited by the Corporations Act.

***Alteration of Constitution***

87. No addition, alteration or omission may be made to or from this Constitution unless the same are approved by special resolution of the members of the Company and such resolution is passed by:
- a. at least 50% of the total membership at the time in respect of the clauses two (2), three (3) or eighty-seven (87) of this Constitution relating to the Objects, Statement of Faith and Alteration of the Constitution of the Company; or
  - b. at least 15% of the total membership at the time in respect of all other clauses.

**Nowra Baptist Church Christian School  
Limited**

**Constitution**

*As adopted 29<sup>th</sup> June, 2008*  
And amended 29<sup>th</sup> May, 2013  
And amended 29<sup>th</sup> June, 2019

We the persons who will be the initial members of Nowra Baptist Church Christian School Limited agree to the following Constitution, consent to become a member and agree to pay the amount of \$10.00 if required as set out in clause 7 of this Constitution.

<b>Name</b>	<b>Signature</b>	<b>Date</b>
John Ernest Buckle		
Carl Francis Beddoe		
Janice Margaret Grist		
John Bradbury		
Colin McClelland Smith		
William Arthur Boon		
Robert Keith Omrod		
Pamela Elizabeth Ford		
Paul Hilton Borig		

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## **Preamble**

*This preamble records the basis of understanding between the Church and the School community for the ministry known as the Nowra Christian School.*

*It is acknowledged that the commencement of this ministry was a response by the Church to a direct leading by God. As a ministry of the Nowra Baptist Church, Nowra Christian School operates under the spiritual guidance of the Church. The School is accountable to the Church, through the Company, to operate in a way that is consistent with the vision and mission of the Church.*

*In operating the School, the Church acknowledges that God has given to parents the prime responsibility for the nurture and education of their children. Similarly, parents should acknowledge that God has given the Church a teaching and discipling role. The School therefore ministers in partnership with both parents and the Church. As a consequence, the School will seek to support and not to usurp the role of parents or the Church in their respective areas of ministry. Likewise, the Church accepts the School's competency to operate within its sphere of responsibility, as should the parents.*

*Consequently the school will seek not to impinge on church activities nor have a negative impact upon other aspects of Church life. Rather it will seek to work as a co-operative part of the Church community. The Church will encourage the School to be involved in other areas of Church life and ministry.*

*The Church and School are committed to working together to achieve the Vision and Mission of the Church. The Church and School will seek to be sensitive to their respective needs in ministry. In doing so both acknowledge that relationships are more important than structures. Should conflict arise, this will be resolved in ways consistent with Biblical principles and reflecting God's love and grace.*

## **Name**

1. The name of the Company is Nowra Baptist Church Christian School Limited.

## **Objects**

2. The objects of the Company are to advance the Kingdom of God, strengthen the Church of Jesus Christ and promulgate the knowledge of God that is revealed in the Bible and that is in accord with the Statement of Faith, and in furtherance of these objects:
  - a. to contribute to the educational facilities of Australia by establishing and maintaining, in such places that may be thought suitable and as part of the ministry of Nowra Baptist Church, pre-school, infants, primary, secondary and other educational institutions of the highest standards;
  - b. to provide an education of high academic standards that is based on:
    - i. an acceptance of the Lordship of Christ, and

- ii. an acceptance of the Bible as the revealed word of God  
as these are defined in the Statement of Faith;
- c. to provide an education that also:
  - i. fosters self discipline in the student while teaching him to accept the discipline of the Church which is the whole Body of Christ, to be obedient to his parents and to obey the laws of the governments in Australia;
  - ii. caters for the individuality of the student and stresses the function of the student as a member of the Body of Christ and the community;
  - iii. trains the student in the moral and ethical standards of the Bible and assists him to acquire a biblical world and life view and to appreciate the rights of others to hold different views;
  - iv. develops the student's creative and critical abilities;
  - v. stresses cooperation rather than competition and fosters the development of the gifts, skills and abilities of the student for the service of Jesus Christ in the Body of Christ and the community;
- d. to provide biblical worship and teaching in conformity with the Statement of Faith.

### ***Statement of Faith***

3. The Statement of Faith is as follows:

#### **God**

There is one God and He is sovereign and eternal. He is revealed in the Bible as three equal divine Persons - Father, Son and Holy Spirit. God depends on nothing and no one; everything and everyone depends on Him. God is holy, just, wise, loving and good.

God created all things of His own sovereign will, and by His Word they are sustained and controlled.

God is the God and Father of our Lord Jesus Christ. He is also Father of all whom He has adopted as His children. Because of God's faithfulness and His fatherly concern, nothing can separate His children from His love and care.

The Lord Jesus Christ is the eternally existing, only begotten Son of the Father. He is the Creator and Sustainer of all things. He was conceived by the Holy Spirit and born of a virgin, truly God and truly man. He lived a sinless life and died in our place. He was buried, rose from the dead in bodily form and ascended to heaven. Jesus is King of the universe and Head of the Church, His people whom He has redeemed. He will return to gather His people to Himself, to judge all people and bring in the consummation of God's Kingdom.



The Holy Spirit proceeds from the Father and the Son. He convicts people of their sin, leads them to repentance, creates faith within them and regenerates them. He is the source of their new sanctified life bringing forth His fruit in the life of believers. He gifts believers according to His sovereign will, enabling them to serve the Lord.

### **The Bible**

The Bible, which is comprised of the books of the Old and New Testament, is the inspired, inerrant and infallible Word of God, and the only absolute guide for all faith and conduct. It is indispensable and determinative for our knowledge of God, of ourselves and of the rest of creation.

### **God's World**

Adam and Eve, the parents of all humanity were created in the image of God to worship their Creator by loving and serving Him, and by exercising dominion under God's rule by inhabiting, possessing, ruling, caring for and enjoying God's creation. Consequently the purpose of human existence is to glorify God and enjoy Him forever.

Sin entered the world through Adam's disobedience, because of which all people are alienated from God and each other and, as a result, they and all creation are under God's judgement.

All people have sinned and, if outside of Christ, are in a fallen, sinful, lost condition, helpless to save themselves, under God's condemnation and blind to life's true meaning and purpose.

God holds each person responsible and accountable for choices made and actions pursued. Human responsibility and accountability do not limit God's sovereignty. God's sovereignty does not diminish human responsibility and accountability.

Salvation from the penalty of sin is found only through the substitutionary, atoning death and resurrection of the Lord Jesus Christ. As the sinless One, He took upon Himself the just punishment for our sins.

Through His death and resurrection, the Lord Jesus has destroyed the power of Satan, who is destined to be confined forever to hell along with all those who reject Jesus as Lord.

Out of gratitude for God's grace and in dependence on the Holy Spirit, God's people are called to live lives worthy of their calling in love and unity and in obedience to God in all spheres of life. They are responsible to ensure that the gospel is faithfully proclaimed. Christian parents are required to bring their children up in the discipline and instruction of the Lord and to diligently teach them the truth of God's Word.

### **Definitions**

4. In this Constitution, the following words and expressions have the meanings indicated unless the context requires otherwise:

"Auditor" means the Company's auditor.

"Board" means the Company's board of directors assembled at a meeting of directors in accordance with this Constitution.

"Church" means Nowra Baptist Church.

"Company" means Nowra Baptist Church Christian School Limited.

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

"Member of the Church" means a person who is a member of the Church in accordance with the Church's rules governing membership.

"Members" means the natural persons shown as members on the Company's register of members.

"Notice" includes all written communications to members.

"Office" means the Company's registered office.

"Parents" means the parents or legal guardians of children currently enrolled at the School.

"Register" means the Company's register of members.

"Registered address" means the last known address of a member as noted in the Register.

"Seal" means the Company's Common Seal.

"School" means the school known as Nowra Christian School operated by the Company.

"Secretary" means any person appointed by the Board to perform the duties of a secretary of the Company and includes an Honorary Secretary.

### ***Interpretation***

5. a. Words importing the singular number include the plural and the converse applies.
- b. Words importing the masculine gender include both masculine and feminine genders.
- c. Words importing persons include corporations, companies, associations and institutions.
- d. A reference to the Corporations Act is a reference to the Corporations Act as modified or amended from time to time.
- e. Unless the context otherwise requires, headings are for ease of reference only and do not affect the construction of this Constitution.

### ***Application of Corporations Act***

6. Unless the contrary intention appears in this Constitution:
  - a. an expression in this Constitution has the same meaning as in that part of the Corporations Act which deals with the same matter as this Constitution;
  - b. an expression which is given a general meaning by the Corporations Act has the same meaning in this Constitution; and
  - c. the replaceable rules set out in the Corporations Act do not apply.

### ***Liability***

7. The liability of the members is limited. Every member of the Company undertakes to contribute such amount as may be required not exceeding \$10.00 to the assets of the Company if the Company is wound up during the time he is a member or within one year afterwards for:
  - a. payment of the debts and liabilities of the Company contracted before the time he ceased to be member;
  - b. the costs, charges and expenses of winding up the Company; and
  - c. the adjustment of the rights of the members among themselves.

### ***Income and Property***

8. The Company's income and property is to be applied solely towards the promotion of the Company's objects as set out in this Constitution. No part of the Company's income and property may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the members of the Company. However, this clause does not prevent:
  - a. the payment in good faith of remuneration to any employee of the Company or to any member or other person in return for any services actually rendered to the Company;
  - b. the payment to a member of the Board of out-of-pocket expenses incurred in carrying out the duties of a director where the payments do not exceed an amount previously approved by the Board;
  - c. the payment to a member of the Board for any service rendered to the Company in a professional or technical capacity where:
    - i. the provision of that service has the prior approval of the Board; and
    - ii. the amount payable is approved by a resolution of the Board and is on reasonable commercial terms;

- d. the payment to a member of the Board as an employee of the Company where the terms of employment have been approved by a resolution of the Board;
- e. the payment to members of interest on any money borrowed from such members for the purpose of the Company at a rate not exceeding the lowest rate paid for the time being by the Company's principal bank in New South Wales in respect of term deposits of \$50,000.00 for six months;
- f. the payment to members of reasonable market rent for premises leased by any member to the Company.

### ***Winding Up***

- 9. a. If, on the Company's winding up or dissolution, there remains after satisfaction of all its liabilities any property, such property must not be distributed among the members but must be given to some other similar institution or institutions, provided such other institution or institutions:
  - i. have objects similar to the Company's objects;
  - ii. prohibit the distribution of income and property among its or their members to an extent at least as great as is imposed on the Company under clause 8;
  - iii. are exempt from income tax under section 50-5 of the Income Tax Assessment Act 1997 or some equivalent provision; and
- b. Such institution or institutions are to be determined by the members at or before the time of dissolution and, in default, by the Chief Judge in Equity of the Supreme Court of New South Wales or such other Judge of that Court or any other Court as may have or acquire jurisdiction in the matter.
- c. If effect cannot be given to this provision, then such property must be given to some charitable object that prohibits the payment of any income or property to its members.

### ***Membership***

- 10. A member of the Company is a natural person who:
  - a. becomes a member on registration of the Company, [provided that such persons shall only remain members until the conclusion of the next annual general meeting after the adoption of this Constitution unless eligible for membership in accordance with paragraph b]; or
  - b. is a member of the Church and signs and returns to the Secretary a form approved by the Board in which he:
    - i. consents in writing to being a member; and

- ii. signs a commitment to the Company's Objects and to the Statement of Faith.
  - c. is a person elected by and from the parents to be a member of the Board, such person remaining a member until they no longer hold such a position on the Board. [*Added 29.5.13*]
11. As soon as practicable after a person becomes a member, the Secretary must enter the member's name and details in the Register.

### ***Cessation of Membership***

12. Membership ceases on death or on ceasing to be a member of the church.
13. Any member may by notice to the Secretary resign as a member with immediate effect or with effect from a particular date subsequent to, but not being later than six months from, the date of that notice.
14. The Board may by resolution of at least three-quarters of its members expel a member of the Company from the Company if the member:
- a. wilfully refuses or neglects to comply with the provisions of this Constitution; or
  - b. in the Board's opinion ceases:
    - i. to have an active interest in the Company; or
    - ii. to be committed to the Company's Objects and to the Statement of Faith.
15. Before resolving to expel a member, the Board must give the member:
- a. at least one week's notice of the Board meeting at which the resolution for expulsion is to be put and of the intended resolution for expulsion; and
  - b. an opportunity of attending the meeting and of giving at it orally or in writing any explanation or defence which the member may desire to offer.

### ***General Meetings***

16. a. The Board or any three members of the Board may, at any time, convene a general meeting.
- b. The Board must convene in every calendar year a general meeting, to be called the annual general meeting, which is to be held at such time as may be determined by the Board.
- c. A member may requisition, convene, or join in requisitioning or convening a general meeting in accordance with the Corporations Act.

### ***Notice Of General Meetings***

17. a. At least 21 days' notice must be given to members and the auditor of all general meetings.
- b. A notice convening a general meeting must:
  - i. set out the place, date and time for the meeting (and, if the meeting is to be held in 2 or more places, the technology that is to be used to facilitate this); and
  - ii. state the general nature of any special business to be transacted at the meeting.
  - iii. set out the intention to propose a special resolution and state the resolution if a special resolution is to be proposed at the meeting
  - iv. indicate that the member may appoint a proxy.
- c. For the purposes of the preceding paragraph, special business means any business to be transacted at a meeting other than an annual general meeting and any business to be transacted at an annual general meeting other than the matters listed in paragraphs a. to c. inclusive of clause 18.
- d. The Board may postpone or cancel any general meeting whenever it thinks fit, other than a meeting convened under paragraph c. of clause 16.
- e. The Board must give notice as soon as practical of the postponement or cancellation to all members.
- f. The failure or accidental omission to send a notice of a general meeting or the adjournment or postponement or cancellation of a general meeting to any member or the non-receipt of a notice by any member does not invalidate the proceedings at or any resolution passed at the general meeting.

### ***Annual General Meetings***

18. The business of an annual general meeting is to:
  - a. receive and consider the accounts and reports of the Board and the Auditor required by the Corporations Act;
  - b. elect the members of the Board to be elected pursuant to this Constitution;
  - c. when relevant, appoint and fix the remuneration of the Auditor; and
  - d. transact any other business which under this Constitution may be transacted at a general meeting.

### ***Quorum At General Meetings***

19. a. No business may be transacted at a general meeting unless a quorum of members is present, in person or by proxy or representative, when the meeting proceeds to business.
- b. A quorum of members is not fewer than 20% of the members entitled to vote.
- c. If a quorum is not present within 30 minutes after the time appointed for a meeting:
  - i. if the meeting was convened on the requisition of members, it is automatically dissolved; or
  - ii. in any other case:
    - (1) it stands adjourned to the same time and place 7 days after the meeting, or to another day, time and place determined by the Board; and
    - (2) if at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the meeting, a quorum is 2 members.

### ***Chairman Of General Meetings***

20. The Chairman, or in the Chairman's absence, the Deputy Chairman, presides as Chairman at every general meeting. If neither of such officers is present within 10 minutes after the time appointed for the meeting, the members present must choose one of their number as Chairman of the meeting.

### ***Adjournment Of General Meetings***

21. a. The chairman of a meeting at which a quorum is present:
  - i. in his discretion may adjourn a meeting with the meeting's consent; and
  - ii. must adjourn a meeting if the meeting directs him to do so.
- b. An adjourned meeting may take place at a different venue to the initial meeting.
- c. The only business that can be transacted at an adjourned meeting is the unfinished business of the initial meeting.
- d. A resolution passed at a meeting resumed after an adjournment is passed on the day it was passed.

- e. Notice of an adjourned meeting must only be given if a general meeting has been adjourned for one month or more. If notice is required, it must be at least 21 days' notice.
- f. No poll may be demanded on the question of adjournment of a meeting except by the chairman.

### ***Resolutions and Polls at General Meetings***

- 22. a. Subject to the Corporations Act in relation to special resolutions, a resolution is carried if a majority of the votes cast on the resolution are in favour of the resolution.
- b. A resolution put to the vote of a meeting is decided on a show of hands unless a poll is demanded by:
  - i. the chairman; or
  - ii. any three members who have the right to vote at the meeting and who are present in person or by proxy; or
  - iii. members with at least 5% of the votes that may be cast on the resolution on a poll.
- c. A poll may be demanded:
  - i. before a vote on a show of hands takes place;
  - ii. after a vote on a show of hands takes place but before the declaration of the result of the show of hands; or
  - iii. immediately after the declaration of the result of a show of hands.
- d. Unless a poll is demanded:
  - i. a declaration by the chairman that a resolution has been carried or lost; and
  - ii. an entry to that effect in the minutes of the meeting,are conclusive evidence of the fact without proof of the number or proportion of the votes in favour of or against the resolution.
- e. The demand for a poll may be withdrawn.
- f. A poll must be taken at the time and in the manner that the chairman directs.
- g. The result of the poll is the resolution of the meeting at which the poll is demanded.
- h. A poll demanded on the election of the chairman or the adjournment of a meeting must be taken immediately.



- i. After a poll has been demanded at a meeting, the meeting may continue for the transaction of business other than the question on which the poll was demanded.
- 23.
- a. A decision of a general meeting may not be invalidated on the ground that a person voting at the meeting was not entitled to do so.
  - b. A challenge to a right to vote at a general meeting may only be made at the meeting.
  - c. The chairman must determine such challenge and such determination, if made in good faith, is final.

### ***Chairman's Casting Vote at General Meetings***

24. In the case of an equality of votes, the chairman does not have a casting vote.

### ***Right to Vote at General Meetings***

25. Every member has one vote.

### ***Proxies***

26. A member may by notice to the Secretary appoint another person as his proxy to attend and vote at general meetings instead of him and any proxy has the same right as the member to speak at the meeting.
27. The notice must be in a form approved by the Board.
28. The notice must be signed by the appointor or by his attorney.
29. The notice may specify the manner in which the proxy is to vote in respect of a particular resolution. Where it does so, the proxy must not vote in any other way. A proxy may vote as the proxy thinks fit on any motion or resolution in respect of which no manner of voting is indicated.
- 30.
- a. The notice and, if the notice is signed by the appointor's attorney, the authority under which the appointment was signed or a certified copy of the authority must be received by the Company at least 48 hours before the meeting.
  - b. If a Company meeting has been adjourned, a notice and any authority received by the company at least 48 hours before the resumption of the meeting are effective for the resumed part of the meeting.
31. A vote cast in accordance with the notice appointing a proxy is valid even if before the vote was cast the appointor:
- a. died;
  - b. became of unsound mind; or

- c. revoked the proxy or power,

unless notice of the death, unsoundness of mind, or revocation was received before the relevant meeting or adjourned meeting at the office, or at such other place within Australia nominated by the Company in the notice convening the meeting.

### ***Management of the Company***

32. The Company's business is managed by or under the direction of the Board which may exercise all the Company's powers which are not required by this Constitution or any law to be exercised by the Company in general meeting.

### ***Composition of the Board***

33. The Board comprises up to ten persons, including:
- a. between four and six persons elected by the members of the Company from the members of the Church;
  - b. if there is a Pastor of the Church, that Pastor;
  - c. the Principal or Head Teacher of the School; and
  - d. two persons elected by and from the parents.
34. The Board will, at its first meeting following the adoption of this Constitution by the Company:-
- a. choose two of its number from those elected from the membership of the Church (not being the Principal, Pastor or a person elected by and from the parents) to hold office until the close of the next annual general meeting when they must retire from office (but are eligible for election to the Board at that annual general meeting pursuant to paragraph (a) of clause 33). The remaining members of the Board elected from the membership of the Church are to hold office subject to this Constitution until the close of the second annual general meeting following the adoption of the Constitution, when they must retire from office (but are eligible for election to the Board at that annual general meeting pursuant to paragraph (a) of clause 33); and
  - b. choose one of the members elected by and from the parents to hold office until the close of the next annual general meeting when they must retire from office (but are eligible for election to the Board at that annual general meeting pursuant to paragraph (a) of clause 33). The other member of the Board elected from the parents is to hold office subject to this Constitution until the close of the second annual general meeting following the adoption of this Constitution, when they must retire from office (but are eligible for election to the Board at that annual general meeting pursuant to paragraph (a) of clause 33);

35. a. All members of the Board must declare that they subscribe to, and will live consistently with, the Statement of Faith.
- b. With the exception of the Pastor and Principal or Head Teacher no employee of the school or the spouse of an employee is eligible to be a member of the Board unless approved by a resolution of the Company passed by a 75% majority of members present and voting on such resolution.

### ***Alternate to the Pastor***

36. a. The Pastor may appoint a member as an alternate to exercise his powers as a member of the Board for a specified period.
- b. The Pastor may terminate the alternate's appointment at any time.
- c. An appointment or its termination must be in writing. A copy must be given to the Company.
- d. The Company must give the alternate notice of Board meetings.
- e. The Board may require the Pastor to terminate the appointment of the alternate by giving 14 days notice to the Pastor.

### ***Elected Board Members***

37. A person is not eligible for election as a member of the Board unless the person or some other member has, at least 28 days before the meeting at which the election is to take place, left at the office a notice (endorsed with the person's consent) proposing the person for appointment as a member of the Board. If a person is recommended by the Board for election, such notice is not required.
38. At each annual general meeting, the members must elect at least two persons as members of the Board to hold office subject to this Constitution until the close of the second annual general meeting following the meeting at which they are elected when they must retire from office but are eligible for re-election ~~on no more than two further consecutive occasions.~~ *[Deleted 29.5.13]*
39. Before each annual general meeting, the parents must elect one person from among the parents as a member of the Board to hold office subject to this Constitution from the close of the annual general meeting immediately following the election until the close of the second annual general meeting following that meeting when he must retire from office but is eligible for re-election on no more than two further consecutive occasions. The Board is to determine the procedure for the election of Board members by parents.
40. ~~A person is eligible for election or appointment to the Board if, despite having served three consecutive terms of office, he is elected or appointed at least six months after the end of his last term of office.~~ *[Deleted 29.5.13]*

### ***Casual Vacancies on the Board***

41. Any casual vacancy among the members of the Board elected by the members or by the parents must be filled by the Board appointing a person from among the members or the parents as the case may be. A member of the Board appointed in this way holds office for the remainder of the term of office of the person he is replacing at which time he must retire from office but is eligible for re-election ~~on no more than two further occasions.~~ [*Deleted 29.5.23*]
42. The Board may act even if there are vacancies on the Board.
43. If at any time the number of members of the Board in office is fewer than four, the Board may meet and act only:
  - a. to appoint a member of the Board; or
  - b. to convene a general meeting.

### ***Defects in Appointment***

44. If it is discovered that:
  - a. there was a defect in the appointment of a person as a member of the Board or as a member of a Board committee; or
  - b. a person appointed to one of those positions was disqualified;

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

### ***Remuneration of Board Members***

45. The members of the Board may be paid all travelling and other expenses properly incurred by them in attending and returning from Board meetings or any committee meetings or General Meetings or otherwise in connection with the Company's business.

### ***Chairman of the Board***

46. At the first Board meeting after each Annual General meeting the Board must elect one of its members as Chairman. No employee of the School is eligible to be appointed as Chairman. No spouse of any of the Principal, Deputy Principal, Head of any section of the School, Head Teacher or Business Manager is eligible to be appointed as Chairman. If the Chairman ceases to be a member of the Board, or becomes the spouse of anyone holding a position within the School as outlined in this clause, then, without more, that person will thereupon cease to be Chairman. [*Amended 29.5.19*]

47. Any casual vacancy occurring in the office of Chairman must be filled by the Board. The newly elected person holds office for the remainder of the term of office of the former Chairman but is eligible for re-election.

### ***Deputy Chairman***

48. The Board may elect one of its members as Deputy Chairman. If the Deputy Chairman ceases to be a member of the Board, that person must immediately vacate the office of Deputy Chairman.
49. Any casual vacancy occurring in the office of Deputy Chairman may be filled by the Board. The newly elected person holds office for the remainder of the term of office of the former Deputy Chairman but is eligible for re-election.

### ***Secretary***

50. The Board must appoint a Secretary for such term, at such remuneration (if any) and upon such conditions as it thinks fit. The Secretary need not be a member of the Board.
51. The Secretary may be removed by the Board.

### ***Treasurer***

52. The Board must appoint a Treasurer for such term, at such remuneration (if any) and upon such conditions as it thinks fit. The Treasurer need not be a member of the Board.
53. The Treasurer may be removed by the Board.

### ***Vacation of Office of Board Member***

54. The office of a member of the Board is vacated if he:
- a. dies; or
  - b. resigns by notice to the Company; or
  - c. becomes bankrupt or makes any general arrangement or composition with his creditors; or
  - d. 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; or
  - e. is absent from meetings of the Board for a three month period commencing on the date of the first absence without the prior permission of the Board; or
  - f. if elected by the parents, ceases to be a parent; or
  - g. ceases to subscribe without reservation to the Statement of Faith; or

- h. is found guilty of any offence punishable under the criminal or company law of any country or the law of any country relating to charities or trusts; or
- i. is found by a 75% majority of the Board to have made statements or conducted himself in such a way as to discredit or bring into disrepute either himself, the Company, or any member of the Company, or the School;
- j. is removed by the members of the Company in accordance with the Corporations Act; or
- k. otherwise ceases to be, or becomes prohibited from being, a member of the Board by virtue of the Corporations Act.

### ***Confidentiality Obligations***

- 55. Every member of the Board and other agent or officer of the Company must keep secret all aspects of all transactions of the Company, except:
  - a. to the extent necessary to enable the person to perform his duties to the Company;
  - b. as required by law;
  - c. when requested to disclose information by the Board to the Auditor or a general meeting of the Company;
  - d. as otherwise permitted by the Board.

### ***Proceedings of the Board***

- 56. The Board may meet together for the dispatch of business, adjourn or otherwise regulate its meetings and proceedings as it thinks fit.
- 57.
  - a. A Board meeting may be held by the members of the Board communicating with each other by any technological means by which they are able simultaneously to hear each other and to participate in discussion.
  - b. The members of the Board need not all be physically present in the same place for a Board meeting to be held.
  - c. A member of the Board who participates in a meeting held in accordance with this clause is deemed to be present and entitled to vote at the meeting.

### ***Board Quorum***

- 58. The quorum necessary for the transaction of the business of the Board is four provided those four include at least two persons elected by the members.

### ***Chairman of Board Meetings***

59. The Chairman or, in his absence, the Deputy Chairman (if any) must take the chair at all Board meetings. If at any meeting neither of such officers is present within 10 minutes after the time appointed for holding the meeting, the members of the Board present must choose one of their number to be chairman of the meeting.

### ***Voting at Board Meetings***

60. Questions arising at a Board meeting are decided by a majority of the votes of the members of the Board present and voting. In case of an equality of votes, the Chairman of the meeting does not have a casting vote in addition to his deliberative vote.

### ***Convening of Special Board Meetings***

61. Upon the written requisition of any two members of the Board, the Chairman, or Deputy Chairman, or in their absence the Secretary, must convene a special meeting of Board to be held within 14 days after the receipt of the requisition. The requisition must set out the purposes for which the meeting is required.

### ***Board Resolutions without Meetings***

62. a. If all the members of the Board who are eligible to vote on a resolution have signed a document containing a statement that they are in favour of a resolution in terms set out in the document, then a resolution in those terms is deemed to have been passed at a Board meeting held on the day on which the document was last signed by a member of the Board.
- b. For the purposes of paragraph a., two or more identical documents, each of which is signed by one or more members of the Board, together constitute one document signed by those members on the days on which they signed the separate documents.
- c. Any document referred to in this clause may be in the form of electronic mail, a telex or facsimile transmission.
- d. The minutes of Board meetings must record that a meeting was held in accordance with this clause.
- e. This clause applies to meetings of Board committees as if all members of the committee were members of the Board.

### ***Material Personal Interests***

63. a. Unless permitted by the Corporations Act, a member of the Board who has a material personal interest in a matter that is to be considered at a Board meeting:

- i. must not vote on the matter or be present while the matter is being considered at the meeting; and
  - ii. must not be counted in a quorum in relation to that matter.
- b. Paragraph a. does not apply to an interest that the member of the Board has as a member of the Company in common with the other members of the Company.
- c. The quorum for consideration at a Board meeting of a matter in which one or more members of the Board have a material personal interest is three members of the Board who are entitled to vote on any motion that may be moved at the meeting in relation to that matter.
- d. Each member of the Board must disclose to the Company any material contract in which he is interested, and must provide the Company with the names of the parties to the contract, particulars of the contract, and his interest in the contract.
- e. A member of the Board's failure to make disclosure under this clause does not render void or voidable a contract in which he has an interest.

### **Minutes**

64. a. The Board must cause minutes to be made of:
- i. the names of the members of the Board present at all general meetings, Board meetings and meetings of Board committees;
  - ii. all proceedings of general meetings, Board meetings and meetings of Board committees;
  - iii. all appointments of officers;
  - iv. all orders made by the Board and Board committees; and
  - v. all disclosures of interests made pursuant to clause 63.
- b. Minutes must be signed by the chairman of the meeting or by the chairman of the next meeting of the relevant body and if so signed are as between the members conclusive evidence of the matters stated in such minutes.

### **Committees**

65. The Board may delegate any of its powers to committees consisting of such persons as it thinks fit and may revoke such delegation. Any committee so formed must conform to any rules imposed upon it by the Board. The meetings and proceedings of any such committee consisting of two or more members are governed by the clauses of this Constitution for regulating the meetings and proceedings of Board so far as the same are applicable and are not superseded by any rule made by the Board under this clause.



### **School Staff**

66. The Board is to appoint a Principal or Head Teacher, who must be endorsed by the Eldership of the Church and such other permanent staff as may from time to time be required. These appointments are to be in accordance with relevant laws and regulations, and for such terms at such remuneration and upon such conditions, in accordance with the law, as it thinks fit.
- a. ~~Any person appointed to the position of Principal or Head Teacher is to become a member of Nowra Baptist Church. [Deleted 29.5.13]~~
- a. Any person appointed to the position of Principal or Head Teacher must, at the time of the person's appointment, meet the requirements for the head of an organisation of Nowra Baptist Church, as stipulated in the Constitution of that Church. [Added 29.5.13]
67. The Principal or Head Teacher and any other person appointed to work in the School must declare that they subscribe to, and will live consistently with, the Statement of Faith.

### **Supporting Organisations**

68. The Board must give prior written approval to:
- a. the establishment of organisations to assist the School ("supporting organisations");
- b. the constitution of any supporting organisation;
- c. the employment of staff by a supporting organisation.
69. The Board may disband any supporting organisation.
70. The Board is to call the initial meeting of the School's Parents' and Friends' organisation and establish the organisation with its constitution.

### **Seal**

71. The Board must provide for the safe custody of the Seal. Subject to clause 72, the Seal must not be used without the authority of the Board and in the presence of at least one member of the Board who must sign every document to which the Seal is affixed and every such document must be countersigned by one other member of the Board or the Secretary or some other person appointed by the Board.
72. Where as a matter of urgency a document is required to be under the Seal, the Chairman or Deputy Chairman may direct the Secretary to affix the Seal to that document and at the first opportunity the Secretary must report to the Board the action taken.

## **Accounts**

73.
  - a. The Board must cause the Company to keep accounts of the Company's business in accordance with the Corporations Act.
  - b. The Board must cause the accounts of the Company to be:
    - i. audited; and
    - ii. laid before the annual general meeting of the Company in accordance with the Corporations Act.
74. A copy of the accounts must be sent to all persons entitled to be sent notices of general meetings together with the notice of the annual general meeting, as required by the Corporations Act.
75. The accounts when audited and approved by a general meeting are conclusive except as regards any material error discovered in them within 6 months next after their approval. Whenever any material error is discovered within that period, the accounts must immediately be corrected and then they are conclusive.

## **Notices**

76. Notices must be in writing.
77. A notice may be served by the Company on a member by any of the following methods:
  - a. by serving it personally on the member;
  - b. by leaving it at the registered address;
  - c. by sending it by post in a prepaid letter, envelope or wrapper addressed to the member at the registered address;
  - d. by sending it by facsimile transmission to a facsimile number nominated by the member for the purpose of serving notices on the member; or
  - e. by sending it by electronic mail to an electronic mail address nominated by the member for the purpose of serving notices on the member.
78. Each member whose registered address is not in Australia may notify the Company of an address in Australia which is deemed to be that member's registered address for the purpose of serving notice.
79. Any notice sent by post, air-mail or air courier is deemed to have been served on the day following that on which the letter, envelope or wrapper containing the notice is posted or delivered to the air courier. In proving service, it is sufficient to prove that the letter, envelope or wrapper containing the notice was properly addressed and put into the post office or other public postal receptacle or

delivered to the air courier. A certificate in writing signed by any officer of the Company that the letter, envelope or wrapper containing the notice was so addressed and posted is conclusive.

80. Any notice sent by facsimile transmission or electronic mail is deemed to have been served on receipt by the Company of a transmission report by the machine from which the facsimile or electronic transmission was sent which indicates that the facsimile or electronic mail was sent in its entirety to the facsimile number or electronic mail address of the addressee.
81. Any notice sent by post to or left at the registered address is deemed to have been properly served even if the member is then dead or bankrupt and whether or not the Company has notice of the death or bankruptcy.
82. The signature to any notice given by the Company may be written or printed or a facsimile of the signature may be affixed by mechanical or other means.
83. Where a period of notice is required to be given, the day on which the notice is served and the day of doing the act or other thing is not included in the number of days or other period.

### ***Indemnity***

84. To the extent permitted by law, the Company indemnifies every officer of the Company against any liability incurred by that person:
  - a. in his capacity as officer of the Company; and
  - b. to a person other than the Company or a related body corporate of the Companyunless the liability arises out of conduct on the part of the officer which involves a lack of good faith.
85. The Company indemnifies every officer of the Company against any liability for costs and expenses incurred by the person in his capacity as officer of the Company:
  - a. in defending any proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted; or
  - b. in connection with an application, in relation to such proceedings, in which the Court grants relief to the person under the Corporations Act.
86. The Company may pay a premium in respect of a contract insuring a person who is or has been an officer of the Company against a liability incurred by the person as an officer of the Company except in circumstances prohibited by the Corporations Act.

***Alteration of Constitution***

87. No addition, alteration or omission may be made to or from this Constitution unless the same are approved by special resolution of the members of the Company and such resolution is passed by:
- a. at least 50% of the total membership at the time in respect of the clauses two (2), three (3) or eighty-seven (87) of this Constitution relating to the Objects, Statement of Faith and Alteration of the Constitution of the Company; or
  - b. at least 15% of the total membership at the time in respect of all other clauses.