



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 10 SEPTEMBER 2015)

PREAMBLE

The Company is established to operate the School as an independent Anglican boy's school. The Members of the Company and the Ordinary Councillors are to comprise the same individuals and the Council is to be self-selecting. The Council will have the responsibility for the activities of the School other than those delegated by it to the Headmaster.

1. INTERPRETATION

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

"**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 pursuant to Article 8.1.2;

"**the Business Manager**" shall mean 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;

"**the Council**" means the board of directors for the time being of the Company.

"**the Headmaster**" means the Headmaster of the School from time to time;

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

"**the Law**" means the Corporations Act 2001 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 pursuant to Article 8.1.1.

"**the OTGA**" means the Old Trinity Grammarians Association Inc 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 Article 8.1.4.

"**the Parents Association**" means the Trinity Grammar School Kew Parents' Association Inc 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 Article 8.1.3.

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

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

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. OBJECTS

3.1 The Company is established to:

3.1.1 operate and maintain the School;

3.1.2 provide to students at the School a general education including religious instruction according to the principles of the Anglican Church in Australia;

3.1.3 provide the students at the School with accommodation, meals and other necessities, as required, at the Company's discretion;

3.2 For the purpose of providing the education and accommodation described in Article 3.1 the Company may, without limitation, and at its discretion:

3.2.1 construct, maintain or alter buildings or carry out other works for the School;

- 3.2.2 own, take responsibility for, and/or otherwise deal with, real or personal property; including:
- 3.2.2.1 acquire in any way, on terms and conditions the Company thinks fit, any interest in land anywhere,
 - 3.2.2.2 acquire and own stocks, bonds, debentures, and securities issued by Australian or foreign Governments, statutory bodies or authorities;
 - 3.2.2.3 invest in first mortgages on properties, or fixed or at call deposits at any institution within Australia, for example a bank or merchant bank, in the business of receiving deposits on such terms;
 - 3.2.2.4 establish and support, or help to establish and support, associations, institutions, funds and trust for the benefit of past or present employees of the Company or their dependants;
 - 3.2.2.5 grant pensions and allowances; contribute to insurance premiums; and give or promise money for charitable purposes, or any general or useful public service;
 - 3.2.2.6 establish, merge with or acquire any school with similar objects to those of the Company, provided that the other school is subject to the same restrictions as those set out in this clause 3;
 - 3.2.2.7 affiliate the School with any other school, company or university;
 - 3.2.2.8 found and endow scholarships, bursaries, and exhibitions in the School, or for any student of the School at any university, and to provide prizes for students at the School;
 - 3.2.2.9 borrow or receive money with or without security, and secure pre-payment of any money borrowed or received on deposit by the Company or any debts, liability including contracts, guarantees or obligations of the Company, in particular by granting mortgages or charges upon all or any part of the Company property, or by using debentures, debenture stock, bonds, obligations and securities of any kind and by charging or securing these by a Trust Deed on the whole or any part of the undertaking of the Company or any specific present or future property of the Company;
 - 3.2.2.10 execute any trusts in the interest, or for the benefit ,of the Company;
 - 3.2.2.11 accept subscriptions and donations of real or personal property and bequests;
 - 3.2.2.12 deal with all or part of the Company's property and rights; and
 - 3.2.2.13 without limitation do all things which the Council considers necessary or desirable to attain the above objects.

4. INCOME AND PROPERTY OF COMPANY

- 4.1 The income and property of the Company will only be applied towards the promotion of the objects of the Company set out in Article 3.

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

4.2.1 in return for any services rendered or goods supplied in the ordinary course of business to the Company; or

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

5. MEMBERSHIP OF THE COMPANY

5.1 Classes of Membership

There shall be only one class of membership of the Company.

5.2 Membership

The Members of the Company shall consist of at least five and not more than nine persons who from time to time have been invited by the Council and have consented to be members but shall not include the Archbishop's Nominee, the Parents Association Nominee or the OTGA Nominee who shall not be members of the Company whilst they are nominees of those bodies.

6. TERMINATION OF MEMBERSHIP

6.1 Automatic Termination

Membership of the Company shall automatically cease in the event of the Member ceasing to be an Ordinary Councillor.

6.2 Expulsion or suspension

The Council may expel or suspend from membership of the Company for a specified or unlimited time, or from any privilege of membership for a specified time, any Member determined by the Council to have engaged in conduct which is prejudicial to the efficient and harmonious running of the School or is prejudicial to the reputation of the School ("misconduct") provided that;

6.2.1 the Member shall have been given a reasonable opportunity to appear before the Council, to present a defence and to call a witness or witnesses on his or her behalf;

6.2.2 the determination of misconduct is carried by two-thirds of the Members of the Council (not including the person who is the subject of the determination) present and voting.

7. THE 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 Ceasing to be a Councillor

A member of the Council shall cease to be a Councillor:

- 7.2.1 upon the termination or expiration of his or her term;
- 7.2.2 if he or she submits his or her resignation in writing to the Secretary of the Council;
- 7.2.3 if he or she becomes bankrupt;
- 7.2.4 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;
- 7.2.5 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;
- 7.2.6 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; or
- 7.2.7 if he or she is expelled or suspended pursuant to Article 6.2 above.

7.3 Employees

An employee at the School may not become or remain a Councillor.

7.4 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 excused from their obligations at Law to act in the best interests of the Company.

7.5 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. THE COUNCIL

8.1 Composition

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

- 8.1.1 at least five (5) and not more than nine (9) (the "Ordinary Councillors") shall be appointed by the Members who (subject to the following sentence) shall be appointed for a period of three (3) years. Subject to Article 8.4 below, one third (or such greater number which accommodates the regular rotation of Councillors in accordance with this Article) of the Ordinary Councillors shall retire and be eligible for reappointment annually. The Ordinary Councillors who shall retire each year shall be those who have been longest in office since their last appointment but as between persons who become Ordinary Councillors on the same day, those who shall retire (unless they otherwise agree) shall be determined by lot. In the case of the Annual General Meetings in the 3 years immediately following the adoption of this Constitution, the rotation of retiring Ordinary Councillors shall continue the rotation procedure operated by the Council immediately prior to such adoption;
 - 8.1.2 one (1) shall be a person nominated by the Archbishop and approved by the Council;
 - 8.1.3 one (1) shall be a parent of a child currently attending the School nominated by the Parents Association and approved by the Council; and
 - 8.1.4 one (1) shall be a former student of the School nominated by the OTGA and approved by the Council.
- 8.2 The persons who hold office at the date of adoption of this Constitution are deemed to continue in office subject to this Constitution.
 - 8.3 The appointments to membership of the Council pursuant to Articles 8.1.2, 8.1.3 and 8.1.4 shall be made annually as prescribed in this Constitution.
 - 8.4 Any vacancy among the Ordinary Councillors caused otherwise than by retirement under Article 8.1.1 may be filled by the Council but no person shall be chosen as a Member of the Council other than a person who is invited and has consented to become a Member of the Company. Any person so chosen shall hold office for so long only as the Member in whose place he or she has been chosen could have held that office.
 - 8.5 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. Where an appointment is made to fill a casual vacancy in any of those positions with the consent of the relevant Appointor, the person so appointed shall hold office

for so long only as the appointee in whose place he or she has been appointed could have held that office.

- 8.6 If at any Annual General Meeting of the Company at which an appointment of Ordinary Councillors ought to take place, the places of the retiring members or any of them are not filled, then, subject to their written consent being received by the Company, the retiring members whose places are not filled shall be deemed to have been reappointed at such meeting.
- 8.7 If any member of the Council shall cease to be a member of the Council by virtue of the operation of Section 203B of the Law, or if he or she shall die or resign or refuse to act or be incapable of acting or be convicted of any offence punishable by imprisonment or become bankrupt or, without permission of the Council, absent himself or herself from three (3) consecutive meetings of the Council his or her seat shall become vacant unless otherwise resolved by the Council.
- 8.8 Any member of the Council may retire from his or her office upon giving one (1) months 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.
- 8.9 The existence of a casual vacancy, 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.

9. OFFICE BEARERS

9.1 Chairman

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

9.2 Deputy Chairman

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

9.3 Treasurer and Deputy Treasurer

9.3.1 There shall be a Treasurer elected annually by the Council from its Members 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.

9.3.2 The Treasurer in conjunction with the Business Manager shall prepare an annual budget and give regular reports to Council meetings on such financial matters as the Council shall require.

9.3.3 There shall be a Deputy Treasurer elected annually by the Council from its Members who shall assist the Treasurer in the discharge of his or her functions.

9.4 Secretary

The Business Manager shall be the Secretary of the Company.

The Secretary shall:

9.4.1 conduct and record the correspondence of the Council;

9.4.2 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;

9.4.3 keep a Register of Members of the Company;

9.4.4 preserve the papers and documents of the Company; and

9.4.5 perform all other duties of the office of Secretary or ordinarily performed by a Company Secretary.

10. COMMITTEES OF THE COUNCIL

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

10.2 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.

10.3 The Chairman shall be ex-officio a member of each committee.

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

11. MEETINGS OF THE COUNCIL

11.1 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 6 meetings are held in each calendar year.

- 11.2 The regular meetings shall be called by the Business Manager or, in the Business Manager's absence, by the Chairman.
- 11.3 A special meeting of the Council may be called by the Chairman or may be called by the Business Manager on receipt of a requisition from at least five (5) members of the Council.
- 11.4 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
- 11.5 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.
- 11.6 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.
- 11.7 In the event of an equality of votes on a resolution put to the Council, the chairman of the particular meeting shall have a deliberative as well as a casting vote.
- 11.8 A resolution in writing signed by all the members of the Council shall be as valid and effective as if it had been passed at a meeting of the Council duly called and instituted. Such resolution may be comprised of counterparts.
- 11.9 Without limiting the discretion of the Council to regulate its meetings under these Rules, a meeting of the Council may, with the consent of all Councillors, consist of a conference between Council Members some or all of whom are in different places if each Councillor who participates is able:
- 11.9.1 to hear or otherwise communicate with each of the other participating Councillors addressing the meeting; and
- 11.9.2 if he or she so wishes, to address each of the other participating Councillors either simultaneously or sequentially,
- whether directly, by a conference, telephone call, video-conference facility or any other form of communications equipment or by a combination of such methods.

12. GENERAL MEETINGS OF THE COMPANY

- 12.1 The Council at any time may convene a general meeting of the Company including the Annual General Meeting. Section 249C of the Law does not apply.
- 12.2 Not less than twenty-one (21) days' notice shall be given of a general meeting of the Company except where otherwise required by section 249H of the Law.

- 12.3 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 Article 12.9 below.
- 12.4 The quorum for any general meeting of the Company including the Annual General Meeting shall be five (5) Members. 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 chairman of the meeting and no notice of adjournment need be given by the Business Manager to the Members.
- 12.5 In the absence of both the Chairman and the Deputy Chairman, a Member elected by the Members of the Company present may preside.
- 12.6 A general meeting of the Company may make recommendations to the Council, and the Council shall consider such recommendations at its next meeting.
- 12.7 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.
- 12.8 Members are entitled to vote by proxy at general meetings on terms as set out in this Constitution.
- 12.9 A general meeting of the company including the Annual General Meeting may be held in different places as determined by the Council provided that each Member who participates is able:
- 12.9.1 to hear or otherwise communicate with each other participating Member addressing the meeting; and
- 12.9.2 if he or she so wishes, to address each of the other participating Members, either simultaneously or sequentially,
- whether directly, by a conference, telephone call, video conference facility or any other form of communications equipment or by a combination of such methods.

13. ANNUAL GENERAL MEETING

- 13.1 The Company shall hold an Annual General meeting in accordance with the Law.
- 13.2 All business shall be deemed special that is transacted at a General Meeting with the exception of the election of office bearers, appointment of Members of Council, 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 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 four (4) months before the date of the meeting.
- 13.4 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 Business Manager. 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 Each Member shall have one vote at any meeting of the Members of the Company whether on a show of hands or on a poll.
- 14.2 The chairman 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 Every Member may vote personally or by proxy.
- 14.4 An instrument appointing a proxy shall be valid if signed by the Member of the Company making the appointment and contains the following information:
- (a) the Member's name and address;
 - (b) the Company's name;
 - (c) the proxy's name or the name of the office held by the proxy; and
 - (d) the meetings at which the appointment may be used.

15. AUDIT

- 15.1 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 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 The remuneration of the auditor or auditors shall be fixed by the Council.
- 15.4 No member of the Council shall be entitled to act as an auditor during his or her continuance in office.
- 15.5 Any retiring auditor shall be eligible for re-election.
- 15.6 If any casual vacancy occurs in the office of auditor the Council shall forthwith fill the vacancy.

16. HEADMASTER

- 16.1 The Headmaster shall be appointed by the Council upon such terms as the Council shall from time to time deem fit.
- 16.2 Subject to the direction and control of the Council, the Headmaster 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;
- 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:
- the provision of visionary and exemplary leadership to the School
 - the appointment and direction of all staff
 - the dismissal of staff, where necessary
 - the enrolment, welfare and discipline of all students
 - the removal of students from the School, when necessary
 - the arrangement and direction of curricular and co-curricular activities
 - the financial oversight and direction of the School
 - 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 Headmaster from time to time and on such terms and conditions as the Council shall think fit.

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

18.1 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. COMMON SEAL

19.1 The common seal of the Company shall be kept in the custody of the Business Manager 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 Chairman, a Deputy Chairman, Treasurer and Business Manager provided that either the Chairman or Business Manager is one of the signatories.

19.2 Article 18.1 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 authorized by the Company.

20. DEALING WITH SURPLUS ASSETS

20.1 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 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.

21. INDEMNITY

21.1 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). 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 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).

21.2 The amount of any indemnity payable under Articles 21.1 or 21.2 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.

21.3 For the purposes of this Article 21, **officer** means:

- (a) a Director; or
- (b) a Secretary.