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Cornish College

Constitution

1. Name

The name of the unincorporated association is Cornish College.

2. Definitions and Interpretations

2.1 Definitions

In the Constitution:

Act means The Uniting Church in Australia Act 1977 (Vic);

Annual Accounts means the accounts prescribed in clause 18.2;

Annual Meeting means the meeting of the Council pursuant to clause 21;

Assembly means the body prescribed in section 5(1) of the Act;

Auditor means the auditor of the College;

Basis of Union means the Basis contained in Schedule 1 to the Act;

Business Manager means the individual appointed pursuant to clause 16;

By-Laws mean the by-laws made by the Synod pursuant to the Uniting Church Constitution and the Uniting Church Regulations;

Chairperson means the Councillor elected to that position pursuant to clause 7.6;

Church means the Uniting Church in Australia;

College means Cornish College;

Constitution means the Constitution of Cornish College;

Cornish College means the unincorporated association prescribed by the Constitution known as Cornish College;

Corporations Act means the Corporations Act 2001 (Cth);

Council means the Council of the College;

Councillor means a member of the Council of the College;

General Secretary means the General Secretary of the Synod;

Institution means an institution of the Church as prescribed in the Uniting Church Regulations and includes the College;

Moderator means the Moderator of the Synod of the Church;

Nominations Committee means the committee prescribed in clause 10;
Notice means a notice pursuant to, or for the purposes of the Constitution;

Objects means the objects prescribed in clause 3;

Office means the office of the College to which Notices can be sent;

Office Bearers mean the Chairperson, Vice Chairperson and Treasurer of the College;

Parents’ Association means the association of the parents of the College established with the authority of the Council to represent the interests of the parents of students of the College;

Presbytery means the Presbytery nominated by the Synod within which bounds the College shall operate provided that if the College shall operate within the bounds of more than one Presbytery, such Presbytery nominated by the Synod.

Principal means the Principal of the College;

Property Trust means the Uniting Church in Australia Property Trust (Victoria) created pursuant to the Act;

Secretary means the individual appointed by the Council to that position pursuant to clause 19;

Special Meeting means a meeting convened in accordance with clause 9.3;

Staff means any paid employee, whether full or part time and (without limitation) includes the Principal;

Standing Committee means the Standing Committee of the Synod;

Synod means the Synod of the Church in Victoria and Tasmania or the Standing Committee when acting on behalf of the Synod between meetings of the Synod;

Treasurer means the Councillor elected to that position pursuant to clause 7.6;

Uniting Church Constitution means The Uniting Church in Australian Constitution adopted by the first Assembly at Sydney on 22 June 1977, as amended by the Assembly;

Uniting Church Regulations mean the regulations promulgated by the Assembly pursuant to the Uniting Church Constitution and the Act;

Uniting Church Laws means the laws prescribed in clause 6.4;

Vice Chairperson means the Council Member elected to that position pursuant to clause 7.6; and

Visitor means the Visitor to the College pursuant to clause 14.

2.2 Interpretation

In this Constitution unless the context requires otherwise:

(a) The singular (including defined expressions) includes the plural and the plural includes the singular;

(b) A reference to writing includes written, printed, lithographed or photographed or in any other mode representing or reproducing words in a visible form;

(c) A reference to any gender includes the other gender;
Constitution

(d) A reference to an individual includes, but is not limited to an individual, a corporation, a partnership, a body corporate, an unincorporated association and a statutory authority;

(e) Where any word or phase is given a defined meaning, any other part of speech or grammatical form in respect of that word or phrase has a corresponding meaning;

(f) Any power, right, discretion or authority conferred upon any individual or groups of individuals under the Constitution may be exercised at any time and from time to time;

(g) A reference to an entity includes any successor entity;

(h) A reference to any legislation or provision of any legislation includes any amendment to that legislation or provision, any consolidation or replacement of that legislation or provision, its regulations and any subordinate legislation made under that legislation;

(i) reference to a month and cognate terms means a period commencing on any day of a calendar month and ending on the corresponding day in the next succeeding calendar month but if a corresponding day does not occur in the next succeeding calendar month the period shall end on the last day of the next succeeding calendar month; and

(j) a reference to a clause is a reference to one of the clauses.

2.3 Headings
Headings are used for convenience only and do not affect the interpretation of the Constitution.

3. Objects
The College is established for the charitable object of providing an educational experience and learning community for students within the faith and unity of the Church in accordance with the Basis of Union.

4. Council’s Powers

4.1 Powers
Subject to the Constitution and solely for the purpose of carrying out the Objects, the Council shall have power to do all things that it may consider necessary or expedient for the conduct of the College.

4.2 Conflict
In the event of any conflict between the Uniting Church Laws applicable pursuant to clause 6.2(b) and the Constitution, the provisions of the Uniting Church Laws shall take precedence.

5. Income and Property of the College

5.1 Real and Personal Property
All real and personal property used by the College shall be vested in the Property Trust that shall manage and deal with it in accordance with the Uniting Church Laws or any part of the Uniting Church Laws as prescribed in clause 6.
5.2 **Application to Objects**

The income and property of the College, irrespective of its source, must be applied solely towards the promotion of the Objects of the College.

5.3 **No payments to Councillors**

No part of the income or property of the College must be paid or transferred directly or indirectly by way of dividend, bonus or otherwise to the Councillors.

5.4 **Certain Payments Acceptable**

Clause 5.3 does not prevent the payment in good faith of:

(a) remuneration to any officers or employees of the College in return for any services actually rendered to the College or for goods supplied in the ordinary and usual way of business;

(b) out-of-pocket expenses incurred on behalf of the College including, in the case of a Councillor, in carrying out the duties of a Councillor, where the payments do not exceed an amount previously approved by the Council;

(c) remuneration for any service rendered to the College by a Councillor in a professional or technical capacity, other than in the capacity as a Councillor of the College, where:
   (i) the provision of the service has the prior approval of the Council;
   (ii) the amount payable is not more than an amount that commercially would be reasonable payment for the service;

(d) expenses for goods supplied in the ordinary and usual course of business;

(e) reasonable and proper interest on money borrowed from a Councillor;

(f) interest, at a rate not exceeding the rate for the time being fixed for the purposes of this Clause by the Council, on money borrowed from any Councillor; or

(g) reasonable and proper rent for premises or personal property leased to the College by any Councillor.

5.5 **Disposal of Property**

Any property of the College which the Council may determine to be available for distribution and the disposal of which is not prescribed by the terms of any trust, shall be disposed off for the purposes of the Church in such manner as determined by the Synod.

6. **Role of the Church**

6.1 **Institution**

The College is an Institution of the Church.

6.2 **Oversight by the Church**

(a) The College shall be responsible and accountable for its proper management to the Synod.

(b) The Synod may determine to the full extent permitted by law that the College shall be bound by the Uniting Church Laws or any part of the Uniting Church Laws.
The Synod may oversee and from time to time review the management and affairs of the College.

The Synod may intervene to the full extent permitted by law in the management and affairs of the College in such manner and at such times as it considers necessary and proper in the interests of the Church.

6.3 Co-operation

(a) The College and its Councillors shall at all times co-operate with and assist the Synod in exercising its oversight of the College prescribed in clause 6.2.

(b) The College shall provide to the Synod upon request such reports and financial statements concerning the business and affairs of the College as the Synod shall require.

6.4 Uniting Church Laws

The Uniting Church Laws shall comprise of the requirements prescribed by the:

(a) Basis of Union;
(b) Uniting Church Constitution;
(c) Uniting Church Regulations;
(d) Synod By-Laws;
(e) The Act;
(f) Policies and rules of the Church made from time to time pursuant to any of (a) – (e).

7. Council

7.1 Eligibility

Any individual other than a current member of the Staff of the College is eligible to be appointed as a Councillor.

7.2 Composition of Council

The Council shall consist of between ten (10) and twelve (12) members comprising:

(a) Ex officio – the Principal; and
(b) Between nine (9) and eleven (11) individuals appointed by the Synod.

7.3 Term of Councillors

(a) Subject to clause 7.3(f) a Councillor may not retain office for more than three (3) calendar years or beyond the third Annual Meeting following the Councillor’s appointment (whichever is the longer period) without being reappointed.

(b) At the Annual Meeting in each year one third of the Councillors in office other than the Principal, or if their number is not a multiple of three, the number nearest to one third, must retire from office.

(c) A retiring Councillor may act until the conclusion of the meeting at which the Councillor retires and is eligible for reappointment.
The Councillors to retire are the Councillors who have been longest in office. The length of time a Councillor has been in office is to be computed from the Councillor’s last appointment.

As between Councillors who have been in office an equal length of time, the Councillors to retire are, in default of agreement between them, to be determined by a majority of the Councillors with the Chairperson or, if the Chairperson is not able and willing to act, by the Vice Chairperson alternatively, by a Councillor chosen by a majority of the Councillors exercising both a deliberative and a casting vote.

A Councillor shall not be entitled to be appointed for more than three (3) consecutive terms.

The Council excluding the Councillor concerned, may by a seventy five percent (75%) majority, vote to allow a Councillor otherwise not eligible for re-appointment pursuant to clause 7.3(f), to be re-appointed for one (1) further term of three (3) years provided that no more than a total of two (2) Councillors serving as Councillors in any one (1) year may have served for more than three (3) consecutive terms.

7.4 Appointment of Councillors

At the end of each calendar year the Council shall recommend to the Synod for appointment or reappointment subject to clause 7.3(f) and 7.3(g), such number of Councillors as prescribed in clause 7.2(b) as equates to the number of those Councillors who shall retire at the next Annual Meeting.

The Synod in its absolute discretion may confirm or reject the appointment of particular Councillors.

If the Synod rejects a nomination then it shall advise the Council within thirty (30) days in writing of its rejection and its reasons. The Council may if it accepts the Synod’s rejection, submit a further nomination. In the event that the Council does not submit a further nomination then the Synod shall appoint such individual as it shall in its absolute discretion determine, as a Councillor. If the Synod shall on two (2) consecutive occasions reject the Council’s nomination then it shall appoint as a Councillor such individual as it shall in its absolute discretion determine.

The Council and the Synod shall ensure as far as possible that they maintain a balance of gender in the composition of the Council.

7.5 Office Bearers

The Office Bearers of the College will comprise of a Chairperson, a Vice Chairperson and a Treasurer.

The College in Annual Meeting may increase or reduce the number of Office Bearers.

7.6 Election of Office Bearers

The Principal shall not be entitled to be elected as an Office Bearer.

At the first Council meeting after the Annual Meeting, the Councillors must elect the Office Bearers.

Any two (2) Councillors may, at that meeting, nominate another Councillor for election as the bearer of a particular office.

If only one (1) candidate is nominated for a particular Office Bearer’s position, that candidate is to be deemed elected.
The candidates who receive the most votes will be elected. If two (2) or more candidates receive an equal number of votes, the chair of the meeting has a casting vote.

7.7 Rotation of Office Bearers

Office Bearers shall be elected for a term of three (3) years. On the third anniversary following election at the Annual Meeting in that year, the Office Bearers must retire from office. A retiring Office Bearer may act until the conclusion of the meeting at which the next succeeding Office Bearer is appointed and is eligible for reappointment for one (1) further term of three (3) years provided that subject to clause 7.3(a), a Councillor may be elected for a third consecutive term of three (3) years by a seventy five percent (75%) majority vote of the Councillors.

7.8 Casual Vacancies

Subject to clause 7.1 and 7.2(b) the Synod as appropriate may at any time appoint an individual to the Council, either to fill a casual vacancy or as an additional Councillor, but so that the total number of Councillors is not at any time to exceed the number fixed by the Constitution. The Councillor so appointed in the case of a casual vacancy holds office for the remaining term of the Councillor replaced but otherwise shall hold office only until the next Annual Meeting but is then eligible for reappointment. If the Councillor is so reappointed the date of the relevant Annual Meeting shall be the date of initial appointment for the purposes of clause 7.3(f). The individual appointed to fill a casual vacancy shall be nominated and appointed in accordance with clause 7.4(b) and (c).

7.9 Removal of Office Bearers

An Office Bearer may be removed from that office by resolution of the Council in accordance with the process prescribed in clause 8.3 and 8.4.

8. Vacation of Office

8.1 Vacancy of Office of Councillor

The office of a Councillor is vacated if the Councillor:

(a) dies;

(b) becomes of unsound mind or an individual whose estate is liable to be dealt with in any way under the law relating to mental health;

(c) is not present without the consent of the Council from three (3) consecutive Council meetings and the Councillors’ resolve that the Councillor’s office be vacated;

(d) resigns the office of Councillor by written notice to the Chairperson;

(e) is removed in accordance with clause 8.2 or 8.3;

(f) becomes a bankrupt or suspends payment or liquidates by arrangement or compounds with or assigns the Councillor’s joint and separate estate for the benefit of the Councillor’s creditors; or

(g) becomes an individual who if that individual were a director of a company, would cease to be, or become prohibited from being, by virtue of the Corporations Act, a director of a company.
8.2 Termination of Councillor

The Synod may if it considers it necessary or proper in the interests of the Church, terminate membership of any number of Councillors or the entire Council by notice to the Secretary whereupon the Councillor(s) membership or the Council itself shall be immediately terminated.

8.3 Removal of a Councillor

The Council may by resolution, subject to clause 8.4 determine by a three quarters majority to expel any non ex-officio Councillor at a Special Meeting convened solely for that purpose if in its opinion the Councillor fails to comply with any provision of the Constitution or is guilty of any conduct that the Council considers is unbecoming of a Councillor or is otherwise prejudicial to the interests of the College.

8.4 Notice to a Councillor

The Council may not make a determination under clause 8.3 unless at least one (1) week before the meeting of the Council at which the determination is to be considered, notice is given to the Councillor of the meeting, what is alleged against the Councillor and the possible determination and unless a Councillor has had an opportunity of giving at the meeting orally or in writing, any explanation or defence the Councillor may think fit before the resolution is considered by the Council.

9. Proceedings of Council

9.1 Meeting of Council

(a) The Council shall meet no less than six (6) times each year.

(b) The Council shall otherwise meet together for the dispatch of business, adjourn and regulate its meetings as it thinks fit.

(c) The failure to give notice to Councillors pursuant to clause 9.4 shall not in any way or to any extent invalidate the proceedings of the meeting of Council in respect of which such notice is required to be given.

(d) The Council may resolve that the Chairperson invite any individual despite such individual not being a Councillor, to a meeting of the Council including any Special Meeting and to participate in any discussions the Council thinks fit, provided that such individual shall not have any voting or other rights.

(e) The Business Manager may with the agreement of Council, attend and speak at all meetings of the Council and may be appointed by the Council to serve on any committee of the Council provided that the Business Manager shall have no power to vote.

9.2 Quorum

(a) The quorum necessary for the transaction of business shall be six (6) Councillors.

(b) A meeting of the Council during which a quorum is present is competent to exercise all or any of the authorities, powers and discretions pursuant to the Constitution for the time being vested in or exercisable by the Council generally.

(c) Where a quorum cannot be established for a meeting of the Council (or consideration of a particular matter) the meeting shall be adjourned and may be reconvened by not less than seven (7) days written notice.
9.3 **Convening Meetings of Council**

The Chairperson may at any time and the Secretary will on the request of any four (4) Council Members, convene by no less than seven (7) days notice, a meeting of the Council. The Council may by a seventy five percent (75%) majority vote agree to abridge the notice to such lesser period as it shall determine.

9.4 **Notice**

(a) Reasonable notice of every Council meeting will be given to each Councillor who is within Australia, but it is not necessary to give notice to any Councillor who is outside Australia.

(b) Notice of any meeting of the Council other than any Special Meeting, may be given in writing, by telephone, by facsimile, by electronic means or personally subject otherwise to the Constitution.

(c) A Council meeting may be called or held using any technology consented to by all of the Councillors. The consent may be a standing consent. A Councillor may only withdraw consent within a reasonable time before the meeting.

9.5 **Chairperson and Vice Chairperson**

The Chairperson is entitled to preside at meetings of the Council but, if the Chairperson is not present and able and willing to act within fifteen (15) minutes after the time appointed for a meeting or has signified an intention not to be present and able and willing to act, the following may preside (in order of entitlement):

(i) the Vice Chairperson;

(ii) a Councillor chosen by a majority of the Councillors present.

9.6 **Voting**

(a) Questions arising at any meeting of the Council will be decided by a majority of votes on a show of hands and, subject to the provisions of clause 12.3 of the Constitution, each Councillor has one vote.

(b) In case of an equality of votes the Chairperson or whoever is acting as chairperson of the meeting of the Council, will have a second or casting vote.

(c) If at any meeting the Chairperson or Vice Chairperson is not present or being present is not willing and able to act within ten minutes of the time appointed for holding the meeting, or have signified an intention not to be present and able and willing to act, the Councillors present will choose one of their number to be chairperson of that meeting.

9.7 **Electronic Meeting**

(a) Without limiting clause 9.4(c) for the purposes of the Constitution the contemporaneous linking together by telephone or any other means of instantaneous communication ("telephone") of a number of the Councillors, being at least a quorum, whether or not any one or more of them is out of Australia, is to be deemed to constitute a meeting of the Council and all the provisions of the Constitution as to meetings of Councillors apply to such a meeting if the following conditions are met:

(i) all the Councillors entitled to notice of a meeting of the Council received notice of the meeting;

(ii) all the Councillors wanting to take part in the meeting are linked by telephone for the purposes of the meeting; and
(iii) at the commencement of the meeting each Councillor taking part acknowledges the respective Councillor’s presence for the purposes of the meeting to all other Councillors taking part and acknowledges that the Councillor is able to hear each of the other Councillors taking part.

(b) A Councillor may not leave a telephone meeting by disconnecting the telephone without the consent of the chairperson of the meeting and a Councillor is deemed to be present and form part of the quorum throughout the meeting unless the Councillor has obtained the consent of the chairperson of the meeting to leave the meeting.

(c) A minute of the proceedings of a telephone meeting is sufficient evidence of the proceedings and the observance of all necessary formalities if it is certified as a correct minute by the chairperson of the meeting.

9.8 Written Resolution

(a) If no less than three quarters of the Councillors have signed a document containing a statement that they are in favour of a resolution of the Council in terms set out in the document, a resolution in those terms will be deemed to have been passed at a meeting of the Council held on the day on which the document was signed and at the time at which the document was last signed by a Councillor or, if the Councillors signed the documents on different days, on the day on which and at the time at which the document was last signed by a Councillor.

(b) For the purposes of clause (a):

(i) two (2) or more separate documents containing statements in identical terms each of which is signed by one or more Councillors will together be deemed to constitute one document containing a statement in those terms signed by the Councillors;

(ii) a reference to all Councillors does not include a reference to the Councillor who, at a meeting of the Council, would not be entitled to vote in the resolution;

(iii) any document so signed by a Councillor may be received by the College at the Office (or other place agreed by the Councillors) by post, by facsimile or other electronic means or by being delivered personally by that Councillor.

10. Nominations Committee

10.1 Membership

(a) The Council shall appoint a Nominations Committee comprising of the following:

(i) A Councillor;

(ii) An individual nominated by the Presbytery; and

(iii) An individual nominated by the Parents’ Association;

(b) The individuals prescribed in clause 10.1(a)(ii) and (iii) shall not be Councillors.

(c) The Nominations Committee shall elect a chairperson from amongst its members who shall act as chairperson for three (3) years.
10.2 Term

(a) Members shall be appointed for a term of three (3) years, subject to earlier removal or retirement pursuant to the Constitution. At the Annual Meeting in each year one of the members in office, must by rotation retire from office.

(b) A retiring member may act until the conclusion of the meeting at which the member retires.

(c) A retiring member is entitled to be reappointed provided that no member may serve for more than two (2) consecutive terms.

10.3 Role

(a) The role of the Nominations Committee is to consider and recommend for the consideration of the Council the names of individuals suitable for the office of Councillor and such other committees of the College as may be requested by Council. The Nominations Committee shall in determining an individual's suitability consider that individual's expertise, skills and affinity with the College, its history and ethos.

(b) The Council shall upon receiving the name of an individual for appointment as a Councillor;
   (i) recommend that individual to the Synod for appointment as a Councillor pursuant to clause 7.4(a); or
   (ii) reject that individual and provide to the Nominations Committee in writing its reasons for rejection;

(c) If the Council rejects a nominated individual the Nominations Committee shall either recommend another individual in accordance with clause 10.3(a) or alternatively, advise the Council that it is unable to recommend any other individual for appointment.

(d) If the Nominations Committee shall be unable to recommend any other individual for appointment to the Council then the Council shall advise the Synod accordingly and the Synod may appoint as a Councillor such individual as it shall in its absolute discretion determine.

11. Committees

11.1 Establishment

The Council may establish and discharge any committee for such purposes, and with such powers and duties as it thinks fit.

11.2 Membership

The Council shall appoint the chairperson and membership of any committee and may remove any member of any committee who shall not be a Councillor.

11.3 Regulations

A committee so appointed will conform to any regulations that may be imposed upon it by the Council in the exercise of its powers.
11.4 **Meetings of Committees**

So far as they are capable of application and with the necessary changes, the provisions of the Constitution for regulating the meetings and proceedings of the Council govern the meetings and proceedings of committees.

11.5 **Minutes**

Minutes of meetings of committees maintained in accordance with clause 13 must be tabled at each subsequent meeting of the Council next after the meeting of the committee.

12. **Councillors contracts with the College**

12.1 **Avoidance of Conflicts of Interest**

The College will not except with the approval of the Council and in accordance with clauses 12.2 – 12.6, contract with a Councillor or any corporation or professional firm of which the Councillor is an officer or member.

12.2 **Contract Not Avoided Where Councillor Interested**

(a) No Councillor will be disqualified from holding the office of Councillor by virtue of holding any office or place of profit in any corporation in which the College is otherwise interested.

(b) No Councillor will be disqualified by that office from serving the College in any other office or in any professional capacity, except that of Auditor.

(c) No Councillor will be disqualified by virtue of holding the office of Councillor from contracting with the College or any corporation in which the College is otherwise interested, either as vendor, purchaser or otherwise nor will any contract or arrangement entered into by or on behalf of the College in which any Councillor is in any way directly or indirectly interested be avoided.

(d) A Councillor is not liable to account to the College for any profit arising from that office or realised by the contract or arrangement, or by any participation in an association, institution, fund, trust or scheme or otherwise by reason only of the Councillor holding that office or of the fiduciary relations thereby established, provided that the disclosure required by clause 12.5 has been made.

12.3 **When a Councillor May Vote**

(a) A Councillor who has an interest in a matter that is being considered at a meeting of the Council, may with the approval of the Council, despite that interest, vote, be present and be counted in a quorum at that meeting, unless were the College a company prescribed by the Corporations Act, that is so prohibited by the Corporations Act.

(b) No act of the Council is invalid or voidable by reason only of a failure of the Councillor to comply with such prohibition.

12.4 **Councillor Acting in a Professional Capacity**

(a) With the approval of the Council, any Councillor may act themselves or the Councillor’s firm may act in a professional capacity for the College or any other corporation in which the College is otherwise interested; and

(b) The Councillor and that Councillor’s firm will be entitled to remuneration for professional services as if the Councillor were not a Councillor, provided that nothing
herein contained will authorise a Councillor or that Councillor’s firm to act as the Auditor.

12.5 Disclosure of Interest

(a) A Councillor who is in any way, whether directly or indirectly, interested in a matter in which the College has an interest will declare the nature of that interest at a meeting of the Council as soon as practicable after the relevant facts have come to the Councillor’s knowledge.

(b) For the purposes of clause 12.5(a), a general notice given to the Council by a Councillor to the effect that the Councillor is an officer or member of a specified corporation or a member of a specified firm or is otherwise interested in any corporation or firm and to be regarded as interested in any matter, after the date of the notice, in which the corporation or firm may have an interest, will be deemed to be a sufficient declaration of interest in relation to the matter if:

(i) the notice states the nature and extent of the Councillor’s interest in the corporation or firm;

(ii) when the matter is first considered, the extent of the Councillor’s interest in the corporation or firm is not greater than is stated in the notice; and

(iii) the notice is given at a meeting of the Council or the Councillor takes reasonable steps to ensure that it is brought up and read at the next meeting of the Council after it was given.

(c) It is also the duty of a Councillor who holds any office or possesses any property the holding of which office or the possession of which property might, whether directly or indirectly, create duties or interests in conflict with the Councillor’s duties or interests as a Councillor of the College, to declare at the first meeting of Council held after becoming a Councillor, or if already a Councillor at the first meeting of Council held after the Councillor commenced to hold any office or possess any property as aforesaid, the fact of the Councillor’s holding such office or possessing such property and the nature, character and extent of the conflict.

12.6 Record of Disclosures by Councillors

It is the Secretary’s duty to record in the minutes any disclosure given by a Councillor pursuant to clause 12.

12.7 Meaning of Contract

In clause 12, where the context permits, “contract or arrangement” includes a proposed contract or arrangement.

13. Minutes

13.1 Minutes of Meetings

(a) The Council will cause full and accurate minutes of all meetings of the Council, including meetings of committees of the Council, to be duly kept for that purpose.

(b) The Council at its next meeting will cause the minutes of proceedings of the prior meeting of the Council, including meetings of committees of the Council to be signed after approval of the meeting, by the chairperson of the meeting at which the meeting took place or by the chairperson of the next succeeding meeting.
13.2 Minutes to be Presumed Accurate

Where the minutes of meetings of the Council, including meetings of committees of Council, are signed in accordance with clause 13.1(b), those minutes shall be presumed to be an accurate record of the relevant proceedings unless the contrary is proved.

14. Visitor

The Moderator shall be the Visitor for the College.

15. Principal

The Council shall appoint the Principal on such terms and conditions as the Council shall determine.

16. Business Manager

16.1 Appointment

The Principal after consultation with the Council shall recommend to the Council for its appointment an individual to fill the role of Business Manager of the College for such term and on such conditions as the Principal and the Council shall determine.

16.2 Role

The Business Manager shall perform such duties as may be prescribed by the Principal or the Council from time to time and shall be responsible to the Principal in the performance of those duties.

17. Legal Proceedings

17.1 Property Trust

The Property Trust may sue or be sued in its name on behalf of the College.

17.2 Prior Approval

Proceedings shall not be instituted or defended by or in the name of:

(a) the Property Trust;
(b) the Church; or
(c) the College,

without the prior approvals prescribed in the Uniting Church Regulations.

18. Accounts

18.1 College to Maintain

The College will keep such accounting, financial and other records of the business of the College as it is required to keep by law. The College shall provide to the Synod at such times as the Synod shall require copies of the financial records of the College.
18.2 **Annual Accounts**

At the Annual Meeting in every year the Council will lay before the meeting statements of financial performance and position for the last financial year of the College, together with such other accounts, reports and statements as are required by law.

18.3 **Copy of Accounts**

Other than those Councillors who have provided written notice to the College stating that they do not wish to receive a copy of every document that is required to be laid before each Annual Meeting by clause 18.2, a copy of these documents will be sent to all Councillors together with the notice of meeting, as required by the Constitution. A copy of the audited Annual Accounts shall also be provided to the Synod.

18.4 **Accounts Conclusive**

Every set of accounts of the College when audited and approved or received by an Annual Meeting at which it is presented will be conclusive except as regards any material error discovered in it within three (3) months next after its approval or adoption. Whenever any material error is discovered within that period the account will forthwith be corrected and then they will be conclusive.

18.5 **Financial Year**

The financial year of the College is the year ending on 31 December in each year and so that the first financial year shall commence on the day of this Constitution and the last financial year shall commence on 1 January immediately preceding the day of winding up or dissolution of the College in accordance with the Constitution.

18.6 **Non-Profit**

The College must not be carried on for the purposes of profit or gain to individual Councillors. No portion of the income and property of the College, however it is derived, may be paid or transferred to Councillors as dividends, bonuses or otherwise, except as bona fide remuneration or reimbursement or payment for services rendered, goods supplied or expenses incurred on behalf of the College as prescribed in clause 5.4.

19. **Secretary**

19.1 **Appointment**

The Council shall appoint an individual to fill the role of Secretary of the Council for such term and on such conditions as it thinks fit.

19.2 **Role**

The Secretary shall perform such duties as may be prescribed by the Council from time to time and shall be responsible to the Council in the performance of those duties.

20. **Auditor**

20.1 **Auditor**

The Council shall appoint a properly qualified auditor to audit the accounts of the College.

20.2 **Role**

(a) The Auditor shall conduct an annual audit of the accounts of the College and report to the Council.
Constitution

(b) The Auditor’s report shall be provided to the Synod within sixty (60) days after the end of the previous financial year.

20.3 Annual Accounts

The Council shall as soon as practicable after adoption of the Annual Accounts for each year cause a copy of the Annual Accounts and the Auditor’s report to be provided to the Synod.

21. Annual Meeting

21.1 Time of Meeting

The Council shall meet during May in each calendar year which meeting shall be deemed to be the Annual Meeting of the College. The meeting shall be conducted subject to clause 21.2, as an ordinary meeting of the Council subject to the Constitution.

21.2 Purpose

The Council at the Annual Meeting shall:

(a) Receive the audited accounts of the College.
(b) Receive reports from such of the committees as may be appropriate.
(c) Transact such other business that pursuant to the Constitution ought to be or may be transacted at the Annual Meeting or as it shall otherwise determine.
(d) Adopt a report of the activities of the College that shall be sent to the Synod as soon thereafter as practicably possible.
(e) At its conclusion constitute the new membership of the Council until the next Annual Meeting.

22. Indemnities and Insurance

22.1 Indemnity of Councillors and other Officers

To the extent permitted by law the College indemnifies out of the property of the College every individual who is or has been an officer of the College against any liabilities, costs or expenses incurred by that individual arising from the role of officer except to the extent prohibited by the Corporations Act as if the College was a corporation subject to the Corporations Act.

22.2 Insurance

To the extent permitted by law, the College may pay, or agree to pay a premium in respect of a contract insuring an individual who is or has been an officer of the College against a liability:

(a) Incurred by the individual in the capacity as an officer of the College or in the course of acting in connection with the affairs of the College or otherwise arising out of the officer’s holding of such office, provided that the liability does not arise out of conduct involving wilful breach of duty in relation to the College or if the College was a company prescribed by the Corporations Act, of a contravention of the Corporations Act; or
(b) For costs and expenses incurred by that individual in defending proceedings, whatever their outcome
22.3 Interpretation

In clauses 22.1 and 22.2:

(a) The term “proceedings” means any proceedings, whether civil or criminal, being proceedings in which it is alleged that the individual has done or omitted to do some act, matter or thing in the individual’s capacity as such an officer or in the course of acting in connection with the affairs of the College or otherwise arising out of the officer’s holding such office (including proceedings alleging that the officer was guilty of negligence, default, breach of trust or breach of duty in relation to the College); and

(b) The term “officer” means Councillors, the Principal, the Business Manager and the Secretary.

23. Notices

23.1 Method of service of notices

A notice may be served by the Council on a Councillor or other individual receiving notice under this Constitution by any of the following methods:

(a) By serving it personally on the Councillor or other individual;

(b) By leaving it at the Councillor’s address or the address of the other individual;

(c) By sending it by post in a prepaid letter, envelope or wrapper addressed to the Councillor at the Councillor’s address or to the other individual at that individual’s address; or

(d) By sending it to the electronic address, or by facsimile transmission to a facsimile number, nominated by the Councillor or the other individual for the purpose of serving notices.

23.2 Notice by Advertisement

Any notice by a court of law or otherwise required or allowed to be given by the Council to the Councillor’s or any of them by advertisement will unless otherwise stipulated, be sufficiently advertised if advertised once in a daily newspaper circulating in the State.

23.3 Time of service by post

(a) Any notice sent by post, airmail or air courier will be deemed to have been served on the day following that on which the letter, envelope or wrapper containing the notice is posted or delivered to the air courier.

(b) In proving service of any notice it will be sufficient to prove that the letter, envelope or wrapper containing the notice was properly addressed and put into the post office or other public postal receptacle or delivered to the air courier.

(c) A certificate in writing signed by any individual that the letter, envelope or wrapper containing the notice was so addressed and posted is conclusive evidence thereof.

(d) If this Constitution requires or permits a notice to be given to Councillors or members of any committee, neither accidental omission to give the notice or non-receipt of the notice invalidates the meeting, resolution, procedure or other matter to which the notice relates.
23.4 **Time of service by facsimile transmission or any other electronic means**

Any notice sent by facsimile transmission or any other electronic means will be deemed to have been served on receipt of a transmission report or other means of confirmation of successful transmission, confirming successful transmission.

23.5 **Signatures on notices**

The signature to any notice to be given by the Council or any Councillor may be written or printed or a facsimile thereof may be affixed by mechanical or other means.

23.6 **Calculation of notice period**

Where a period of notice is required to be given, the day on which the notice is dispatched and the day of doing the act or other thing will not be included in the number of days or other period.

24. **Documents**

Documents of any nature not required to be executed by the Synod on behalf of the College may be executed for and on behalf of Council by the Chairperson, Vice-Chairperson or such other individual or individuals as may be nominated in writing from time to time by the Council.

25. **Winding Up**

25.1 **Notice**

(a) The College can only be wound up or dissolved voluntarily by the College if the Synod has been given sixty (60) days notice of any such meeting to wind up the College; and

(b) Any such resolution for the winding up of the College shall have been given prior written approval by the Synod.

25.2 **Prohibition on Transfer**

If upon the winding up or dissolution of the College, there remains after satisfaction of all its debts and liabilities any property whatsoever, that property must not be paid to or distributed amongst the Councillors but must be distributed to the Synod to be applied by the Synod to some other body formed for educational purposes that is prohibited from distributing its income and property to its members.

26. **Alteration of Constitution**

26.1 **Amendment**

The Constitution may be amended:

(a) By a two thirds majority vote of the Council present and voting at a meeting of the Council convened solely for that purpose by not less than twenty one (21) days previous notice in writing setting out the proposed amendment; and

(b) By confirmation of the amendment by the Synod; or

(c) By the Synod of its own volition.
26.2  **Suspension**

The Constitution may be suspended on such terms and for such duration as the Synod shall in its absolute discretion determine.

27.  **Regulations**

The Council may make, amend or repeal regulations consistent with the Constitution for the internal management of the Council.

**DATED** this 17 October 2011.

Approved by the Synod on 17 October 2011.

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General Secretary
On behalf of the Synod