

Constitution

New South Wales Combined Independent Schools Sports Council
Limited

ACN 622 432 633

Constitution of New South Wales Combined Independent Schools Sports Council Limited

Preliminary	5
1. Defined terms	5
2. Interpretation	6
3. Application of the Corporations Act	7
4. Objects	7
5. Powers	8
Income and property of Company	8
6. Income and property of Company	8
Membership	8
7. Admission	8
8. Subscriptions	9
9. Ceasing to be a Member	9
10. Eligible Association	9
11. Powers of attorney	10
12. Representatives	10
General meetings	11
13. Annual general meeting	11
14. Calling general meeting	11
15. Notice of general meeting	11
Proceedings at general meetings	12
16. Member	12
17. Quorum	12
18. Chairperson	12
19. Adjournment	13

20.	Decision on questions	13
21.	Taking a poll	14
22.	Written resolutions of Members	14
23.	Casting vote of chairperson	14
	Votes of Members	14
24.	Entitlement to vote	14
25.	Objections	15
26.	Votes by proxy	15
27.	Document appointing proxy	15
28.	Lodgement of proxy	16
29.	Validity	16
	Directors	16
30.	Directors	16
31.	Appointment and removal of Directors	17
32.	Election of Directors	17
33.	Retirement	18
34.	Vacation of office	18
35.	Additional and casual Directors	19
36.	Powers and duties of Directors	19
37.	Directors' meetings	20
38.	Decision on questions	20
39.	Payments to Directors	21
40.	Directors' interests	21
41.	Remaining Directors	22
42.	Chairperson	22
43.	Delegation	22
44.	Written resolutions	23
45.	Validity of acts of Directors	23
46.	Minutes and Registers	23
47.	Appointment of attorneys and agents	24

48. Committee of Management	24
49. Secretary and Executive Officer	25
Inspection of records	25
50. Inspection of records	25
Notices	25
51. Service of notices	25
52. Persons entitled to notice	26
Audit and accounts	26
53. Audit and accounts	26
Winding up	26
54. Winding up	26
Indemnity and insurance	27
55. Indemnity and insurance	27
Annexure 1 – Original Members	29
1. Original members	29
Annexure 2 – Initial Directors	30
1. Initial Directors	30

Preliminary

1. Defined terms

1.1 In this Constitution unless the contrary intention appears:

ACNC Act means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth), or any other legislation relating to the establishment or operation of an Australian charities commission and/or a national regulatory framework and/or national education body or otherwise for the not-for-profit sector, and includes:

- (a) any regulations made under that Act or any other such legislation; and
- (b) any rulings or requirements of the Commissioner of the Australian Charities and Not-for-profits Commission under that Act, or any commissioner or body under any other such legislation, having application to the Company.

Auditor means the Company's auditor or Reviewer (as the case may be).

Company means New South Wales Combined Independent Schools Sports Council Limited.

Constitution means the constitution of the Company as amended from time to time.

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

Director includes any person occupying the position of director of the Company.

Directors means all or some of the Directors acting as the board of directors of the Company.

Eligible Association means an association referred to in clause 10.1 or subsequently approved as an eligible association under clause 10.2.

Executive Officer means the person affected under clause 49.

Imported Provisions means the following provisions of the Corporations Act:

- (a) Section 139 (*Company must send copy of constitution to member*);
- (b) Sections 191 to 194 (*disclosure of, and voting on matters involving, material personal interests*);
- (c) Divisions 1 to 7 of Part 2G.2 (*meetings of members of companies*); and
- (d) Part 2G.3 (*minutes and members' access to minutes*).

Insolvency Event means:

- (a) if the Member is a body corporate:
 - (i) the Member is wound up, dissolved or insolvent under administration as defined in the Corporations Act;
 - (ii) a liquidator, provisional liquidator, Controller, administrator, trustee for creditors, or other similar person is appointed to, or takes possession or control of, any or all of the Member's assets or undertaking; or
 - (iii) the Member enters into or becomes subject to:
 - (A) any arrangement or composition with one or more of its creditors or any assignment for the benefit of one or more of its creditors; or
 - (B) any re organisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors;

- (iv) an application or order is made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken which is preparatory to or could result in any of (i), (ii) or (iii) above;
- (v) the Member is taken, under section 459F(1) of the Corporations Act, to have failed to comply with a statutory demand;
- (vi) the Member suspends payment of its debts, ceases or threatens to cease to carry on all or a material part of its business or becomes unable to pay its debts when they fall due.

Levy means a fee to meet extraordinary expenses of the Company, determined in accordance with clause 8.3.

Member means a member of the Company under clause 7.

Management Committee means the committee referred to in clause 48 – Committee of Management

Original Members means the original members of the Company referred to in clause 7.1(a) and listed in Annexure 1.

Register means the register of Members of the Company.

Registered Entity means a body corporate registered under the ACNC Act.

Representative has the meaning given to it in clause 12.

Reviewer means a reviewer under the ACNC Act.

Secretary means any person appointed by the Directors to perform any of the duties of a secretary of the Company under clause 48.

School means an independent school that is registered as a non-government school under the *Education Act 1990 (NSW)*.

School Principal means the person filling the position of principal of the School from time to time, including a person acting in this position.

- 1.2 In this Constitution, except where the context otherwise requires, a word or expression in a clause of this Constitution has the same meaning as in the Corporations Act. Where the word or expression has more than one meaning in the Corporations Act and a provision of the Corporations Act deals with the same matter as a clause of this Constitution, that word or expression has the same meaning as in that provision.

2. Interpretation

In this Constitution, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) headings are for ease of reference only and do not affect interpretation;
- (d) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Constitution, and a reference to this Constitution includes any schedule or annexure;

- (e) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (f) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (g) a reference to time is a reference to Australian Eastern Standard Time (AEST) time;
- (h) a reference to a statute, ordinance, code or other law includes regulations and other instruments made under it and consolidations, amendments, re-enactments or replacements of any of them; and
- (i) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions.

3. Application of the Corporations Act

3.1 If, while the Company is a Registered Entity, the Corporations Act operates such that an Imported Provision does not apply to the Company because the Company is a Registered Entity:

- (a) a clause in the same terms as the Imported Provision, along with any relevant definitions in the Corporations Act, is deemed to be included in this Constitution and to apply to the Company to the extent the Imported Provision would have applied to the Company were the Company not a Registered Entity (**Equivalent Clause**); and
- (b) a reference in this Constitution to an Imported Provision is deemed to be a reference to the Equivalent Clause.

3.2 The provisions of the Corporations Act that apply to certain companies as replaceable rules are displaced by this Constitution in their entirety and do not apply to the Company.

3.3 For the purposes of this Constitution, if the provisions of the Corporations Act or the ACNC Act conflict with the terms of this Constitution on the same matter, the provisions of the relevant Act prevail to the extent of the conflict.

4. Objects

4.1 The Company is established as a charity whose objects are:

- (a) to advance and support the holistic education of all students attending Schools by providing the framework through which those students, are able to pursue a representative pathway to State and National sporting competition; both within the independent school sector and between other NSW education sectors, thereby leading to enhanced educational outcomes for the students;
- (b) to encourage and develop the teamwork, collaboration, communication, relationship-building and other core social and life skills of students attending Schools through the promotion of the objects in clause 4.1(a).
- (c) to provide the opportunity for staff of Schools to enhance their skills by taking up representative positions as officials to State and National sporting competitions; and
- (d) to do all things incidental or convenient in relation to the advancement of the object contained in this clause.

4.2 When interpreting the objects in clause 4.1, each object should be construed separately and independently of any other and each object should be interpreted as if none of the other objects is contained in that clause.

5. Powers

The Company may only exercise the powers granted in section 124(1) of the Corporations Act to:

- (a) carry out the objects set out in clause 4; and
- (b) do all things incidental or convenient in relation to the exercise of power under clause 5(a).

Income and property of Company

6. Income and property of Company

- 6.1 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.
- 6.2 No income or property will be paid or transferred directly or indirectly to any Member of the Company except for payments to a Member:
 - (a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company; or
 - (b) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent.

Membership

7. Admission

- 7.1 The members of the Company are:
 - (a) the persons listed in Annexure 1 to this Constitution and who are the members of the Company on registration, being the Schools who are at the date of adoption of this constitution members of the NSW Combined Independent Schools Sports Council, an organisation established by a by-law of the Association and of Independent Schools of NSW Limited, and who have agreed to abide by the Constitution; and
 - (b) any eligible School whom the Directors admit to membership in accordance with this Constitution and who agree to become members of the Company.
- 7.2 A School is eligible to be admitted to membership if:
 - (a) it is a member of another sporting association which is approved by the Directors to be an Eligible Association; or
 - (b) it is not a member of an Eligible Association, but the Directors have determined that there are special reasons for admitting the School to membership.
- 7.3 Applications for membership of the Company must be in writing, signed by the applicant, and be in a form approved by the Directors in their absolute discretion.
- 7.4 The Directors will consider each application for membership at the next meeting of Directors after the application is received. In considering an application for membership, the Directors may:
 - (a) accept the application;
 - (b) reject the application; or
 - (c) ask the applicant to give more evidence of eligibility or suitability for membership.

- 7.5 If the Directors ask for more evidence under clause 7.4 their determination of the application for membership is to be deferred until the evidence is given.
- 7.6 The Directors do not have to give any reason for rejecting an application for membership.
- 7.7 The rights and privileges of every Member are personal to each Member and are not transferable by the Member's own act or, to the extent permitted by law, by operation of law.

8. Subscriptions

- 8.1 The subscription payable by each Member for the calendar year ending 31 December 2018 shall be an amount equal to \$4.04 per student multiplied by the number of students enrolled in the School calculated at the census date of the preceding calendar year.
- 8.2 The subscription payable by each Member for each subsequent calendar year shall be an amount determined by the Directors and approved by resolution passed at a general meeting.
- 8.3 The Directors may determine that a Levy be paid by Members, provided that such Levy is first approved by resolution passed at a general meeting.
- 8.4 A Member must pay:
- (a) its annual subscription on or before 31 March each year or such other time determined by the Directors; and
 - (b) any Levy by the time specified by the Directors.

9. Ceasing to be a Member

- 9.1 A Member's membership of the Company will immediately cease:
- (a) if the Member gives the Secretary written notice of resignation, from the date of receipt of that notice by the Secretary;
 - (b) if a majority of three-quarters of the Directors present and voting at a meeting of Directors by resolution terminate the membership of a Member:
 - (i) whose conduct, or the conduct of its staff or students, in their opinion renders it undesirable that that Member continue to be a Member of the Company; and
 - (ii) who has been given at least 21 days' notice of the resolution and has had the opportunity to be heard at the meeting at which the resolution is proposed; or
 - (c) if the Member:
 - (i) other than a Member admitted under clause 7.2(b), ceases to be a member of an Eligible Association; or
 - (ii) ceases to be registered as a School; or
 - (iii) is subject to an Insolvency Event.

10. Eligible Association

- 10.1 The first Eligible Associations will be:
- (a) Association of Heads of Independent Girls Schools – Independent Girls Schools Sports Association (AHIGS-IGSSA);
 - (b) Association Independent Co-Educational Schools (AICES);

- (c) All Suburbs Independent Schools Sports Association (ASISSA);
- (d) The Associated Schools of New South Wales (CAS);
- (e) Christian Schools Sports Association (CSSA);
- (f) Great Public Schools (GPS);
- (g) Heads of Independent Co-Educational Schools (HICES);
- (h) Hunter Region Independent Schools (HRIS);
- (i) Independent Primary Schools Heads Association of Australia (IPSHA);
- (j) Independent Sports Association (ISA);
- (k) New Anglican Schools Sports Association (NASSA);
- (l) North Coast Independent Schools Sports Association (NCIS);
- (m) Riverina Association of Schools (RAS); and
- (n) Southern Anglican Schools Sports Association (SASSA).

10.2 The Directors may determine that other associations are Eligible Associations provided the proposal to accept another association as an Eligible Association is first approved by a resolution passed at general meeting.

10.3 The Directors may remove an association as an Eligible Association if the proposal to remove the association is first approved by a resolution passed at general meeting.

11. Powers of attorney

11.1 If a Member executes or proposes to execute any document or do any act by or through an attorney which affects the Company or the Member's membership in the Company, that Member must deliver the instrument appointing the attorney to the Company for notation.

11.2 If the Company asks the Member to file with it a certified copy of the instrument for the Company to retain, the Member will promptly comply with that request.

11.3 The Company may ask for whatever evidence it thinks appropriate that the power of attorney is effective and continues to be in force.

12. Representatives

12.1 A Member may:

- (a) appoint an individual as its authorised representative (**Representative**) to exercise all or any of the powers that the body corporate may exercise in relation to all matters connected with the Company as permitted by the Corporations Act; and
- (b) remove a Representative.

12.2 A person may not be Representative for more than one Member.

12.3 Subject to the terms of appointment, a Representative may:

- (a) exercise at a meeting of the Members all the powers which the corporation or organisation which appointed him or her could exercise if it were a natural person; and

- (b) if present at a meeting of the Members, be counted towards a quorum on the basis that the Member is to be considered personally present at such a meeting.
- 12.4 The appointment of a Representative shall be in such form as may be approved by the Directors.
- 12.5 A duly executed certificate is rebuttable evidence of the appointment or of the removal of the appointment (as appropriate) of the Representative.
- 12.6 Any person claiming to be the Representative of a Member is not entitled to exercise the rights of a Member unless, 48 hours prior to the meeting, the Company receives evidence of the Representative's appointment.
- 12.7 Any attendance, statement or vote by a Representative shall be deemed to be the attendance, statement or vote of the Member and shall bind the Member, unless the Company has received written notice from the Member of the revocation of the Representative's appointment at least 48 hours prior to the relevant action being taken by the Representative.
- 12.8 The appointment of a Representative may set out restrictions on the Representative's powers. If the appointment is to be by reference to a position held, the appointment must identify the position.

General meetings

13. Annual general meeting

- 13.1 A general meeting, called the annual general meeting, must be held once in every calendar year at such time and place as may be determined by the Directors.
- 13.2 While the Company is a Registered Entity, the chairperson of an annual general meeting must allow a reasonable opportunity for the Members as a whole at the meeting to ask questions about, and make comments on, the management of the Company.

14. Calling general meeting

- 14.1 Any Director may, at any time, call a general meeting.
- 14.2 A general meeting may be held at two or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate.
- 14.3 The Directors must call and arrange to hold a general meeting on the request of Members with at least 5% of the votes that may be cast at a general meeting.
- 14.4 A Member may not request or call and arrange to hold a general meeting except under section 249E or 249F of the Corporations Act.

15. Notice of general meeting

- 15.1 Subject to the provisions of the Corporations Act allowing general meetings to be held with shorter notice, at least 21 days' written notice (exclusive of the day on which the notice is served or deemed to be served and of the day for which notice is given) must be given to Members of any general meeting.
- 15.2 A notice calling a general meeting:
 - (a) must specify the place, date and time of the meeting and if the meeting is to be held in two or more places, the technology that will be used to facilitate this; and

- (b) must state the general nature of the business to be transacted at the meeting; and
 - (c) may specify a place, facsimile number and electronic address for the purposes of proxy appointment.
- 15.3 A notice of an annual general meeting need not state that the business to be transacted at the meeting includes:
- (a) the consideration of the annual financial report, Directors' report and the Auditor's report (if any);
 - (b) the election of directors; or
 - (c) the appointment and fixing of the remuneration of the Auditor (if any).
- 15.4 The Directors may postpone or cancel any general meeting whenever they think fit (other than a meeting called as the result of a request under clause 14.3).
- 15.5 The Directors must give notice of the postponement or cancellation of a general meeting to all persons referred to in clause 52.1 entitled to receive notices from the Company.
- 15.6 An accidental omission to send a notice of a general meeting (including a proxy appointment form) to any Member or the non-receipt of a notice (or form) by any Member does not invalidate the proceedings at or any resolution passed at the general meeting.

Proceedings at general meetings

16. Member

In clauses 17, 18, 20 and 24, **Member** means a Member present in person, by proxy or by its Representative.

17. Quorum

- 17.1 No business may be transacted at a general meeting unless a quorum of Members is present when the meeting proceeds to business.
- 17.2 A quorum of Members is 20 Members.
- 17.3 If a quorum is not present within 30 minutes after the time appointed for a general meeting:
- (a) if the general meeting was called on the requisition of Members, it is automatically dissolved; or
 - (b) in any other case:
 - (i) it will stand adjourned to the same time and place seven days after the meeting, or to another day, time and place determined by the Directors; and
 - (ii) if at the adjourned general meeting a quorum is not present within 30 minutes after the time appointed for the general meeting, the general meeting is automatically dissolved.

18. Chairperson

- 18.1 The chairperson, or in the chairperson's absence the deputy chairperson, of Directors' meetings will be the chairperson at every general meeting.

- 18.2 The Directors present may elect a chairperson of a general meeting if:
- (a) there is no chairperson or deputy chairperson; or
 - (b) neither the chairperson nor deputy chairperson is present within 15 minutes after the time appointed for holding the general meeting; or
 - (c) the chairperson and deputy chairperson are unwilling to act as chairperson of the general meeting.
- 18.3 If the Directors make no election under clause 18.2 when they are entitled to do so, then:
- (a) the Members may elect one of the Directors present as chairperson; or
 - (b) if no Director is present or is willing to take the chair, the Members may elect one of the Members present as chairperson.
- 18.4 If there is a dispute at a general meeting about a question of procedure, the chairperson may determine the question.
- 18.5 The general conduct of each general meeting of the Company and the procedures to be adopted at the meeting will be determined by the chairperson.

19. Adjournment

- 19.1 The chairperson of a general meeting at which a quorum is present:
- (a) in his or her discretion may adjourn the general meeting with the meeting's consent; and
 - (b) must adjourn the general meeting if the meeting directs him or her to do so.
- 19.2 An adjourned general meeting may take place at a different venue to the initial general meeting.
- 19.3 The only business that can be transacted at an adjourned general meeting is the unfinished business of the initial general meeting.
- 19.4 Notice of an adjourned general meeting must only be given in accordance with clause 15.1 if a general meeting has been adjourned for more than 21 days.

20. Decision on questions

- 20.1 Subject to the Corporations Act a resolution is carried if a majority of the votes cast on the resolution are in favour of the resolution.
- 20.2 A resolution put to the vote of a meeting is to be decided on a show of hands unless a poll is demanded in accordance with the Corporations Act.
- 20.3 Unless a poll is demanded:
- (a) a declaration by the chairperson that a resolution has been carried, carried by a specified majority, or lost; and
 - (b) an entry to that effect in the minutes of the meeting,
- are conclusive evidence of the fact without proof of the number or proportion of the votes in favour of or against the resolution.
- 20.4 The demand for a poll may be withdrawn.
- 20.5 A decision of a general meeting may not be impeached or invalidated on the ground that a person voting at the general meeting was not entitled to do so.

21. Taking a poll

- 21.1 If a poll is demanded under clause 20.1, a poll will be taken when and in the manner that the chairperson directs.
- 21.2 The result of the poll will be the resolution of the meeting at which the poll was demanded.
- 21.3 The chairperson may determine any dispute about the admission or rejection of a vote.
- 21.4 The chairperson's determination, if made in good faith, will be final and conclusive.
- 21.5 A poll demanded on the election of the chairperson or the adjournment of a general meeting must be taken immediately.
- 21.6 After a poll has been demanded at a general meeting, the general meeting may continue for the transaction of business other than the question on which the poll was demanded.

22. Written resolutions of Members

- 22.1 Subject to the Corporations Act, the Company may pass a resolution without a general meeting being held if all the Members entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. The resolution is passed when the last Member signs the document.
- 22.2 For the purposes of clause 22.1, separate copies of a document may be used for signing by Members if the wording of the resolution and statement is identical in each copy.
- 22.3 If the Company has only one Member, the Company may pass a resolution by the Member recording it and signing the record.
- 22.4 Any document referred to in this clause 22 may be in the form of a facsimile or electronic transmission.
- 22.5 For the purposes of clause 22.3, a document will be taken to be signed by a Member if it:
 - (a) includes or is accompanied by a personal identification code allocated by the Company to the Member; or
 - (b) has been authorised by the Member in another manner approved by the Directors.

23. Casting vote of chairperson

The chairperson does not have a casting vote in addition to the chairperson's votes as a Member, proxy or attorney.

Votes of Members

24. Entitlement to vote

- 24.1 Subject to this Constitution, on a show of hands and on a poll every Member has one vote.

25. Objections

- 25.1 An objection to the qualification of a voter may only be raised at the general meeting or adjourned general meeting at which the voter tendered its vote.
- 25.2 An objection must be referred to the chairperson of the general meeting, whose decision is final.
- 25.3 A vote which the chairperson does not disallow because of an objection is valid for all purposes.

26. Votes by proxy

- 26.1 If a Member appoints a proxy, proxies or an attorney, the proxy, proxies or attorney may not vote on a show of hands.
- 26.2 A proxy may but need not be an employee or member of the board of directors or equivalent of the Member whose proxy they hold.
- 26.3 A proxy may demand or join in demanding a poll.
- 26.4 A proxy or attorney may vote on a poll.
- 26.5 A proxy may vote or abstain as he or she chooses except where the appointment of the proxy directs the way the proxy is to vote on a particular resolution. If a proxy votes at all, the proxy will be deemed to have voted all directed proxies in the manner directed.

27. Document appointing proxy

- 27.1 An appointment of a proxy is valid if it is signed by the Member making the appointment and contains the information required by section 250A(1) of the Corporations Act. The Directors may determine that an appointment of proxy is valid even if it only contains some of the information required by section 250A(1) of the Corporations Act.
- 27.2 For the purposes of clause 27.1, an appointment received at an electronic address will be taken to be signed by the Member if:
 - (a) a personal identification code allocated by the Company to the Member has been input into the appointment; or
 - (b) the appointment has been verified in another manner approved by the Directors.
- 27.3 A proxy's appointment is valid at an adjourned general meeting.
- 27.4 A proxy or attorney may be appointed for all general meetings or for any number of general meetings or for a particular purpose.
- 27.5 Unless otherwise provided for in the proxy's appointment or in any instrument appointing an attorney, the appointment of the proxy or the attorney will be taken to confer authority:
 - (a) to vote on:
 - (i) any amendment moved to the proposed resolutions and on any motion that the proposed resolution not be put or any similar motion; and
 - (ii) any procedural motion, including any motion to elect the chairperson, to vacate the chair or to adjourn the general meeting,even though the appointment may specify the way the proxy or attorney is to vote on a particular resolution; and

- (b) to vote on any motion before the general meeting whether or not the motion is referred to in the appointment.

27.6 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 complete the appointment by inserting the name or names of one or more Directors or the Secretary.

28. Lodgement of proxy

28.1 The written appointment of a proxy or attorney must be received by the Company, at least 48 hours (unless otherwise specified in the notice of meeting to which the proxy relates) before:

- (a) the time for holding the general meeting or adjourned general meeting at which the appointee proposes to vote; or
- (b) the taking of a poll on which the appointee proposes to vote.

28.2 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:

- (a) the Company's registered office;
- (b) a facsimile number at the Company's registered office; or
- (c) a place, facsimile number or electronic address specified for that purpose in the notice of meeting.

29. Validity

A vote cast in accordance with an appointment of proxy or power of attorney is valid even if before the vote was cast the appointor:

- (a) died;
- (b) became mentally incapacitated; or
- (c) revoked the proxy or power,

unless any written notification of the death, unsoundness of mind or revocation was received by the Company before the relevant general meeting or adjourned general meeting.

Directors

30. Directors

30.1 Unless otherwise determined by resolution passed at general meeting, the Company shall have seven Directors.

30.2 The initial Directors of the Company are the persons who have consented to act as directors and are set out in the Company's application for registration as a company and in Annexure 2 to the Constitution. Those persons hold office, subject to this Constitution, until the first Annual General Meeting of the Company.

31. Appointment and removal of Directors

- 31.1 Subject to the Corporations Act, the Company may by resolution passed at a general meeting increase the minimum number of Directors or increase or reduce the maximum number of Directors.
- 31.2 The Directors shall comprise:
- (a) at least five School Principals elected by the Members to the board of the Company; and
 - (b) two individuals appointed by the Directors to the board of the Company.
- 31.3 Subject to applicable law, if the Directors consider in their discretion, acting reasonably, that the conduct or position of any Director is such that continuance in office is likely to be prejudicial to the interests of the Company, the Directors, at a meeting of the Directors specifically called for that purpose, may suspend that Director. The relevant Director will not be eligible to vote on the resolution.
- 31.4 As soon as possible after the suspension (subject to the notice provisions in the Corporations Act and this Constitution), the Directors must call a general meeting, at which the Members may either confirm the suspension and remove the Director from office or annul the suspension and reinstate the Director.

32. Election of Directors

- 32.1 A Member may, by notice in writing to the Secretary at least 28 days prior to the date of the annual general meeting, nominate a School Principal as a candidate for election as a Director, such notice to be accompanied by the candidate's written consent to be a Director.
- 32.2 If, at an annual general meeting:
- (a) the number of candidates for election as elected Directors is equal to the number of vacancies to be filled, each candidate will be declared elected as a Director with effect upon the conclusion of the annual general meeting;
 - (b) the number of candidates for election as Directors exceeds the number of vacancies to be filled:
 - (i) a ballot will be taken at the meeting amongst the Members present or by proxy (with each Member being entitled to cast one vote in the ballot) to elect the candidates to fill the vacancies; and
 - (ii) each candidate elected to fill a vacancy will be declared elected as a Director with effect upon the conclusion of the annual general meeting; or
 - (c) the number of candidates (if any) for election as elected Directors is less than the number of vacancies to be filled:
 - (i) each candidate, if any, will be declared elected as a Director with effect upon the conclusion of the annual general meeting; and
 - (ii) in relation to the vacancies for elected Directors not filled under paragraph (i), any Member present may orally nominate a School Principal (with the consent of the nominee) to fill a vacancy. If the number of candidates

nominated orally at the annual general meeting in accordance with this paragraph (ii) is:

- (A) equal to the number of vacancies to be filled, the candidates shall be declared elected with effect upon the conclusion of the meeting;
 - (B) exceeds the number of vacancies to be filled:
 - (I) a ballot will be taken at the meeting amongst the Members present or by proxy (with each Member being entitled to cast one vote in the ballot) to elect the candidates to fill the vacancies; or
 - (II) each candidate elected to fill a vacancy will be declared elected as a Director with effect upon the conclusion of the annual general meeting; or
 - (C) less than the number of vacancies to be filled, the remaining vacancies will remain as casual vacancies on the Board following the annual general meeting.
- (d) Where a ballot is held under this clause 31.2 and an equal number of votes is cast in favour of two or more candidates, the chairperson of the meeting shall draw lots between the candidates having equal votes to determine the candidate or candidates that will fill the vacancies.

33. Retirement

- 33.1 All Directors retire from office at the conclusion of each annual general meeting after the Director was last elected or appointed.
- 33.2 Subject to clause 33.3, a retiring Director is eligible for re-election or re-appointment.
- 33.3 Any person (including the appointees) who has been a Director for nine consecutive years is not eligible to be a Director for a period of two years.

34. Vacation of office

A person immediately ceases to be a Director if he or she:

- (a) becomes ineligible to be a Director under the ACNC Act while the Company is a Registered Entity;
- (b) ceases to be a Director by virtue of the Corporations Act;
- (c) is prohibited by the Corporations Act from holding office or continuing as a Director;
- (d) is prohibited from holding or is removed from the office of Director by an order made under the Corporations Act;
- (e) is liable to have a person appointed, under a law relating to the administration of estates of persons who through mental or physical incapacity are incapable of managing their affairs, to administer it, or becomes in the opinion of the Directors incapable of performing his or her duties;
- (f) resigns by notice in writing to the Company;
- (g) is removed by a resolution of the Company;

- (h) becomes bankrupt or makes any general arrangement or composition with his or her creditors;
- (i) is absent from Directors' meetings for 6 consecutive months without leave of absence from the Directors;
- (j) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the Corporations Act;
- (k) is or becomes a registrable person for the purposes of the *Child Protection (Offenders Registration) Act 2000* (NSW); or
- (l) if appointed in his or her capacity as a School Principal, ceases to be the Principal of a Member School.

35. Additional and casual Directors

- 35.1 Subject to clause 31, the Directors may appoint any person as a Director to fill a casual vacancy or as an addition to the existing Directors so that the total number of Directors shall not at any time exceed the number fixed in accordance with clause 31.
- 35.2 A Director appointed under clause 35.1 ceases to be a Director at the conclusion of the next annual general meeting of the Company but is eligible for re-election or re-appointment as a Director.

36. Powers and duties of Directors

- 36.1 The business of the Company is managed by the Directors who may exercise all powers of the Company that this Constitution and the Corporations Act do not require to be exercised by the Company in general meeting.
- 36.2 Without limiting the generality of clause 36.1, the Directors may exercise all the powers of the Company to:
- (a) borrow money;
 - (b) charge any property or business of the Company;
 - (c) issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person; and
 - (d) guarantee or to become liable for the payment of money or the performance of any obligation by or of any other person.
- 36.3 At all times while the Company is a Registered Entity, each Director is subject to, and must comply with, the following duties:
- (a) to exercise the Director's powers and discharge the Director's duties with the degree of care and diligence that a reasonable individual would exercise if they were a director of the Company;
 - (b) to act in good faith in the Company's best interests, and to further the purposes of the Company;
 - (c) not to misuse the Director's position;
 - (d) not to misuse information obtained in the performance of the Director's duties as a Director of the Company;

- (e) to disclose perceived or actual material conflicts of interest of the Director;
- (f) to ensure that the Company's financial affairs are managed in a responsible manner; and
- (g) not to allow the Company to operate while insolvent.

37. Directors' meetings

- 37.1 A Director may at any time, and the Secretary must on the request of a Director, call a Directors' meeting.
- 37.2 Reasonable notice of a Directors' meeting must be given to each Director, unless the Directors unanimously agree to the contrary.
- 37.3 It is not necessary to give notice of a meeting of the Directors to an Australian resident whom the Secretary, when giving notice to the other Directors, reasonably believes to be temporarily outside Australia.
- 37.4 By attending a Directors' meeting, a Director waives any objection he or she may have had in relation to the notice of meeting.
- 37.5 An accidental omission to give notice of a meeting of Directors to any Director or the non-receipt of such notice by any Director does not invalidate the proceedings at or any resolution passed at the meeting.
- 37.6 Subject to the Corporations Act, a Directors' meeting may be held by the Directors communicating with each other by any technological means by which they are able simultaneously to hear each other and to participate in discussion.
- 37.7 The Directors need not all be physically present in the same place for a Directors' meeting to be held.
- 37.8 Subject to clause 40, a Director who participates in a meeting held in accordance with this Constitution is taken to be present and entitled to vote at the meeting.
- 37.9 Clauses 37.6 to 37.7 apply to meetings of Committees as if all committee members were Directors.
- 37.10 Subject to this clause 37, the Directors may meet together, adjourn and regulate their meetings as they think fit.
- 37.11 A quorum for meetings of Directors is four Directors.
- 37.12 Where a quorum cannot be established for the consideration of a particular matter at a meeting of Directors, the chairperson may call a general meeting to deal with the matter.
- 37.13 Notice of a meeting of Directors may be given in writing or in person, or the meeting may be otherwise called by fax, email, telephone or any other technology consented to by all the Directors.

38. Decision on questions

- 38.1 Questions arising at a meeting of Directors are to be decided by a majority of votes of the Directors present and voting and, subject to clause 40, each Director has one vote.
- 38.2 The chairperson of a meeting does not have a casting vote in addition to his or her deliberative vote.

39. Payments to Directors

- 39.1 Subject to clause 39.2, no payment will be made to any Director of the Company other than payment:
- (a) of out of pocket expenses incurred by the Director in the performance of any duty as Director of the Company where the amount payable does not exceed an amount previously approved by the Directors of the Company;
 - (b) for any service rendered to the Company by the Director in a professional or technical capacity, other than in the capacity as Director, where the provision of the service has the prior approval of the Directors of the Company and where the amount payable is approved by the Directors of the Company and is not more than an amount which commercially would be reasonable payment for the service;
 - (c) of any salary or wage due to the Director as an employee of the Company where the terms of employment have been approved by the Directors of the Company; and
 - (d) relating to an indemnity in favour of the Director and permitted by section 199A of the Corporations Act or a contract of insurance permitted by section 199B of the Corporations Act.
- 39.2 Notwithstanding anything else in this constitution, a payment of any kind which is permitted to be paid to a Director by this constitution can be made by the Company to a Director only if that payment is approved by the Directors.

40. Directors' interests

- 40.1 As required by the Corporations Act, a Director must give the Directors notice of any material personal interest in a matter that relates to the affairs of the Company.
- 40.2 No contract made by a Director with the Company and no contract or arrangement entered into by or on behalf of the Company in which any Director may be in any way interested is avoided or rendered voidable merely because of the Director holding office as a director or because of the fiduciary obligations arising out of that office.
- 40.3 No Director contracting with or being interested in any arrangement involving the Company is liable to account to the Company for any profit realised by or under any such contract or arrangement merely because of the Director holding office as a director or because of the fiduciary obligations arising out of that office.
- 40.4 A Director is not disqualified merely because of being a Director from contracting with the Company in any respect.
- 40.5 Subject to clause 39, a Director or a body or entity in which a Director has a direct or indirect interest may:
- (a) enter into any agreement or arrangement with the Company;
 - (b) hold any office or place of profit other than as auditor in the Company; and
 - (c) act in a professional capacity other than as auditor for the Company,
- and the Director or the body or entity can receive and keep beneficially any remuneration, profits or benefits under any agreement or arrangement with the Company or from holding an office or place of profit in or acting in a professional capacity with the Company.

- 40.6 A Director who has a material personal interest in a matter that is being considered at a Directors' meeting must not:
- (a) be present while the matter is being considered at the meeting; or
 - (b) vote on the matter,
- unless permitted by the Corporations Act to do so, in which case the Director may:
- (c) be counted in determining whether or not a quorum is present at any meeting of Directors considering that contract or arrangement or proposed contract or arrangement;
 - (d) sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement; and
 - (e) vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement.
- 40.7 A Director may be or become a director or other officer of, or otherwise interested in, any related body corporate or any other body corporate promoted by the Company or in which the Company may be interested as a vendor, shareholder or otherwise and is not accountable to the Company for any remuneration or other benefits received by the Director as a director or officer of, or from having an interest in, that body corporate.

41. Remaining Directors

- 41.1 The Directors may act even if any of the directors' positions are vacant.
- 41.2 If the number of Directors is not sufficient to constitute a quorum at a Directors' meeting, the Directors may act only to:
- (a) appoint a Director; or
 - (b) call a general meeting.

42. Chairperson

- 42.1 The Directors may by simple majority appoint, remove and replace a Director as chairperson of Directors' meetings and may determine the period for which the chairperson shall hold office (save that any chairperson shall cease to be chairperson if they cease to be a Director).
- 42.2 If no chairperson is appointed or if the chairperson is not present at any Directors' meeting within ten minutes after the time appointed for the meeting to begin, the Directors present must elect a Director to be chairperson of the meeting.
- 42.3 The Directors may elect a Director as deputy chairperson to act as chairperson in the chairperson's absence.

43. Delegation

- 43.1 The Directors may delegate any of their powers, other than those which by law must be dealt with by the Directors as a board, to a committee or committees (each a **Committee**).
- 43.2 The Directors may at any time revoke any delegation of power to a Committee.
- 43.3 At least one member of each Committee must be a Director.

- 43.4 A Committee must exercise its powers in accordance with any directions of the Directors and a power exercised in that way is taken to have been exercised by the Directors.
- 43.5 A Committee may be authorised by the Directors to sub-delegate all or any of the powers for the time being vested in it.
- 43.6 Meetings of any Committee will be governed by the provisions of this Constitution which deal with Directors' meetings so far as they are applicable and are not inconsistent with any directions of the Directors. The provisions apply as if each member was a Director.

44. Written resolutions

- 44.1 The Directors may pass a resolution without a Director's meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. The resolution is passed when the last Director signs.
- 44.2 For the purposes of clause 44.1, separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.
- 44.3 Any document referred to in this clause may be in the form of a facsimile or electronic transmission.
- 44.4 The minutes of Directors' meetings must record that a meeting was held in accordance with this clause.
- 44.5 This clause applies to meetings of Directors' committees as if all members of the committee were Directors.

45. Validity of acts of Directors

If it is discovered that:

- (a) there was a defect in the appointment of a person as a Director or member of a Committee; or
- (b) a person appointed to one of those positions was disqualified,

all acts of the Directors or the Committee before the discovery was made are as valid as if the person had been duly appointed and was not disqualified.

46. Minutes and Registers

- 46.1 The Directors must cause minutes to be made of:
- (a) the names of the Directors present at all Directors' meetings and meetings of Directors' committees;
 - (b) all proceedings and resolutions of general meetings, Directors' meetings and meetings of Directors' committees;
 - (c) all resolutions passed by Directors in accordance with clause 44;
 - (d) all appointments of officers;
 - (e) all orders made by the Directors and Directors' committees; and
 - (f) all disclosures of interests made under clause 40.

- 46.2 Minutes must be signed by the chairperson of the meeting or by the chairperson of the next meeting of the relevant body.
- 46.3 The Company must keep all registers required by this Constitution and the Corporations Act, including a Register of Members.

47. Appointment of attorneys and agents

- 47.1 The Directors may from time to time by resolution or power of attorney executed in accordance with section 127 of the Corporations Act appoint a person in accordance with clause 47.2 to be the attorney or agent of the Company:
- (a) for the purposes;
 - (b) with the powers, authorities and discretions (not exceeding those exercisable by the Directors under this Constitution);
 - (c) for the period; and
 - (d) subject to the conditions,
- determined by the Directors.
- 47.2 An appointment by the Directors of an attorney or agent of the Company may be made in favour of:
- (a) any company;
 - (b) the members, directors, nominees or managers of any company or firm; or
 - (c) any fluctuating body of persons whether nominated directly or indirectly by the Directors.
- 47.3 A power of attorney may contain such provisions for the protection and convenience of persons dealing with an attorney as the Directors think fit.
- 47.4 An attorney or agent appointed under this clause may be authorised by the Directors to sub-delegate all or any of the powers authorities and discretions for the time being vested in it.

48. Committee of Management

- 48.1 The Directors must establish a management committee which must report to the Directors.
- 48.2 Each Eligible Association may nominate one person to be a member of the Management Committee.
- 48.3 The Management Committee may:
- (a) do all things necessary to implement the framework as established by the Directors within which Schools can participate in State and National sporting activities;
 - (b) prepare the calendar of events for approval by the Directors and thereafter publish the dates for all events and activities;
 - (c) review appointments of officials selected by sub-committees;
 - (d) do all things necessary or appropriate to have players, parents, officials, coaches, managers and conveners uphold the standards any code of behaviour established by the Directors;

- (e) make recommendations to the Directors for the establishment of sub-committees and concerning policy matters; and
- (f) establish policies regarding the criteria for, and method or methods of, selection teams for approval by the Directors.

Executive Officer

49. Secretary and Executive Officer

- 49.1 The Directors must appoint an Executive Officer of the Company for a term and at remuneration and on conditions determined by them. The Executive Officer shall also be appointed as the Secretary of the Company, subject to that person consenting to act as the Secretary.
- 49.2 The Executive Officer is entitled to attend and be heard on any matter at all Directors' and general meetings.
- 49.3 The Executive Officer shall be the Chairperson of the Management Committee.
- 49.4 The Directors may, subject to the terms of the Executive Officer's employment contract, suspend, remove or dismiss the Executive Officer.

Inspection of records

50. Inspection of records

- 50.1 Except as otherwise required by law, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the financial records and other documents of the Company or any of them will be open for inspection by Members other than Directors.
- 50.2 Except as otherwise required by law, a Member other than a Director does not have the right to inspect any financial records or other documents of the Company unless the Member is authorised to do so by a court order or a resolution of the Directors.

Notices

51. Service of notices

- 51.1 Notice may be given by the Company to any person who is entitled to notice under this Constitution:
- (a) by serving it on the person; or
 - (b) by sending it by post, facsimile transmission or electronic notification to the person at the person's address shown in the Register or the address supplied by the person to the Company for sending notices to the person.
- 51.2 A notice sent by post is taken to be served:
- (a) by properly addressing, prepaying and posting a letter containing the notice; and
 - (b) on the day after the day on which it was posted.

- 51.3 A notice sent by facsimile transmission or electronic notification is taken to be served:
- (a) by properly addressing the facsimile transmission or electronic notification and transmitting it; and
 - (b) on the day of its transmission except if transmitted after 5.00pm in which case is taken to be served on the next day.
- 51.4 If a Member does not have an address recorded in the Register a notice will be taken to be served on that Member 24 hours after it was posted on a notice board at the Company's registered office.
- 51.5 A Member whose address recorded in the Register is not in Australia may specify in writing an address in Australia to be taken to be the Member's for the purposes of clause 511.
- 51.6 A certificate in writing signed by a Director, Secretary or other officer of the Company that a document or its envelope or wrapper was addressed and stamped and was posted is conclusive evidence of posting.
- 51.7 Subject to the Corporations Act the signature to a written notice given by the Company may be written or printed.
- 51.8 All notices sent by post outside Australia must be sent by prepaid airmail post.

52. Persons entitled to notice

- 52.1 Notice of every general meeting must be given to:
- (a) every Member;
 - (b) every Director; and
 - (c) any Auditor.
- 52.2 No other person is entitled to receive notice of a general meeting.

Audit and accounts

53. Audit and accounts

- 53.1 The Directors must cause the Company to keep written financial records in relation to the business of the Company as required by law.
- 53.2 The Directors must cause the financial records of the Company to be audited or reviewed as required by law.

Winding up

54. Winding up

- 54.1 If the Company is wound up:
- (a) each Member; and
 - (b) each person who has ceased to be a Member in the preceding year,
- undertakes to contribute to the property of the Company for the:

- (c) payment of debts and liabilities of the Company (in relation to clause 54.1(b), contracted before the person ceased to be a Member) and payment of costs, charges and expenses of winding up; and
 - (d) adjustment of the rights of the contributories amongst themselves,
- the amount of \$2.00.

54.2 If any surplus remains following the winding up of the Company, the surplus will not be paid to or distributed amongst Members, but will be given or transferred to a corporation which, by its constitution, is:

- (a) required to pursue similar charitable purposes to those pursued by the Company;
- (b) required to apply its profits (if any) or other income in promoting its objects; and
- (c) prohibited from making any distribution to its members or making payments to its members or directors (other than in circumstances contemplated by clause 39),

such corporation to be determined by the Members at or before the winding up and, in default, by application to the Supreme Court of New South Wales for determination.

Indemnity and insurance

55. Indemnity and insurance

55.1 To the extent permitted by law and subject to the restrictions in section 199A of the Corporations Act and any other applicable statutory restrictions, the Company indemnifies every person who is or has been an officer of the Company against:

- (a) any and all liabilities (other than for legal costs) incurred by that person as 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);
- (b) any and all reasonable legal costs incurred by that person as an officer of the Company (including 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); and
- (c) any and all reasonable legal costs incurred by that person in defending an action for a liability incurred by that person as an officer of the Company (including 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).

55.2 To the extent permitted by law and subject to the restrictions in section 199B of the Corporations Act, the Company may, and may agree (by deed or otherwise) to:

- (a) enter into a contract insuring a person who is or has been an officer of the Company against liabilities incurred by the person as an officer of the Company; and
- (b) pay the premium under any such contract.

55.3 Subject to the Corporations Act and any other applicable statutory restrictions, the Company may advance, and may agree (by deed or otherwise) to advance, to a person who is or has been an officer of the Company an amount that it might become liable to pay to the person under clause 55.1(c), on such terms and conditions as the Directors decide, before the outcome of any claim or proceedings to which the amount relates (and whether the Company is in fact liable to indemnify the person under clause 55.1(c) in respect of the amount) is known. If, after the Company makes any such advance, the Directors form the view that the Company is not liable to indemnify the

person for the relevant amount, the Directors may recover any advance from the person as a debt due by the person to the Company.

- 55.4 Subject to the Corporations Act and without limiting a person's rights under this clause 55, the Company may enter into an agreement (including a deed) with a person who is or agrees to become or has been an officer of the Company to give effect to the rights of the person under this clause 55, or to the exercise of a discretion under this clause 55, on any terms and conditions that the Directors think fit. Any such agreement may also give the person rights to inspect and obtain copies of the books of the Company for the purposes, and on such other terms and conditions, as the Directors decide.
- 55.5 For the avoidance of doubt, the Directors may authorise the Company to enter into any agreement (including a deed) permitted by this clause 55.
- 55.6 The amount of any indemnity payable under paragraph (a), (b) or (c) of clause 55.1 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.
- 55.7 If, for any reason and by any means, any tax is or would be imposed on a person in respect of any sum paid or payable to the person under this clause 55 (**Indemnity Payment**), then the amount of any indemnity payable under this clause 55 will include any additional amount required to ensure that the total amount retained by the person (after allowing for the amount of such tax and after taking into account any tax deduction or tax benefit available to the person, at any time, that is attributable to the liability or legal costs to which the Indemnity Payment relates) is equal to the amount that would have been retained by the person if such tax was not imposed in respect of the Indemnity Payment. Payment of any such additional amount is conditional on the person providing the Company with all information and assistance reasonably required to enable the Company to calculate and verify the amount.
- 55.8 For the purposes of this clause, **officer** has the meaning given to that term in section 9 of the Corporations Act and includes any Auditor and any person who is not a Director but who is, or has been, a member of a committee to which the Directors delegated any of their powers pursuant to clause 43.

Annexure 1 – Original Members

1. Original members

For the purpose of clause 7.1(a) of this Constitution, the Original Members of the Company are the Members set out in the table below.

	Name	Address
1.	Arden Anglican School (ABN 22 851 187 489)	39-41 Wongala Crescent, Beecroft, NSW 2119 Australia
2.	Brigidine College, St Ives (ABN 15 085 694 695)	325 Mona Vale Road, St Ives, NSW 2075 Australia
3.	Emanuel School (ABN 32 002 521 342)	20 Stanley St, Randwick NSW 2031 Australia
4.	Winifred West Schools Ltd (ABN 14 000 025 267) (Frensham School)	Waverly Parade, Mittagong, NSW 2575 Australia
5.	Hunter Valley Grammar School (ABN 38 003 805 230)	PO Box 458, East Maitland, NSW 2323 Australia
6.	Mount Sinai College (ABN 41 001 997 404)	6 Runic Lane, Maroubra, NSW 2035 Australia
7.	St Lukes Scone Grammar School Council (ABN 24 513 093 013)	PO Box 332, Scone, NSW 2337 Australia
8.	The Scots School (ABN 19 959 277 996)	The Scots School Bathurst, 4173 O'Connell Rd, Bathurst NSW 2975 Australia
9.	The Greek Orthodox Parish of South East Sydney (ABN 27 000 410 891) (St Spyridon College)	PO Box 55, Kingsford, NSW 2032 Australia
10.	Anglican Schools Corporation (ABN 63 544 529 806) (Thomas Hassall Anglican College)	Level 1, 420 Forest Rd, Hurstville, NSW 2220 Australia
11.	St Pauls Grammar School Penrith Ltd (ABN 63 001 965 902)	Locked Bag 8016, Penrith, NSW 2751

Annexure 2 – Initial Directors

1. Initial Directors

For the purpose of clause 30 of this Constitution, the initial Directors of the Company are set out in the table below.

	Name
1.	Paul Teys
2.	Philip Roberts
3.	Ian Wake
4.	Vicki Waters
5.	Julie Greenhalgh