

Co r p r a t i o n A c t 2001

**CONSTITUTION
OF
SCECGS REDLANDS LIMITED**

ACN 001 336 269

1. DEFINITIONS AND INTERPRETATIONS

1.1. Definition of R

In this Constitution unless the contrary intention appears:

Number as registered with the Australian Securities and Investments Commission.

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

"Gift Fund" means a fund meeting the requirements of section 30.130 of the Tax Act.

"Land" includes any interest in land whether vested or contingent, freehold or leasehold, and whether at law or in equity.

being of the Company in accordance with this Constitution.

immediately prior to the adoption of this Constitution.

"Officer" means a Director or Secretary and includes a D

- (g) where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions or in any other manner approved by the Directors; and
- (h) words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise.

1.3. **Headings**

Headings are inserted for convenience and are not to affect the interpretation of this Constitution.

2. **PREAMBLE**

The Company was established on 12 January 1976 to acquire the right to manage the School known as SCECGS Redlands. The governance of the School was described in the Memorandum and Articles of Association under the Companies Act 1961. The original subscribers to the Memorandum and Articles of Association were Mr John Lang, Mr Bruce Adams, Mr John Roberts, Mr Rodney Pegus and Mr Charles Goldberg. The Memorandum and Articles of Association have been replaced by this Constitution at a meeting of the Members of the Company on 21 September 2023.

3. **GENERAL**

3.1.

3.2. The Company is a not-for-profit public company limited by guarantee.

3.3. The liability of the Members is limited.

3.4. The income and property of the Company shall be applied solely towards the promotion of the objects of the Company as set forth in this Constitution and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Members of the Company, provided that nothing herein shall prevent the payment of interest or repayment of principal to any Member in respect of any money which may at any time be lent to the Company nor the payment in good faith of remuneration to any Officer of the Company or to any Member in return for services actually rendered to the Company.

3.5. Every Member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while they are a Member or within one year afterwards for payment of the debts and liabilities of the Company contracted before they cease to be a Member and the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding \$10.00.

4. OBJECTS

4.1. The Company is established to advance education and:

- (a) to:
 - i. conduct and operate the School in a manner such that the pupils thereat may obtain a sound general education of the highest order; and
 - ii. provide religious instruction in the same school in accordance with the Fundamental Declarations.
- (b) to provide for the delivery and holding of lectures, concerts, exhibitions, sports, public meetings, classes and conferences calculated directly or indirectly to advance the cause of education.
- (c) to print and publish any newspapers, journals, magazines, periodicals, books, leaflets and other literary works and undertakings of interest or advantage to the School.
- (d) to provide tuition, board lodging and attendance and all necessaries and conveniences to pupils whether boarders or otherwise.
- (e) to purchase take, on lease or in exchange, hire and otherwise acquire any lands, buildings, easements or property, real and personal and any rights or privileges which may be necessary for the purposes of or capable of being conveniently used in connection with any of the objects of the Company. And in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with the same in such manner as is allowed by law having regard to such trusts.
- (f) to sell, improve, mortgage, develop, exchange, lease, enfranchise, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.
- (g) in furtherance of the objects of the Company, to affiliate or amalgamate with any companies, institutions, societies or associations having objects identical to those of the Company and approved by a Special Resolution of Members of the Company.
- (h) to enter into any arrangements with any government or authority supreme, municipal, local or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain and carry out exercise and comply with any such arrangements rights, privileges and concessions.
- (i) to invest any money of the Company not immediately required in any investment authorised by law for the investment of trust funds.
- (j) to purchase and sell school clothing uniforms, books, equipment and all other materials of every description relating to or for the purposes of the Company.
- (k) to borrow or raise or secure the payment of moneys for the purposes of the Company in such manner as may from time to time be determined.
- (l)

- (m) to construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Company's interests and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof.
- (n) to take or hold mortgages, liens and charges to secure payment of the purchase price or any unpaid balance of the purchase price of any part of the Company's property of whatsoever kind sold by the Company or any money due to the Company from purchasers and others.
- (o) to take any gift of Property whether subject to any special trusts or not, for any one or more of the objects of the Company but subject always to the proviso in Clause 4.1(e)
- (p) to take such steps by personal or written appeals, public meetings or otherwise, as

- (y) to carry out all or any of the objects of the Company and do all or any of the above things in any part of the world and either as principal, agent, contractor, or trustee or otherwise, and by or through trustees or agents or otherwise and either alone or in conjunction with others.
- (z) to do all such other things as are incidental or conducive to the attainment of the objects of the exercise of the powers of the Company.

5. POWERS

5.1. Subject to Clause 3.4, the Company has the following powers, which may only be used to carry out its purpose set out in Clause 4.1:

- (a) the powers of an individual; and

- (c) resign their office by notice in writing to the Board;
- (d) for more than three months is absent without permission of the Board from Board meetings held during that period; or
- (e)

10. PROCEEDINGS AT GENERAL MEETINGS

- 10.1. The quorum for a general meeting shall be fifteen (15) Members, including the Church Member, personally present or by proxy.
- 10.2. If within fifteen (15) minutes after the time appointed for the meeting, a quorum is not present, the meeting if convened upon the requisition of Members shall be dissolved and in any other case it shall stand adjourned to the day, time and place as the Board may determine and if at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the Members present (being not less than ten (10)) shall be a quorum.
- 10.3. Every question submitted to a general meeting shall be decided by a show of hands and in the case of an equality of votes, the Chairperson shall have a casting vote in addition to the vote to which the Chairperson may be entitled as a Member.
- 10.4. At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a ballot is (before or on the declaration of the show of hands)

- 15.3. The SCECGS Redlands Limited School Building Fund will receive Property in furtherance of the Building Fund Object and will not receive any other Property.
- 15.4. The SCECGS Redlands Limited School Building Gift Fund maintained by the Company will receive all Property through:

- (c) the fact that the receipt is for a gift; and
 - (d) any other matter required to be included on the receipt under the Tax Act.
- 15.10. If upon the winding up or dissolution of the SCECGS Redlands Limited School Building Fund, or the revocation of the Company's endorsement as a DGR for the operation of the SCECGS Redlands Limited School Building Fund, there remains any Property after satisfaction of all the SCECGS Redlands Limited School Building Fund's debts and liabilities, that Property:
- (a) shall not be paid, distributed or transferred in any way except as described in Clause 15.8; and
 - (b) shall be given or transferred to one or more funds which is endorsed as a DGR under Division 30 of the Tax Act on the basis that it is covered by item 2.1.10 of section 30-25 of the Tax Act and which is operated by an Anglican School in the Diocese of Sydney, such funds to be determined by the Company.

16. PUBLIC LIBRARY FUND

- 16.1. The Company may operate a library for the collection, holding and provision of books and other literary material, known as the SCECGS Redlands Limited School Library.
- 16.2. The Company may establish and maintain a Gift Fund with the object of funding the operation of the SCECGS Redlands Limited School Library, including funding the Company to employ staff to operate the library and to purchase books and other literary material
(Library Object)
- 16.3. The Gift Fund established under Clause 16.2 will be known as the SCECGS Redlands Limited School Library Gift Fund.
- 16.4. The SCECGS Redlands School Library Gift Fund maintained by the Company will receive all Property through:
- (a) donations, gifts, legacies and bequests from the public to the Company for the purpose of the Library Object;
 - (b) contributions described in item 7 or 8 of the table in section 30-15 of the Tax Act in relation to a fund-raising event held in pursuing the Library Object; and
 - (c) any income produced from such donations, gifts, legacies, bequests and contributions and proceeds realised from the disposal of such donations, gifts, legacies, bequests and contributions which are not Cash,

and will not receive any other Property.

- 16.5. The Company must ensure that:
- (a) all Property in the SCECGS Redlands Limited School Library Gift Fund is kept separately from other Property held by the Company;
 - (b) all Property and income received and held for the Library Object that is not included in the SCECGS Redlands Limited School Library Gift Fund is kept separately from other Property held by the Company;
 - (c) separate bank accounts are opened and maintained for the SCECGS Redlands Limited School Library Gift Fund and for other Cash held for use in pursuit of the Library Object;

- (a) the specific purpose(s) or object(s) and the name of any such Gift Fund or public fund established pursuant to clauses 15 and 16;
 - (b) any modifications of the rules contained in Clauses 17.3 and 17.4 with respect to that Gift Fund or public fund that are required to be made for the purposes of Division 30 of the Tax Act; and
 - (c) any additional rules that are required to apply to that Gift Fund or public fund for the purposes of Division 30 of the Tax Act.
- 17.3. In the case of a Gift Fund established under Clause 17.1, the following rules apply, subject to Clause 17.2(b).
- (a) The Gift Fund will receive all Property through:
 - iii. donations, gifts, legacies and bequests from the public to the Company for the purpose(s) or object(s) of the Gift Fund;
 - iv. contributions described in item 7 or 8 of the table in section 30-15 of the Tax Act in relation to a fund-raising event held in pursuing the purpose(s) or object(s) of the Gift Fund;
 - v. any income produced from such donations, gifts, legacies, bequests and

- i. if the gift is made to a Gift Fund included in a public fund, the name of the public fund and that the receipt is for a gift made to the Gift Fund maintained by the public fund;
- ii. if the gift is made to a Gift Fund other than as described in Clause 17.3(e)i, the name of the Company and that the receipt is for a gift made to the Gift Fund;
- iii. the Australian Business Number of the Company;
- iv. the fact that the receipt is for a gift; and
- v.

CONSTITUTIONAL AMENDMENTS

Date	Amendments
21 September 2023	Constitution approved by Members replacing Memorandum of Association and Articles of Association
30 April 2024	Amendments to Constitution approved by Members at AGM