Constitution

Inaburra School
Parents & Friends Association

Adopted by Inaburra Communications Limited on
12 October 2014

(amending and replacing the Constitution as adopted by
Inaburra Communications Limited on 24 November 2006)
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Date

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Recitals

A. Inaburra Communications Limited (ICL), under various trust arrangements, holds the assets of Inaburra School, Bangor, NSW on trust for members of the Menai Baptist Church.

B. ICL resolved that an association in the nature of a parents and friends association be established in connection with the School. On 24 November 2006, ICL adopted a constitution for that Association.

C. Following a restructuring of the governance of the School in 2013, and the perceived need to reinvigorate and refocus the activities of parents and friends at the School, it was agreed by ICL and the Association that the 2006 Constitution needed likewise to be restructured.

D. Accordingly, this Constitution replaces the 2006 Constitution in its entirety.

In this Constitution the following rules apply.

1. Interpretation

1.1 Definitions

In this Constitution:

2006 Constitution means the constitution of the Association adopted by the ICL board on 24 November 2006 (as amended).

Annual General Meeting means a meeting of the Association described in clause 6.2.


Board means the board of directors from time to time of Inaburra Communications Limited.

Business Day means a day on which banks are open for business in Sydney and excluding a Saturday, Sunday or public holiday.

Church means the members of Menai Baptist Church.

Committee means the committee of management of the Association.

Community has the meaning given in clause 4.4.

Deputy President means the duly elected deputy president of the Association.

General Meeting means a meeting of the Association at which Association business is conducted and includes an Annual General Meeting or Special General Meeting as set out in clause 6.
Guiding Principles means the principles set out in clause 4.3.

Member means a member of the Association (and Membership has the similar meaning).

Member Present means in connection with a meeting the Member present in person at the meeting and who is entitled under this Constitution to vote at that meeting.

Mission and Values means the mission and values formally adopted by the Board for the School from time to time. At the date of this Constitution the mission statement is “Inaburra exists to be a Christ-centred learning community pursuing excellence in education with every individual known and loved.”

Objects means the objects of the Association as set out in clause 4.1.

Officers means jointly and severally the persons listed in clause 7.1(b).

pecuniary gain is as defined in s5 of the Associations Incorporation Act 2009 (NSW) which, at the date of this Constitution is as set out in the Schedule. The receipt of grants from the Association to offset the costs incurred by a Student in representing the School at elite levels in accordance with policies adopted by the Association and approved by the Principal from time to time does not constitute ‘pecuniary gain’.

President means the duly elected president of the Association.

Principal means the person holding the title of principal of the School from time to time and includes:

(a) any acting principal while that person is acting in that capacity, and

(b) the delegate of those people while the delegate is duly authorised to act as the principal’s or acting principal’s delegate.

Secretary means the duly elected secretary of the Association.

School means Inaburra School, which, at the date of adoption of this Constitution, has premises at Billa Road, Bangor, NSW.

Sponsorship Arrangements includes the provision of money, goods or services to the Association, but excludes one-off donations of goods or services for resale or auction or for use as prizes by the Association.

Students means the people who are enrolled as students at the School.

Support Group means the members of the Committee responsible for community, fundraising and general support activities referred to in clause 7.12.

1.2 Rules for interpreting this document

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

(a) A reference to:

(i) a function includes a reference to a power, authority and duty;

(ii) the exercise of a function includes, if the function is a duty, a reference to the performance of the duty;
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(iii) legislation (including subordinate legislation and parts of any legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

(iv) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced, assigned or novated;

(v) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;

(vi) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and

(vii) anything (including a right, obligation or concept) includes each part of it.

(b) A singular word includes the plural, and vice versa.

(c) A word which suggests one gender includes the other genders.

(d) If a word is defined, its grammatical forms have a corresponding meaning.

(e) A mention of anything after include, includes or including does not limit what else might be included.

2. Commencement and termination

(a) This Constitution commences on the date it is adopted by the Board.

(b) On and from the date of the next Annual General Meeting after the date referred to in clause 2(a) above, the 2006 Constitution has no effect and the provisions contained in this Constitution replace them in their entirety.

(c) The rights and obligations imposed by this Constitution continue until the Association is wound up in accordance with clause 12.5.
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3. **Name and legal identity**

3.1 The name of the Association is the Inaburra School Parents & Friends Association.

3.2 The Association has no legal identity separate from the School. It is a consultative body established under the auspices of the Principal, who is responsible for carrying out the policies and directives of the Board.

4. **Objects and guiding principles**

4.1 **Objects**

Subject to clause 4.2, the objects for which the Association is established are:

(a) community building: to assist in building strong, healthy, positive and sustainable relationships between the Members, and between Members and other members of the Community;

(b) fundraising: to support the School in its activities in a practical and financial manner, including by fundraising activities;

(c) to be a forum for parent education and information regarding the School;

(d) to be a forum for parents to engage with the management of the School, including for providing a parental perspective to assist the Principal in decision making;

and in meeting these objects to assist in enriching the experience and education of the Students at the School.

4.2 **Limitations on activities**

The activities of the Association are subject to the following limitations:

(a) the Association does not have the power to, and its Members shall not attempt to, deal with grievances Members may have regarding educational and operational matters relating to the School. (Such matters are to be dealt with according to the policies of the School from time to time and by the appropriate member of the School’s management body);

(b) the Association does not have the power to make or change the policies or operations of the School (however, the Principal may from time to time seek to consult with Members regarding changes to or introduction of School policies or operations);

(c) no Member shall make any pecuniary gain from the activities of the Association; and

(d) the Association is to be operated on a not-for-profit basis, such that any funds made by the Association (including through any capital levy and through fundraising activities) are to be used for furtherance of the Objects.
4.3 **Guiding Principles**

The activities of the Committee and Members in the furtherance of the Objects shall be carried out consistent with the following principles:

(a) The Mission and Values of the School shall be supported;

(b) The Students shall be involved in the activities of the Association as far as is practicable;

(c) Inclusiveness shall be encouraged so as to welcome and engage all members of the Community as far as is appropriate and practicable;

(d) Sustainability, in encouraging and with regard to environmentally friendly practices, and in strengthening relationships between members of the Community;

(e) Ethical behaviour, mutual respect and co-operation between Members, and between Members and other members of the Community;

(f) Good governance, including accountability and transparency.

4.4 **The Community**

The Community are the people who the activities of the Association may affect, and with whom the Association shall, through the furtherance of the Objects, seek to strengthen relationships. The Community is made up of:

(a) Current Students, their parents and guardians;

(b) Former Students, their parents and guardians;

(c) Prospective Students, their parents and guardians;

(d) Employees of the School;

(e) The Board (being governors of the School);

(f) The Church; and

(g) Any other person of good will towards the School.

5. **Membership**

5.1 **Membership qualification**

Subject to clause 5.4 and to the payment of any application fee or membership fee when due and payable:

(a) the parents and guardians of people who are Students at the date referred to in clause 2(b) are Members and are bound by and shall comply with this Constitution; and

(b) the parents and guardians of people who become Students after the date referred to in clause 2(b) are Members and are bound by and shall comply with the Constitution from the date of payment of any application or membership fee, until the date referred to in clause 5.3(a).
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5.2 **Other Members**

(a) Any other member of the Community except a person referred to in clause 4.4(g) may become a Member by completion of the appropriate application form that can be obtained from the Secretary, and approval of that Membership by a resolution of the Committee. That Membership takes effect from the date of payment of any application or membership fee after the resolution of the Committee to approve that Membership, and if there is no such fee, from the date of that resolution.

(b) The Committee may, in its absolute discretion, resolve not to approve such Membership.

5.3 **Automatic retirement of Members**

(a) Subject to clause 5.3(b), all parents and guardians of present Students and who are Members will automatically retire as Members upon the cessation of enrolment of the Student at the School. This applies to all Officers and other members of the Committee.

(b) There may be continuity of Membership (and therefore no retirement) of a Member referred to in clause 5.3(a) if the form referred to in clause 5.2 has been completed and continuing Membership is approved by the Committee by the date the Member is otherwise deemed to automatically retire.

5.4 **Cessation of Membership**

A person ceases to be a Member if:

(a) the person retires in accordance with clause 5.3(a);

(b) the person gives written notice of their resignation as a Member to the Secretary (effective from the date of the notice);

(c) the person dies; or

(d) the person is expelled from the Association in accordance with clause 5.5 (effective from the date of the relevant resolution).

For the avoidance of doubt, Membership likewise ceases if a Member fails to pay any membership fee of the Association when it is due and payable.

5.5 **Membership termination by Committee**

(a) Membership shall cease upon the Committee passing a special resolution terminating the membership of a Member for actions the Committee determines are prejudicial to the welfare, interest or character of the Association, including breach of this Constitution.

(b) If a resolution under clause 5.5(a) is proposed in relation to any Member, that Member is entitled to:

(i) receive reasonable notice of the resolution and notice of the reason(s) that the resolution is proposed; and
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(ii) put their case to the Committee by giving the Secretary a written statement for circulation to the Committee and speaking to the resolution for a reasonable time (which time is to be determined by the President) at the meeting at which the resolution is considered.

(c) A statement given under paragraph (b) must be circulated to the Committee before the meeting or, if there is insufficient time, read out at the meeting before the resolution is considered, unless the statement is more than 1,000 words long or is considered defamatory by the President.

(d) If a resolution for the expulsion of a Member is passed, that former Member may write a letter to the Principal setting out any concerns as to the process used or decision reached by the Committee.

5.6 Individual Membership
Each person is entitled to their own Membership. For the purposes of this Constitution, a husband and wife or de facto partners have one Membership (and one vote) each and not joint Membership.

6. Members meetings

6.1 Frequency
The Association must, at least once in each calendar year and within the period of 6 months after the expiration of each financial year of the Association, convene an annual General Meeting of the Members. (At the date of this Constitution it is proposed that the Annual General Meeting is held in October of each year.)

6.2 Annual General Meeting
(a) Subject to clause 6.1 the Annual General Meeting of the Association is to be convened on such date and at such place and time as the Committee thinks fit.
(b) In addition to any other business that may be transacted at an Annual General Meeting, the business of an Annual General Meeting must include the following items of business:
   (i) to confirm the minutes of the last preceding Annual General Meeting and of any Special General Meeting held since that meeting;
   (ii) to receive from the Committee reports on the activities of the Association, including each Support Group, during the last preceding financial year;
   (iii) to present the financial report for the Association and receive the financial report of each Support Group for the last financial year that ended before the Annual General Meeting; and
   (iv) to elect Officers and ordinary members of the Committee.
(c) An Annual General Meeting shall be specified as such in the notice convening it.
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6.3 Special General Meetings

A Special General Meeting of the Association must be convened:

(a) on such date and at such place and time as the Committee or the Principal thinks fit; or

(b) on the requisition to the Secretary of at least 30 current Members and within 30 days of the written requisition being delivered to the Secretary.

6.4 General Meetings

From time to time the President may convene other General Meetings (apart from the Annual General Meeting and Special General Meetings) in furtherance of the Objects. To the extent practicable, these should occur at least twice during each School term. The Committee will use best endeavours to set General Meeting dates with the Principal for the coming calendar year before the end of the current calendar year.

6.5 Notice

(a) Except if the nature of the business proposed to be dealt with at a General Meeting requires a special resolution of the Association, the Secretary must, at least 14 days before the date fixed for the holding of the General Meeting, notify Members of the meeting specifying the place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.

(b) If the nature of the business proposed to be dealt with at a General Meeting requires a special resolution of the Association, the Secretary must, at least 21 days before the date fixed for the holding of the General Meeting, notify Members of the meeting specifying, in addition to the matter required to be dealt with, the intention to propose the resolution as a special resolution.

(c) Notice convening a General Meeting must be given in the manner set out in clause 12.7. In addition, the Principal must arrange for any dates of General Meetings notified by the Secretary to be placed in the School calendar without undue delay.

(d) The non-receipt of a notice convening a General Meeting by or the accidental omission to give notice to any person entitled to receive notice shall not invalidate the proceedings or any resolution passed at the meeting.

(e) No business other than that specified in the notice convening a General Meeting shall be transacted at the meeting except, in the case of an Annual General Meeting, business which may be transacted under clause 6.2(b).

(f) A Member desiring to bring any business before a General Meeting may give notice in writing of that business to the Secretary who must include that business in the next notice calling a General Meeting given after receipt of the notice from the Member or in the agenda for the meeting (if the notice from the Member is not given in a reasonable time before the meeting).
6.6 **Cancelation And Postponement Of Meetings**

The Committee may by notice in accordance with clause 12.7 cancel or postpone any meeting convened by the Committee. The postponing notice shall specify the place, date and time of the new meeting.

6.7 **Procedure**

(a) No item of business is to be transacted at a General Meeting unless a quorum of Members entitled under this Constitution to vote is present at the time when the meeting proceeds to business.

(b) A quorum for a General Meeting shall be constituted by:

   (i) 5 Members Present, except for an Annual General Meeting or Special General Meeting when the quorum shall be constituted by 15 Members Present; and

   (ii) the presence of the Principal or his delegate.

(c) If within half an hour after the appointed time for the commencement of a General Meeting a quorum is not present, the meeting is to stand adjourned to a day and at a time and place as the Committee decides or, if no decision is made by the Committee, to the same day in the next week at the same time and place.

(d) If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting a quorum shall be constituted by:

   (i) the Members Present (being not less than 3, or in the case of an Annual General Meeting or Special General Meeting, not less than 5) and

   (ii) the presence of the Principal or his delegate.

6.8 **Presiding Member**

(a) The President of the Association shall preside as chairperson at each General Meeting of the Association.

(b) Where a General Meeting is held and:

   (i) there is no President; or

   (ii) the President is not present within 15 (fifteen) minutes after the time appointed for the meeting or does not wish to act as chairperson of the meeting,

the Deputy President (if any) must act as the chairperson of the meeting. If there is no Deputy President, or that person is absent or does not wish to act as chairperson of the meeting, the Committee members present shall choose one of their number or, in the absence of any Committee members or if none of the Committee members present wish to act, the Members Present shall elect one of their number to preside as chairperson of the
6.9 **Adjournment**

(a) The chairperson of a General Meeting may, if so directed by the majority of Members Present at the meeting, adjourn the meeting from time to time and place to place.

(b) No business is to be transacted at any adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

(c) If a General Meeting is adjourned for 30 days or more, the Secretary must give written notice of the adjourned meeting to notify each Member in accordance with clause 12.7 stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.

(d) Notice of an adjournment of a General Meeting or of the business to be transacted at an adjourned meeting is not required to be given.

6.10 **Making Of Decisions**

(a) Subject to clause 6.12(a) a question arising at a General Meeting of the Association is to be determined on a show of hands.

(b) A declaration by the chairperson that a resolution has been carried or carried unanimously or carried by a particular majority or lost, and an entry to that effect in the minutes of the meeting shall be taken as conclusive evidence of the fact without the need for proof of the number or proportion of the votes recorded in favour of or against that resolution.

6.11 **Special Resolution**

A resolution of the Association on the following matters is a special resolution:

(i) amendment of this Constitution for matters which are not errors on the face of the document or minor administrative matters;

(ii) winding up of the Association; and

(iii) removal of a Committee member under clause 7.5(a).

A special resolution is passed by a majority (which comprises at least three-quarters of Members Present at the General Meeting of the Association) vote in person at a General Meeting of which not less than 21 days’ written notice specifying the intention to propose the resolution as a special resolution was given in accordance with this Constitution.

6.12 **Voting**

(a) At meetings of Members each Member entitled to attend and vote at the meeting may attend and vote in person. No proxies will be taken.
(b) Subject to clause 6.12(d), (e) and (g), voting is on a show of hands and every Member Present has one vote.

(c) In the case of an equality of votes on a show of hands the chairperson of the meeting is entitled to exercise a second or casting vote in addition to any vote to which the chairperson may be entitled as a Member.

(d) The Principal and his delegate shall not be entitled to vote at General Meetings.

(e) A secret ballot will be held:
   (i) For the election of Officers and members of the Committee;
   (ii) For votes on special resolutions; or
   (iii) Otherwise, at the request of any Member.

(f) The Committee shall determine the appropriate procedures for the secret ballot from time to time. Every Member Present has one vote in a secret ballot.

(g) Any Member who has not paid in full any membership fee then due and payable is not entitled to vote, and will not have their vote counted.

7. **The Committee**

7.1 **Constitution and membership**

(e) The Committee of the Association is to consist of:

   (i) the Officers of the Association; and
   (ii) those Members elected to a position on the Committee at the most recent Annual General Meeting.

(f) Persons elected to the following positions in respect of the Association will be Officers for the purposes of this Constitution:

   (i) the President;
   (ii) the Deputy President;
   (iii) the Secretary; and
   (iv) the Treasurer.

7.2 **Election of Officers and Committee members**

(a) Nominations of candidates for election as Officers of the Association must be:

   (i) by a Member and nominated by at least one other Member;
   (ii) made in writing (using a form prescribed by the Committee, if any, together with any biographical information reasonably requested by the Committee); and
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(ii) delivered to the Secretary of the Association at least 10 days before the date fixed for the holding of the Annual General Meeting at which the election is to take place.

(b) The Secretary will promptly after receipt of those nominations:

(i) liaise with the Board, through the Principal, in respect of any approvals required regarding the nominations. Approval of the Principal is required for nominations to any Officer position; and

(ii) use best endeavours to circulate to the Members the name of the nominees, position for which they are standing and relevant biographical information provided by the Member in their nomination.

(c) Nominations of candidates for election as members of the Committee can be received prior to or at the relevant Annual General Meeting.

(d) If insufficient nominations are received to fill all vacancies for Officer positions on the Committee:

(i) the nominations of those candidates under clause 7.2(a) for Officer positions who have been approved by the Principal shall operate as an election of the persons nominated, effective from the close of the immediately next Annual General Meeting; and

(ii) further nominations for the other, unfilled Officer positions may be received at the Annual General Meeting (subject to the approval of those nominations the Principal, and clause 7.2(a) does not apply).

(e) If insufficient further nominations are received for either Officer positions or other Committee positions, any vacant positions remaining on the Committee are deemed to be casual vacancies.

(f) If the number of nominations received (and where necessary, approved by the Principal) is equal to the number of vacancies to be filled, the persons nominated are taken to be elected.

(g) If the number of nominations received (and where necessary, approved by the Principal) exceeds the number of vacancies to be filled, a ballot is to be held.

(h) The ballot for the election of Officers and ordinary members of the Committee is to be conducted at the Annual General Meeting in accordance with clause 6.12(e) and otherwise in such usual and proper manner as the Committee may direct.

(i) Except with the prior approval of the Principal, a Member may not nominate to stand for election as President unless that person has been a member of the Committee for at least two calendar years.

(j) A Member must not be President for more than three consecutive terms.

7.3 Retirement of Officers and Committee members

(a) Subject to clause 7.5(b) each Officer and member of the Committee is, subject to this Constitution, to hold office until the conclusion of the annual General Meeting
following the date of the Member’s election either as an Officer or as a member of the Committee.

(b) Subject to clause 5, an Officer or member of the Committee of the Association retiring under this clause 7.3 shall be eligible for re-election.

(c) In the event of a casual vacancy occurring in the membership of the Committee, the Committee may appoint a Member to fill the vacancy. A Member appointed to fill a casual vacancy remains in office until the conclusion of the Annual General Meeting next following the date of the appointment.

7.4 Casual vacancies on the Committee

(a) For the purposes of this Constitution, a casual vacancy in the office of a member of the Committee occurs if the member:

(i) dies; or

(ii) ceases to be a Member of the Association under clause 5; or

(iii) resigns office by notice in writing given to the Secretary; or

(iv) without prior leave of absence from the President (or in the case of the President, from the Principal) does not attend two or more consecutive Committee meetings; or

(v) is removed from office under clause 7.5(a), (b) or (c).

(b) In the event a casual vacancy occurs under clause 7.4(a), the Committee may by resolution appoint another Member to hold office until expiration of the term of the office of the Member so removed.

7.5 Removal of Committee members

(a) The Board may, without giving reasons, by written notice and effective the date of the notice remove any member of the Committee before the expiration of the member’s term of office, and clause 7.4(b) applies.

(b) The Association in a General Meeting may resolve by special resolution to remove any member of the Committee before the expiration of the member’s term of office and clause 7.4(b) applies.

(c) The Committee may by ordinary resolution resolve to remove any member of the Committee before expiration of the member’s term of office and clause 7.4(b) applies. If the resolution is passed it takes immediate effect.

(d) If the vote of the members of the Committee under clause 7.5(c) is equal, the Secretary must without delay call a General Meeting to be held at within 30 days of the relevant Committee meeting at which all of the members of the Committee will resign and a vote will be held for each Officer and other Committee member role in accordance with clause 7.2.

(e) If a resolution under clause 7.5(b) or clause 7.5(c) is proposed in relation to any member of the Committee, that member is entitled to:
(i) Receive reasonable notice of the resolution and notice of the reason(s) that the resolution is proposed; and

(ii) Put their case to the Association or the Committee, as applicable, by giving the Secretary a written statement for circulation to the Association or Committee and speaking to the resolution for a reasonable time (which time is to be determined by the President, acting reasonably (or Deputy President, if the President is the subject of the resolution) at the meeting at which the resolution is considered.

(f) If a resolution for the removal of the Committee member is passed, that former Member may write a letter to the Principal setting out any concerns as to the process used or decision reached by the Association or Committee, as applicable.

7.6 Records
The records of Committee members in relation to Association activities may contain confidential material. Accordingly, when a Committee member completes service on the Committee, they must return all Committee documents to the Secretary for disposal within 14 days of completing that service.

7.7 Committee powers and obligations
The Committee:
(a) will control and manage the affairs of the Association;
(b) may exercise all such functions as may be exercised by the Association, other than those functions that are required by this Constitution to be exercised by a General Meeting of Members;
(c) has power to perform all such acts and do all such things as appear to the Committee to be necessary or desirable for the proper management of the affairs of the Association. Subject to the prior approval of the Principal, the Committee has power to adopt (and amend) by resolution such policies and guidelines as it believes are necessary for the efficient functioning of the Association in the furtherance of its Objects; and
(d) may, in consultation with the Principal, set the level of any application or membership fee of the Association from time to time.

Upon and as a condition of their election or appointment (as the case may be) each Officer and Committee member agrees to be bound by and comply with this Constitution.

7.8 President
(a) It is the duty of the President to:

(i) Use best endeavours to ensure that the Association is being operated in accordance with this Constitution, including in furtherance of the Objects and consistent with the Guiding Principles;

(ii) Chair General Meetings and meetings of the Committee; and
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(iii) Sign meeting minutes as a true record of a meeting should he be satisfied that that is the case.

(b) The President shall follow any manuals, handbooks, policies or guidelines adopted by the Committee by resolution relevant to or further specifying the role of the President.

7.9 Deputy President

(a) It is the duty of the Deputy President to:

(i) Assist the President in carrying out the President’s duties; and

(ii) Chair General Meetings in the absence or incapacity of the President.

(b) The Deputy President shall follow any manuals, handbooks, policies or guidelines adopted by the Committee by resolution relevant to or further specifying the role of the Deputy President.

7.10 Secretary

(a) It is the duty of the secretary of the Association:

(i) to keep minutes of:

(A) all appointments of Officers and members of the Committee;

(B) the names of members of the Committee present at a Committee meeting or a General Meeting; and

(C) all resolutions and proceedings at Committee meetings and General Meetings of Members;

(ii) to organise and call General Meetings and meetings of the Committee (taking into account feedback from the President and Principal as to the agenda of those meetings);

(b) Minutes of proceedings at a meeting must be signed by the chairperson of the meeting or by the chairperson of the next succeeding meeting and such minutes, if purporting to be so signed, shall be receivable as prima facie evidence of the matters stated in such minutes.

(c) The Secretary shall keep a register of:

(i) any Members who do not have Students currently enrolled at the School, whose application to join the Association has been approved by the Committee and application or membership fee has been paid. The register shall note their name, address and phone number, date of commencement as a Member and date of termination of Membership; and

(ii) any person who is on any advisory panel referred to in clause 7.13.

(d) No register is required to be kept of any other Member.

(e) The Secretary shall follow any manuals, handbooks, policies or guidelines adopted by the Committee by resolution relevant to or further specifying the role of the Secretary.
7.11 Treasurer

(a) It is the duty of the Treasurer of the Association to ensure:

(i) that all money due to the Association is collected and received and that all payments authorised by the Association are made;

(ii) that correct books and accounts are kept by the School showing the financial affairs of the Association, including full details of all receipts and expenditure connected with the activities of the Association; and

(iii) that financial statements and a balance sheet for the Association are prepared by the School for each financial year.

(b) The Treasurer shall follow any manuals, handbooks, policies or guidelines adopted by the Committee by resolution relevant to or further specifying the role of the Treasurer.

(c) The Treasurer may liaise with the School regarding parents or guardians of enrolled Students who have not paid any application or membership fee collected by the School on behalf of the Association.

7.12 Support Groups

(a) There shall be eight further Committee member roles to be filled at each Annual General Meeting:

(i) Community: Three co-ordinators as follows:

(A) one parent co-ordinator for each of the Junior School and High School to co-ordinate and support class or year group parent representatives, and be the liaison between such representatives and the Association. (The Committee may resolve that there be one parent co-ordinator for the School in any period instead of two); and

(B) one community events co-ordinator (who at the date of this Constitution is responsible for co-ordinating the Mothers Day stall, Fathers Day breakfast and small-scale community events); and

(ii) Fundraising: Three co-ordinators as follows:

(A) Volunteer co-ordinator

(B) Two fundraising event co-ordinators (who at the date of this Constitution are co-ordinators for the School fete and the Association trivia night)

(iii) General support: Two additional co-ordinators to give such assistance to the Officers and the co-ordinators noted in clause 7.12(a) (i) and (ii) above as may be requested from time to time.
(b) The Support Groups made up by the community, fundraising and general coordinators may be further supported from time to time by any volunteers from the Community. Such volunteers are not members of the Committee.

(c) Each Committee member in a Support Group shall follow any manuals, handbooks, policies or guidelines adopted by the Committee by resolution specifying duties for their roles.

7.13 Advisory panel

From time to time the Committee may organise and take advice from an advisory panel of members of the Community with specific skills and interests. Participants in the advisory panel do not have any rights under this Constitution unless they are also current Members.

7.14 Liaison with the School

To foster relations between the Association and the School, the following provisions will apply:

(a) the Board may from time to time nominate a member of the Board to act as Liaison between the Board, the Association and the Support Groups;

(b) the Secretary will give the Principal or his delegate and the Board Liaison (if any) due notice of the date and agenda of all meetings of the Association and Committee;

(c) other than in the most exceptional circumstances, the date of any meeting of the Association or the Committee must not conflict with the date of any meeting of the Board;

(d) the Principal or Secretary shall distribute minutes of the General Meetings to the Board in a timely manner; and

(e) by arrangement with the Principal, meetings of the Association and the Committee may be held at the School.

7.15 Insurance

(a) ICL maintains the following insurances in respect of the operations of the Association and each person who is or has been a member of the Committee (including as an Officer) or who acts or has acted in good faith in a voluntary capacity for the benefit and with the authority of the Association:

(i) Legal (public) liability cover; and

(ii) Personal accident cover for volunteers.

(b) Each person:

(i) who is or has been a member of the Committee (including as an Officer) and has acted within the scope of the authority conferred upon the relevant person by the Association; or

(ii) who acts or has acted in a voluntary capacity for the benefit and with the authority of the Association,
may make a claim to be indemnified under the policies referred to in clause 7.15(a), except to the extent liability is explicitly excluded in those policies. ICL shall provide such co-operation and access to information and documents as is reasonably requested by the Committee member or volunteer in pursuance of any claim under the relevant policies of insurance. (ICL is under no obligation to provide documents which are the subject of legal professional privilege).

(c) The indemnity referred to in clause 7.15(b) will not apply in respect of costs and expenses incurred by a Committee member or volunteer (as the case may be) in prosecuting civil proceedings unless the commencement of those proceedings has the prior written consent of ICL, which consent shall not be unreasonably withheld.

8. Committee meetings

8.1 Committee meetings and quorum

(a) The Committee must meet at least 3 times in each calendar year at such place and time as the Committee may determine and may adjourn and otherwise regulate Committee meetings as they think fit.

(b) Additional meetings of the Committee may be convened by the President. Any two members of the Committee may, by written notice to the Secretary, request that a meeting of the Committee be convened. The Secretary shall forthwith convene a meeting in accordance with such request as provided in paragraph (c).

(c) Reasonable notice of the place, date and time for a meeting of the Committee must be notified to the members of the Committee at least 48 hours (or such other period as may be unanimously agreed on by the members of the Committee) before the time appointed for the holding of the meeting.

(d) Notice convening a Committee meeting must be given in accordance with clause 12.7.

(e) Notice of meeting given under paragraph (c) must specify the general nature of the business to be transacted at the meeting and no business other than that business shall be transacted at the meeting, except business which the Committee members present at the meeting unanimously agree to treat as urgent business.

(f) Where a meeting of the Committee is held and the President is not present at the time appointed for the holding of the meeting or does not wish to chair the meeting, the Deputy President (if any) must act as chairman of the meeting. If there is no Deputy President or that person is absent or does not wish to chair the meeting, the Committee members present shall elect one of their number to be the chairperson of the meeting.

(g) A quorum for the transaction of business at a meeting of the Committee is constituted by:

(i) The Principal or his delegate; and

(ii) Any 5 members of the Committee, or
(iii) In the case of a meeting only of the Officers, 3 Officers.

(h) No business is to be transacted by the Committee unless a quorum is present and if, within half an hour of the time appointed for the meeting, a quorum is not present the meeting is to stand adjourned to the same place and at the same hour of the same day in the following week.

(i) If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting is to be dissolved.

(j) The following persons shall be entitled to attend any meeting of the Committee as ex officio members of the Committee:

(i) the Principal or his delegate;

(ii) the Board Liaison or his delegate; and

will be entitled to speak on any matter but will not be entitled to vote. The Committee may at any time request that any part of a meeting of the Committee be held by members of the Committee without the presence of people listed in paragraph (i) and (ii) and those so listed may not unreasonably withhold their consent. In accordance with clause 8.1(g) above, during any absence of the Principal or his delegate there is no quorum for the carrying out of Committee business.

8.2 Voting and decisions

(a) Subject to clause 8.2(e), questions arising at a meeting of the Committee are to be determined by a majority of the votes of members of the Committee present at the meeting and voting and any such decision shall for all purposes be taken to be a decision of the Committee. However, special resolutions of the Committee referred to in clause require at least three quarters by number of votes to be passed.

(b) Each member present at a meeting of the Committee (including the person presiding at the meeting) is entitled to one vote but, in the event of an equality of votes on any question, the person presiding is entitled to exercise a second or casting vote.

(c) Any act or thing done or suffered, or purporting to have been done or suffered, by the Committee, is valid and effectual notwithstanding any defect that may afterwards be discovered in the appointment or qualification of any member of the Committee.

(d) Any vote on a resolution to remove a Committee member under clause 7.5(b) or appoint a Member in a casual vacancy position under clause 7.4(b) must be by secret ballot.

(e) The Committee may from time to time, with the prior approval of the Principal, determine Committee business by written resolution. In such cases the votes of all the Committee members (except for those who with notice to the Secretary abstain from voting) whose votes are received by the Secretary before the deadline for voting given are to be counted.
8.3 Support Groups

(a) Each Support Group is a sub-committee of the Committee. A member of a Support Group must be a Member of the Association and may be an Officer or member of the Committee.

(b) At least one meeting of the Association for each term or as otherwise required by the Committee, members of the committee of each Support Group (not being the Principal, the Board Liaison or their delegates) will report to and present periodic financial reports of the relevant Support Group to the Association.

(c) The committee of each Support Group is also required to use all reasonable endeavours to ensure that one or more Committee members (in addition to the Principal and the Board Liaison) attend each meeting of the Association.

9. Funds

9.1 Funds: source

On and from 1 January 2015, it is acknowledged that:

(a) the Association may charge a levy for use by the Association at an amount determined by the Committee from time to time; and

(b) there will be no other annual subscription in relation to the Association levied upon parents or guardians of Students.

9.2 Funds management

(a) Subject to any resolution passed by the Association in general meeting, the funds of the Association are to be used in furtherance of the Objects of the Association in such manner as the Committee determines.

(b) The bank account or accounts of or in respect of the Association shall be operated by any two signatories for the time being authorised by the Committee.

9.3 Fundraising objectives

The fundraising objectives of the Association are to be identified by the Principal in consultation with the Association from time to time.

9.4 Board direction

All funds held and disbursed by the Association are held and disbursed pursuant to a delegation from the Board authorising the same. The Association must comply with any directions given by the Board in connection with the sourcing, disbursement and recording of Association funds.
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10. Accounts

10.1 Financial statements
(a) The Committee shall:
   (i) cause proper accounts and other records to be kept; and
   (ii) cause to be laid before each Annual General Meeting of the Association the financial report for the Association for the last financial year that ended before the Annual General Meeting.
(b) The Treasurer shall provide a copy of the Association’s financial statement and balance sheet to the Principal by 31 December each year.

11. Custody of books and records

11.1 Secretary
Except as otherwise provided by this Constitution and clause 11.2, the Secretary must keep all records, books and other documents relating to the Association in his or her custody or under his or her control and in accordance with any policies regarding record keeping and privacy as may be in force at the School from time to time.

11.2 Treasurer
Except as otherwise provided by this Constitution the Treasurer must keep all records, books and other documents relating to the finances of the Association in his or her custody or under his or her control and in accordance with any policies regarding record keeping and privacy as may be in force at the School from time to time.

12. Miscellaneous

12.1 Fundraising
Any fundraising activities of the Association must be consistent and conform with:

(a) the School’s Mission and Values, rules and regulations including as outlined in the School’s policies from time to time; and
(b) the Objects.

12.2 Sponsorship
All Sponsorship Arrangements to which the Association is party must be approved by the Principal and must be consistent and conform with:

(a) the School’s ethos, rules and regulations including as outlined in the Guidelines; and
(b) the Objects.
12.3 **Use of the School’s branding and marks**

All correspondence and advertising in respect of the Association’s activities, including programmes, must conform to School branding and style guides (including any branding specifically designed for use by the Association as approved by the Committee by resolution). Any use by the Association of the School’s trade marks or other intellectual property, including the School’s letterhead, is only permitted with the School’s prior written approval. Any such use by the Association must be in accordance with the School’s reasonable requirements.

12.4 **Disputes**

In the event of any dispute regarding the activities of the Association the parties to the dispute agree to conduct negotiations in good faith. If after a reasonable time the dispute remains unresolved, if the dispute is:

(a) between Members, it may be referred by either party to the President (or Deputy President if the President is involved in the dispute) in writing for determination;

(b) between members of the Committee and the Principal, the Committee may resolve by special resolution to write to the Board noting any concerns regarding the dispute and/or the Principal.

12.5 **Winding up**

(a) If at any time the Association at a special meeting called for the express purpose of considering the matter approves a proposed resolution by the Committee that the Association be wound up or if the Board of its own motion resolves that the Association should be wound up then, in either case, the Association shall forthwith cease to use its name or any name which associates it with the School and shall take such steps as are necessary to disband and wind up its affairs.

(b) In the event of the winding up of the Association howsoever occurring the property of the Association shall vest in ICL.

12.6 **Alteration of Constitution**

This Constitution may be altered, rescinded or added to only by:

(a) a special resolution of the Association and the approval of the Board; or

(b) by a resolution of the Board.

12.7 **Service of notices**

For the purpose of this Constitution, a notice, including any notices of the Association, Committee meetings and General Meetings, may be served or deemed to be served on or given to a Member by:

(a) inserting the notice in the School newsletter; or
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(b) delivering it to the Member personally; or

(c) sending it by post to the Member or leaving it at the Member’s address as shown in any parent address register or the address supplied by the Member to the Secretary for the giving of notices; or

(d) transmitting it electronically:

(i) to the email address given by the Member to the Secretary for the giving of notices; or

(ii) through any other medium (including social media) which the School regularly uses to communicate to the parents of Students as a whole.
Schedule

Definition of ‘pecuniary gain’

The definition of ‘pecuniary gain’ as set out in s5 Associations Incorporation Act 2009 (NSW) and applicable in this Constitution (with the ‘organisation’ being taken to mean the Association) is as follows:

An organisation provides pecuniary gain for its members if:

(a) it carries on any activity for the purpose of securing pecuniary gain for its members, or
(b) it has capital that is divided into shares or stock held by the organisation’s members, or
(c) it holds property in which the organisation’s members have a disposable interest (whether directly, or in the form of shares or stock in the capital of the organisation or otherwise), or
(d) it is an organisation that is, or is included in a class of organisations that is, prescribed by the regulations for the purposes of this subsection.

For the purposes of subsection (a), an organisation does not provide pecuniary gain for its members merely because of any of the following:

(e) the organisation itself makes a pecuniary gain, unless that gain or any part of it is divided among or received by the organisation’s members or any of them,
(f) the organisation is established for the protection of a trade, business, industry or calling in which the organisation’s members are engaged or interested, but the organisation itself does not engage or take part in, or in any part or branch of, any such trade, business, industry or calling,
(g) members of the organisation derive pecuniary gain through the enjoyment of facilities or services provided by the organisation for social, recreational, educational or other like purposes,
(h) members of the organisation derive pecuniary gain from the organisation by way of bona fide payment of remuneration,
(i) members of the organisation derive pecuniary gain from the organisation of a kind which they could also derive if they were not members of the organisation,
(j) members of the organisation compete for trophies or prizes in contests directly related to the objects of the organisation,
(k) the organisation provides pecuniary gain of a class prescribed by the regulations for the purposes of this section.