

Companies Act, 1961

Association Not for Gain
Limited by Guarantee

Memorandum
and
Articles of Association
of
Currambena Limited

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Memorandum and Articles of Association of Currambena Limited

1. The name of the Association is CURRAMBENA LIMITED.
2. The powers set forth in the Third Schedule to the Companies Act 1961 are expressly excluded and the objects for which the Association is established are:
 - (1) To contribute to the educational facilities of the State of New South Wales by establishing and maintaining in such suitable places that may be thought convenient a pre-school and school, comprising primary and secondary sections, of the highest standard for the purposes of effectuating the objects mentioned in paragraphs (2) to (9) of this Clause.
 - (a) To effectuate carry into execution and continue the function and activities and to acquire the assets and undertake the liabilities of the unincorporated body known as "Currambena School" presently conducted at 205 Longueville Road, Lane Cove and to acquire from David John Zwartz the property known as 205 Longueville Road, Lane Cove, aforesaid and for such purpose to enter into a Novation Agreement in respect of a Contract of Sale entered into between the said David John Zwartz as purchaser and Toni Mitchell, Richard Nelson and Valerie Olive Nelson as vendors and dated 20th January 1970 in respect of the purchase of such property and to refund to the said David John Zwartz all moneys paid by him thereunder and to assume all liabilities incurred by the said David John Zwartz and Helen Zwartz in connection with such acquisition including their liability in respect of certain loans secured by way of mortgage over the said property.
 - (b) To ratify all acts and deeds of the subscribers to these Memorandum and Articles hitherto collectively known as the Interim Council of Currambena School in the course of their conduct of the School aforesaid.
- (2) To provide a school environment that:

- (a) respects the individuality of the child,
 - (b) fosters self determination in the child,
 - (c) develops the child's creative and critical abilities,
 - (d) stresses co-operation rather than competition.
- (3) To maintain high academic standards consistent with the preceding objects.
- (4) Consistent with the preceding objects:
- (a) The school shall be secular.
 - (b) The school shall be co-educational.
 - (c) No class shall have more than 25 pupils.
 - (d) There shall be no school uniform.
 - (e) There shall be individual assessment and not competitive examinations.
 - (f) It is the policy of the school to abstain from corporal punishment.
- (5) To respect and safeguard the professional status of teachers.
- (6) To strive for co-operation between teachers, other educators, parents and children.
- (7) To allow for pupil participation in the affairs of the school and to encourage involvement in the community outside the school.
- (8) To make use of the latest techniques and advances in education for the continuing development of the school and stimulate educational thought and practice in Australia.
- (9) To provide tuition, travelling facilities and attendance and all necessaries and conveniences to pupils.
- (10) To purchase, take on lease or in exchange hire or otherwise acquire any real and personal estate which may be deemed necessary to convenient for any of the purposes of the Association in such terms and for such periods as may be thought fit, but subject always to the proviso paragraph (19) of this Clause 2.
- (11) To construct, maintain and alter any houses, buildings or works necessary or convenient for the purposes of the Association and to provide such means of recreation as may be thought expedient from time to time.
- (12) To provide for the delivery and holding of lectures, games, concerts, dramatic or other entertainments, exhibitions, public or other meetings, classes and conferences calculated directly or indirectly to advance the cause of education.
- (13) To found and endow scholarships, bursaries and exhibitions within the said school or at any other educational institution.
- (14) To provide relief, benevolence and assistance by means of pecuniary or other help to pupils of the school whether by way of concessions in fees or otherwise.

- (15) To accept and take any gift of real and personal property whether subject to any special trust or not for any one or more of the objects of the Association but subject always to the proviso in paragraph (19) of this Clause 2.
- (16) To take such steps by personal or written appeals public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Association in the shape of donations annual subscriptions or otherwise so far as the law may allow.
- (17) In furtherance of the objects of the Association to print and publish any newspapers, periodicals, books or leaflets that the Association may think desirable and to arrange television and radio broadcasting sessions and use other media of public communication.
- (18) To purchase, take on lease or enter into any agreement for lease or exchange or hire or otherwise acquire and whether by gift, demise, bequest or in any other manner from any person company or association any real or personal property of any description or any interest therein including land, buildings, easements and any other rights and to execute transfers, leases, mortgages, securities and other instruments pursuant to this clause for the purpose of carrying out all or any of the objects of the Association or of a kind necessary or convenient for the purpose of any such objects.
- (19) To sell, manage, lease, mortgage, dispose of or otherwise deal with all or any part of the real and personal property of the Association provided that in case the Association shall take or hold any property subject to any trusts it shall only deal with the same as allowed by law having regard to such trusts.
- (20) To enter into any arrangements with any Government or authority, supreme, municipal, local or otherwise that may seem conducive to the Association's objects or any of them; and to obtain from any such Government or authority any rights, privileges and concessions which the Association may think it desirable to obtain; and to carry out exercise and comply with any such arrangements, right, privileges and concessions.
- (21) To borrow or raise money or secure payment of money required for any of the objects of the Association or for the satisfaction or performance of any obligation or liability incurred or undertaken by the Association in such manner as the Association may from time to time think fit; and in particular but without restricting the generality of the foregoing to borrow or raise money by overdrawn account at a Bank or by mortgage or charge upon the undertaking of the real and/or personal property of the Association or any part thereof or by two or more of these ways together or to borrow or raise money on the security of bills of exchange, promissory notes, bonds, mortgages, deposit, receipts or notes or any other security or obligation and/or to borrow money without giving any security therefore and upon such terms as to priority or otherwise as the Association shall think fit and to purchase, redeem and pay off any such securities or loans.

- (22) To invest and deal with any moneys of the Association not immediately required for any of its objects upon such securities and in such manner as may be permitted by law for the investment of trust funds.
- (23) To draw, make, accept, endorse, discount, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (24) In furtherance of the objects of the Association to enter into any agreement or arrangement with any company, association, society, club, trust, authority, administration or body whether incorporated or unincorporated having objects altogether or in part similar to those of this Association and to co-operate with any such company, association, society, club, administration, trust, authority or body in any way which the Association deems conducive to the attainment of these objects or any of them and to establish and support and to aid in the establishment and support of any other Association formed for all or any of the objects of this Association provided that the Association shall not subscribe to establish or support with its funds any Company, Association, Society, Club, trust, authority, administration or Body as aforesaid which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Association under or by virtue of clause 3 of this Memorandum.
- (25) In furtherance of the objects of the Association to amalgamate with any corporation, institution, society, club, association or other body whether corporate or unincorporated having objects altogether or in part similar to those of this Association and which shall prohibit distribution of its or their income and property among its or their members to an extent at least as great as is imposed on this Association under or by virtue of Clause 3 hereof.
- (26) In furtherance of the objects of the Association to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements or any one or more of the companies, institutions, societies, clubs, associations or bodies with which this Association is authorised to amalgamate.
- (27) In furtherance of the objects of the Association to transfer all or any part of the property assets liabilities and engagements of this Association to any one or more of the Companies' institutions, societies, clubs, associations or bodies with which this Association is authorised to amalgamate.
- (28) In furtherance of the objects of the Association to assist or take part in any manner in any charitable or philanthropic cause or purpose whatsoever and to subscribe to any public, national, local or other charities and to grant donations for any public purposes.
- (29) In furtherance of the objects of the Association to promote associations of the kind with which this Association is authorised to amalgamate.

- (30) To engage such headmasters, teachers, instructors, managers, accountants, clerks, workmen both skilled and unskilled and other officers and servants as shall be required and found necessary from time to time for the proper working of the Association and to terminate at pleasure the services of any one or more of them.
 - (31) To insure any employees, servants or officers of the Association against risk or accident in the course of their employment by the Association and to effect insurance for the purpose of indemnifying the Association in respect of claims by reason of any such risk or accident and to insure against loss or damage caused by the Association or any of its employees, servants, officers or agents or by reason of public risk.
 - (32) To provide a Superannuation Fund for the servants of the Association or otherwise to assist any such servants their widows and children.
 - (33) To do all such other lawful things as are incidental or conducive to the attainment of the above objects
3. The income and property of the Association whencesoever derived shall be applied solely towards the promotion of the objects of the Association as set forth in this Memorandum of Association; and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to the members of the Association. Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Association or to any member of the Association in return for any services actually rendered to the Association nor prevent the payment of interest at a rate not exceeding interest at the rate for the time being charged by Bankers in Sydney for overdrawn accounts on money lent or reasonable and proper rent for the premises demised or let by any member to the Association nor prevent repayment of out-of-pocket expenses incurred while undertaking the proper business of the Association to any officer or servant of the Association or any member of the Association. Provided that any payment in good faith of reasonable and proper remuneration to any member of the Council of management or governing body be shown identifiably as such in the annual audited accounts of the Association. Provided that the provisions aforesaid shall not apply to any payment to any company of which a member of the Council of management or governing body may be a member and in which such member shall not hold more than one-hundredth part of the capital and such member shall not be bound to account for any share of profits he may receive in respect of such payment.
4. The liability of the members is limited.
5. Every member of the Association undertakes to contribute to the assets of the Association in the event of the same being wound up during the time that he is a member or within one year after he ceases to be a member for the payment of the debts and liabilities of the Association contracted before he ceases to be

a member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories amongst themselves such amount as may be required not exceeding Twenty dollars (\$20.00).

6. If upon the winding up or dissolution of the Association there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed amongst the members of the Association but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Association and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue of clause 3 hereof such institution or institutions to be determined by the members of the Association at or before the time of dissolution and in default thereof by the Chief Judge in Equity of the Supreme Court of New South Wales or such other Judge of the Court as may have or acquire jurisdiction in the matter and if so far as effect cannot be given to the aforesaid provision then to some charitable object.
7. True accounts shall be kept of the sums of money received and expended by the Association and the matter in respect of which such receipt and expenditure takes place and of the property credits and liabilities of the Association; and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Association for the time being in force shall be open to the inspection of the members.
8. Once at least in every year the accounts of the Association shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified auditor or auditors.

The full names, addresses and occupations of the subscribers hereto are:-

Carol Mary Barltrop,
4 Kurraba Road,
North Sydney.
Teacher

David John Zwartz,
34 Wisdom Road,
Longueville.
Publisher

David Cohen,
32 Denman Street,
Turramurra.
Lecturer

Brian Aloysius Gallagher,
17 Ferdinand Street,
Hunters Hill.
Solicitor

Kenneth Morris Johnston,
127 Copeland Road,
Beecroft.
Tutor

Betty Lenham,
76 Northwood Road,
Northwood.
Teacher

Neil Frederick Barltrop,
4 Kurraba Road,
North Sydney.
Systems Analyst

Ruth Cohen,
32 Denman Street,
Turramurra.
Domestic Duties

Elizabeth May Johnston,
127 Copeland Road,
Beecroft.
Teacher

Richard Stanley Leigh-Jones,
12 Carlton Street,
Manly.
Promotion Manager

Helen Zwartz,
34 Wisdom Road,
Longueville.
Domestic Duties

COMPANIES ACT, 1961
ASSOCIATION NOT FOR GAIN
LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION
OF
CURRAMBENA LIMITED

PRELIMINARY

1. In construing these Articles unless the context or subject matter otherwise indicates or requires:

“The Act” means the Companies Act, 1961.

“The Association” means CURRAMBENA Incorporated pursuant to the provisions of the Memorandum and Articles of the Association hereof.

“The Council” means the members for the time being of the Council of management of the Association.

“The Office” means the registered office of the Association.

“The Seal” means the common seal of the Association.

“State” means the State of New South Wales.

The words “member” and “members” means respectively a member and members for the time being of the Association.

The words “Memorandum and Articles” means the Memorandum and Articles of Association of the Association.

“Parent” shall unless the context otherwise indicates means a parent of one or more children enrolled in and attending the school and shall include a guardian of such child or children.

“Teaching body” means the teaching staff in the pre-school, primary and secondary school including teachers, teaching assistants and untrained teaching assistants.

“Education Advisor” shall mean any person appointed by the Council to act in the capacity of advisor to the Association and Council for such period as is specified in the appointment, on any aspect of education or related field and designated as such by the Council, provided that no person shall be appointed or remain an Educational Advisor after he resigns or is by a majority resolution of the Council retired from that appointment.

2. The school may consist of the following Sections:
- (a) The pre-school Section providing educational facilities for children up to the primary standard subject to the requirements of the Department of Child Welfare and Social Welfare.
 - (b) The primary school Section providing educational facilities for children graduating from the pre-school Section and up to the secondary school Section.

- (c) The secondary school Section providing educational facilities for children graduating from the primary school Section.
- (d) Such educational Sections as the Association in general meeting may determine.

MEMBERSHIP

- 3. The number of members with which the Association proposes to be registered is Five Hundred (500) but the Council may from time to time register an increase of members.

QUALIFICATION OF MEMBERS

- 4. The members of the Association shall be:
 - (a) Parents
 - (b) The teaching body
 - (c) Such other persons or bodies as the Council shall admit to membership upon the terms and conditions set forth in the Memorandum and Articles of Association of the Association and on payment of their annual subscription in accordance with Article 9 hereof.

ADMISSION OF MEMBERS

- 5. Except as aforesaid where any person desires to be admitted to membership of the Association he must sign and deliver to the Association an Application for admission framed in such terms as the Council may require. No application shall be required in the case of any person referred to in Article 4(a) or 4(b).
- 6. No person shall be admitted a member of the Association unless he is first approved by the Council and the Council shall have full discretion as to the admission of any person to membership provided that if the person applying for admission to membership is a parent the aforesaid discretion shall not apply and he or she shall be admitted.
- 7. At the next meeting of the Council after the receipt of any application for membership such application shall be considered by the Council who shall, subject to the provisions of Article 5 hereof, thereupon determine upon the admission or rejection of the applicant. In no case shall the Council be required to give any reason for the rejection of any applicant.
- 8. When an Applicant has been accepted for membership the Secretary shall forthwith send to the applicant written notice of his acceptance and, shall also send a request for payment of the first annual subscription. Such applicant shall become a member upon receipt of the annual subscription provided it be received within two calendar months of the date of the request for payment of the

subscription. Council shall be empowered in any case to waive the subscription requirement in respect of any member.

9. The annual subscription payable by members of the Association shall be such amount as the Association in General Meeting shall from time to time prescribe, provided that until the Association otherwise resolves the annual subscription shall be Five dollars (\$5.00) provided that if the member is a parent or a member of the teaching body or a subscriber to the Memorandum and Articles of Association of the Association, no annual subscription fee shall be payable.
10. All annual subscriptions shall become due and payable at such times as the Council shall determine.

CESSATION OF MEMBERSHIP

11. Any member of the Association who shall desire to retire shall signify such desire in writing to the Secretary and thereupon his name shall be removed from the register of the members and he shall be deemed to have retired but shall continue liable for any moneys due by him to the Association and in addition, for any such not exceeding Twenty dollars (\$20.00) for which he is liable as a member of the Association under Clause 5 of the Memorandum of Association of the Association.
12. If the payment of school fees payable by a parent shall remain unpaid for a period of two calendar months after they become due or if the subscription of a member shall remain unpaid for a period of two calendar months after it becomes due then in each case the member may, after notice of the default shall have been sent to him by the Secretary or Honorary Treasurer, be removed from the Register of the members and he shall be deemed to have retired provided that the Council may reinstate the member and restore his name to the Register on payment of all arrears if the Council thinks fit to do so.
13. If a member of the teaching body resigns or is dismissed from his position his name shall thereupon be removed from the register of the members and he shall be deemed to be no longer a member of the Association but he shall be set free to reapply for membership of the Association in the manner set out in Clause 5 of the Articles.
14. If any member shall wilfully refuse or neglect to comply with the provisions of the Memorandum or Articles of Association of the Association or shall be guilty of any conduct which, in the opinion of the Council is unbecoming of a member or prejudicial to the interest of the Association, the Council shall have the power to expel the member from the Association and erase his name from the Register of members provided that at least one week before the meeting of the Council at which a resolution for his expulsion is proposed the member shall have had notice of such meeting and of what is alleged against him and of the intended resolution

for his expulsion and that he shall at such meeting and before the passing of such resolution have had an opportunity of giving orally or in writing any explanation or defence he may think fit and provided further that any such member may by notice in writing lodged with the Secretary at least twenty four hours before the time for holding the meeting at which the resolution for his expulsion is to be considered by the Council, elect to have the question of his expulsion dealt with by the Association in General Meeting and in that event an extraordinary General Meeting of the Association shall be called for the purpose and if at the meeting a resolution for the expulsion of the member be passed by a majority of two-thirds of those present and voting (such vote to be taken by ballot) the members shall be expelled and his name removed from the Register of Members.

RIGHTS OF MEMBERS

15. All members shall be entitled to all such information and advice with regard to the objects of the Association as the Association or any of its officers may be able to supply.
16. The privileges of a member shall not be transferable during his life and shall cease at his death.

GENERAL MEETINGS

17. The first General Meeting shall be held so soon as is convenient after the incorporation of the Association and at such place as the Council may determine. Provided that seven days prior notice thereof at the least shall be given.
18. An Annual General Meeting of the Association shall be in accordance with the provisions of the Act. All General Meetings other than the Annual General Meetings shall be called Extraordinary General Meetings.
19. At all Annual General Meetings and Extraordinary General Meetings all matters affecting the school may be discussed and resolutions passed thereon PROVIDED HOWEVER that seven days written notification of the terms of any resolution proposed shall be given to the Secretary of the Association who shall give three days prior written notice thereof to the members.
20. Any member of the Council may, whenever he thinks fit, convene an Extraordinary General Meeting and Extraordinary General Meetings shall be convened on such requisition or in default may be convened by such requisitions as provided by the Act.
21. Subject to the provisions of the Act relating to Special Resolutions and agreements for shorter notice fourteen days notice at the least (exclusive of the day on which the notice is served or deemed to be served but inclusive of the day for which notice is given) specifying the place the day and the hour of meeting and in case of special

business the general nature of that business shall be given to such persons as are entitled to receive such notices from the Association.

22. All business shall be special that is transacted at an Extraordinary General Meeting and also all that is transacted at an Annual General Meeting with the exception of the consideration of the accounts and balance sheets and the report of the Council and Auditors the election of officers and other members of the Council of Management and the appointment and fixing of the remuneration of the Auditors.

PROCEEDINGS AT GENERAL MEETINGS

23. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided the quorum necessary for the transaction of business at any General Meeting shall be that number which is ten (10) per centum of the membership for the time being of the Association provided that if there shall then be a number of Members of the Association which is not divisible by ten then for the purpose of computing the quorum the number of the Members of the Association shall be deemed to be increased to the next decimal number. For the purposes of this Article "Member" includes a person attending as a proxy or as representing a Corporation which is a Member.
24. If within half an hour from the time appointed for the meeting a quorum is not present the meeting if convened upon the requisition of members shall be dissolved: in any other case it shall stand adjourned to the same day in the following week at the same time and place or to such other day and at such other time and place as the Council may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present being not less than two shall be a quorum and may transact the business for which the meeting is called.
25. The Chairman of the Council shall preside as Chairman at every General Meeting of the Association or if there is no Chairman of the Council or if he is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act the Deputy Chairman of the Council shall be the Chairman or if the Deputy Chairman is not present or is unwilling to act the members present shall elect one of their number to be Chairman of the meeting.
26. The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of any adjournment or of the business to be transacted at an adjourned meeting.

27. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded –
- (a) by the Chairman; or
 - (b) by at least three members present in person or by proxy.
- Unless a poll is demanded by a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Association shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.
28. If a poll is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairman directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded but a poll demanded on the election of Chairman or on a question of adjournment shall be taken forthwith.
29. In the case of an equality of votes whether on a show of hands or on a poll the Chairman of the Meeting at which the show of hands takes place or at which the Poll is demanded shall be entitled to a second or casting vote.
30. A member may vote in person or by proxy and on a show of hands every person present who is a member shall have one vote and on a poll every member present in person or by proxy shall have one vote.
31. The instrument appointing a proxy shall be in writing (in the common or usual form) under the hand of the appointer or of his attorney duly authorised in writing or if the appointer is a corporation either under seal or under the hand of an officer or attorney duly authorised. A proxy may but need not be a member of the Association. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
32. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near as thereto as circumstances admit:-

CURRAMBENA

I, _____ of _____

being a member of the above named Association hereby appoint

_____ of _____

as my proxy to vote for me on my behalf at the (Annual or Extraordinary) (as the case may be) General Meeting of the Association to be held on the _____ day of _____,20_____ and at any adjournment thereof.

Signed this _____ day of _____, 20_____ .

This form is to be used in favour of/against the resolution.

* Strike out whichever is not desired. (Unless otherwise instructed the proxy may vote as he thinks fit.)

33. The instrument appointing a proxy and the power of attorney or other authority if any under which it is signed or a notarially certified copy of that power of authority shall be deposited as the registered office of the Association or at such other place within the State as is specified for that purpose in the notice convening the meeting not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposed to vote or in the case of a poll not less than twenty-four hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.

34. A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed if no intimation in writing of such death, unsoundness of mind or revocation as aforesaid has been received by the Association at the registered office before the commencement of the meeting or adjourned meeting at which the instrument is used.

35. A member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental health may vote whether on a show of hands or on a poll by his Committee or by his trustee or by such other person as properly has the management of his estate and any such Committee, trustee or other person may vote by proxy or attorney.

REGISTER OF MEMBERS

36. The Association shall compile and keep a register of members with their addresses in accordance with the Act. Any member who at any time shall change his address shall immediately give notice thereof in writing to the Secretary.

37. Subject only to these Articles no person shall be entitled to exercise the rights or privileges of a member unless his name appears on the Register of Members as a member for the time being of the Association.

COUNCIL

38. The Council shall consist of three representatives (hereinafter called 'the Teacher Representatives') for the time being members of the teaching body chosen by election of the members of the teaching body, and six representatives (hereinafter called 'the Parent Representatives') for the time being elected by the parents and one or two other –members of-the-Association who may be co-opted by the other nine members of the Council for the time being as they think fit, **provided that** should the School conduct a Secondary School as referred to in Clause 2(c), then the number of teacher representatives shall be four.

OFFICERS

39. The first officers of the Association shall be elected **annually** from among Council members by the Council members at the first Council meeting after the Annual General Meeting and shall comprise the Chairman and Deputy Chairman the Treasurer and a Secretary.

SECRETARY

40. The Secretary shall be an officer of the Association appointed annually by the Council.
41. Nothing herein shall prevent the Council at an appropriate time appointing a Secretary for such term at such remuneration and upon such conditions that it thinks fit; and any Secretary so appointed may be removed by it. Notwithstanding anything in these Articles contained no person appointed as Secretary need be a member of the Association or of the Council.

PARENT REPRESENTATIVES

42. At each succeeding Annual General Meeting of the Association three parent representatives shall be elected as hereinafter provided. Except for co-opted members referred to in Clause 40 who shall only hold office until the next Annual General Meeting of the Association, each parent representative shall hold office until the next but one Annual General Meeting of the Association when he or she shall retire but (being still a parent member of the Association) be eligible for re-election.

The procedure for the election of parent representatives to the Council shall be as follows:

- (i) Any two parents shall be at liberty to nominate any parent for election as a parent representative.
- (ii) Such nomination shall be in writing and shall be signed by the nominee by way of acceptance and by both nominators and shall be lodged with the Secretary at least seven days before the General Meeting at which the election is to take place. No parent may be one of the nominators of more candidates than there are positions of parent representatives to be filled by the election.
- (iii) The Secretary shall prepare balloting lists (if necessary) containing the names of the candidates only in alphabetical order and each parent present in person or by proxy or attorney at the General Meeting at which such election is held shall be entitled to cast a primary vote for any number of candidates not exceeding the number of vacancies, but not more than one vote for each candidate.
- (iv) In the event of the number of candidates being less than the number of vacancies to be filled at such election then the Council shall be empowered to fill up the remaining vacancy or vacancies by such appointments of members of the Association as it thinks fit and any person so appointed shall in all respects be deemed to be qualified to act as a member of the Council and subject to retirement and to all of the provisions of these Articles relating to members of the Council as if elected to be a parent representative in the manner provided for such elections.
- (v) Subject to the qualification that the result of any election shall (unless there is an insufficiency of candidates) be that at least one of the six parent representatives then on the Council shall be a parent of a child enrolled in the pre-school section of the school at least one other shall be a parent of a child enrolled in the secondary section of the school and at least one other shall be a parent of a child enrolled in the primary section of the school, the elected candidates shall be those receiving the most primary votes. In the event of there being an equality of votes between more candidates than there be or remain vacancies to fill, there shall be an exhaustive ballot between those who receive equal votes until those vacancies are filled from among them.

TEACHER REPRESENTATIVES

The three teachers representatives shall be elected by such members of the teaching staff as work five full days weekly. In the sixth week of each successive academic year and in the case of the first academic year of the school as soon as conveniently possible after the holding of the initial General Meeting of the Association, seven days prior

notice in writing shall be given by the Secretary of the Association to all persons entitled to vote at the election of teacher representatives. Members of the teaching staff entitled to vote shall vote collectively for any number of candidates not exceeding the number of vacancies. No prior notification of nominations need be given. At least one teacher representative shall be engaged in teaching in the pre-school section of the school if at least one such representative shall be engaged in teaching in the secondary section of the school and at least one such representative shall be engaged in the primary school section, provided that such sections of the School are being conducted at the time of such election. Teacher representatives shall hold office until the sixth week of the academic year succeeding their election when they shall retire but (being still members of the teaching body) be eligible for re-election.

VACATION OF OFFICE

43. The office of a member of the Council shall, ipso facto, be vacated if the member –
- (a) by notice in writing to the Council resigns his office, OR,
 - (b) is absent from more than three consecutive Council meetings without consent or ratification of the Council, OR,
 - (c) ceases to be a member of the Council by virtue of the Act, OR,
 - (d) holds any office of profit under the Association in contravention of the provisions of these Articles, OR,
 - (e) becomes bankrupt or makes any arrangement or composition with his creditors generally, OR,
 - (f) becomes prohibited from being a Director of a Company by reason of any order made under the Act, OR,
 - (g) 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,
 - (h) fails to pay any debt due to the Association on or before the day appointed for payment thereof or within three months thereafter, OR,
 - (i) ceases to be a member of the Association.

CASUAL VACANCIES

44. Vacancies of office of elected parent representatives of the Council shall be filled only by a representative elected at an Extraordinary General Meeting pursuant to these Articles. Vacancies may be filled in this manner at any time provided that when the number of vacancies exceeds two, the Chairman shall convene the Extraordinary General Meeting before the next Council meeting.

EDUCATIONAL ADVISORS

45. The Council shall from time to time appoint one Educational Advisor and may from time to time appoint more Educational Advisors. All such appointees shall become members of the Education Committee and may advise the members of the teaching body and the Council provided that the role of the Educational Advisors may be that of consultants who are not necessarily required to be present at every meeting of the Education Committee.

APPOINTMENT AND DISMISSAL OF TEACHING STAFF

46. No person shall be appointed a member of the teaching staff of the School except upon the recommendation of the Teaching Staff Appointment Committee. The members of such Committee shall be appointed by the Council as it sees fit and shall consist of at least three parent representatives and three teacher representatives and be subject to dismissal at any time by the Council.

46A. (a) There shall be an Education Committee consisting of:

- (i) all the paid and recognised full-time and part-time qualified teachers in the teaching body for the time being whether members of Council or not.
- (ii) one parent representative from each full-time teacher's group elected by the parents of each group at Parent Meetings held as early as practicable after the commencement of Term 1 in each new year and ratified by Council
- (iii) any other persons, including children currently enrolled at the School, who may be co-opted by the Education Committee.

(b) Subject to the provisions of these Articles and within the policies laid down and directions given by Council, the Education Committee may consider and make recommendations to Council, on the following matters:

(i)The formulation of criteria for the enrolment and admission of students to the School and the expulsion of students from the School.

(ii)The purchase of teaching aids, books and equipment

(iii)The approval and co-ordination of any visits to the School by educationalists, entertainers, public figures or community representatives.

(iv)The number, speciality and identity of part-time educational staff for the School.

(v)The review of the curriculum balance within the School programme.

(vii)The grouping of children for various activities, having specific regard to the extent of nongrading desirable to promote the goals of the School.

(viii)The promotion of parent activities, seminars, workshops, and forums on any educational matter

(c) The Council may refer any other matter which it regards as of an educational nature to the Education Committee for advice and recommendation.

(d) Council shall not be bound to follow the recommendations of the Education Committee but shall not make any decision concerning the matters set out in Sub-Clauses 46A.(b)(i) to (vii) or any matter referred to the Education Committee pursuant to Sub-Clause 46A.(c), without first hearing any recommendations of the Education Committee, provided that there shall not be any undue delay in the making of a recommendation to the Council on any such matter.

(e) The procedures to be followed at meetings of the Education Committee shall be as prescribed for sub-committees generally in Article 47.

(f) Matters referred to the Education Committee by the Council and recommendations from the Education Committee to the Council may be conveyed through those persons who are members of both bodies without need for more formal communication, provided that all such referrals and recommendations are recorded in the minutes of Council.

SUB-COMMITTEES GENERALLY

47. The Council may delegate any of its powers to sub-committees consisting of such persons or person whether or not members of the Council or of the Association as they think fit; any sub-committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Council.

A sub-committee may elect a Chairman of its meetings; if no such Chairman is elected or if at any meeting the Chairman is not present within ten minutes after the time appointed for holding the meeting the members present may choose one of their number to be Chairman of the meeting.

A sub-committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present and in the case of an equality of votes the Chairman shall have a second or casting vote.

A sub-committee shall cause minutes to be made for the purpose of recording:-

- (a) All names of the members of the sub-committee present at each meeting of the sub-committee.
- (b) All resolutions and proceedings at all meetings of the sub-committee.

DEFECT IN APPOINTMENT

48. All acts done by any meeting of the Council or of a sub-committee or by any person acting as a member of the Council shall notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such members of the Council or person acting as aforesaid or that the members of the Council or any of them were disqualified be as valid as if every such person had been duly appointed and was qualified to be a member of the Council.

ALTERNATE COUNCIL MEMBERS

- 48A. Any Council member with the approval of the Council may appoint any person to be an alternate or substitute Council member in his place during such period as he thinks fit. Any person while he so holds office as an alternate or substitute Council member shall be entitled to notice of meetings of the Council and to attend and vote thereat accordingly, and to exercise all the powers of the appointor in his place. An alternate or substitute Council member shall ipso facto vacate office if the appointor vacates office as a Council member or removes the appointee from office. Any appointment or removal under this regulation shall be effected by notice in writing under the hand of the Council member making the same.

MEETINGS

49. The Council may meet together for the dispatch of business adjourn and otherwise regulate its meetings including to requisite period of notice thereof as it thinks fit. Subject to these Articles questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman of the meeting shall have a second or casting vote. The Chairman may and the Secretary on the requisition of three Council Members shall at any time summon a meeting of the Council.

The quorum necessary for the transaction of the business of the Council may be fixed by the Council at any number not less than five and unless so fixed shall be one more than half of the number of the members of the Council. If there shall be an odd number of members of the Council then one shall for the purpose of computing the quorum be added to the number of the members of the Council.

The continuing members of the Council may act notwithstanding any vacancy in the Council but if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of the Council the continuing member or members may act for the purpose of increasing the number of members of the Council to that number or of summoning a General Meeting of the Association but for no other purpose.

The Chairman shall chair each meeting of the Council or if there is no Chairman or if at any meeting he is not present within ten minutes after the time appointed for holding the meeting the Deputy Chairman shall be Chairman or if the Deputy Chairman is not present at the meeting then the members may choose one of their number to be Chairman of the meeting.

A resolution in writing signed by all the members of the Council for the time being entitled to receive notice of a meeting of the Council shall be as valid and effectual as if it had been passed at a meeting of the Council duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more members of the Council.

50. The Council shall cause- minutes to be made in books provided for the purpose:-

(a)of all appointments of officers made by the Council;

(b)of all names of the Members of the Council present at each meeting of the Council and of any sub-committee of the Council;

(c)of all resolutions and proceedings at all meetings of the Association and of the Council and of sub-committees of the Council.

Every Council Member present at any meeting of the Council or sub-committee of the Council shall sign his name in a book to be kept for that purpose.

DECLARATION OF INTEREST

51. A member of the Council shall not vote in respect of any contract in which he is interested or any matter arising thereout and if he does so vote his vote shall not be counted. Provided however that each council member shall be entitled to vote without declaration of interest in respect of any question relating to the school fees and charges or teachers emoluments.

POWERS

52. The Council shall, subject to the Memorandum and these Articles, have a general management and control of the business and activities and policy of the Association and the custody of and control of the property and funds of the Association and in addition to the powers and authorities by these Articles expressly conferred upon it may exercise all such powers and do all such acts and things as may be exercised or done by the Association and are not hereby or by Statute expressly directed or required to be exercised or done by the Association in General Meeting but subject nevertheless to the provisions of the Memorandum and any Statute and these Articles provided that no regulation or resolution shall invalidate any prior act of the Council which would have been valid if such regulation or resolution had not been made. Without prejudice to the general powers conferred by any other clauses of these Articles the Council shall, subject to these Articles, be at liberty to exercise all the powers, authorities and discretions vested in the Association as set forth in the objects of its Memorandum of Association as if such objects were repeated hereunder and in addition thereto the Council shall have the following powers viz:-

- (a) To pay the costs charges and expenses preliminary and incidental to the formation, establishment and management of the Association and also of the transfer to and vesting in the Association of any assets of or to which the Association may become entitled;
- (b) To determine who shall sign cheques and other documents on behalf of the Association;
- (c) To act for and on behalf of the Association in respect to all claims and legal proceedings by or against the Association;
- (d) To enter into contracts for the purposes of the Association;
- (e) Subject to clause 3 of the Memorandum of Association to expend the funds of the Association in such manner as the Council shall consider for the benefit of the Association;

(f) From time to time to make regulations or by-laws for the conduct of the business and affairs of the Association not inconsistent with the Memorandum of Association or these Articles and at any time in like manner to annul or vary any regulations so made and all regulations so made and for the time being in force shall be binding on all members of the Association and without limiting the generality of the power to make annual or vary regulations hereby conferred on the Council the following shall be deemed to be matters to which such powers shall expressly extend –

(i) As to subscriptions, fees or other payments in respect of school and tuition fees and as to the collection, remission or variation thereof.

(ii) As to arrangements with any other Association for reciprocal concession or otherwise.

(iii) For the Council's own procedure.

(iv) For regulating the time and mode of calling meetings of members.

(v) For the appointment of its staff and servants.

(vi) For the exercise by the Association of any of its powers.

(vii) As to the procedure to be followed at its meetings by any committee or sub-committee appointed by the Council and as to the appointment duties and removal of the members of any sub-committee provided that the status, qualifications for membership, functions, duties, powers and procedures of the Education Committee shall not be restricted otherwise than as provided in Article 46A.

(viii) For the regulation, control and management of any property, concession or asset under the control of the Association.

(ix) Generally for the control, support, management and government of the Association and all property vested in the Association or under its control or supervision and the control and supervision of all officials, officers, servants and other persons employed by or representing the Association notwithstanding anything expressed elsewhere in this Article the Council shall not act upon any matter which it can reasonably consider an educational matter without first having obtained and considered any recommendation or recommendations that may be made by the Education Committee on the matter.

SALE OF PROPERTY

53. Notwithstanding anything herein contained any resolution by the Council to assign or transfer the whole of the interest of the Association in the fee simple in the whole or any part of the property presently vested in it at Longueville Road, Lane Cove shall be deemed to have been properly passed only if it fulfils the conditions following:-

(i) It is passed at a meeting attended by all Council members for the time being.

(ii) Votes in favour of the resolution are given by six of the Council members.

SEAL

53A. The Council shall provide for the safe custody of the Seal of the Association and the Seal shall not be used except by the Authority previously given of a resolution of the Council and in the presence of two Council members and the Secretary or some other person appointed for that purpose by the Council and such two Council members -shall sign every instrument to which the Seal is affixed or impressed in their presence and same shall be countersigned by the Secretary or other person as aforesaid.

ACCOUNTS

54. The Council shall cause proper accounts to be kept with respect to:-

(a) All sums of money received and expended by the Association and all matters in respect of which the receipt and expenditure takes place;

(b) All sales and purchases by the Association;

(c) The assets and liabilities of the Association.

55. The accounts shall be kept at the registered office of the Association or at such other place or places as the Council thinks fit and shall always be open to the inspection of the Council members.

56. Subject to the Memorandum of Association the Council shall from time to time determine at what times and places and under what conditions or regulations and reasonable restrictions the accounts and books of the Association or any of them shall be opened to the inspection of the members.

57. At the Annual General Meeting in every year the Council shall lay before the Association a general report of the activities of the Association Statement of the income and expenditure and the funds and liabilities of the Association made up to a date not more than three months before the meeting from the time when the last preceding statement and balance sheet were made or in the case of the first statement and balance sheet from the incorporation of the Association and such other reports and statements as are referred to in Section 162 of the Act and are applicable to the Association and a copy of such report and statement (including every document required by law to be annexed or attached thereto) shall seven days before the date of the Annual General Meeting be forwarded to each member.

AUDIT

58. Properly qualified Auditors shall be appointed and their duties regulated in accordance with Sections 9, 165, 166 and 167 of the Act and Clause 7 of the Memorandum of Association.

59. Every account of the Council when audited and approved by the General Meeting shall be conclusive except as regards any error discovered therein within three months next after the approval. Whenever any such error is discovered within that period the accounts shall forthwith be corrected and thenceforth be conclusive provided that nothing in this Article shall make any account conclusive in respect of any matter involving or arising out of a breach of Clause of the Memorandum of Association.

INDEMNITY

60. Every Council member or officer of the Association or any person (whether an officer of the Association or not) employed by the Association as Auditor shall be indemnified out of the funds of the Association against all liability incurred by him as such Board member Officer or Auditor in defending proceedings whether civil or criminal in which judgement is given in his favour or in which he is acquitted or in connection with any application in relation thereto in which relief is granted to him by the Court.

WINDING UP

61. The provisions of Clause of the Memorandum of Association relating to the winding up or dissolution of the Association shall have effect and be observed as if the same were repeated in these regulations.

NOTICES

62. A notice may be given by the Association to any member either personally or by sending it by post to him at his registered address or (if he has no registered address within the State) to the address if any within the State supplied by him to the Association for the giving of notices to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected in the case of a notice of a meeting on the day after the date of its posting and in any other case at the time at which the letter would be delivered in the ordinary course of post.

63. (1) Notices of every General Meeting shall be given in any manner hereinbefore authorised to:-

- (a) every member except those members who (having no registered address within the State) have not supplied to the Association an address within the State for the giving of notices to them; and
- (b) the auditor or auditors for the time being of the Association.

(2) No other person shall be entitled to receive notices of General Meetings.