



CONSTITUTION

OF

TRINITY GRAMMAR SCHOOL, KEW

ACN. 004 056 660

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CORPORATIONS ACT 2001

**Company Limited by Guarantee and not having a
Capital divided into Shares.**

**Constitution
of**

**TRINITY GRAMMAR SCHOOL, KEW
(ADOPTED *insert date*)**

PREAMBLE

Vision, Mission and Values

The Company was established to operate the School as an independent Anglican boys' school. In operating the School, the Company strives to uphold the Anglican tradition, promote Christian values and nurture the provision of generous service, particularly to those less fortunate.

Vision

The holistic development of each student – spiritually, emotionally, intellectually, physically, socially, and morally, within a school recognised for excellence.

Mission

To grow exceptional young men empowered to contribute to the global community with courage, humility and integrity.

Values

In the operation of the School, the Company has adopted the following values which underpin the vision and mission of the School:

Excellence – giving our best in everything we do;

Truth – using truthful speech and being honest in our actions;

Humility – holding our power for the good of others;

Integrity – doing the right thing even when no one is watching;

Courage – persisting in the face of challenge; and

Service – caring deeply for the needs of others.

Governance

Prior to the adoption of this Constitution, the Members of the Company and the Ordinary Councillors comprised of the same individuals and the Council was self-selecting. Following an extensive governance review in 2018, and in response to the need for a genuine and effective community engagement in the Company's governance, the membership was substantially varied to include members nominated by and appointed from various stakeholder groups. This will ensure that the Council will be formally held accountable for its governance of the Company by a broad membership that extends beyond the Ordinary Councillors. The Council will have the responsibility for the activities of the School other than those delegated by it to the Principal.

This Preamble is for reference only and does not form part of this Constitution.

1. INTERPRETATION

1.1. In this Constitution, except where the context otherwise requires:

"ACNC" means the Australian Charities and Not-for-profits Commission or its successor.

"ACNC Act" means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth) as modified or amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act apply to the Company;

"the Archbishop" means the Archbishop of the Anglican Diocese of Melbourne, Victoria, Australia;

"the Archbishop's Nominee" means the person from time to time appointed to the Council pursuant to clause 7.2.2;

"Authority" means:

- (a) a Royal Commission, Board of Inquiry, Parliamentary Committee or similar body;
- (b) the Australian Securities & Investments Commission, the Australian Competition and Consumer Commission, and any other regulatory authority;
- (c) a department of any Australian government or of any other jurisdiction;
- (d) a public authority;

- (e) an instrumentality, agent or appointee of the Crown in right of the Commonwealth, in right of a State or in right of a Territory or the equivalent of any of them in any other jurisdiction;
- (f) any other body exercising statutory or prerogative power;
- (g) a government, a governmental, semi-governmental or judicial person, authority, body or entity;
- (h) a statutory corporation; or
- (i) a person, authority, body or entity (whether autonomous or not) who is charged with the administration of law;

"Business Day" means a day that is not a Saturday, Sunday or public holiday in Victoria;

"the Business Manager" means the person holding the position of business manager of the School from time to time whether known by that name, or bursar or any other name signifying that position;

"Controller" has the meaning given by the Law;

"the Company" means Trinity Grammar School, Kew ACN 004 056 660;

"the Council" is a reference to the board of directors for the time being of the Company and means the whole or any number (not being less than a quorum) of the Councillors acting at a duly convened meeting of the Councillors;

"Councillor" means any person occupying the position of a director of the Company;

"Delegations of Authority" means the document called Delegations of Authority ratified by the Council that prescribes financial, personnel and other general delegations by the Council, as amended by the Council from time to time;

"ETR Act" means the *Education and Training Reform Act 2006* (Vic) as amended, modified or re-enacted from time to time and includes any regulations made under that Act;

"External Administrator" means a liquidator, provisional liquidator, Controller or an administrator;

"in writing" means written or printed or partly written or partly printed;

"the Law" means the *Corporations Act 2001* (Cth) as amended from time to time;

“the Member” means a person in his or her capacity as a member of the Company;

"month" means calendar month;

"the Office" means the registered office for the time being of the Company;

"Ordinary Councillor" means the persons for the time being holding office as Councillors pursuant to clause 7.2.1;

"Ordinary Resolution of the Members" means a resolution approved by at least 51% of votes cast by Members present (in person or by proxy) at a meeting of Members;

"the OTGA" means the Old Trinity Grammarians' Association Inc ABN 88 046 637 034 or such other body from time to time as determined by the Council as being representative of the former students of the School;

"the OTGA Nominee" means the person from time to time appointed to the Council pursuant to clause 7.2.4.

"the Parents' Association" means the Trinity Grammar School Kew Parents' Association Inc ABN 68 465 138 500 or such other body from time to time as determined by the Council as being representative of the parents of students presently at the School from time to time;

"the Parents' Association Nominee" means the person from time to time appointed to the Council pursuant to clause 7.2.3;

"Principal" means the Principal of the School from time to time who can also be referred to as "Headmaster" or "Head", with each of these terms being interchangeable for this role as determined by a Special Resolution of the Council after having regard to the wishes of the person employed in that role;

"Registered Entity" has the meaning given in the ACNC Act;

"Replaceable Rules" means the provisions referred to in section 141 of the Law;

"Responsible Entity" has the meaning given in the ACNC Act;

"the School" means the school operated by the Company and known as Trinity Grammar School Kew;

"Special Resolution of the Council" means a resolution approved by at least 75% of votes cast by the Councillors present and entitled to vote at a meeting of the Council;

"Special Resolution of the Members" means a resolution approved by at least 75% of votes cast by Members present (in person or by proxy) at a meeting of Members;

"Stakeholder Members" means the Members who are nominated or appointed in accordance with clause 6.3; and

"TGS Community" means the group comprising:

- (a) students of the School;
- (b) parents of the students of the School;
- (c) past students of the School;
- (d) the Principal;
- (e) past Chairs of the Council;
- (f) Members of the Company;
- (g) current and past teachers of the School; and
- (h) closely affiliated members of the Anglican Church (including the Archbishop, the Dean of St Paul's Cathedral Melbourne and the Vicar of Holy Trinity Kew).

1.2. Words importing the singular number include the plural number and vice versa. Words importing the masculine gender include the feminine gender.

1.3. Except so far as the contrary intention appears in this Constitution, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Law, the same meaning as in that provision of the Law.

2. NAME

The name of the Company is **"Trinity Grammar School, Kew"**.

3. REPLACEABLE RULES

3.1. Application of section 111L of the Law

Subject to clause 3.2, notwithstanding section 111L of the Law, Parts 2G.2 and 2G.3 of the Law will form part of this Constitution insofar as they relate to meetings of members of public companies limited by guarantee and will be deemed to apply to the Company.

3.2. Replaceable Rules

The Replaceable Rules in the Law do not apply to the Company.

4. OBJECTS

4.1. Objects

The Company is established to:

- 4.1.1. operate and maintain the School in accordance with the School's Mission, Vision and Values; and
- 4.1.2. provide to students at the School a general education including religious instruction according to the principles of the Anglican Church in Australia.

4.2. Powers

The Company has the powers set out in the Law but only to do all things which the Council considers that are necessary, convenient, incidental or desirable to carry out the objects set out in this clause 4.

5. INCOME AND PROPERTY OF COMPANY

5.1. Application of income and property

The income and property of the Company will only be applied towards the promotion of the objects of the Company set out in clause 4.

5.2. Payment of company expenses

No income or property will be paid or transferred directly or indirectly to any Member of the Company except for payments:

- 5.2.1. in return for any services rendered or goods supplied in the ordinary course of business to the Company; and

5.2.2. of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent.

5.3. No remuneration for Councillors

No remuneration or other benefit may be paid or given by the Company to any Councillor except:

5.3.1. for the reimbursement of out-of-pocket expenses incurred on reasonable commercial terms in carrying out the duties of a Councillor where the amount does not exceed an amount previously approved by a resolution of the Council; and

5.3.2. for any service rendered to the Company in a professional or technical capacity, other than in a capacity as a Councillor, where the terms of service are on reasonable commercial terms and have been previously approved by a resolution of the Council.

6. MEMBERSHIP OF THE COMPANY

6.1. Number of Members

The Company shall have no less than twenty-five (25) and no more than thirty-six (36) Members.

6.2. Classes of Members

6.2.1. Members must be natural persons and comprised of:

6.2.1.1. the Councillors; and

6.2.1.2. Stakeholder Members.

6.2.2. For the avoidance of doubt, the Council must ensure that the number of Stakeholder Members at all times exceeds the number of Councillors. Should at any time the number of Stakeholder Members fall below the number of Councillors for whatever reason, the Council must ensure that further Stakeholder Members are appointed pursuant to clause 6.3 within a period of three (3) months to bring their number to at least one more than the number of Councillors.

6.3. Stakeholder Members

Stakeholder Members are comprised of:

6.3.1. two (2) nominees of the OTGA approved by the Council;

- 6.3.2. two (2) nominees of the Parents' Association, each of whom shall be a parent of a child currently attending the School, approved by the Council;
 - 6.3.3. two (2) nominees of the Archbishop approved by the Council;
 - 6.3.4. five (5) to sixteen (16) individuals appointed by the Council; and
 - 6.3.5. the immediate past two (2) School Captains of the School,
- subject to those persons also agreeing in writing to become Members of the Company.

6.4. Eligibility of Stakeholder Members

- 6.4.1. A Councillor cannot be appointed as a Stakeholder Member.
- 6.4.2. A Stakeholder Member who is appointed to the Council immediately vacates his or her Stakeholder Member position.

6.5. Nominated Stakeholder Members

The OTGA, the Parents' Association and the Archbishop will from time to time each nominate two persons as a Stakeholder Member under clauses 6.3.1, 6.3.2, and 6.3.3, respectively, and may at any time withdraw such nomination before it has taken effect or revoke the nomination after it has taken effect and provide a replacement nominee.

6.6. Council appointed Stakeholder Members

The Council will from time to time appoint Stakeholder Members under clause 6.3.4, being persons who have demonstrated commitment to the advancement of the objects of the School and an interest in the pursuit of the objects of the Company. Such appointments, at Council's discretion must be drawn from persons from the following categories:

- 6.6.1. long serving volunteers of the School;
- 6.6.2. Vicar or Wardens of the Holy Trinity Kew;
- 6.6.3. previous Principals;
- 6.6.4. long serving past staff members;

6.6.5. previous students of the School; and

6.6.6. past Councillors.

6.7. Term

6.7.1. Members who are Councillors cease to be Members when they cease to be Councillors.

6.7.2. Subject to clause 6.7.3,

- a) Stakeholder Members referred to in clauses 6.3.1, 6.3.2, and 6.3.3 may be nominated for a term of up to five (5) years and are eligible for renomination;
- b) Stakeholder Members referred to in clause 6.3.4 may be appointed for a term of up to five (5) years and are eligible for re-appointment;
- c) Stakeholder Members referred to in clause 6.3.5 will serve a term of two (2) years and will not be eligible for re-appointment under clause 6.3.5;

6.7.3. An individual may not serve as a Stakeholder Member for longer than ten (10) years in total, unless a further term is approved by a Special Resolution of the Council.

6.8. Membership rights and obligations

Each Member is entitled to all the privileges of membership and must observe this Constitution and any other rules and conventions adopted by the Council or by the Company at a general meeting from time to time.

6.9. Membership resignation

A member may at any time by giving notice in writing to the Secretary resign his or her membership of the Company.

6.10. Cessation of membership

A person will immediately cease to be a Member, if:

- 6.10.1. the Member gives the Secretary written notice of resignation, from the date of receipt of that notice by the Secretary;

- 6.10.2. the nomination of a Stakeholder Member referred to in clauses 6.3.1, 6.3.2 or 6.3.3 is withdrawn;
- 6.10.3. a Stakeholder Member referred to in clause 6.3.2 no longer has a child that is currently attending the School;
- 6.10.4. the Member's term of membership expires in accordance with clause 6.7; and
- 6.10.5. the Member:
 - 6.10.5.1. dies;
 - 6.10.5.2. becomes of unsound mind or a person whose person or estate is liable to be dealt in any way under the laws relating to mental health;
 - 6.10.5.3. is convicted of an indictable offence;
 - 6.10.5.4. files or is the subject of a petition for bankruptcy; or
 - 6.10.5.5. the Member is expelled in accordance with clause 6.11 pursuant to a two-thirds resolution of the Council or a Special Resolution of the Members (as applicable).

6.11. Expulsion or suspension

- 6.11.1. Subject to clause 6.11.2, the Council may, by a resolution passed by two-thirds of the Councillors present and voting at a meeting of the Council, suspend or expel any Member from the Company if it is determined by the Council that the Member:
 - 6.11.1.1. refuses or neglects to comply with the provisions of the Constitution of the Company; or
 - 6.11.1.2. is or has engaged in any conduct which in the opinion of the Council is unbecoming of a Member or prejudicial to the efficient and harmonious running of the School or is prejudicial to the interests or reputation of the School or the Company ("misconduct")

upon which, notice of such resolution will be given to the person so qualified and such person will be deemed to have ceased being a Member of the Company as from the date of such resolution and notwithstanding any other clause of this Constitution the Council may in its absolute discretion reject any later application by any person so removed from the

Register of Members without being bound to given reasons or may admit such people on such terms and conditions as it may in its absolute discretion think fit.

- 6.11.2. The Member must be given notice of the meeting of the Council referred to in clause 6.11.1 and of what is alleged against the Member and of the intended resolution at least twenty-one (21) days before the meeting of the Council at which such a resolution is to be considered. At the meeting, and before the passing of the resolution the Member may give orally or in writing any explanation or reasons why the Member should not be expelled as the Member may think fit. Further, the Member may by notice in writing lodged with the Secretary at least twenty-four (24) hours before the time for holding the meeting at which the resolution is to be considered, elect to have the question dealt with by the Company in general meeting and in that event an extraordinary general meeting of the Company shall be called for that purpose and if at that meeting a Special Resolution of the Members is passed (such vote to be taken by ballot), the Member concerned shall be suspended or expelled.

7. COUNCIL

7.1. Powers

Subject to the Law and to any other provision of this Constitution, the business of the Company shall be managed by the Council, which may exercise all the powers of the Company as are not, by the Law or by this Constitution required to be exercised by the Company in general meeting.

7.2. Composition

The Council shall consist of not more than twelve (12) persons of whom:

- 7.2.1. at least five (5) and not more than nine (9) (the **Ordinary Councillors**) shall be appointed by the Council having regard to the skills and experience of the Councillors in any discipline, profession or field of knowledge which may be beneficial to the Company;
- 7.2.2. one (1) shall be a person nominated by the Archbishop and approved by the Council;
- 7.2.3. one (1) shall be a parent of a child currently attending the School nominated by the Parents' Association and approved by the Council; and
- 7.2.4. one (1) shall be a former student of the School nominated by the OTGA and approved by the Council,

subject to those persons agreeing in writing to become Councillors and Members of the Company.

7.3. Term

- 7.3.1. Each Ordinary Councillor will be appointed for a term of up to three (3) years, after which he or she is eligible for re-appointment.
- 7.3.2. Each Councillor appointed under clause 7.2.2, 7.2.3, and 7.2.4 will hold office for a term of two (2) years, after which he or she must retire from office.
- 7.3.3. A retiring Councillor is eligible for re-appointment except where that Councillor has served a period of three (3) consecutive terms, unless in all the circumstances of a particular case the Council resolves that it would be in the best interests of the Company to permit the extension of that maximum period for a specified period by no more than one further term.
- 7.3.4. The persons who hold office as Councillors at the date of adoption of this Constitution will remain in office until the expiration of their current terms, unless their office becomes vacant earlier in accordance with clause 7.5.

7.4. Notice of Retirement

Any Councillor may retire from his or her office upon giving one (1) month notice in writing addressed to the Council of his or her intention so to do and such resignation shall take effect upon the expiration of such notice or its earlier acceptance by Council.

7.5. Vacancy in the office of a Councillor

- 7.5.1. In addition to the circumstances in which the office of a Councillor becomes vacant by virtue of the Law or other provisions of this Constitution, the office of Councillor is vacated automatically:
 - 7.5.1.1. if the Councillor becomes mentally incapable or the Councillor's estate is liable to be dealt with in any way under the law relating to mental health;
 - 7.5.1.2. upon the termination or expiration of his or her term;
 - 7.5.1.3. if he or she submits his or her resignation in writing to the Secretary of the Company;
 - 7.5.1.4. if he or she becomes bankrupt;

- 7.5.1.5. if the Councillor has been
 - 7.5.1.5.1. disqualified from being a Responsible Entity of a Registered Entity during the preceding twelve (12) months; or
 - 7.5.1.5.2. suspended or removed as a Responsible Entity of a Registered Entity, under the ACNC Act;
- 7.5.1.6. if the Councillor ceases to meet the character requirements imposed by the ETR Act as a responsible person of a non-government school;
- 7.5.1.7. if the Councillor is automatically disqualified because the Councillor:
 - 7.5.1.7.1. is convicted on indictment of an offence that:
 - a) concerns the making, or participation in making, of decisions that affect the whole or a substantial part of the business of the Company; or
 - b) concerns an act that has the capacity to affect significantly the Company's financial standing; or
 - 7.5.1.7.2. is convicted of an offence that:
 - a) is a contravention of the Law and is punishable by imprisonment for a period greater than twelve (12) months; or
 - b) involves dishonesty and is punishable by imprisonment for at least three (3) months; or
 - 7.5.1.7.3. is convicted of an offence against the law of a foreign country that is punishable by imprisonment for a period greater than twelve (12) months;
- 7.5.1.8. if he or she is absent from three (3) consecutive meetings of the Council of which reasonable notice has been given and such absence has not been excused by resolution of the Council;
- 7.5.1.9. in the case of the Parents' Association Nominee or the OTGA Nominee, the appointing body notifies the Council in writing that the appointment has been revoked;

- 7.5.1.10. in the case of the Parents' Association Nominee, when the Councillor no longer has a child currently attending the School;
 - 7.5.1.11. in the case of the Archbishop's Nominee, upon the Council receiving from the Archbishop, or his or her delegate, notification in writing that the appointment of the Archbishop's Nominee is revoked;
 - 7.5.1.12. if he or she is removed from office in accordance with clause 7.6; or
 - 7.5.1.13. if he or she ceases to be a Member of the Company.
- 7.5.2. Any vacancy created in the positions held by the Archbishop's Nominee, the Parents' Association Nominee or the OTGA Nominee shall be filled by the Archbishop, the Parents' Association or the OTGA respectively (the **Appointor**) and may not be filled by the Council without the prior consent in writing of the relevant Appointor.
- 7.5.3. The existence of a vacancy in the office of a Councillor, howsoever caused, or the failure of an Appointor to make an appointment under this Constitution, will not affect the capacity of the Council to carry out its functions in accordance with this Constitution and the Law. However, subject to clause 7.7, if the number of Ordinary Councillors falls below the minimum number fixed in accordance with clause 7.2.1, the Councillors may act for the purpose of increasing the number of Ordinary Councillors to the minimum or to convene a general meeting, but for no other purpose.

7.6. Removal of Councillors

Subject to the Law, the Members of the Company may by Ordinary Resolution of the Members remove any Councillor from office provided the following procedure is observed:

- 7.6.1. Notice of intention to move this resolution must be given to the Company at least two (2) months before the meeting is to be held. However, if the Company calls a meeting after the notice of intention is given under this subsection, the meeting may pass the resolution even though the meeting is held less than two (2) months after the notice of intention is given.
- 7.6.2. The Company must give the Councillor a copy of the notice as soon as practicable after it is received.

7.6.3. The Councillor is entitled to put their case to the Members by:

7.6.3.1. giving the company a written statement for circulation to the Members; and

7.6.3.2. speaking to the motion at the meeting.

7.6.4. The written statement is to be circulated by the Company to the Members by sending a copy to everyone to whom notice of the meeting is sent if there is time to do so or, if there is not time to comply with this requirement, by having the statement distributed to the Members attending the meeting and read out at the meeting before the resolution is voted on.

7.6.5. The Councillor's statement does not have to be circulated to members if it is more than 1,000 words long or defamatory.

7.7. Special appointment of Councillors

In the event there is vacancy in the office of Ordinary Councillors for any reason such that the number of Ordinary Councillors falls below three (3), then the Stakeholders Members shall as soon as practicable by ordinary resolution at a general meeting appoint such number of Ordinary Councillors to bring the number of Ordinary Councillors to five (5), subject to those persons also agreeing in writing to become Councillors and Members of the Company. When there are five (5) Ordinary Councillors appointed, any further appointments of Ordinary Councillors must be made in accordance with clause 7.2.1.

7.8. Employees

An employee of the Company is not eligible to act as a Councillor or Member.

7.9. Obligations

The Archbishop's Nominee, the Parents' Association Nominee and the OTGA Nominee (if any) on the Council are not, by virtue of their appointment as nominees, representative Councillors of the relevant Appointor and are not excused from their obligations at Law to act in the best interests of the Company.

7.10. Confidentiality

Each Councillor (including the Archbishop's Nominee, the Parents' Association Nominee and the OTGA Nominee) must maintain in confidence the proceedings of Council and all information to

which he or she becomes privy by virtue of his or her office as a Councillor except to the extent that those proceedings or that information becomes publicly available.

8. OFFICE BEARERS

8.1. Chair

The Chair shall be elected annually by the Council from among their number and shall oversee the policies of the Company, represent the Company wherever necessary, chair or delegate the chairing of meetings of the Council and meetings of the Company and ensure that all Company business is conducted in accordance with the provisions of this Constitution and the Law.

8.2. Deputy Chair

There shall be one or two Deputy Chairs as determined by the Council from year to year and elected annually by the Council from among their number who shall assist the Chair in the carrying out of his or her duties and one of whom shall represent the Chair when the Chair is absent or unable to act in any matter or thing.

8.3. Treasurer

8.3.1. There shall be a Treasurer elected annually by the Council from among their number who shall oversee all of the financial, prudential, accounting and audit functions of the Company, including such accounting and associated records and bank accounts as may from time-to-time be determined by the Council and which shall be maintained by the Business Manager and the employees of the Company.

8.3.2. The Treasurer shall review an annual budget prepared by the Business Manager and give regular reports to Council meetings on such financial matters as the Council shall require.

8.4. Secretary

8.4.1. The Secretary of the Company shall be appointed by the Council and will hold office on the terms and conditions, and with the powers, duties and authorities, as the Council decides.

8.4.2. Unless the Council appoints another appropriately qualified individual, the Business Manager shall be the Secretary of the Company.

8.4.3. The Secretary shall:

- 8.4.3.1. conduct and record the correspondence of the Council;
- 8.4.3.2. give notice of all meetings of the Council and committees and enter minutes of all resolutions and proceedings at such meetings in a minute book;
- 8.4.3.3. keep a Register of Members of the Company;
- 8.4.3.4. preserve the papers and documents of the Company; and
- 8.4.3.5. perform all other duties of the office of Secretary or ordinarily performed by a Company Secretary.

9. COMMITTEES OF THE COUNCIL

9.1. Establishment

The Council may establish and disestablish Committees of the Council as it deems appropriate from time-to-time.

9.2. Membership of Committees

The membership of all Committees shall be determined from time-to-time by the Council, provided that any committee may include persons who are not members of the Council. Any Councillor may attend any Committee at their own initiative.

9.3. Chair of Council ex-officio standing

The Chair of Council shall be ex-officio a member of each Committee.

9.4. Chair of Committees

The Chair of each Committee shall be an Ordinary Councillor.

9.5. Observers

The Principal and the Business Manager shall be observers on each Committee of Council.

10. MEETINGS OF THE COUNCIL

10.1. Number of meetings

The Council shall meet regularly for the dispatch of its business at such intervals as it may from time-to-time determine provided that at least six (6) meetings are held in each calendar year.

10.2. Calling of meetings

The regular meetings shall be called by the Secretary or, in the Secretary's absence, by the Chair. A special meeting of the Council may be called by the Chair or may be called by the Secretary on receipt of a requisition from at least five (5) members of the Council.

10.3. Quorum

The quorum for Council meetings shall be five (5) or fifty percent of the total number of Councillors at the given time, whichever is the higher.

10.4. Conduct of meetings

The Council shall determine the manner in which it conducts its business, may adjourn meetings as it sees fit and may make Regulations governing its proceedings.

10.5. Presiding at Council Meetings

The Chair will preside at Council meetings. Where the Council meeting is held and the Chair is absent or not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act:

10.5.1. the Deputy Chair shall preside at the meeting; and

10.5.2. if the Deputy Chair is absent or not present within ten (10) minutes after the time appointed for the holding of the meeting or is unwilling to act, the Councillors present shall elect one of their number to be the chair of that meeting.

10.6. Notices

Notices of Meeting may be given by facsimile, e-mail or other equivalent technological means addressed to the last known address for receipt of the particular means of communication of the member of Council for whom the notice is intended.

10.7. Voting

At a meeting of the Council, each Councillor present will have one vote.

10.8. Decision making by Council

Subject to this Constitution, questions arising at any meeting of the Council must be decided by a majority of votes and a determination by a majority of the Councillors present at a duly convened meeting will for all purposes be deemed a determination of the Council.

10.9. Casting vote of Chair

In the event of an equality of votes on a resolution put to the Council, the chair of the particular meeting shall not have a casting vote.

10.10. Special Resolution of the Council

The following matters require approval by a Special Resolution of the Council:

- 10.10.1. the appointment of the Principal under clause 16.1 , and from time to time, the determination of whether that person will be referred to as "Principal", "Headmaster" or "Head;
- 10.10.2. the approval of a further term for Stakeholder Members under clause 6.7.3;
- 10.10.3. any matter with a material impact on the School's reputation; or
- 10.10.4. any material change in the nature of the operations of the Company.

10.11. Circular resolution

- 10.11.1. If a majority of the total number of Councillors (or in the case of a Special Resolution of the Council, 75% of the total number of Councillors) have provided consent in writing that they are in favour of a resolution of the Council in terms set out in the document, a resolution in those terms is treated as having been passed at a meeting of the Council held on the day on which the written consent was provided. If the Councillors provide written consent on different days, then a resolution is treated as having been passed on the day on which written consent was last provided by a Councillor thereby constituting a majority in number (or 75% in the case of a Special Resolution of the Council). A resolution is not treated as passed on that day if the circular resolution, by its terms, is said to take effect from another specified date.

10.11.2. All resolutions passed under clause 10.11.1 must be referred to in the minutes of the following Council's meeting.

10.11.3. For the purposes of this clause 10.11, two or more separate documents containing the written consent of the Councillors that they are in favour of a resolution of the Councillors are together treated as constituting one document providing that the wording of the resolution is identical in each document. Such documents or documents are treated as constituting a minute of that meeting and must be entered in the books kept for that purposes.

10.12. Use of technology

Without limiting the discretion of the Council to regulate its meetings under this Constitution, a meeting of the Council may, with the consent of all Councillors, be held by the Councillors communicating with each other by any technological means by which they are able to simultaneously hear each other and to participate in the discussion..

11. ANNUAL TGS COMMUNITY MEETING

11.1. Annual TGS Community Meeting

11.1.1. The Council must convene an annual meeting open to the TGS Community in the evening of a Business Day during Term 1 of each school year selected by the Council.

11.1.2. The purpose of the Annual TGS Community Meeting is to ensure that the TGS Community, and in particular, all members of the Parents' Association and the OTGA, have a formal forum to engage with the Council at least once per annum.

11.1.3. For the avoidance of doubt, the Annual TGS Community Meeting is not intended to affect TGS Community's liaison and engagement separately and directly with the OTGA or the Parents' Association, which the TGS Community is encouraged to do.

11.2. Notices

11.2.1. TGS Community must be given at least fourteen (14) days' notice of the date and time of the Annual TGS Community Meeting.

11.2.2. Notice of the Annual TGS Community Meeting must be given to the TGS Community through an appropriate medium, such as a Trinity Connect or any other electronic means.

11.3. Conduct of Meeting

The Chair of the Council will conduct the meeting, and the agenda shall include as standing items:

- 11.3.1. a presentation by the Council of the long term plans for the Company over the next five (5) academic years;
- 11.3.2. a presentation by the Principal of the plans for the immediate academic year;
- 11.3.3. a presentation by the OTGA on its activities; and
- 11.3.4. a presentation by the Parents' Association on its activities.

11.4. Format of Meeting

- 11.4.1. The Council will have sole discretion to determine the appropriate format for the Annual TGS Community Meeting, which may vary from time to time.
- 11.4.2. Subject to clause 11.4.1, the TGS Community must be given an opportunity at each Annual TGS Community Meeting to seek appropriate clarification from the Councillors, the Principal, as well as the OTGA and the Parents' Association on matters relating to the activities at the School.

11.5. Summary distributed at Annual General Meeting

A summary of the Annual TGS Community Meeting will be distributed as part of the documentation for the immediately succeeding annual general meeting of the Members.

12. GENERAL MEETINGS OF THE COMPANY

12.1. Calling of meetings by Council

The Council at any time may convene a general meeting of the Company including the Annual General Meeting.

12.2. Calling of general meetings pursuant to a Member's request

- 12.2.1. The Councillors must call and arrange to hold a general meeting on the request of 5% of the votes that may be cast at a general meeting.

12.2.2. The Member's request must be in writing, state any resolution to be proposed at the meeting, be signed by the members making the request and otherwise comply with the Law.

12.2.3. The Councillors must call the meeting within twenty-one (21) days after the request is given to the Company pursuant to this clause 12.2, and the meeting must be held no later than 2 months after the request is given to the Company.

12.3. Calling of meetings by Members where Councillors do not consent

12.3.1. Members with more than 50% of the votes of all the Members who made a request under clause 12.2 may call and arrange to hold a general meeting if the Council do not do so within twenty-one (21) days after the request is given to the Company. The meeting must be called in the same way, as far as is possible, in which general meetings of the Company may be called. Such a meeting must be held no later than three (3) months after the request is given to the Company.

12.3.2. In calling such a general meeting the Members may ask the Company for a copy of the register of Members. The Company must give the Members a copy of the register of Members free of charge.

12.3.3. If such a general meeting is called the Company must pay the reasonable expenses incurred by the Members resulting from the Council's failure to call and arrange to hold the meeting.

12.3.4. The Company may recover the expenses under clause 12.3.3 from the Councillors. However, a Councillor is not liable for the amount if they prove that they took all reasonable steps to cause the Councillors to comply with clause 12.2. The Councillors who are liable are jointly and individually liable for the amount.

12.4. Calling of general meetings by Members

Members with at least 5% of the votes that may be cast at a general meeting may call and arrange to hold a general meeting. The members calling the meeting must pay the expenses of calling and holding the meeting. The meeting must be called in the same way - as far as possible - in which general meetings of the Company may be called and the process must otherwise comply with the Law.

12.5. Notice of General Meetings

Subject to the provisions of the Law and this Constitution, not less than twenty-one (21) days' notice shall be given of all general meetings of the Company except where:

12.5.1. in the case of an Annual General Meeting, all the members entitled to attend and vote agree beforehand; and

12.5.2. in the case of any other general meeting, if the members with at least 95% of the votes that may be cast at the meeting agree beforehand,

unless a general meeting proposes a resolution to remove a Councillor or auditor, in which case the meeting cannot be called with less than twenty-one (21) days' notice.

12.6. Notices

12.6.1. A general meeting of the Company shall be convened by sending notices to Members specifying the date, time, place and business of the meeting and, where the meeting is to be held in different places, the technology to be used to facilitate a meeting complying with clause 12.11 below.

12.6.2. The notice of meeting must state the nature of the meeting's business, and if a special resolution is to be proposed at the meeting – set out an intention to propose the special resolution and state the resolution.

12.6.3. A notice of meeting sent by post is taken to be given three (3) days after it is posted. A notice of meeting sent by fax, or other electronic means, is taken to be given on the business day after it is sent. A notice of meeting given to a member in accordance with section 249J(3)(cb) of the Law is taken to be given on the business day after the day on which the member is notified that the notice of meeting is available.

12.6.4. When a meeting is adjourned, new notice of the resumed meeting must be given if the meeting adjourned for one (1) month or more.

12.7. Quorum

The quorum for any general meeting of the Company, including the Annual General Meeting, shall be the majority of the Members (rounded up to the nearest whole number). Except in the case of an Annual General Meeting, if within half an hour after the appointed time for the meeting a quorum is not present, if convened upon the requisition of Members the meeting shall be dissolved and, in

any other case, shall stand adjourned to the same day in the next week at the same time and place or to such other date, time and place determined by the chair of the meeting and no notice of adjournment need be given by the Secretary to the Members.

12.8. Presiding at General Meetings

The Chair will preside at General Meetings. Where the General Meeting is held and the Chair is absent or not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act:

12.8.1. the Deputy Chair shall preside at the meeting; and

12.8.2. if the Deputy Chair is absent or not present within ten (10) minutes after the time appointed for the holding of the meeting or is unwilling to act, the Members present shall elect one of their number to be the chair of that meeting.

12.9. Recommendations to Council

A general meeting of the Company may make recommendations to the Council, and the Council shall consider such recommendations at its next meeting.

12.10. Motions

Any motion submitted to a general meeting shall be capable of amendment without prior notice by a majority of those present entitled to vote and the motion as so amended shall then be treated as the original motion.

12.11. Use of technology

A general meeting of the company including the Annual General Meeting may be held by any technological means as determined by the Council provided the Members are able to simultaneously hear each other and to participate in the discussion.

13. ANNUAL GENERAL MEETING

13.1. Frequency of Annual General Meetings

The Company shall hold an Annual General meeting at least once each calendar year and within five (5) months of the end of the financial year of the company.

13.2. Special business

All business shall be deemed special that is transacted at a General Meeting with the exception of the consideration of the accounts, balance sheet and other financial statements of the Company, the consideration of the ordinary reports to Council and the report of the Auditors at the Annual General Meeting.

13.3. Report of Council

The Council shall prepare for the Annual General Meeting, a report of the previous year's activities together with audited financial statements, up to a date less than five (5) months before the date of the meeting.

13.4. Adjournment

In the case of the Annual General Meeting, if within half an hour after the appointed time for the meeting a quorum is not present, the meeting shall be adjourned and the Members present may then appoint a convenient day, time and place for the holding of the adjourned meeting allowing for due notice of the adjournment to be given by the Secretary. If at the adjourned meeting a quorum is not present within half an hour after the appointed time for the meeting, the Members present shall form a quorum. Only unfinished business may be transacted at a meeting resumed after an adjournment of the Annual General Meeting.

14. VOTING BY MEMBERS

14.1. Voting

Each Member shall have one vote at any meeting of the Members of the Company. Every Member may vote personally or by proxy. Any member holding a proxy has as many additional votes as the member holds proxies.

14.2. Casting vote

The chair of any General Meeting shall be entitled to vote and in the case of an equality of votes shall be entitled to an additional or casting vote.

14.3. Proxies

- 14.3.1. A Member who is entitled to attend and cast a vote at a meeting of Members may appoint a person who is a Member of the Company as the Member's proxy to attend and vote for the Member at the meeting.
- 14.3.2. An instrument appointing a proxy shall be valid if signed by the Member of the Company making the appointment and contains the following information:
- 14.3.2.1. the Member's name and address;
 - 14.3.2.2. the Company's name;
 - 14.3.2.3. the proxy's name or the name of the office held by the proxy; and
 - 14.3.2.4. the meetings at which the appointment may be used.
- 14.3.3. An appointment of a proxy is valid if it is signed by the Member making the appointment and contains the information required by subsection 250A(1) of the Law. The Councillors may determine that an appointment of proxy is valid even if it only contains some of the information contained in section 250A(1) of the Law.
- 14.3.4. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll and (except to the extent to which the proxy is specifically directed to vote for or against any proposal) the power to act generally at the meeting for the person giving the proxy.
- 14.3.5. An instrument appointing a proxy, unless the contrary is stated, is valid for any adjournment of the meeting as well as for the meeting for which it relates.
- 14.3.6. A proxy or attorney may be appointed for all general meetings or for any number of general meetings or for a particular purpose.
- 14.3.7. If a proxy appointment is signed by the Member but does not name the proxy or proxies in whose favour it is given, the chairperson may either cast as proxy or contemplate the appointment by inserting the name or names of one or more Councillors or the Secretary.
- 14.3.8. The instrument appointing a proxy may be by letter, or facsimile or any method of electronic transmission, provided it is signed by the appointor and will be nearly as practicable in the following form and the wording shall be identical:

To: The Secretary

Trinity Grammar School, Kew

ACN 004 056 660

APPOINTMENT OF PROXY

I, _____ of _____ being a
Member of Trinity Grammar School, Kew and entitled to vote at the general meeting
hereof, hereby appoint _____ of _____
being a member of the Company or in his/her absence
_____ of _____ being a Member of the
Company as my proxy to vote for me on my behalf at the (annual) general meeting of
the Company, to be held on _____ and at any adjournment of
the meeting.

My _____ proxy is authorised to vote:

(a) in favour of/against* the resolution numbered (#) in the Notice of Meeting; and

(b) as my proxy things fit in respect of any other resolution.

Signed this _____ day of _____

Witness:

Name:

Signature:

NOTE: If the Member wishes to vote for or against any resolution it must instruct its proxy accordingly. Unless otherwise instructed, the proxy may vote as he or she thinks fit.

* *Delete whichever is not desired.*

14.4. Lodgement of proxy

14.4.1. In order for an appointment of a proxy for a meeting of Members to be effective, the following documents must be received by the Company at least forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person names in

the instrument proposes to vote, or in the case of a poll, at least twenty-four (24) hours before the taking of the poll:

- 14.4.1.1. the instrument appointing a proxy; and
 - 14.4.1.2. if the appointment is signed by the appointor's attorney, the authority under which the appointment was signed or a certified copy of the authority.
- 14.4.2. The Company receives an appointment of a proxy and any power of attorney or other authority under which it was executed when they are received at:
- 14.4.2.1. the Company's registered office;
 - 14.4.2.2. a facsimile number at the Company's registered office; or
 - 14.4.2.3. a place, facsimile number or electronic address specified for that purpose in the notice of meeting.

14.5. Validity of proxy

Unless the Company has received written notice of the matter before the start or resumption of the meeting at which a proxy votes, a vote cast by the proxy will be valid even if, before the proxy votes the appointing member dies or is mentally incapacitated or the member revokes the proxy's appointment.

14.6. Manner of voting

At a General Meeting, voting will occur by show of hands, unless a poll is demanded. Before a vote is taken the chair must inform the meeting whether any proxy votes have been received and how the proxy votes are to be cast. On a show of hands, a declaration by the chair is conclusive evidence of the result, provided that the declaration reflects the show of hands and the votes of the proxies received. Neither the chair nor the minutes need to state the number or proportion of the votes recorded in favour or against.

14.7. Poll

- 14.7.1. A poll may be demanded on any Member resolution.
- 14.7.2. At a general meeting of the Members, a poll may be demanded by:

14.7.2.1. at least five (5) members entitled to vote on the resolution; or

14.7.2.2. members with at least 5% of the votes that may be cast on the resolution on a poll;
or

14.7.2.3. the Chair.

14.7.3. If a poll is demanded or directed on a matter other than the election of a chair or the question of an adjournment it must be taken in such manner and at such time and place as the Chair of the meeting directs and the result of the poll will be deemed to be the resolution of the meeting at which the poll was demanded. The demand of a poll may be withdrawn. In the case of any dispute as to the admission or rejection of a vote, the Chair must determine the same and such determination made in good faith will be final and conclusive.

14.7.4. Any poll demanded on the election of a Chair of a meeting or on any question of adjournment must be taken at the meeting and without adjournment.

14.7.5. The demand for a poll will not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

14.8. Suspension of right to vote

A Member will have no right to vote at any General Meeting during a period of suspension of their membership.

14.9. Challenge to a right to vote

A challenge to a right to vote at a meeting of a company's members may only be made at the meeting and must be determined by the chair, whose decision is final.

15. AUDIT

15.1. Frequency

Once at least in every year an audit shall be undertaken by a qualified auditor of the Company's affairs and an audit report prepared and presented to the Members.

15.2. Appointment of auditor

The auditor shall be appointed and may be removed, and the rights and duties of the auditor or auditors shall be regulated, in accordance with the provisions of the Law.

15.3. Remuneration

The remuneration of the auditor or auditors shall be fixed by the Council.

15.4. Restriction on appointment of auditor

No member of the Council shall be entitled to act as an auditor during his or her continuance in office.

15.5. Notices

The Company must give its auditor:

- 15.5.1. notice of a general meeting in the same way that a Member is entitled to receive notice; and
- 15.5.2. any other communications relating to the general meeting that a Member is entitled to receive.

15.6. Casual vacancy

If any casual vacancy occurs in the office of auditor the Council shall forthwith fill the vacancy.

16. PRINCIPAL

16.1. Appointment

The Principal shall be appointed by the Council upon such terms as the Council shall from time to time deem fit.

16.2. Responsibilities

Subject to the direction and control of the Council, the Principal shall be responsible for:

- 16.2.1. the proper conduct, management and discipline of the School and for the general supervision of all school activities, which should at all times adhere to the broad Christian principles as expressed by the Anglican Church of Australia and be consistent with the values which underpin the vision and mission of the Company;

- 16.2.2. implementing the Council's overall policy and playing a significant role as the Council's chief policy adviser;
- 16.2.3. keeping the Council fully informed of educational plans and developments and any other matters which need to be drawn to its attention;
- 16.2.4. subject to Council policy and within the framework of the budget established by the Council:
- a) the provision of visionary and exemplary leadership to the School
 - b) the appointment and direction of all staff
 - c) the dismissal of staff, where necessary
 - d) the enrolment, welfare and discipline of all students
 - e) the removal of students from the School, when necessary
 - f) the arrangement and direction of curricular and co-curricular activities
 - g) the financial oversight and direction of the School
 - h) the maintenance of a cooperative and supportive atmosphere within the school community and between the School and the broader community.
- 16.2.5 such other powers as the Council may delegate to the Principal from time to time and on such terms and conditions as the Council shall think fit.

16.3. Restriction on eligibility to be a Councillor or Member

The Principal is not eligible to be appointed as a Councillor or a Member of the Company.

16.4. Attendance at meetings

The Principal shall be entitled to receive notice of all Council meetings, General meetings and Council Committee meetings, and may attend such meetings (unless requested by the Chair not to attend any particular Council meeting or part of such meeting) in a consultative capacity, and may speak on all matters raised or considered at the meeting.

17. VISITOR

The Archbishop is the Visitor to the School. The Visitor has ceremonial functions only and no powers, duties or functions with respect to the resolution of disputes or any other matter concerning the affairs of the School.

18. WINDING UP

Every Member of the Company undertakes to contribute, in the event of it being wound up, while he or she is a Member, or within 1 year after he or she ceases to be a Member, to the payment of one dollar towards the debts and liabilities of the Company, and of the costs, charges, and expenses of winding up.

19. INSPECTION OF RECORDS

Subject to the Law, the Councillors may determine whether and to what extent, and at what times and places and under what conditions, the accounting records and other documents of the School or any of them will be open for inspection by the Members other than Councillors.

20. EXECUTION OF DOCUMENTS

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company must be signed, drawn, accepted, endorsed or otherwise executed in accordance with the Delegations of Authority.

21. COMMON SEAL

21.1. Affixing of the Common Seal

The common seal of the Company shall be kept in the custody of the Secretary and shall not be affixed to any instrument except by the authority of the Council. The affixing of the common seal shall be attested by the signatures of the two of the Chair, a Deputy Chair, Treasurer and Business Manager provided that either the Chair or Business Manager is one of the signatories.

21.2. Effect on execution of documents

Clause 21.1 shall not restrict the manner in which the Company may execute documents provided that such execution is in accordance with the Law or otherwise properly authorised by the Company.

22. DEALING WITH SURPLUS ASSETS

If, upon the winding up or dissolution of the Company, there remains after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the Members of the Company but shall be given or transferred to the Trusts Corporation of the Anglican Diocese of Melbourne to be used by such Trusts Corporation solely for the advancement of education in the municipal district of Boroondara or the same shall be given or transferred to one or more other charitable bodies or institutions connected with the Anglican Church in the said Diocese having objects similar to those of the Company if the Members of the Company at or before the time of dissolution shall so determine.

23. INDEMNITY

23.1. Indemnity for liability

To the extent permitted by law and subject to the restrictions in section 199A of the Law, the Company indemnifies every person who is or has been an officer of the Company against any liability (other than for legal costs) incurred by that person as such an officer of the Company (including liabilities incurred by the officer as an officer of a subsidiary of the Company where the Company requested the officer to accept that appointment).

23.2. Indemnity for reasonable legal costs

To the extent permitted by law and subject to the restrictions in section 199A of the Law, the Company indemnifies every person who is or has been an officer of the Company against reasonable legal costs incurred

23.2.1. in defending an action for a liability incurred by that person as such an officer of the Company (including such legal costs incurred by the officer as an officer of a subsidiary of the Company where the Company requested the officer to accept that appointment); or

23.2.2. in connection with or arising from any enquiry or investigation by an Authority or External Administrator involving that person as an officer of the Company.

23.3. Indemnity in respect of premiums

To the extent permitted by law and subject to restriction in section 199B of the Law, the Company may at any time:

23.3.1. pay premiums in respect of a contract insuring a person (whether with others or not) who is, or has been, an officer of the Company or a related body corporate; and

23.3.2. bind itself in any contract or deed with any person who is or has been an officer of the Company or related body corporate to make the payments.

23.4. GST

The amount of any indemnity payable under clauses 23.1, 23.3, or 23.3 will include an additional amount (GST Amount) equal to any GST payable by the officer being indemnified (Indemnified Officer) in connection with the indemnity (less the amount of input tax credit claimable by the Indemnified Officer in connection with the indemnity). Payment of any indemnity which includes a GST Amount is conditional upon the Indemnified Officer providing the Company with a GST tax invoice for the GST Amount.

23.5. Documentary indemnity

Where the Council considers it appropriate, the Company may execute a documentary indemnity in any form in favour of a person who is or who has been an officer of the Company, provided the terms of such documentary indemnity are not inconsistent with this clause 23.

23.6. Access to documents

Where the Council considers it appropriate, the Council may:

23.6.1. give a person who is or who has been an officer of the Company, access to certain documents, including documents provided or available to the Council and other papers referred to in those documents; and

23.6.2. bind itself in any contract or deed with any person who is or has been an officer of the Company to give access.

23.7. Interpretation

For the purposes of this clause 23, **officer** means:

23.7.1. a Councillor;

23.7.2. a Secretary; and

23.7.3. an executive officer of the Company as defined in the Law.