

The Association for Christian Education
of Blacktown Limited

ACN 000 391 186

A Company Limited by Guarantee

**Adopted 14 September 2014
Incorporating amendments to 9 October 2017**

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1 Definitions and Interpretation

1.1 Definitions

In this Constitution unless a contrary intention appears:

Alternate Director means a person appointed as an alternate Director under clause 21.1.

Annual General Meeting has the same meaning as the term 'AGM' has in the Corporations Act.

Associate Member means a person admitted by the Directors as a Member under Clause 7.3(b).

Auditor means the auditor for the time being of the Company.

Board means all or some of the Directors acting as a board.

Chairman means the Chairman appointed under clause 20.1.

Committee means a committee of the Directors constituted under clause 18.

Company means The Association for Christian Education of Blacktown Limited being an Australian Public Company Limited by Guarantee established under the *Corporations Act 2001* (Commonwealth) which bears the ACN 000 391 186.

Constitution means this Constitution as amended from time to time and a reference to a clause is a reference to a clause of this Constitution.

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

Director means a person holding office as Director of the Company.

Directors means all or some of the persons holding office as Directors of the Company.

Deputy Chairman means the Deputy Chairman appointed under clause 20.1.

Educational Creed means the document set out in Schedule 1.

Full Member means a person admitted by the Directors as a Member under Clause 7.3(a).

General Meeting means a meeting of the Members of the Company.

Income Tax Assessment Act means the *Income Tax Assessment Act 1997* (Cth) as amended from time to time.

Member means a person admitted by the Directors as a Member under Clause 7.3.

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Ordinary Resolution means a resolution passed by the majority (i.e. more than 50%) of those present and voting at a meeting.

Register means the register of Members under the Corporations Act and if appropriate includes a branch register.

Registered Office means the registered office for the time being of the Company.

Related Body Corporate has the same meaning it has in the Corporations Act.

Representative means a person appointed to represent a corporate Member at a General Meeting of the Company in accordance with the Corporations Act.

Rule means a rule made by the Board in accordance with clause 16.

Schedule means a schedule to this Constitution.

School means any educational institution or entity owned and administered by the Company.

Seal means the common seal (if any) of the Company.

Secretary means a person appointed as a secretary of the Company and includes an honorary Secretary and where appropriate includes an acting secretary and a person appointed by the Directors to perform all or any of the duties of a secretary of the Company.

Special Resolution takes the meaning given by Section 9 of the Corporations Act.¹

1.2 Interpretation

In this Constitution unless the contrary intention appears:

- (a) words importing any gender include all other genders;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a law includes regulations and instruments made under the law;
- (d) a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by the State or the Commonwealth of Australia or otherwise;

¹ At the time of adoption of this Constitution, section 9 provides that a Special Resolution is a resolution:

- (a) of which notice has been given to the Members in accordance with clause 8.3; and
- (b) that has been passed by at least 75% of the votes cast by Members entitled to vote on the resolution.

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- (e) a reference to a meeting includes a meeting by technology where all attendees have reasonable opportunity to participate;
- (f) a power, an authority or a discretion reposed in a Director, the Directors, the company in General Meeting or a Member may be exercised at any time and from time to time;
- (g) “writing” and “written” includes printing, typing and other modes of reproducing 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; and
- (h) Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia.

1.3 Signing

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.

1.4 Corporations Act

In this Constitution unless the contrary intention appears:

- (a) an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Corporations Act, the same meaning as in that provision of the Corporations Act; and
- (b) “section” means a section of the Corporations Act.

1.5 Headings

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

1.6 Replaceable rules do not apply

The provisions of the Corporations Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Company.

2 Foundations of the Company

2.1 The vision of the Company

The vision of the Company is to see parents and children experience the benefits of Bible-based, Christ-centred, parent controlled education in order that they might be prepared and equipped for a life of service as disciples of Jesus Christ.

2.2 The mission of the Company

The mission of the Company is to serve Christian families by operating one or more schools as the Lord enables and prospers, that while remaining faithful to the vision set out in clause 2.1 and to the reformed faith and worldview of our founders, provide Christian education of the highest quality for as many as desire it for their children.

2.3 The School motto

The School motto is “To serve the Lord with gladness.”

2.4 The School’s creedal verse

The School creedal verse is “the fear of the Lord is the beginning of wisdom, and the knowledge of the Holy One is insight.” (Proverbs 9:10)

3 Objects of the Company

The objects of the Company are:

- (a) To operate and maintain Tyndale Christian School and any other School for the purposes of providing Christian education for children based on the principles in the Educational Creed at Schedule 1;
- (b) To honour and empower the right, responsibility and privilege of Christian parents to educate their children and to assist Christian parents as they establish, maintain and govern schools for that purpose;
- (c) To foster Christian educational thought, practice and administration and set before itself and the Australian nation the ethics, educational principles and administrative practices of Christian education through the School;
- (d) To conduct such educational courses and programmes as the Company determines from time to time;

- (e) to act as trustee and to perform and discharge the duties and functions incidental thereto where this is incidental or conducive to the attainment of these objects; and
- (f) to do such other things as are incidental or conducive to the attainment of these objects.

4 Powers

The Company has the legal capacity and powers of an individual and also has all the powers of a Body Corporate under the Corporations Act.

5 Application of income for Objects only

5.1 Profits

The profits (if any) or other income and the property of the Company, however derived:

- (a) must be applied solely towards the promotion of the purposes of the Company as set out in clause 3; and
- (b) may not be paid or transferred to the Members, in whole or in part, either directly or indirectly by way of dividend, bonus or otherwise.

5.2 Payment in good faith

The above clause does not prevent payment in good faith to a Member, or to a firm of which a Member is a partner:

- (a) of reasonable remuneration for services to the Company;
- (b) for goods supplied in the ordinary course of business;
- (c) of reasonable interest on money borrowed from a Member at a rate not exceeding that fixed for the purposes of this clause by the Company in a General Meeting; or
- (d) of a reasonable rent for premises let by a Member.

6 Winding Up

6.1 Contributions by Members

- (a) Each Full Member undertakes to contribute to the Company's property if the Company is wound up while they are a Full Member, or within one year after they cease to be a Full Member.
- (b) This contribution is for:
 - (i) payment of the Company's debts and liabilities contracted before they ceased to be a Full Member;
 - (ii) the costs of winding up; and
 - (iii) adjustment of the rights of the contributories among themselves.
- (c) The amount is not to exceed \$100.

6.2 Application of Property

- (a) If any property remains on the winding up or dissolution of the Company and after satisfaction of all its debts and liabilities, that property may not be paid to or distributed among the Members but must be given or transferred to:
 - (i) Christian Education National, providing at the time of winding up or dissolution of the Company, it continues to be endorsed as a tax concession charity under Division 50 of the Income Tax Assessment Act; or
 - (ii) some other institution having objects similar to the objects of the Company whose constitution prohibits the distribution of its income and property among its Members to an extent at least as great as imposed on the Company under this Constitution.
- (b) The institution in clause 6.2(a) will be determined by the Members at or before the time of dissolution.

6.3 Revocation of Australian Tax Office Endorsement

(a) Where the Company has been endorsed as a deductible gift recipient as an organisation or in relation to a public fund under Subdivision 30-BA of the *Income Tax Assessment Act*, then where:

(i) the Company is wound up; or

(ii) the fund is wound up; or

(iii) the endorsement under Subdivision 30-BA of the *Income Tax Assessment Act* is revoked;

then any surplus assets of the Company or fund remaining after payment of all liabilities must be transferred to an institution or fund that complies with clause 6.2 and is an endorsed deductible gift recipient.

(b) Where the Company operates more than one fund for which it is a deductible gift recipient and its endorsement under Subdivision 30-BA of the *Income Tax Assessment Act* is revoked only in relation to one of those funds then it may transfer any surplus assets of the fund after payment of all liabilities to any other fund for which it is endorsed as a deductible gift recipient.

7 Membership

7.1 Number of members

(a) The minimum number of Members of the Company will be five (5) or such greater number as the Directors determine from time to time, subject to that number complying with the Corporations Act.

(b) The Members at the date of adoption of this Constitution and any person the Directors admit to Membership under clause 7.2 are the Members of the Company.

(c) The Directors may from time to time increase or decrease the maximum number of Members.

7.2 Admission as a member

The Directors may admit any person as a Member if the person is eligible under clause 7.6 and agrees to be bound by this Constitution in any manner the Directors determine.

7.3 Categories of Members

Members may be admitted by the Directors as Members of the Company in the following categories:

- (a) Full Member; and
- (b) Associate Members.

7.4 Rights of Full Members

Members admitted as Full Members are entitled to:²

- (a) Be elected as a Director of the Company;
- (b) Receive notices of General Meetings;
- (c) Attend all General Meetings;
- (d) Vote at a General Meeting;
- (e) Be counted toward a quorum of members present at a General Meeting;
- (f) Appoint a proxy to vote at a General Meeting; and
- (g) Receive financial reports and statements of the Company

7.5 Rights of Associate Members

Members admitted as Associate Members:

- (a) Are entitled to:
 - (i) Receive notices of General Meetings;
 - (ii) Attend meetings of Members;
 - (iii) Have access to such financial information of the Company as the Directors determine.
- (b) Are not entitled to:³
 - (i) Other than where a proposed change affects the rights of Associate Members, vote at a General Meeting or a committee meeting;
 - (ii) Be counted toward a quorum of members present at a General Meeting;

² Amended by Special Resolution 9 October 2017

³ Amended by Special Resolution 9 October 2017

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- (iii) Nominate others or be nominated as a Director;
- (iv) Request that a General meeting be convened by the Directors;
- (v) Propose a motion at any General Meeting;

7.6 Membership Criteria

- (a) To be eligible to be a Member, a person must:⁴
 - (i) be at least 18 years of age;
 - (ii) consent in writing to become a member of the Company
 - (iii) subscribe to the terms of this Constitution including payment of a membership subscription
 - (iv) agree to the Educational Creed set out in Schedule 1.
- (b) In addition to the requirements in clause 7.6(a), to be eligible as a Full Member, a person must:⁵
 - (i) have been an Associate Member for a continuous period of at least twelve months; or
 - (ii) been invited by the Directors to apply for Membership.

7.7 Family membership⁶

- (a) A husband and wife who both satisfy all the requirements for Full Member membership shall be deemed to have a single Full Member membership and will:
 - (i) Pay a single membership subscription;
 - (ii) Be entitled to a single vote at any General Meeting;
 - (iii) Be counted once for the purposes of a quorum at any General Meeting;
 - (iv) Both be able to attend meetings of Members;
 - (v) Will receive the notices of General Meeting at the joint address of both husband and wife, and if there is more than one address, at the address of the Member first listed on the Register of the Company;

⁴ Amended by Special Resolution 9 October 2017

⁵ Amended by Special Resolution 9 October 2017

⁶ Amended by Special Resolution 9 October 2017

- (vi) Indicate who is to be voting Member at the commencement of any meeting by being the first to sign the attendance register.

7.8 Membership Process

- (a) The application for Membership must be made:⁷
 - (i) in writing, signed by the applicant; and
 - (ii) in such form as the Directors from time to time prescribe.
- (b) Each application for Membership must be considered by the Directors at the meeting of Directors first occurring after the application is made. At that meeting the Directors must determine whether to admit the applicant to Membership of the Company or whether to reject the application.
- (c) When an applicant has been accepted or rejected for Membership the Secretary must immediately notify the applicant of the decision of the Directors.

7.9 Directors' discretion to admit or refuse admission as a Member

The Directors have the discretion to refuse any person or corporation admission as a Member without giving any reason for refusing.

7.10 Membership terms⁸

From the date of adoption of this Constitution, all Membership of the Company will continue to be financial members subject to clauses 8.1 and 8.2.

7.11 Membership Subscriptions

The Members shall pay such Membership subscriptions as prescribed from time to time by the Members in General Meeting.

⁷ Amended by Special Resolution 9 October 2017

⁸ Amended by Special Resolution 9 October 2017

8 Ceasing to be a member

8.1 Cessation of membership

A Member ceases to be a Member on:⁹

- (a) death;
- (b) resignation by written notice to the Company having immediate effect or with effect from a specified date occurring not more than seven days after the service of the notice;
- (c) failing to pay any subscription that may be prescribed by the Directors from time to time for a period of twenty-four months after the subscription was due and payable;
- (d) becoming of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law related to mental health;
- (e) becoming bankrupt or insolvent or making an arrangement or composition with creditors of a person's joint or separate estate generally;
- (f) the passing of a resolution by the Directors or Members in General Meeting pursuant to clause 8.2;

8.2 Termination of membership

- (a) Subject to this Constitution the Directors or Members in General Meeting may at any time terminate the membership of a Member if the Member:
 - (i) refuses or neglects to comply with this Constitution or any applicable Rules or regulations made by the Directors;
 - (ii) engages in conduct which in the opinion of the Directors is unbecoming of the Member or prejudicial to the interests of the Company;
 - (iii) fails to pay any debt due to the Company for a period of three months after the date for payment (such debt not including a subscription referred to in clause 8.1(c)).
 - (iv) makes statements which are inconsistent with or contrary to the Educational Creed; or
 - (v) is no longer willing or able to subscribe to the Educational Creed.

⁹ Amended by Special Resolution 9 October 2017

- (b) For a decision of the Directors or the Members in General Meeting under clause 8.2 to be effective the dispute resolution procedure contained in clause 28 must be followed. The general nature of the allegations made against the Member must be notified to the Member and for the purposes of clause 28.1(a) this notification will be the notice of the Dispute.

8.3 Limited liability

The Members have no liability as Members except as set out in clause 6.1.

9 General Meetings

9.1 Annual General Meetings

Annual General Meetings of the Company are to be held in accordance with the Corporations Act.

9.2 Convening a General Meeting

The Directors may convene and arrange to hold a General Meeting of the Company when they think fit and must do so if required to do so under the Corporations Act.

9.3 Notice of a General Meeting

Notice of a meeting of Members must be given in accordance with clause 33 and the Corporations Act.

9.4 Calculation of period of notice

In computing the period of notice under clause 9.3, both the day on which the notice is given or taken to be given and the day of the meeting convened by it are to be disregarded.

9.5 Cancellation or postponement of General Meeting

- (a) Where a meeting of Members (including an Annual General Meeting) is convened by the Directors they may by notice, whenever they think fit, cancel the meeting or postpone the holding of the meeting to a date and time determined by them.
- (b) This clause 9.5 does not apply to a meeting convened in accordance with the Corporations Act by a single Director, by Members, by the Directors on the request of Members or to a meeting convened by a Court.

9.6 Notice of cancellation or postponement of a meeting

Notice of cancellation, postponement or change of place of a General Meeting must state the reason for cancellation or postponement and be given:

- (a) to each Member individually; and
- (b) to each other person entitled to be given notice of a meeting of the Company's Members under the Corporations Act.

9.7 Contents of notice of postponement of meeting

A notice of postponement of a General Meeting must specify:

- (a) the postponed date and time for the holding of the meeting;
- (b) a place for the holding of the meeting which may be either the same as or different from the place specified in the notice convening the meeting; and
- (c) if the meeting is to be held in two or more places, the technology that will be used to facilitate the holding of the meeting in that manner.

9.8 Number of clear days for postponement of meeting

The number of clear days from the giving of a notice postponing the holding of a General Meeting to the date specified in that notice for the holding of the postponed meeting must not be less than the number of clear days' notice of the General Meeting required to be given by this Constitution or the Corporations Act.

9.9 Business at postponed meeting

The only business that may be transacted at a General Meeting the holding of which is postponed is the business specified in the original notice convening the meeting.

9.10 Proxy at postponed meeting

Where by the terms of an instrument appointing a proxy pursuant to clause 10.15:¹⁰

- (a) the proxy is authorised to attend and vote at a General Meeting or General Meetings to be held on or before a specified date; and
- (b) the date for holding the meeting is postponed to a date later than the date specified in the instrument of proxy;

¹⁰ Amended by Special Resolution 9 October 2017

then, by force of this clause 9.10, that later date is substituted for and applies to the exclusion of the date specified in the instrument of proxy, unless the Member appointing the proxy gives to the Company at its Registered Office notice in writing to the contrary not less than 48 hours before the time to which the holding of the meeting has been postponed.

9.11 Non-receipt of notice

The non-receipt of notice of a General Meeting or cancellation or postponement of a General Meeting by, or the accidental omission to give notice of a General Meeting or cancellation or postponement of a General Meeting to, a person entitled to receive notice does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of a meeting.

9.12 Director entitled to notice of meeting

A Director is entitled to receive notice of and to attend all General Meetings and is entitled to speak at those meetings.

10 Proceedings at General Meetings

10.1 Number of a quorum

- (a) One quarter of the current number of Members (or in case of an uneven number rounded up to the nearest whole number) or ten (10) Members, whichever is the lesser number, present in person or by proxy are a quorum at a General Meeting.
- (b) In determining whether a quorum is present, each individual attending as a proxy is to be counted, except that:
 - (i) where a Member has appointed more than one proxy, only one is to be counted; and
 - (ii) where an individual is attending both as a Member and as a proxy, that individual is to be counted only once.

10.2 Requirement for a quorum

- (a) An item of business may not be transacted at a General Meeting unless a quorum is present when the meeting proceeds to consider it.

- (b) If a quorum is present at the time the first item of business is transacted, it is taken to be present when the meeting proceeds to consider each subsequent item of business unless the Chairman of the meeting (on the Chairman's own motion or at the request of a Member or proxy who is present) declares otherwise.

10.3 If quorum not present

If within fifteen minutes after the time appointed for a meeting a quorum is not present, the meeting:

- (a) if convened by a Director or at the request of Members, is dissolved; and
- (b) in any other case, stands adjourned to the same day in the next week and the same time and place, or to such other day, time and place as the Directors appoint by notice to the Members and others entitled to notice of the meeting.

10.4 Adjourned meeting¹¹

At a meeting adjourned under clause 10.3(b), ten persons each being Full Members or proxy present at the meeting are a quorum. If a quorum is not present within fifteen minutes after the time appointed for the adjourned meeting, the meeting is dissolved.

10.5 Appointment and powers of Chairman of General Meeting

If the Directors have elected one of their number as Chairman of their meetings, that person is entitled to preside as Chairman at a General Meeting.

10.6 Absence of Chairman at General Meeting

If a General Meeting is held and:

- (a) a Chairman has not been elected by the Directors; or
- (b) the elected Chairman is not present within 15 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act;

then the following may preside as chair of the meeting (in order of precedence):

- (c) the deputy Chairman if a Director has been so elected by the Directors; or
- (d) a Director or Full Member elected by the Full Members present to preside as chair of the meeting.

¹¹ Amended by Special Resolution 9 October 2017

10.7 Conduct of General Meetings

- (a) The Chairman of a General Meeting:
 - (i) has charge of the general conduct of the meeting and of the procedures to be adopted at the meeting;
 - (ii) may require the adoption of any procedure which is, in the Chairman's opinion, necessary or desirable for proper and orderly debate or discussion and the proper and orderly casting or recording of votes at the General Meeting; and
 - (iii) may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever the Chairman considers it necessary or desirable for the proper conduct of the meeting.
- (b) A decision by the Chairman under this clause is final.

10.8 Adjournment of General Meeting

- (a) The Chairman of a General Meeting may at any time during the meeting adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting either to a later time at the same meeting or to an adjourned meeting at any time and any place, but:
 - (i) in exercising the discretion to do so, the Chairman may, but need not, seek the approval of the Full Members present in person or by proxy; and
 - (ii) only unfinished business is to be transacted at a meeting resumed after an adjournment.
- (b) Unless required by the Chairman, a vote may not be taken or demanded by the Members present in person or by proxy in respect of any adjournment.

10.9 Notice of adjourned meeting

It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for one month or more. In that case, notice of the adjourned meeting must be given as in the case of an original meeting.

10.10 Questions decided by majority

Subject to the requirements of the Corporations Act, a resolution is taken to be carried if a simple majority of the votes cast on the resolution are in favour of it.

10.11 Equality of votes – no casting vote for Chairman

If there is an equality of votes, either on a show of hands or on a poll, then the Chairman of the meeting is not entitled to a casting vote in addition to any votes to which the Chairman is entitled as a Member or proxy or attorney or Representative, and consequently the resolution fails.

10.12 Voting on show of hands

- (a) At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.
- (b) A declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minutes of the proceedings of the Company, is conclusive evidence of the fact.¹²
- (c) Neither the Chairman nor the minutes need state and it is not necessary to prove the number or proportion of the votes recorded in favour of or against the resolution.

10.13 Poll

If a poll is demanded:

- (a) it must be taken in the manner and at the date and time directed by the Chairman and the result of the poll is the resolution of the meeting at which the poll was demanded;
- (b) on the election of a Chairman or on a question of adjournment, it must be taken immediately;
- (c) the demand may be withdrawn; and
- (d) the demand does not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

10.14 Votes of Members

- (a) Every Full Member has one vote.
- (b) Subject to this Constitution:
 - (i) on a show of hands, each Full Member present in person and each other person present as a proxy of a Full Member has one vote; and

¹² Amended by Special Resolution 9 October 2017

- (ii) on a poll, each Full Member present in person has one vote and each person present as proxy of a Full Member has one vote for each Full Member that the person represents.

10.15 Right to appoint proxy

- (a) Subject to the Corporations Act, a Member entitled to attend a meeting of the Company is entitled to appoint another Full Member as proxy to attend in the Member's place at the meeting. A proxy has the same right as the class of Member that the appointer has to speak and, if applicable, vote at the meeting and may be appointed in respect of more than one meeting.¹³
- (b) The instrument appointing a proxy must be in writing under the hand of the appointer or of his attorney duly authorised in writing. The instrument appointing a proxy will be deemed to confer authority to demand or join in demanding a poll. A Member will be entitled to instruct his proxy to vote in favour of or against any proposed resolutions. The proxy may vote as he thinks fit unless otherwise instructed.¹⁴
- (c) No Full Member, and no other person, may hold and vote in accordance with more than three proxies.
- (d) The instrument appointing a proxy may be in the form set out in Schedule 2 to this Constitution.
- (e) The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a certified copy of that power or authority will be deposited at the registered office of the Company, or at such other place within the State as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy will not be treated as valid.
- (f) A vote given in accordance with the terms of an instrument of proxy will be valid notwithstanding the previous death, or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, if no notice in writing of such death unsoundness of mind or revocation as

¹³ Amended by Special Resolution 9 October 2017

¹⁴ Amended by Special Resolution 9 October 2017

aforesaid has been received by the Company at the registered office by 5 pm on the day before the commencement of the meeting or adjourned meeting at which the instrument is used.

10.16 Validity of vote in certain circumstances

Unless the Company has received written notice of the matter before the start or resumption of the meeting at which a person votes as a proxy, attorney or Representative, a vote cast by that person is valid even if, before the person votes:

- (a) the appointing Member dies; or
- (b) the Member revokes the appointment or authority.

10.17 Objection to voting qualification

- (a) An objection to the right of a person to attend or vote at the meeting or adjourned meeting:
 - (i) may not be raised except at that meeting or adjourned meeting; and
 - (ii) must be referred to the Chairman of the meeting, whose decision is final.
- (b) A vote not disallowed under the objection is valid for all purposes.

11 Directors

11.1 Number of Directors

The number of Directors shall be:

- (a) such number between four (4) and twelve (12) as the Directors shall determine from time to time; or
- (b) such other number as determined by the Company in General Meeting, subject to that number complying with the Corporations Act.

11.2 Directors elected at General Meeting

The Company may, at a General Meeting at which a Director retires or otherwise vacates office, by resolution fill the vacated office by electing a person to that office.

11.3 Qualification of Directors

- (a) To be eligible for the office of Director a person must:
 - (i) be a Full Member of the Company;
 - (ii) not be an employee of the Company or a spouse of an employee of the Company unless otherwise approved by the Directors;
 - (iii) consent in writing to act as a Director; and
 - (iv) shall at a meeting of the Directors of the Company declare that he or she subscribes and agrees to uphold the Educational Creed throughout their tenure as a Director.

- (b) In the event that it is required under a law, regulation or guideline applicable to the Company,¹⁵ the Company must ensure that a majority of the Directors must be persons who, because of their tenure of some public office or other position or activity in the community, have a degree of responsibility to the public.

11.4 Election of officers

At the next meeting of the Directors held following the Company's adoption of this Constitution, the Directors shall elect the officers of the Company. Thereafter, the Directors shall elect those officers with such frequency as the Directors from time to time determine.

11.5 Retirement of Directors

- (a) Directors are elected for terms of three (3) years.
- (b) At each Annual General Meeting, any Director who has held office for three (3) years or more since last being elected, must retire from office but subject to clause 11.6 is eligible for reappointment.
- (c) The Members may by Ordinary Resolution remove any Director before the expiration of that Director's period of office, and may by an Ordinary Resolution appoint another person in the place of that Director.
- (d) The Members may by Ordinary Resolution increase or decrease the period of time for which a Director holds office under clause 11.5(a).

¹⁵ Such as where the Company applies for endorsement of the Company or its public fund as a deductible gift recipient and this is a condition for such endorsement.

11.6 Reappointment of Directors

Directors are entitled to seek reappointment as Directors on two (2) occasions only so that a Director's consecutive period of service to the Company shall not exceed a period of nine (9) years.

11.7 Office held until conclusion of meeting

A retiring Director holds office until the conclusion of the meeting at which that Director retires but subject to clause 11.6 is eligible for reappointment.

11.8 Casual vacancy or additional Director

- (a) The Directors may at any time appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, provided the total number of Directors does not exceed the maximum number determined in accordance with clause 11.1.
- (b) A Director appointed under this clause holds office until the conclusion of the next Annual General Meeting of the Company but is eligible for election at that meeting.

12 Remuneration of Directors¹⁶

The Directors shall not be paid remuneration for their services as Directors.

13 Expenses of Directors

- (a) A Director is entitled to be reimbursed out of the funds of the Company for such reasonable travelling, accommodation and other expenses as the Director may incur when travelling to or from meetings of the Directors or a Committee or when otherwise engaged on the business of the Company.
- (b) Compulsory professional development will be paid out of the funds of the Company.¹⁷
- (c) Any payment to a Director must be approved by the Directors.

¹⁶ Amended by Special Resolution 9 October 2017

¹⁷ Amended by Special Resolution 9 October 2017

14 Vacation of office of Director

In addition to the circumstances in which the office of a Director becomes vacant under the Corporations Act, the office of a Director becomes vacant if the Director:¹⁸

- (a) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (b) resigns from the office by notice in writing to the Company;
- (c) becomes insolvent or bankrupt, compounds with his creditors, or assigns his estate for the benefit of his creditor;
- (d) is absent personally or by proxy (to Chairman) or Alternate Director at three successive meetings of the Directors without leave of absence from the Directors;
- (e) becomes prohibited for being a Director by reason of any order of any court of competent jurisdiction;
- (f) ceases to qualify as a Director in accordance with the terms of this Constitution; or
- (g) is removed from office by Members at a General Meeting
- (h) is no longer able to subscribe to the Educational Creed
- (i) is not acting in the best interests of the Company
- (j) ceases to be a Member.

15 Powers and duties of Directors

15.1 Directors to manage the Company

- (a) The Directors are to manage the business of the Company and may exercise all the powers of the Company that are not, by the Corporations Act or by this Constitution, required to be exercised by the Company in General Meeting.
- (b) The Directors shall use their best endeavours to ensure that the Educational Creed is honoured in the conduct of the Company.

¹⁸ Amended by Special Resolution 9 October 2017

15.2 Specific powers of Directors

Without limiting the generality of clause 15.1, and subject to any trusts relating to the assets of the Company, the Directors may exercise all the powers of the Company to:

- (a) borrow or raise money;
- (b) charge any property or business of the Company; and
- (c) give any security for a debt, liability or obligation of the Company or of any other person.

16 Rules

Subject to this Constitution, the Directors may from time to time by resolution make and rescind or alter Rules which are binding on Members for the management and conduct of the business of the Company.

17 Appointment of attorney

- (a) The Directors may, by power of attorney, appoint any person to be the attorney of the Company for the purposes and with the powers, authorities and discretions held by the Directors for the period and subject to the conditions that they think fit.
- (b) A power of attorney granted under this clause 17 may contain any provisions for the protection and convenience of persons dealing with the attorney that the Directors think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

18 Directors' committees and delegation

The purpose of committees is to review and research to make recommendation to the Directors of the Company within the scope of that committee's Terms of Reference.¹⁹

- (a) The Directors may delegate any of their powers, other than powers required by law to be dealt with by Directors as a board, to a committee or committees consisting of such one or more of their number and any other Members, as they think fit.
- (b) A committee to which any powers have been delegated under this clause 18 must exercise those powers in accordance with any directions of the Directors. A power so exercised is taken to have been exercised by the Directors.
- (c) The powers of delegation expressly or impliedly conferred by this Constitution on the Directors are conferred in substitution for, and to the exclusion of, the power conferred by Section 198D of the Corporations Act.

19 Proceedings of Directors

19.1 Directors meetings

- (a) The Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.
- (b) A Director may at any time, and the Secretary must on the written request of a Director, convene a meeting of the Directors.

19.2 Questions decided by majority

A question arising at a meeting of Directors is to be decided by a majority of votes of Directors present and entitled to vote, and that decision is for all purposes a decision of the Directors.

19.3 Alternate Director or proxy and voting

A person who is present at a meeting of Directors as an Alternate Director or as a proxy for another Director has one vote for each absent Director who would be entitled to vote if present at the meeting and for whom that person is an Alternate Director or a proxy. If that person is also a Director, then that person also has one vote as a Director in that capacity.

¹⁹ Amended by Special Resolution 9 October 2017

20 Chairman and deputy chairman of Directors

20.1 Election of Chairman and Deputy Chairman

The Directors may elect from their number a Chairman and a Deputy Chairman of their meetings and may also determine the period for which the persons elected as Chairman and Deputy Chairman are to hold office.

20.2 Absence of Chairman at Directors' meeting

If a Directors' meeting is held and:

- (a) a Chairman has not been elected under clause 20.1; or
- (b) the Chairman is not present within ten minutes after the time appointed for the holding of the meeting or is unable or unwilling to act;

then the Deputy Chairman, if elected under clause 20.1, must be the Chairman of the meeting or, if the Deputy Chairman is not present, the Directors present must elect one of their number to be a Chairman of the meeting.

20.3 No casting vote for Chairman at Directors' meetings

In the event of an equality of votes cast for and against a question, the Chairman of the Directors' meeting does not have a second or casting vote, and consequently the question is decided in the negative.

21 Appointment of Alternate Director

21.1 Appointment

- (a) Subject to the Corporations Act, a Director may appoint a person, with the approval of the Directors, to be an Alternate Director in the Director's place during such period as the Director thinks fit.
- (b) Subject to the Corporations Act, an appointment of an Alternate Director must be effected by a notice in writing signed by the Director who makes or made the appointment, and delivered to the Company.

21.2 Notice

An Alternate Director is entitled to notice of all meetings of the Directors and, if the appointer does not participate in a meeting, the Alternate Director is entitled to participate and vote in the appointer's place.

21.3 Alternate Director's powers

An Alternate Director may exercise all the powers of the appointer except the power to appoint an Alternate Director and, subject to the Corporations Act, may perform all the duties of the appointer except to the extent that the appointer has exercised or performed them.

21.4 Alternate Director responsible for own acts and defaults

Whilst acting as a Director, an Alternate Director:

- (a) is an officer of the Company and not the agent of the appointer; and
- (b) is responsible to the exclusion of the appointer for the Alternate Director's own acts and defaults.

21.5 Alternate Director and remuneration

An Alternate Director is not entitled to receive from the Company any remuneration or benefit.

21.6 Termination of appointment of Alternate Director

The appointment of an Alternate Director may be terminated at any time by the appointer even if the period, if any, of the appointment of the Alternate Director has not expired, and terminates in any event if the appointer ceases to be a Director.

21.7 Termination in writing

The termination of an appointment of an Alternate Director must be effected by a notice in writing signed by the Director who made the appointment and delivered to the Company.

21.8 Alternate Director and number of Directors

An Alternate Director is not to be taken into account separately from the appointer in determining the number of Directors.

22 Quorum for Directors' meeting

- (a) At a meeting of Directors, the number of Directors whose presence in person is necessary to constitute a quorum is as determined by the Directors, and, unless so determined, is one half of the Directors holding office, or if there is an odd number of Directors, then the majority of Directors holding office.
- (b) The continuing Directors may act despite a vacancy in their number. If their number is reduced below the minimum fixed by clause 11.1, the continuing Directors may, except in an emergency, act only for the purpose of filling vacancies to the extent necessary to bring their number up to that minimum or to convene a General Meeting.
- (c) If the number of Directors falls to the minimum number fixed under clause 11.1 (four Directors), a minimum of three Directors must be present, either in person or via electronic means, to conduct any business of the Company. In this case the usual rule of a majority vote (as under clause 19.2) will not apply, and a unanimous vote must be cast to adopt question or motion.²⁰

23 Convenor of Directors' committee²¹

The Directors may elect from their number a Convenor of committee meetings and may also determine the period for which the person elected as Convenor is to hold office. If a meeting of a committee is held and:

- (a) a Convenor has not been elected; or
- (b) the Convenor is not present within ten minutes after the time appointed for the holding of the meeting or is unable or unwilling to act;

then the members involved may elect one of their number to be Convenor of the meeting.

24 Meetings of committee

24.1 Adjourning a meeting

A Committee may meet and adjourn as it thinks proper subject to any Board directive²²

²⁰ Amended by Special Resolution 9 October 2017

²¹ Amended by Special Resolution 9 October 2017

²² Amended by Special Resolution 9 October 2017

24.2 Determination of questions

- (a) Questions arising at a meeting of a Committee are to be determined by a majority of votes of the Full Members present and voting.
- (b) In the event of an equality of votes, the Convenor of the meeting does not have a casting vote.²³

24.3 Membership of Committees²⁴

- (a) Members of committees are to be appointed by the Directors at the recommendation of the Convenor.
- (b) Visitors to Committee meetings must attend two meetings before being considered for membership.

24.4 Cessation of Committee Membership²⁵

A Committee Member ceases to be a member of the committee if they:

- (a) resign their membership
- (b) cease to be a Member of the Company
- (c) are removed by the Board on recommendation of the Convenor

25 Circulating resolutions

- (a) The Directors may pass a resolution without a Directors' meeting being held if all of the Directors entitled to vote on the resolution have the opportunity to vote on the resolution via electronic means.²⁶
- (b) 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.
- (c) The resolution is passed when the majority of Directors indicate their ascent to the resolution.²⁷

²³ Amended by Special Resolution 9 October 2017

²⁴ Amended by Special Resolution 9 October 2017

²⁵ Amended by Special Resolution 9 October 2017

²⁶ Amended by Special Resolution 9 October 2017

²⁷ Amended by Special Resolution 9 October 2017

26 Validity of acts of Directors

All acts done at a meeting of the Directors or of a committee of Directors, or by a person acting as a Director are taken as valid as if the relevant person had been duly appointed or had duly continued in office and was qualified and entitled to vote, even if it is afterwards discovered that:

- (a) there was a defect in the appointment or continuance in office of a person as a Director or of the person so acting; or
- (b) a person acting as a Director was disqualified or was not entitled to vote.

27 Company Secretary²⁸

27.1 Appointment of Company Secretary

There must be at least one Company Secretary who is to be appointed by the Directors.

27.2 Suspension and removal of Company Secretary

The Directors may suspend or remove a Company Secretary from that office.

27.3 Powers, duties and authorities of Company Secretary

A Company Secretary holds office on the terms and conditions and with the powers, duties and authorities, as determined by the Directors. The exercise of those powers and authorities and the performance of those duties by a Company Secretary are subject at all times to the control of the Directors.²⁹

28 Dispute resolution

28.1 Handling a dispute

Where there is a dispute, grievance or other disagreement between a Member and the Company, whether arising out of the application of these rules or otherwise (**Dispute**), then either must, prior to the commencement of any proceedings in a Court or Tribunal or before any authority or board, notify the other in writing of the nature of the Dispute, and the following must occur:

²⁸ Amended by Special Resolution 9 October 2017

²⁹ Amended by Special Resolution 9 October 2017

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- (a) The Member and the Company must in the period fourteen days from the service of the notice of the Dispute (Initial Period) use their best endeavours to resolve the Dispute.
- (b) If the Company and the Member are unable to resolve the Dispute within the Initial Period, then the Dispute must be referred for mediation to a mediator agreed by the Member and the Company.
- (c) If the disputants are unable to agree on a mediator within seven days of the Initial Period, the Member or the Company may request the CEO of Christian Education National to nominate a mediator to whom the dispute will be referred.
- (d) The costs of the mediation will be shared equally between the Member and the Company.
- (e) Where:
 - (i) the party receiving the notice of the Dispute fails to attend the mediation required by clause 28.1(b); or
 - (ii) the mediation has not occurred within six weeks of the date of the notice of the Dispute; or
 - (iii) the mediation fails to resolve the Dispute;then the party serving the notice of Dispute will be entitled to commence any proceedings in a Court or Tribunal or before any authority or board in respect of the Dispute.
- (f) The procedure in this clause will not apply in respect of proceedings for urgent or interlocutory relief.

29 Documents³⁰

Documents executed for and on behalf of the company must be executed by two Directors.

30 Accounts

- (a) The Directors must cause proper financial records to be kept and if required by a law, regulation or guideline applicable to the Company or otherwise considered by the Directors to be appropriate, cause the accounts of the Company to be audited accordingly.
 - (b) The Directors must distribute to the Members copies of, or provide access to, the annual financial reports of the Company accompanied by a copy of the Auditor's report and Directors' report in accordance with the requirements of a relevant law, regulation or guideline.
-

31 Seals

31.1 Safe custody of common seals

The Directors must provide for the safe custody of any seal of the Company.

31.2 Use of common seal

If the Company has a common seal or duplicate common seal:

- (a) it may be used only by the authority of the Directors, or of a Committee authorised by the Directors to authorise its use; and
- (b) every document to which it is affixed must be signed by a Director and be countersigned by another Director, a Secretary or another person appointed by the Directors to countersign that document or a class of documents in which that document is included.

³⁰ Amended by Special Resolution 9 October 2017

32 Inspection of records

32.1 Inspection by Members

Subject to the Corporations Act, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the accounting records and other documents of the Company or any of them will be open to inspection by the Members (other than Directors).

32.2 Right of a Member to inspect

A Member (other than a Director) does not have the right to inspect any document of the Company except as provided by law or authorised by the Directors or by the Company in General Meeting.

33 Service of documents

33.1 Document includes notice

In this clause 33, a reference to a document includes a notice.

33.2 Methods of service

- (a) The Company may give a document to a Member:
 - (i) personally;
 - (ii) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member; or
 - (iii) by sending it to a fax number or electronic address nominated by the Member.
- (b) A document sent by post:
 - (i) if sent to an address in Australia, may be sent by ordinary post and is taken to have been received on the day after the date of its posting; and
 - (ii) if sent to an address outside Australia, must be sent by airmail and is taken to have been received on the fifth day after the date of its posting.
- (c) If a document is sent by fax or electronic transmission, delivery of the document is taken:
 - (i) to be effected by properly addressing and transmitting the fax or electronic transmission; and

- (ii) to have been delivered on the day following its transmission.

33.3 Evidence of service

A certificate in writing signed by a Director or a Secretary stating that a document was sent to a Member by post or by fax or electronic transmission on a particular date is prima facie evidence that the document was so sent on that date.

34 Indemnity

The Company may indemnify any current or former Director, Secretary or executive officer of the Company or of a Related Body Corporate of the Company out of the property of the Company against:

- (a) every liability incurred by the person in that capacity; and
- (b) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity;

except to the extent that:

- (c) the Company is forbidden by statute to indemnify the person against the liability or legal costs; or
- (d) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by statute.

35 Insurance

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director or Secretary or executive officer of the Company or of a Related Body Corporate of the Company against liability incurred by the person in that capacity, including a liability for legal costs, unless:

- (a) the Company is forbidden by statute to pay or agree to pay the premium; or
- (b) the contract would, if the Company paid the premium, be made void by statute.

36 Contract

The Company may enter into an agreement with a person referred to in clauses 34 and 35 with respect to the matters covered by these clauses. An agreement entered into pursuant to this clause may include provisions relating to rights of access to the books of the Company conferred by the Corporations Act or otherwise by law.

Educational Creed

**The fear of the Lord is the beginning of wisdom, and the knowledge of the Holy One is insight.
(Proverbs 9:10)**

1. Our Common Faith

As a community united in Christ for the education of youth WE CONFESS with the church universal that there is one God, eternal and indivisible, in whom are three persons, Father, Son and Holy Spirit, which three Persons are really, truly, and eternally distinct, each one Truly God, yet without in any way destroying the unity of the one and only God, who is one and not three.

That this one God is the Creator of all things, visible and invisible.

That man was created in the image of God with dominion over the creation. That being tempted by the devil man sinned by disobeying the express command of God, so repudiating his Creator and bringing God's wrath and curse on himself and on the whole creation over which he rules.

That by the curse of sin justly imposed every man is cut off from communion with God and is dead in sin, wholly corrupt throughout the whole man and utterly indisposed, disabled and made opposite to all good and wholly inclined to all evil.

That God in his love for the world, sent his only Son, Jesus Christ our Lord to be born of the virgin Mary, being conceived by the Holy Spirit, to live and suffer on this earth as a man under the curse of sin, though Himself without sin, to endure the fullness of God's curse on sin in his death on the cross as a ransom for many, laying down his life for the sheep so that all who believe in him should receive, without regards to their works or merit, full and free pardon, the riches of God's favour as his sons and heirs and eternal life in Christ, being renewed by the Holy Spirit in Christ's likeness.

That the Lord Jesus Christ, having died for our sins, rose again the third day by the power of God, ascended to heaven and is now seated at the right hand of God the Father Almighty who has put all things in subjection under his feet, appointing him to be Head of all things to the Church, which is his Body.

That, at the time appointed by God and known to no man, this very same Jesus shall come again revealed in power and great glory to judge all man living and dead, and having destroyed this present world to establish the new heavens and new earth in which righteousness has a permanent home.

That when the Lord Jesus comes again all the dead shall be raised bodily, those who, by faith, have done well, to eternal life, and those who, through unbelief, have done evil, to eternal condemnation.

That the risen Christ has sent the Holy Spirit into the world that by Him redemption might be effectually applied, the divine purpose of salvation accomplished, and the Church equipped for its mission on earth.

That the redemptive activity and gracious favour of God, Father, Son and Holy Spirit is essential for the fulfilment of man's life.

2. The Word of God

WE CONFESS that the Scripture of the Old and New Testament, acknowledged in the confessions of the Reformation, is the infallible Word of God, and so is in all things, our supreme standard by which our whole life is to be judged.

That scripture is the integral divine Word by which God, through his Spirit, draws us to and enlightens us in the truth, which is Christ Jesus our Lord, the eternal Word of God.

That the same eternal Word who reveals himself in scripture reveals himself in all that he has created so that the revelation of God is one.

That scripture is indispensable and determinative for our knowledge of God, of ourselves and of the rest of creation, and also for the whole educational task.

3. Man's Life

WE CONFESS that man, as God's image-bearer, is given dominion over the creation to rule it, manage it and develop it under God, who is King over kings and Lord over lords.

That man's life is fulfilled only in a life of free, willing submission to God, a life lived in harmony with the law of God for his creation made known in the integral revelation of the Word of God.

That, being now fallen into sin, man can attain this fulfilment only through renewal by the Holy Spirit after the image of his Creator.

That for man to attempt anything at all in independence of God or in ignorance of God's revelation is inherently destructive of man and of the creation over which he is given dominion.

That it is man's glory, as God's image-bearer to do everything so that the glory of God is revealed in his doing.

That the development of the child as the image-bearer of God is a central concern of the educational task.

4. Sin and Education

WE CONFESS that human life in its entirety is religion, unfolding itself as service of one true God or of a God-substitute.

That in sin man has repudiated God in favour of God-substitutes with the result that he is cut off from the knowledge of God, of himself and of the meaning of the creation, so that the light that he supposes he had is darkness and his wisdom is folly.

That, apart from the man Christ Jesus, no man is exempted from this falsifying of knowledge through sin, but from conception all alike grope in darkness, being blinded to the meaning of life, of the world and of man himself.

That no area of human knowledge is free of this sinful falsifying.

That true education is possible only where the fear of God is re-established by God's grace in the heart of men as the indispensable foundation of all wisdom and knowledge.

5. Redemption in Christ

WE CONFESS that God by the Cross has restored the whole creation to harmony with himself, making all things new in Christ.

That, although the fulfilment of this restoration awaits the future revelation of Christ in glory, yet, in principles by the present work of the Holy Spirit in the world, it is a present reality to be reckoned with in faith in every area of life.

That Christ in his redemption, by his Holy Spirit, is creating from among the old humanity in Adam a new regenerated humanity in Christ united in the church which is his body, the covenant community, bound to him as head.

That this covenant community is God's appointed means, through the power of the Holy Spirit within the community, for communicating the redemption of Christ to the world.

That, although, by the grace of God, men who reject the Word of God as the ordering, principle of life provide many insights into the common structure of reality, yet because the religious direction of their thought remains radically opposed to that of the convenient community in Christ, there can be no synthesis of their systems of thought with the scripturally directed thought which Christ's covenant community is called to pursue.

6. Man's Task

WE CONFESS that all things are created by God and, as his creation remain under his government, upheld by his power and existing for his glory.

That it is man's task in his dominion over the creation to discern the being, shape, form and the several offices that God has given to every creature to serve its Creator, so that for the glory of God and the good of man, he may cultivate the creation in accordance with God's commands and in harmony with the laws which God in his faithfulness maintains in his creation.

That man cannot truly know the creation in this God-given meaning without an obedient listening to Scripture as God's written Word in the light of which he studies the creation.

That, the law of the Creator ensures a rich diversity within the unbreakable unity of the creation, which holds together in Christ who is the First and the Last, the Beginning and End of the creation of God.

7. The special Task of parents

WE CONFESS that God has given the parents the responsibility for the nurture of their children by discipline and instruction according to the Word of the Lord.

That, in accordance with this responsibility, God has given parents authority over their children to guide and direct them in the way of righteousness.

That God has given children on their part a corresponding responsibility to honour, respect and obey their parents in the Lord.

That faithful training of children means instructing them in the covenant revealed in Scripture by which God binds his people to himself in wholehearted love, which covenant is the key to the fulfilment of all man's life.

That the responsibility for this nurture remains always the responsibility of the parents and, since all life is religion, it is the task of the parents alone to determine the religious character and direction of the education of their children in every aspect of their learning, yet as members together of Christ in one Covenant, the whole body of Christ shares this responsibility with the parents.

8. The Special Task of the School

WE CONFESS that true education is the preparation and equipment of the child for his office and calling as God's image-bearer and steward in this world.

That a school where Christ is confessed as Head of the educational task in harmony with the Scripture is a valid, (but not the only) expression of the life of the covenant community redeemed in Christ.

That it is the special task of the school to lead the child to discern the meaning and structure of the creation under the guidance of

the Word of God and to train the child in the use and development of his God-given talents, so that he may be equipped to serve Christ as King in all spheres of life to the glory of God and the well-being of his fellow men.

That the school, under Christ and by his Holy Spirit, is to advance the reign of Christ on earth in accordance with its special task so that his Kingdom may come to expression here and now, though with much imperfection and weakness, and so that our Lord may find us busy in his garden when he comes in glory.

That the school community, in the corporate functioning of which the authority and rights of parents in the education of their children are to be recognized, is not subject as regards its special task, to church, or state, or any other outside authority.

That, while the school is entitled to expect freedom from interference in its special task, it is required to respect and uphold all legitimate authority, in particular the authority of family, church, and state and to encourage this respect in the child, according to the Word of God.

That the authority of the teacher over the student, which is to be upheld by the whole school community, is given for the effective nurture of the child within the limits of the special task of the school, and is to be used only for this purpose with the recognition that all authority is of God to whom all who exercise authority must give account.

9. Confession

CONFESSING CHRIST AS KING OF KINGS AND LORD OF LORDS, THE REDEEMER AND RENEWER OF ALL OUR LIFE. WE PURSUE THE EDUCATIONAL TASK TOGETHER WITH CONFIDENT HOPE AND HUMBLE RELIANCE ON GOD WHO FOR JESUS SAKE, SENDS HIS HOLY SPIRIT TO LEAD US INTO THE TRUTH, WHICH IS CHRIST, AND WITH GLAD SUBMISSION TO GOD'S WORD AS THE GUIDE OF ALL OUR ENDEAVOUR THAT IN ALL THINGS GOD MAY BE GLORIFIED THROUGH JESUS CHRIST, WHOSE IS THE GLORY AND THE DOMINION FOR EVER AND EVER.
AMEN.

Appointment of Proxy

The Association for Christian Education of Blacktown Limited

000 391 186

I/We _____ [name]

of _____ [address]

being a member/members of the above named Company hereby appoint

_____ [name]

of _____ [address]

or, in his or her _____ [name]
absence _____

of _____ [address]

as my/our proxy to vote for me/us on my/our behalf at the meeting of the members of the Company to be held on the _____ day of _____ 20__ and at any adjournment of that meeting.

[To be inserted if desired] This form is to be used in favour of / against the resolution (Strike out whichever is not desired)

[Insert details of specific resolutions if desired]

Signed and dated _____ <-signature _____ <-date

Name _____ <-name

This notice must be returned to The Association for Christian Education of Blacktown Limited at [address] by [time] on [date] [insert specific details ensuring that the time is 48 hours before the time for the meeting].