



Russell Kennedy
Lawyers

THE KNOX SCHOOL LIMITED

ACN 095 158 222

ABN 16 095 158 222

Adopted at the annual general meeting held on 26 May 2022 and as further amended at the special general meeting held on 4 December 2023

CONSTITUTION

A public company limited by guarantee under the *Corporations Act 2001* (Cth)

A registered school under *Education Training and Reform Act 2006* (Vic)

A registered charity with Australian Charities and Not-for-profits Commission

Russell Kennedy Pty Ltd ACN 126 792 470 ABN 14 940 129 185
Level 12, 469 La Trobe Street, Melbourne VIC 3000 Australia PO Box 5146, Melbourne VIC 3001 Australia
T +61 3 9609 1555 F +61 3 9609 1600 info@rk.com.au russellkennedy.com.au

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TABLE OF CONTENTS

1	PURPOSE OF THE COMPANY	1
2	NOT-FOR-PROFIT & CHARITABLE NATURE OF THE COMPANY	1
2.1	Powers	1
2.2	Income applied for the Purpose.....	2
2.3	Permitted payments to Members.....	2
2.4	Winding up	2
2.5	Eligible recipients	2
2.6	Selection of eligible recipients	2
3	MEMBERSHIP	3
3.1	Limited liability of Members / guarantee	3
3.2	Classes of Members and eligibility	3
3.3	Member rights and obligations	3
3.4	Rights not transferrable	4
3.5	Membership period	4
3.6	No membership fees	4
3.7	Register of Members, including closure of register	4
3.8	Change of Member details	4
4	BECOMING AND CEASING TO BE A MEMBER	4
4.1	Admission of Members.....	4
4.2	Resignation of Members	4
4.3	Ceasing to be a Member	5
4.4	Disciplining Members	5
5	GENERAL MEETINGS	5
5.1	Convening an annual general meeting	5
5.2	Convening a special general meeting.....	6
5.3	Notice of meeting	6
5.4	Postponement.....	7
5.5	Quorum	7
5.6	Meeting chair	7
5.7	Adjournment.....	8
5.8	Voting – show of hands / poll.....	8
5.9	Proxies	9
5.10	Use of technology	9
5.11	Circular resolution	9
6	BOARD	9
6.1	Structure of Board / Number of Directors.....	9
6.2	Election of Directors	10
6.3	Eligibility to be a Director	10
6.4	Limits on period of office as a Director	10
6.5	Term of office of Directors	11
6.6	Casual vacancies	11
6.7	Office bearers	11
6.8	Resignation of Directors	11

6.9	Ceasing to be a Director.....	11
6.10	Director remuneration and reimbursement.....	12
7	BOARD POWERS	12
7.1	Management vests in Board.....	12
7.2	Power to delegate	13
7.3	Power to appoint Principal.....	13
7.4	Power to appoint Company Secretary	13
7.5	Power to make Regulations.....	13
8	BOARD MEETINGS.....	14
8.1	Number of meetings.....	14
8.2	Convening meetings	14
8.3	Notice of meeting	14
8.4	Quorum.....	14
8.5	Meeting chair	14
8.6	Voting.....	14
8.7	Use of technology	15
8.8	Circulating resolutions	15
8.9	Conflicts and personal interests	15
8.10	Minutes	15
8.11	Validity of acts / procedural defects.....	15
9	SUB-COMMITTEES.....	16
9.1	Board's power to establish sub-committees	16
10	ADMINISTRATION	16
10.1	Change of name.....	16
10.2	Amendment of Constitution	16
10.3	Accounts	16
10.4	Audits.....	16
10.5	Records and inspection.....	17
10.6	Service of notices.....	17
10.7	Indemnity of officers	17
10.8	Insurance	17
10.9	Seal.....	18
10.10	Definitions	18
10.11	Interpretation rules	20
10.12	Interpretation subject to Relevant Laws.....	20

THE KNOX SCHOOL LIMITED

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CONSTITUTION

1 PURPOSE OF THE COMPANY

The Company was established on 15 January 2001 to acquire all the land, buildings, assets, contracts, rights, titles, entitlements, liabilities and obligations and the general enterprise of The Knox School (Registered School No 1841), as an ongoing concern, and to operate and conduct The Knox School.

The Company is a not-for-profit and charitable institution established and operated in Australia solely to advance education as a registered independent co-educational school from early learning centre (ELC) to Year 12 by:

- 1.1 providing well-rounded education services for Students through the provision of liberal, scientific and general teaching, co-curricular and pastoral care programs;
- 1.2 promoting the learning and wellbeing of each Student, so they thrive and contribute in a complex and changing world;
- 1.3 engaging and developing Staff to provide high quality teaching for Students; and
- 1.4 building a strong and vibrant School community that supports Students, Staff and their families, (collectively, the **Purpose**).

2 NOT-FOR-PROFIT & CHARITABLE NATURE OF THE COMPANY

2.1 Powers

2.1.1 Solely to carry out the Purpose and subject to clause 2.1.2, the Company:

- (a) has all the powers of an individual and a company limited by guarantee under the Corporations Act;
- (b) has the power to operate:
 - (1) an ELC connected with the School which may serve as a feeder for future enrolments to the School; and
 - (2) a school boarding premises to serve as accommodation for students of the School; and
- (c) without limiting clause 2.1.1(a), has the power to:
 - (1) establish, support, and assist associations, auxiliaries, institutions, funds and trusts to support and develop the School's students, employees and parents;
 - (2) found and endow scholarships, bursaries and exhibitions within the School or its affiliates to benefit the School's students; and
 - (3) establish and maintain branches, subsidiaries, foundations, trusts, funds, joint ventures, partnerships, associations or other entities within and outside Australia to support and further the Purposes, including

without limitation The Knox School Building Fund and The Knox School Scholarship Fund, and any other building funds and library funds.

- 2.1.2 The Company must not enter into any prohibited agreement or arrangement as defined in the Relevant Laws.

2.2 **Income applied for the Purpose**

The Company's income and property:

- 2.2.1 must be applied solely towards the Purpose; and
- 2.2.2 must not be paid or given to a Member, directly or indirectly, by way of dividend, bonus or otherwise.

2.3 **Permitted payments to Members**

Subject to 2.1.2, the Company may pay a Member in good faith with prior Board approval up to a fair and reasonable amount for:

- 2.3.1 expenses properly incurred for the Company;
- 2.3.2 goods or services supplied to the Company;
- 2.3.3 interest on money lent to the Company; or
- 2.3.4 rent for premises let to the Company.

2.4 **Winding up**

The Company's surplus assets, after satisfying all liabilities on wind up or dissolution:

- 2.4.1 must not be paid or given to current or former Members; and
- 2.4.2 must be paid to eligible recipients selected under clauses 2.5 and 2.6.

2.5 **Eligible recipients**

A fund, authority or institution is eligible to receive any surplus under clause 2.4.2 if it:

- 2.5.1 has not-for-profit and charitable purposes similar to the Purpose;
- 2.5.2 prohibits its income and property from being paid to members on at least the terms of this clause 2;
- 2.5.3 is a charity registered with the sub-type of advancing education under Relevant Laws if the Company had been; and
- 2.5.4 is a registered not-for-profit school under the Relevant Laws if the Company had been; and
- 2.5.5 is income tax exempt under Commonwealth taxation Laws if the Company had been.

2.6 **Selection of eligible recipients**

Eligible recipients to receive any surplus referred to in clause 2.5 must be selected:

- 2.6.1 by Member special resolution;
- 2.6.2 failing clause 2.6.1, by Board resolution; and
- 2.6.3 failing clause 2.6.2, by application to the Supreme Court in Victoria.

3 MEMBERSHIP

3.1 Limited liability of Members / guarantee

- 3.1.1 A Member's liability is limited to the guaranteed amount in clause 3.1.2.
- 3.1.2 If the Company is wound up, each Member and former Member in the previous year must contribute up to fifty dollars (\$50) towards:
- (a) the Company's liabilities contracted before the person ceased to be a Member; and
 - (b) costs, charges and expenses to wind up and adjust the rights of the contributories among themselves.

3.2 Classes of Members and eligibility

The Members of the Company comprise the number of Members and classes with the eligibility and rights set out in the table below and such other voting or non-voting classes of membership whose rights, benefits, privileges, entitlements, obligations, liabilities, eligibility and status will be determined by the Board.

Class	Number of Members	Eligibility	Rights (see also clause 3.3)
Subscriber	Three (3)	The original subscribers upon incorporation of the Company.	Voting
Board Elected Member	Up to six (6)	Must be elected by an ordinary resolution of the Board.	Voting
Parent Elected Member	Up to two (2)	Must be elected by the Parents. Must be a Parent of a Student.	Voting
Alumni Elected Member	Up to two (2)	Must be elected by the Alumni Association. Must be an alumnus of the School.	Voting
Staff Elected Member	One (1)	Must be elected by the Staff. Must be a member of the School Staff.	Voting

3.3 Member rights and obligations

- 3.3.1 The term of membership for Board Elected Members, Parent Elected Members, Alumni Elected Members and Staff Elected Members is three (3) years, but if the member is still eligible, they are entitled to stand for re-election pursuant to clause 4.1.
- 3.3.2 Voting Members have the right to receive notice of, participate in the requisition of, attend, speak at, vote at and join in the demand for a poll at general meetings.
- 3.3.3 Non-voting Members (if any) have the right to receive notice of and attend the annual general meeting, but may not participate in the requisition of, speak at, vote at or join in the demand for a poll at that meeting.

- 3.3.4 Members have the right to appoint a Representative to exercise all the Member's rights.

3.4 **Rights not transferrable**

A person's membership rights and privileges:

- 3.4.1 apply only whilst the person is a Member; and
3.4.2 are personal and may not be transferred or transmitted.

3.5 **Membership period**

- 3.5.1 The membership period is three years, commencing on the date determined by the Board.
3.5.2 The Board may determine how and when membership is renewed.

3.6 **No membership fees**

No fees are payable to the Company in order to apply for, be admitted or continue as a Member.

3.7 **Register of Members, including closure of register**

- 3.7.1 The Company must maintain a register of Members in accordance with the Corporations Act which contains the name, addresses for notices and membership start/end dates for current and recent former Members.
3.7.2 The Company may maintain a database of other Member details which is separate to the register of Members.

3.8 **Change of Member details**

A Member must notify the Company if the Member's addresses for notices change within 28 days of the change.

4 **BECOMING AND CEASING TO BE A MEMBER**

4.1 **Admission of Members**

- 4.1.1 The Board must, unless the Board is aware that the person has engaged in Terminable Conduct, admit a person as Member upon certification by the Returning Officer that the Member has been appropriately elected in accordance with any requirements for that class of Member specified in the Regulations for that class.
4.1.2 Successful applicants become Members when added to the register of Members.

4.2 **Resignation of Members**

- 4.2.1 A person may resign as Member by written notice to the Company.
4.2.2 The resignation takes effect when the Company receives the Member's notice or on a later date specified in the notice.

4.3 **Ceasing to be a Member**

A person automatically ceases to be a Member if the person:

- 4.3.1 ceases to be eligible to represent the class of members to which they have been elected;
- 4.3.2 is removed by the body which elected the member to that class pursuant to clause 4.1.1 and any Regulations;
- 4.3.3 has a debt to the Company which remains unpaid for one year or more;
- 4.3.4 ceases to be eligible to be a Member in the relevant class;
- 4.3.5 becomes untraceable for three (3) months because the Member cannot be contacted using the address on the register of Members;
- 4.3.6 dies or, in the case of a body corporate, is wound up or deregistered;
- 4.3.7 is convicted of any indictable offence;
- 4.3.8 becomes bankrupt, or makes any arrangement or composition with the Member's creditors generally; or
- 4.3.9 becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health.

4.4 **Disciplining Members**

The Board may warn, fine, censure, suspend or expel a Member if the Member:

- 4.4.1 engages in Terminable Conduct, subject to:
 - (a) the decision being made by two-thirds majority of all Directors whether they are all present and voting;
 - (b) the Member being afforded a reasonable opportunity to respond, in accordance with any Regulations, to the Board's allegations; and
 - (c) the Member's appeal rights (if any) set out in the Regulations;
- 4.4.2 refuses or neglects to comply with the provisions of this Constitution or the Regulations;
- 4.4.3 is found guilty by a court of an indictable offence; or
- 4.4.4 has a debt to the Company which remains unpaid for six months or more.

5 **GENERAL MEETINGS**

5.1 **Convening an annual general meeting**

- 5.1.1 The Board must convene an annual general meeting to be held at least once every year. The requirements for convening an annual general meeting may otherwise be set out in the Corporations Act or Relevant Laws.

- 5.1.2 The business of an annual general meeting is to:
- (a) consider the Board's, financial and auditor's report;
 - (b) declare the Director election results;
 - (c) determine and approve the reasonable remuneration of Directors in accordance with clause 6.10;
 - (d) appoint an auditor if that office is or will become vacant;
 - (e) consider any other matter required by the Corporations Act or Relevant Laws; and
 - (f) consider any special business, the general nature of which is specified in the notice of meeting.

5.2 **Convening a special general meeting**

- 5.2.1 General meetings other than annual general meetings are called special general meetings.
- 5.2.2 The Board must convene and hold special general meetings of the Members if required by the Corporations Act or Relevant Laws.
- 5.2.3 The Board or a Director may convene special general meetings of the Members.
- 5.2.4 The notice of special general meeting must specify the general nature of special business, unless the Corporations Act or Relevant Laws require otherwise.

5.3 **Notice of meeting**

- 5.3.1 At least 21 days' notice of any general meeting must be given specifying the meeting's place, date and time, unless the Corporations Act or Relevant Laws require or permit some other period of notice.
- 5.3.2 Notice of every general meeting must be given in writing in accordance with clause 10.6 to:
- (a) every Director;
 - (b) every Member entitled to attend who has supplied an address for notices to the Company; and
 - (c) the Company's auditor.
- 5.3.3 No other person is entitled to receive notices of general meetings.
- 5.3.4 A general meeting and any resolution passed at the meeting is not invalid merely because of:
- (a) the accidental omission to give notice of the meeting; or
 - (b) the non-receipt of any such notice.

5.4 Postponement

5.4.1 The Board may postpone, relocate or cancel a general meeting which it convened by giving at least 5 days' notice to the Members.

5.4.2 Clause 5.4.1 does not apply to a meeting:

- (a) requisitioned by Members or convened by the Members;
- (b) convened by individual Directors under clause 5.2.3; or
- (c) required by court order.

5.5 Quorum

5.5.1 A general meeting may not transact business unless a quorum is present when the meeting proceeds to business.

5.5.2 The quorum for general meetings is more than one-half of voting Members present in person or by Representative, provided that there are at least two (2) classes of membership in attendance.

5.5.3 If a quorum is not present within 30 minutes of the time scheduled to start the general meeting:

- (a) the meeting, if requisitioned by Members, is dissolved; and
- (b) in any other case, the meeting is adjourned to such other place, date and time as the Board determines and notifies to Members (if required to do so by clause 5.7).

5.5.4 If a quorum is not present within 30 minutes of the time scheduled to start the adjourned general meeting, two Members present in person or by proxy shall constitute a quorum but shall only be able to transact the ordinary business of a general meeting.

5.6 Meeting chair

5.6.1 The Chair may chair a general meeting.

5.6.2 If the Chair is not present and willing to act:

- (a) the Directors present may choose one of their number to chair the meeting; and
- (b) if no Director is present, or if all the Directors present decline to chair, the Members present must choose one of their number to chair.

5.6.3 In addition to powers conferred by law, the meeting chair may:

- (a) determine the meeting's conduct and procedures to ensure proper and orderly discussion or debate;
- (b) make rulings without putting a question to the vote, or terminate discussion or debate and require that matter to be put to a vote;
- (c) refuse to allow debate or discussion on any matter which is not ordinary or special business; and

- (d) refuse any person admission to a general meeting (including for causing offence or disruption), or expel the person from the general meeting and not permit them to return.

5.6.4 All procedural decisions by the meeting chair are final.

5.7 **Adjournment**

5.7.1 The meeting chair:

- (a) may, with the consent of any general meeting at which a quorum is present; and

- (b) must, if so directed by the meeting,

adjourn the meeting to some other time or place.

5.7.2 The adjourned meeting may only transact unfinished business from the original meeting.

5.7.3 If a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as required for the original meeting. It is not otherwise necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

5.8 **Voting – show of hands / poll**

5.8.1 By default, resolutions at general meetings must be voted on by a show of hands.

5.8.2 The meeting chair has a second or casting vote.

5.8.3 The meeting chair must declare whether resolutions were carried, carried unanimously, carried by particular majority or lost. These voting results must be minuted.

5.8.4 The minutes of the voting results are conclusive without the need to record the number or proportion of, or manner in which votes were cast.

5.8.5 A poll may be demanded by the meeting chair, or:

- (a) at least three Members present in person or by proxy and entitled to vote; or
- (b) a member or members present in person or by proxy who are together entitled to not less than ten (10) percent of the total voting rights of all the members having the right to vote at the meeting;

whichever is greater.

5.8.6 A demand for a poll must be made on or before the result being declared, and may be withdrawn.

5.8.7 A poll to elect a meeting chair or adjourn the meeting must be taken immediately. Polls must otherwise be taken at that meeting in the manner directed by the meeting chair.

5.8.8 The meeting chair must decide all voting disputes, and that decision is final.

5.9 Proxies

- 5.9.1 A Member may appoint a proxy to act on the Member's behalf at any general meeting at which that Member may attend and vote.
- 5.9.2 A proxy must be a Member.
- 5.9.3 For the instrument appointing a proxy to be valid, it must be:
- (a) in writing and signed by the appointor;
 - (b) in the form complying with the Corporations Act or some other Board approved form; and
 - (c) lodged with the Company at least 48 hours before the time for holding the meeting or adjourned meeting.
- 5.9.4 A vote given according to the proxy instrument is valid despite:
- (a) the death, or unsoundness of mind, of the appointor; or
 - (b) revocation of the instrument or of the authority under which the instrument was executed,
- if no knowledge in writing of that fact was received by the Company before commencing the meeting or adjourned meeting at which the instrument is used.

5.10 Use of technology

General meetings may be held at more than one place, provided that the technology that is used enables each Member present at all places the meeting is held to clearly and simultaneously communicate with every other such Member.

5.11 Circular resolution

- 5.11.1 The Board may if it thinks fit submit any question or resolution to the vote of all Members entitled to a vote at a general meeting by circular resolution, unless the Corporations Act or Relevant Laws require a general meeting.
- 5.11.2 The Board may determine in the Regulations:
- (a) the form of the circular resolution;
 - (b) the polling date;
 - (c) the method for responding to the circular resolution; and
 - (d) whether voting on the circular resolution is to be by secret ballot.
- 5.11.3 A resolution approved by a majority or specific majority of the Members has the same force and effect as such a resolution passed in a general meeting

6 BOARD

6.1 Structure of Board / Number of Directors

The Board will comprise between five (5) and nine (9) Directors.

6.2 Election of Directors

- 6.2.1 Subject to this Constitution, the Board must determine any other procedures or matters in relation to the selection process to elect Directors and may make Regulations for that purpose.
- 6.2.2 Nominations of candidates for election as a Director must be signed by the candidate, contain a consent to act as a Director signed by the candidate, and must be received at least 45 days before the annual general meeting.
- 6.2.3 Before each annual general meeting, the Board must convene to consider and approve nominations of prospective candidates for election. The Board may approve a nomination if satisfied that the prospective candidate is eligible under the Constitution to be a Director, and satisfies the requirements under the Board's skills-matrix. Where there are multiple nominations, the Board may also make recommendations to the Members on the basis of a prospective candidate's desirable skills, background and experience.
- 6.2.4 For candidates who have been approved by the Board under clause 6.2.3, balloting lists must be printed containing candidate names in alphabetical order, and noting whether the candidate has been recommended, and sent to each Member with the notice of annual general meeting.
- 6.2.5 The Members must consider candidates to be elected as Directors on the basis of the Board's recommendations as to their desirable or necessary skills, background and expertise (including, without limitation, to complement the skills, background and expertise of any current Directors) for the effective operation of the Board.
- 6.2.6 Vacancies (from longest to shortest term of office) will be filled by candidates with the most votes according to the election system previously approved by the Board.
- 6.2.7 The Returning Officer must declare the election result at the annual general meeting.

6.3 Eligibility to be a Director

A person is eligible to become a Director if the person:

- 6.3.1 is over the age of 18 years;
- 6.3.2 consents in writing to become a Director; and
- 6.3.3 is not prohibited, disqualified or otherwise prevented from being a Director under the Corporations Act or Relevant Laws.

6.4 Limits on period of office as a Director

- 6.4.1 If a Director has served 9 Years or more continuously, then the Director may finish serving their current term of office but does not become eligible to be elected or appointed (whether or not to a casual vacancy) until they have not been a Director for a subsequent continuous period of 3 Years.
- 6.4.2 Clause 6.4.1 does not apply to the extent that the Board endorse a particular Director for a longer term than 9 Years to reflect exceptional service or the School's ongoing requirements for the Director's desirable or necessary skills, background and expertise (including, without limitation, to complement the skills, background and expertise of any current Directors) for the effective operation of the Board.

6.4.3 Clause 6.4.1 only applies to service as a Director of the Company (or its predecessor organisations) from 31 May 2022. Service prior to that date will be disregarded.

6.5 **Term of office of Directors**

A Director holds office for a term of three Years:

6.5.1 commencing immediately after the annual general meeting at which the Director's election was declared;

6.5.2 concluding at the end of the third annual general meeting after the one at which the Director was declared elected.

6.6 **Casual vacancies**

6.6.1 If a casual vacancy occurs for any Director office, the Board may appoint another eligible person in that Director's office until the end of the next annual general meeting. The Members must then elect a person to fill the Director's office in accordance with clause 6.2. The person elected will serve only for the balance of the term of the original Director.

6.6.2 The Board may continue to act despite vacancies on the Board. However, if there are less than five (5) Directors, the Board may only:

- (a) act in the case of emergencies;
- (b) appoint persons to fill casual vacancies; or
- (c) convene a general meeting.

6.7 **Office bearers**

The Board may elect and remove the following office bearers from the Directors:

6.7.1 Chair; and

6.7.2 such other office bearers with titles determined from time to time by the Board.

6.8 **Resignation of Directors**

6.8.1 A Director may resign as Director by written notice to the Company.

6.8.2 The resignation takes effect when the Company receives the Director's notice or on a later date specified in the notice.

6.9 **Ceasing to be a Director**

6.9.1 The Members may remove any Director in accordance with the Corporations Act.

6.9.2 A directorship automatically ceases if the Director:

- (a) dies or is physically incapable of fulfilling their duties as a Director;
- (b) becomes disqualified from being a Director pursuant to the Corporations Act or Relevant Laws;

- (c) is no longer fit and proper to remain a responsible person of the School under Relevant Laws;
- (d) for more than three (3) months and at least two (2) consecutive scheduled Board meetings is absent without Board permission from Board meetings held during that period;
- (e) becomes a bankrupt or makes any arrangement or composition with personal creditors generally; or
- (f) 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.

6.10 Director remuneration and reimbursement

- 6.10.1 The Directors may be paid reasonable remuneration for undertaking the ordinary duties of a Director.
- 6.10.2 Despite clause 2, the reasonable remuneration (if any) of the Directors is from time to time determined by the Members in general meeting and that remuneration is deemed to accrue from day to day.
- 6.10.3 Despite clause 2, the Directors may be reimbursed for reasonable travel and other expenses incurred by them when engaged in the Company's business, attending meetings or otherwise in carrying out the duties of a Director where payment does not exceed any amount previously approved by the Board.
- 6.10.4 Despite clause 2, the Directors may be paid for any service rendered to the Company in a professional or technical capacity outside the scope of the Director's ordinary duties where:
 - (a) the service and amount payable is on reasonable and proper terms;
 - (b) the payment is not contrary to a Relevant Law; and
 - (c) the provision of that service has the Board's prior approval.
- 6.10.5 A Director who has a material personal interest in a resolution relating to Director remuneration and reimbursement being considered by the Members in general meeting must not be present whilst the matter is being considered and must not vote as a Member on the matter.

7 BOARD POWERS

7.1 Management vests in Board

- 7.1.1 The Board is responsible for the governance, business and affairs of the Company. In addition to the specific powers conferred on the Board by this Constitution, the Board may exercise all the Company's powers which are not by the Corporations Act, Relevant Laws or this Constitution required to be exercised by the Members in general meeting.
- 7.1.2 The powers under clause 7.1.1 are subject to:
 - (a) this Constitution;
 - (b) the Corporations Act and Relevant Laws; and

- (c) such resolution, not being inconsistent with those provisions, as may be passed by the Members in general meeting.

7.1.3 A resolution under clause 7.1.2 does not invalidate any prior act of the Board which would have been valid before the resolution was passed or made.

7.2 Power to delegate

7.2.1 The Board may delegate its powers and functions in writing to:

- (a) an officer or employee of the Company; or
- (b) a sub-committee under clause 9,

and may, expressly in writing, authorise such delegates to hold the power to sub-delegate to other offices or employees of the School subject to any limits or restrictions imposed by the Board.

7.2.2 The Board may amend or revoke the terms of its delegation at any time.

7.2.3 Any power and authority not expressly delegated in accordance with clause 7.2.1 resides with the Board.

7.3 Power to appoint Principal

7.3.1 The Board may appoint a Principal on such terms and conditions as the Board determines from time to time and will have any responsibilities determined by the Board.

7.3.2 The Board may remove a Principal, subject to the terms of any agreement between the Company and the Principal.

7.3.3 The Principal is entitled to attend Board meetings and general meetings, if so directed by the Board from time to time.

7.4 Power to appoint Company Secretary

7.4.1 The Board must appoint at least one Company Secretary on such terms and conditions as the Board determines from time to time.

7.4.2 The Company Secretary may, but need not, be a Director.

7.4.3 A Company Secretary may attend Board meetings and general meetings, if so directed by the Board from time to time.

7.4.4 The Company Secretary will have the responsibilities set out in the Corporations Act and Relevant Laws.

7.5 Power to make Regulations

7.5.1 The Board may from time to time make, vary and rescind Regulations in relation to the Company.

7.5.2 The Regulations for the time being in force, and which are not inconsistent with this Constitution, are binding on Members and have full effect accordingly.

8 BOARD MEETINGS

Subject to this clause 8, the Board may meet to consider business, adjourn and otherwise regulate its meetings as it thinks fit.

8.1 Number of meetings

The Board must meet at least eight (8) times per year.

8.2 Convening meetings

The Company Secretary must arrange a Board meeting:

8.2.1 at the request of the Chair; or

8.2.2 on the requisition of two (2) or more Directors.

8.3 Notice of meeting

8.3.1 At least 5 days' notice of any Board meeting must be given unless the Board decides otherwise or in emergencies.

8.3.2 The notice must specify the business to be transacted. The Board may only transact business of a routine nature unless notice of any other business has been given either in the notice convening the meeting or in some other notice given at least 3 days' before the meeting.

8.3.3 The decision of the meeting chair as to whether business is routine is conclusive.

8.4 Quorum

8.4.1 The quorum for a Board meeting is more than half of the then current Directors. A meeting at which a quorum is present may exercise all powers and discretions of the Board.

8.4.2 If a Board meeting is adjourned due to lack of quorum, the Chair must set a further date for the adjourned meeting.

8.5 Meeting chair

8.5.1 The Chair may chair a Board meeting.

8.5.2 In the absence of the Chair, the Directors may appoint a meeting chair from among their number.

8.6 Voting

8.6.1 Each Director present and entitled to vote at a Board meeting has one vote. Proxy voting and alternate Directors are not permitted.

8.6.2 Questions arising at a Board meeting must be decided by a majority of votes. Such a decision is for all purposes a decision of the Board.

8.6.3 In the event of an equality of votes the meeting chair has a second or casting vote.

8.7 Use of technology

The Board may hold a technology enabled meeting if:

- 8.7.1 all Directors (other than any Director on leave of absence) have access to the technology to be used for the meeting; and
- 8.7.2 those Directors participating by technological means can hear, or can hear and read the communications of all other participating Directors.

8.8 Circulating resolutions

- 8.8.1 A written resolution signed or approved by all the Directors by technological means (other than any Director on leave of absence) is taken to be a decision of the Board passed at a Board meeting convened and held.
- 8.8.2 The written resolution may consist of:
 - (a) several documents in the same form, each signed by one or more Directors and, such a resolution takes effect when the last Director signs such a document; or
 - (b) permanent records indicating the identity of each Director, the text of the resolution and the Director's agreement or disagreement to the resolution, as the case may be, and such a resolution takes effect when the last Director indicates their approval.

8.9 Conflicts and personal interests

- 8.9.1 A Director who has a material personal interest in a matter that relates to the Company's affairs must give the other Directors written notice of the interest unless the Corporations Act or Relevant Laws require otherwise.
- 8.9.2 To the maximum extent required by Law, a Director who has a material personal interest in a matter that is being considered by the Board must not be present while the matter is being considered, or vote on the matter.

8.10 Minutes

- 8.10.1 The Board must ensure that minutes of all proceedings of general, Board, sub-committee meetings (and meetings of any other Board entity) are recorded within one month after the relevant meeting is held.
- 8.10.2 The minutes must be signed by the meeting chair at which the proceedings took place or by the meeting chair of the next succeeding meeting.
- 8.10.3 Minutes entered and signed are prima facie evidence of the proceedings to which they relate.

8.11 Validity of acts / procedural defects

- 8.11.1 A Board act or decision will not be invalid by reason only of a defect or irregularity in connection with the election or appointment of a Director.
- 8.11.2 For entered and signed minutes, unless the contrary is proved:
 - (a) the meeting is deemed to have been convened and held;

- (b) all proceedings that are recorded in the minutes as having taken place are deemed to have taken place; and
- (c) all appointments that are recorded in the minutes as having been made are deemed to have been validly made.

9 SUB-COMMITTEES

9.1 Board's power to establish sub-committees

The Board may establish sub-committees as follows:

- 9.1.1 a sub-committee will comprise two or more sub-committee members, of which at least one must be a Director;
- 9.1.2 the sub-committee members otherwise need not be a Director or Member;
- 9.1.3 the sub-committee has the purpose set out in its charter approved by the Board, and may undertake the powers and functions delegated to it by the Board; and
- 9.1.4 in the absence of any provision in the sub-committee charter, meetings and proceedings of any sub-committee are governed by the provisions of clause 8.

10 ADMINISTRATION

10.1 Change of name

The Members may change the Company's name by special resolution in accordance with the Corporations Act. Such a resolution authorises the Board to update all references to the Company's name in this Constitution.

10.2 Amendment of Constitution

- 10.2.1 The Members may amend this Constitution by special resolution in accordance with the Corporations Act and Relevant Laws.
- 10.2.2 If the Company is registered under Relevant Laws, a special resolution under clause 10.2.1 (unless it expressly provides otherwise) does not take effect if it would cause the Company to lose any entitlements to registration under Relevant Laws.

10.3 Accounts

The Board must cause:

- 10.3.1 proper accounting and other records to be kept in accordance with the requirements of the Corporations Act and Relevant Laws, and
- 10.3.2 financial statements to be made and laid before each annual general meeting as required by the Corporations Act and Relevant Laws.

10.4 Audits

A properly qualified auditor must be appointed and the auditor's duties regulated in accordance with the requirements of the Corporations Act and Relevant Laws.

10.5 **Records and inspection**

A Member (other than a Director) is not entitled to inspect any document of the Company, except as provided by law or authorised by the Board.

10.6 **Service of notices**

10.6.1 Notices must be in writing and may be given by the Company to any Member:

- (a) in person;
- (b) by sending it by post to the Member at the Member's registered address; or
- (c) by sending it to the address, facsimile number, e-mail address or other address supplied for receiving notices.

10.6.2 A notice sent by post is deemed to have been given six (6) Business Days after it was posted. A notice sent by fax, or by other electronic means, is deemed to have been given on the next business day after it was sent.

10.7 **Indemnity of officers**

10.7.1 The Company indemnifies current and former Directors, the Principal and the Secretary (**Indemnified Officer**) out of its assets against any Liability incurred by the Indemnified Officer in or arising out of:

- (a) the conduct of the Company's affairs or business; or
- (b) the discharge of the Indemnified Officer's duties.

but only to the extent that:

- (c) the Indemnified Officer has acted in good faith and is not otherwise entitled or actually indemnified by a third party;
- (d) the Company is not precluded by Law from doing so; and
- (e) the Liability is not a cost or expense for an unsuccessful application to a Court for relief under the Corporations Act, or the defence of civil or criminal proceedings where judgement is given against the Indemnified Officer or in which the Indemnified Officer is not acquitted.

10.7.2 The Company may execute any deed in favour of any Indemnified Officer to confirm the indemnities conferred by clause 10.7.1 in relation to that person.

10.7.3 Clause 10.7.1 applies whether or not any deed is executed under clause 10.7.2.

10.8 **Insurance**

10.8.1 The Company may pay or agree to pay premiums for directors and officers insurance to insure Indemnified Officers against any Liability incurred by the Indemnified Officer referred to in clause 10.7.

10.8.2 The Company may execute any deed in favour of any Indemnified Officer to take out insurance referred to in clause 10.8.1, on such terms as the Board considers appropriate.

10.9 Seal

- 10.9.1 The Board will determine whether or not the Company is to have a seal (known as the common seal) and, if so, will provide for the safe custody of such seal.
- 10.9.2 The seal, if any, of the Company may only be affixed to any instrument with the Board's authority.
- 10.9.3 The affixing of the seal must be attested by the signatures of persons authorised by the Board for that purpose.

10.10 Definitions

In this Constitution:

Alumni Association means the association by that or any other name, formed as an association of past Students and past teachers of the School.

Board means the board of Directors of the Company with a quorum to transact business;

Board Papers means all existing and future written communications given or made available to the Directors of the Company or any one or more of them or tabled at meetings of the Board (including periodic board papers, submissions, minutes, letters, board committee and sub-committee papers) and any other documents in the possession of the Company which are referred to in those documents.

Business Day means a weekday which is not a public holiday in the state or territory of the Company's registered office;

Chair means the Director and office bearer under clause 6.7.1;

Company means the company named on page 1 of this Constitution;

Company Secretary means a secretary appointed under clause 7.4;

Constitution means this constitution of the Company;

Corporations Act means the *Corporations Act 2001* (Cth);

Director means a person for the time being who performs the role of director of the Company and who was elected for the purposes of clause 6.2;

Indemnified Officer has the meaning given in clause 10.7;

Law includes statute, regulation, legislative instrument, rules, standards, proclamation, ordinance or by-law which, by or under statute, bind a person from time to time;

Liability includes cost, charge, loss, damage, expense or penalty;

Member means a person who is a member of the Company pursuant to clauses 3 and 4;

Parent means a parent or guardian of a Student of the School, provided the Student is presently enrolled at the School;

Principal means the person employed in that role pursuant to clause 7.3;

Purposes has the meaning given in clause 1;

Regulations means regulations made by the Board under clause 7.5;

Relevant Laws means all Laws, in effect from time to time, relevant to regulating the registration, reporting or governance obligations of the School, and includes without limitation at the date of adoption of this Constitution:

- (a) *Australian Charities and Not-for-profits Commission Act 2012* (Cth);
- (b) *Charities Act 2013* (Cth);
- (c) *Income Tax Assessment Act 1997* (Cth);
- (d) *Education Training and Reform Act 2006* (Vic) and any subordinate Law, including the *Education and Training Reform Regulations 2017* (Vic); and
- (e) *Ministerial Order No. 870 – Child Safe Standards – Managing the risk of child abuse in schools*;

Representative of a Member means:

- (a) a proxy appointed in accordance with clause 5.9;
- (b) a validly appointed power of attorney of the Member, whose instrument of appointment has been provided to the Company;
- (c) a representative appointed by the body corporate Member in accordance with the Corporations Act,

and includes a Representative appointed on a standing basis;

Returning Officer means the person appointed from time to time by the Board to undertake that role;

School means the registered school known as The Knox School;

Staff means a member of the teaching or general staff who are presently employed by the School;

Student means a student that is presently enrolled and registered as a student of the School;

Terminable Conduct means conduct by a Member or Director (whether or not in that capacity) which in the reasonable opinion of the Board:

- (a) is, has been or will be prejudicial to the Company's interests;
- (b) is not that of a fit and proper person, or a person of good fame and character;
- (c) has engaged in conduct which is inconsistent with obligations owed (whether by the Director or otherwise) under *Ministerial Order No. 870 – Child Safe Standards – Managing the risk of child abuse in schools*, or the College's and Board's policies and procedures implemented in compliance with that order;
- (d) is unbecoming of Members/Directors; or
- (e) is conduct similar to the above which is set out in the Regulations;

Year, in relation to a Director's term of office, means the period of approximately one calendar year between annual general meetings.

10.11 Interpretation rules

Unless the contrary intention appears in this Constitution:

- 10.11.1 words importing the singular include the plural, and words importing the plural include the singular;
- 10.11.2 words importing a gender include every other gender;
- 10.11.3 words used to denote persons generally or importing a natural person include any company, corporation, body corporate or other body (whether or not the body is incorporated);
- 10.11.4 where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- 10.11.5 headings and bold text are for convenience only and do not affect its interpretation; and
- 10.11.6 a Member is to be taken to be present at a general meeting if the Member is present in person or by Representative.

10.12 Interpretation subject to Relevant Laws

- 10.12.1 This Constitution is to be interpreted subject to Relevant Laws. If there is any inconsistency, Relevant Laws prevail.
- 10.12.2 To the extent that Relevant Laws require this Constitution to include provisions so that the Company can hold a registration or exemption status, those provisions are taken to form part of this Constitution.
- 10.12.3 Provisions which are optional replaceable rules under the Corporations Act do not apply to the Company.