THE CONSTITUTION OF

GENESIS CHRISTIAN COLLEGE LTD

A Company Limited by Guarantee Not Having a Share Capital
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CONSTITUTION
FOR
GENESIS CHRISTIAN COLLEGE LTD

A COMPANY LIMITED BY GUARANTEE NOT HAVING A SHARE CAPITAL

1 NAME

The name of this company is GENESIS CHRISTIAN COLLEGE LTD, hereinafter referred to as ‘GCC’.

2 REPLACEABLE RULES

This Constitution displaces the Replaceable Rules in the Law.

3 DEFINITIONS AND INTERPRETATION
3.1 Definitions

In this Constitution, unless the context or subject matter otherwise requires:

“Auditor” means a person appointed as auditor of GCC;

“Board” means the Board of Directors of GCC;

“Constitution” means those rules for the operation of GCC set forth in this Constitution and as amended, modified or supplemented from time to time;

“Director” means a person named in Schedule 1: Details of Directors and Secretary as a Director upon incorporation or a person who is thereafter elected or re-elected to the Board;

“Instantaneous Communication Device” means any device by which the processes of a meeting may be conducted between persons in different places at the same time and includes telephone, television or any other audio and/or visual device or technology which permits instantaneous (or near as practical thereto) communication;

“Member” means any person whose name appears in the Register as a Member of GCC;

“the Law” means the Corporations Act 2001 (Cth) (as amended, modified or enacted from time to time);

“person” means a natural person or other body recognised by law;

“the Seal” means the common seal of GCC;
“Secretary” means a person named in Schedule 1: Details of Directors and Secretary as Secretary upon incorporation or any person thereafter appointed to perform the duties of a Secretary of GCC; and

“Special Resolution” has the meaning assigned to that expression by Section 9 of the Law.

3.2 Interpretation

In the interpretation of this Constitution, unless the context or subject matter otherwise require:
(a) words importing any gender include the other genders;
(b) singular words include the plural and vice versa;
(c) references to statutes include statutes amending, consolidating or replacing the statutes referred to and all regulations, orders in council, rules, by-laws and ordinances made under those statutes;
(d) an expression used in a particular part or division of the Law that is given by that part or division a special meaning for the purpose of that part or division has, in any of these regulations that deals with the matter dealt with by that part or division, unless the contrary intention appears, the same meaning as in that part or division;
(e) headings and the table of contents are inserted for convenience only and are to be disregarded in the interpretation of this Constitution; and
(f) a reference to dollars ($) shall mean a reference to Australian dollars, unless otherwise expressly intended.

4 EFFECT OF THE CONSTITUTION

This Constitution shall have effect as a contract:
(a) between GCC and each Member;
(b) between GCC and each Director and Company Secretary; and
(c) between a Member and each other Member, pursuant to which each Member agrees to observe and perform the Rules within the Constitution so far as they apply to that Member.

5 OBJECTS

5.1 To establish and maintain a school or schools to provide daily education for children, based upon the Word of God and in harmony with the Confessional Creed as outlined in this Constitution and in accordance with GCC’s educational manual.

5.2 To organise and conduct religious and public services and meetings.

5.3 To publish or contribute to the publication of any periodical journal or magazine and to print and circulate books papers pamphlets and information in the interest of GCC generally and to provide and circulate any annual or other report of GCC and its proceedings and work.
5.4 To do all things as are incidental or conducive to the attainment of the objects of GCC in accordance with the Word of God, and to accomplish the aforesaid objects in harmony with the Confessional Creed as set out in this Constitution.

6 CONFESSIONAL CREED

6.1 We believe and confess the interpretation of the Christian Faith as set forth in the Belgic Confession of Faith and/or The Heidelberg Catechism and/or The Westminster Confession of Faith, and in particular confirm:

(a) That the Scripture of the Old and New Testaments is the infallible Word of God, our supreme and absolute standard by which our whole life is to be directed and judged, and indispensable and determinative for our knowledge of God, of ourselves, and the rest of creation.

(b) That there is one God, eternal and indivisible in whom are three Persons, Father, Son and Holy Spirit – one Triune God.

(c) That all things were created by God in and through Jesus Christ by His Word and Spirit, according to His eternal purpose and for His own glory; that all things are upheld and controlled by Him, and that He reveals Himself in all that He has created and made.

(d) That man was created in the image of God to enjoy communion with His Creator, to exercise dominion over the creation to the glory of God, and to interpret all reality in accordance with His design and law; that man sinned by disobeying the express command of God and fell from the estate in which he was created; and that by the curse justly imposed on man everyone is cut off from communion with God, and is dead in sins, wholly corrupt throughout the whole man, and utterly indisposed, disable, and made opposite to all good and wholly inclined to all evil.

(e) That Jesus Christ is the only begotten Son and is God incarnate, born of the virgin Mary, who, laying down His life for his sheep, paid the price of sin for them, being a substitute for all who truly believe in Him; that on the third day He rose bodily from the dead by the power of God, and is now seated at God’s right hand, possessing all power and authority; and that, at the time appointed, He will come in power and glory to judge the world in righteousness, and establish a new heaven and a new earth where righteousness dwells.

(f) That the Holy Spirit; the third Person of the Trinity effectually applies the salvation secured by Christ to His people, uniting them to Him by faith; that He is the source of faith in Jesus Christ, of true knowledge, and a new sanctified life; and that at the point of faith, the believer is baptised with all the fullness of the Holy Spirit.

(g) That those who are effectually called by the Holy Spirit are also freely justified in God’s sight, which saving faith is the alone instrument of Justification, and yet it is not alone in the person justified, but is ever accompanied with all other saving graces.
6.2 Confessing these teachings of the Word of God as set forth in the Reformed Confessions, we believe:

(a) That Scripture is indispensable and central to education, shedding its light over the whole of man’s life and its meaning, and furnishing the framework and basic: facts for the educational task.

(b) That the educational task is to teach all subjects in the light of God’s revelation in the Scripture of the Old and New Testaments so that man may be prepared and equipped for his office and calling in this world as God’s image – bearer and steward.

(c) That, while true education is possible only where the fear of God is re-established by God’s grace in the heart of man, it is the duty of the Christian Community and especially Christian parents to provide God-centered and Scripture-directed education so that covenant children may be brought up “In the training and instruction of the Lord”. (Eph. 6:4)

(d) That where such education is not provided it is right and proper for Christians to joint together to facilitate the education of children in a way glorying to Christ; that such a school community lawfully established is not subject as regards its special task, to Church or state, or any outside authority, but only to Christ; and that, in its prosecution of that special task, it will refrain from activities that infringe on the special tasks of the family, the church, the state, or any other societal structure.

(e) 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 according to the Word of God.

(f) That the authority of the teacher over the student is a delegated authority (‘in loco parentis’) that it is to be upheld by the whole school community; and that it is to be exercised not only according to the principles of God’s Word but also with the awareness that those who exercise authority must give an account to Him.

(g) That in as much as none are exempt from the effects of sin, and no area of life remains unstained by it, the school community and especially those with the responsibility of teaching, must guard against all forms of false religion, and in particular, Humanism.

(h) That, as the exercise of the educational task is at every point dependent on the grace and power of God, it is necessary that the school Community, parents and teachers undertake their task in prayerful dependence on Him, the giver of every good and perfect gift, so that all may follow and serve Him in all spheres of life, and that His great Name may be glorified in all things.

7 POWERS

GCC may by resolution or Special Resolution, as the Law requires, exercise from time to time any power a company limited by guarantee may exercise by the law if authorised by its Constitution.

8 LIMITED LIABILITY

The liability of the Members is limited.
9 CONTRIBUTION IN THE EVENT OF WINDING UP

Each Member of GCC undertakes to contribute to the property of GCC, if GCC is wound up while he or she is a Member or within one (1) year after he or she ceases to be a Member, for payment of the debts and liabilities of GCC contracted before he or she ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributors among themselves, such amount as may be required but not exceeding ten dollars ($10.00).

10 APPLICATION OF INCOME AND PROPERTY

All income and property of GCC, however derived, shall be applied solely for the benefit and promotion of GCC’s objects and no portion thereof shall be:
(a) distributed, paid or transferred directly or indirectly by way of dividends, bonus, or otherwise to the Members, Directors or Trustees of GCC; or
(b) paid to Directors as fees or other remuneration or other benefit in money or money’s worth;
provided that nothing in this Rule shall preclude, with the prior approval of the Directors:
(c) payment in good faith of reasonable and proper remuneration to any Director, officer or staff of GCC or to any Member in return for any services rendered to GCC;
(d) reimbursement of reasonable out-of-pocket expenses to any of the Directors, Secretary, or staff of GCC for expenses incurred in the conduct of services rendered to GCC;
(e) remuneration to any Member of GCC in return for services actually rendered to GCC or for goods supplied in the ordinary course of business; or
(f) a financial benefit to or on behalf of a Director to which Section 212 of the Law refers.

11 WINDING UP OR DISSOLUTION OF GENESIS CHRISTIAN COLLEGE LTD

11.1 If, after winding up or dissolution of GCC, any property remains after payment of all its debts and liabilities, that property must not be paid to or distributed among the Members.

11.2 Any remaining property must be given or transferred:
(a) to one or more funds, authorities or institutions selected by the Members of GCC at or before the dissolution of GCC having objects similar to GCC and prohibiting the distribution of its or their income and property among its members; or as the case may require
(b) to one or more funds, authorities or institutions having similar objects to GCC and which have been endorsed by the Commissioner of Taxation as deductible gift recipients or exempt entities pursuant to Subdivision 30-B and Subdivision 50-A respectively of the Income Tax Assessment Act 1997 (Cth) on such terms and conditions as will ensure compliance with the law in relation to the application of funds.
12 MEMBERSHIP

12.1 Members

GCC will be constituted by:
(a) The Members as at the date of adoption of this Constitution as set out in the register of members maintained by GCC; and
(b) Any other persons that the Board may admit to membership in accordance with this Constitution.

12.2 Application for Membership

12.2.1 Any person who wishes to make an application for membership shall do so in the form set out in Schedule 3: Membership Application Form, or in such form as may otherwise be approved by the Board from time to time specifying the class of membership to which they wish to be admitted and any other information the Board may reasonably require to assess the suitability of the applicant for membership.

12.2.2 Upon making application, the applicant shall furnish the application for membership and any other evidence required by the Board in accordance with Clause 12.6. If an applicant is refused membership under Clause 12.4 such fees shall be refunded to the applicant in full.

12.2.3 Any applicant seeking to become a Member of GCC must be nominated by two Members of GCC. Such persons must be Ordinary Members, Life Members or Associate Members.

12.3 Further Information

An applicant for membership must provide in writing, any other information in addition to that contained in the application, as the Board requires.

12.4 Determination of Membership Application

12.4.1 The Board will determine the outcome of a membership application or may delegate its power to deal with membership applications to the Secretary or such other duly appointed officer as the Board deems necessary from time to time.

12.4.2 The Board may approve or reject any applicant for membership in the Board’s absolute discretion.

12.4.3 The Board is not required to give or assign any reason or explanation for the approval or rejection of any application for membership.
12.5 Notification of Determination

12.5.1 When an application for membership has been accepted, the Secretary will send to the applicant written notice of the acceptance and will enter the applicant's name in the Register.

12.5.2 When an application for membership is rejected, the Secretary will send to the applicant written notice of the rejection and the subscription fee paid, if any, by that applicant will be refunded in full.

12.6 Membership of Related Entities

12.6.1 The Board may require that any application for membership be supported by evidence of the applicant's commitment to the Objects of GCC set out in Clause 5. Without limiting the Board in the evidence it may require pursuant to this subclause the Board may specify that a member must evidence membership of an entity determined by GCC to be an entity in good fellowship with GCC.

12.6.2 To the extent permitted by GCC in general meeting and in accordance with any limitations so placed upon the Board, the Board may, at any time and as many times as they decide, change the membership criteria.

12.7 Unlimited Members

12.7.1 Subject to Clause 12.7.2, the number of Members of GCC must be not less than one (1) and there is no upper limit.

12.7.2 Notwithstanding anything to the contrary in the Constitution, the number of Honorary Members appointed by the Board shall not be greater than 10% of the total number of members of GCC (regardless of class).

12.8 Register to be Kept

A register of Members shall be kept in accordance with the Law.

12.9 Certificates

12.9.1 A certificate of membership may be issued by GCC to any Member.

12.9.2 Any certificate issued will remain the property of GCC and must be returned to GCC on written demand by the Secretary.

12.10 Membership not Transferable

12.10.1 Membership of GCC is not transferable by operation of law or otherwise.

12.10.2 All rights and privileges of membership of GCC will cease immediately upon a person ceasing to be a Member for any reason.
13 CLASSES OF MEMBERS

13.1 Classes of Membership Generally

GCC has the following classes of membership:

(a) Ordinary Members;
(b) Associate Members;
(c) Life Members; and
(d) Honorary Members.

13.2 Ordinary Members

The Board may, in its absolute discretion, accept into membership as an Ordinary Member any person who satisfies all criteria (if any) set by the Board of GCC including but not limited to:

(a) is a communicant member of a protestant Church and be regularly attending that Church;
(b) is in unconditional and full agreement with the Confessional Creed set out in Clause 6;
(c) has at least one year’s standing as an Associate Member; and
(d) has no outstanding membership fees.

13.3 Associate Members

The Board may, in its absolute discretion, accept into members as an Associate Member any person who satisfies all criteria (if any) set by the Board of GCC including but not limited to:

(a) Is a confessing Christian;
(b) subscribes to the Objects of GCC as set out in Clause 5; and
(c) subscribes to the Confessional Creed set out in Clause 6.

13.4 Life Members

13.4.1 Any Ordinary Member may, upon payment of such fee as recommended by the Board from time to time, apply to become a Life Member.

13.4.2 The fee recommended by the Board from time to time referred to in sub-Clause 13.4.1 shall represent the compounded future membership fees payable by that Ordinary Member.

13.4.3 Notwithstanding anything else in this Clause 13.4, the Board may, in its absolute discretion, award Life Membership to any long-standing Ordinary Member in recognition for their long term contribution to GCC.
13.5 **Honorary Members**

The Board may, in its absolute discretion, accept into membership as an Honorary Member any person who satisfies all criteria (if any) set by the Board of in its absolute discretion.

13.6 **Board May Not Create New Classes of Members without Consent**

The Board may not create any other classes of Members and may not determine or vary the rights and privileges attaching to any classes, particularly as to voting rights of the Members in each class without the express authority of GCC in general meeting.

14 **MEMBERSHIP RIGHTS**

14.1 **Rights of Ordinary Members**

14.1.1 Ordinary Members are entitled to receive notices, attend and vote at all general, annual general or special general meetings of GCC;

14.1.2 Each Ordinary Member has one (1) vote.

14.1.3 An Ordinary Member may not be removed from Membership following a Disciplinary Committee hearing unless the Disciplinary Committee votes unanimously for that Ordinary Member to cease to be a member.

14.2 **Rights of Associate Members**

14.2.1 Associate Members have all the rights of Ordinary Members save and except that an Associate Member may not:
   
   (a) serve on the Board of Directors; or
   
   (b) vote on any amendments to this Constitution except to the extent that any such amendment affects to the rights or duties of Associate Members.

14.2.2 Notwithstanding Clause 14.2.1, an Associate Member may serve on any committee established by the Board when requested and approved by the Board.

14.2.3 Each Associate Member has one (1) vote.

14.2.4 An Associate Member may not be removed from Membership following a Disciplinary Committee hearing unless there is a vote passed by special majority by the Disciplinary Committee for that Associate Member to cease to be a member.

14.3 **Rights of Life Members**

Life Members have all the rights of Ordinary Members referred to in Clause 14.1.
14.4 Rights of Honorary Members

14.4.1 Honorary Members have all the rights of Ordinary Members.

14.4.2 Each Honorary Member has one (1) vote.

14.4.3 An Honorary Member holds his or her membership for one (1) year and is subject to the annual review of the Board at its absolute discretion.

14.5 Election to Board

Only Ordinary Members and Life Members may be appointed to, or seek election to, the Board. This subclause does not limit the capacity of GCC in general meeting to require the composition of the Board to include persons belonging to different classes of Membership.

15 VARYING MEMBERS’ RIGHTS

If the membership of GCC is divided into different classes of Members, the rights attached to any class of membership may be varied only with the written consent of seventy-five per cent (75%) of the Members in that class or with the sanction of a Special Resolution passed at a meeting of the Members of that class.

16 FEES AND LEVIES

16.1 Fees

16.1.1 Subject to Clause 16.1.2, GCC may resolve at any General of Annual Meeting to impose annual membership fees and determine the sum of such fees for each individual class of Members.

16.1.2 Notwithstanding Clause 16.1.1, neither the Board nor GCC may impose annual subscription fees on Life Members or Honorary Members.

16.2 Levies

16.2.1 Subject to Clause 16.2.2, GCC may resolve at any General of Annual Meeting to impose any annual levies and determine the sum of such levies for each individual class of Members.

16.2.2 Notwithstanding Clause 16.2.1, neither the Board nor GCC may impose annual levies on Life Members or Honorary Members.

17 CESSATION OF MEMBERSHIP

17.1 Non-payment of Fees or Levies

If GCC resolves to require payment of fees or levies and if any fees or levies payable by a Member remain unpaid for a period of two (2) calendar months after notice of the default is given to the Member by GCC, that Member may be debarred by
resolution of the Board from all privileges of membership (including the right to vote), provided that the Board may reinstate the Member on payment of all arrears if the Board thinks fit to do so.

17.2 When Membership Ceases

17.2.1 A Member shall cease to be a Member of GCC if:
   (a) the Member resigns that membership by giving notice in writing addressed to the Secretary of GCC and such resignation shall be effective from the date of receipt of the notice by the Secretary;
   (b) the Member dies;
   (c) the Member becomes of unsound mind;
   (d) the Member is expelled from membership by the Board in accordance with Clause 17.3.

17.2.2 In addition to the circumstances set out in sub-Clause 17.2.1, a Member who is also an employee of GCC automatically ceases to be a Member of GCC, regardless of class, if that Member’s employment is terminated by either party and for any reason. A person whose membership ceases in accordance with this Clause 17.2.2 may reapply for membership after one (1) year has elapsed from the termination of their employment. The Board may approve exceptions to this Clause in exceptional circumstances.

17.3 Expulsion of Member

17.3.1 A Member may be expelled from membership in GCC if:
   (a) he or she wilfully refuses or neglects to comply with the provisions of this Constitution; or
   (b) he or she engages in conduct, which, in the opinion of the Board, is injurious or prejudicial to the interests of GCC, including engaging in conduct which substantially falls short of Biblical standards.

17.3.2 If the Board considers that the conduct of a Member warrants expulsion because of one of the reasons listed in sub-clause 17.3.1, the Secretary must give notice in writing to the Member of the proposed expulsion. The notice must:
   (a) set out the full particulars of the conduct in question; and
   (b) advise the person of their right to appeal their expulsion before a Disciplinary Committee, provided that they lodge their appeal in writing to the Secretary within twenty-one (21) days of receiving the notice.

17.3.3 If no appeal is lodged within the time prescribed in sub-clause 17.3.2(b), the Member shall cease to be a Member at the expiration of the twenty-one (21) day period.

17.3.4 If an appeal is lodged within the twenty-one (21) day limit, then the Board shall refer the matter to a Disciplinary Committee which will be convened to consider the appeal. The meeting to consider the appeal must be held within two (2) months of the receipt of the appeal by the Secretary unless the Member and the Disciplinary Committee otherwise agree. The Secretary must inform the Member in writing of the
date, time and venue for the meeting before the Disciplinary Committee at least twenty-one (21) days before the meeting.

17.3.5 The meeting at which the expulsion is considered, the Disciplinary Committee must afford the person appealing a reasonable opportunity to be heard and must consider any representations in writing in relation to the appeal.

17.3.6 At the meeting before the Disciplinary Committee, the Disciplinary Committee may, after having afforded the Member concerned a reasonable opportunity to be heard, expel or decline to expel that Member from membership of GCC and shall communicate that decision in writing to the Member. The Disciplinary Committee may impose a penalty other than expulsion (such as a fine or some form of service order) only if the appellant agrees to accept that other penalty.

17.3.7 A Member who is expelled under sub-clause 17.3.6 from membership of GCC ceases to be a Member upon receipt of written notice of their expulsion.

17.4 Liability for Fees

If fees for membership in GCC are introduced and a Member's membership is terminated for any reason, notwithstanding anything else to the contrary in this Constitution, the Member shall continue to be liable for any annual membership fee and all arrears due and unpaid at the date of the cessation of membership and for all moneys due by that Member to GCC.

18 GENERAL MEETINGS

18.1 Annual General Meeting

An annual general meeting of GCC shall be held no later than the end of April in each year in accordance with the provisions of the Law.

18.2 Business of Annual General Meeting

The business to be transacted at every annual general meeting must include all matters required by the Law and if not expressly required by Law shall include the following unless GCC otherwise resolves:

(a) the receiving of a report on the activities and progress of GCC;
(b) the consideration of the annual financial report, Directors' reports and Auditor's report;
(c) the election of Directors;
(d) the appointment of an Auditor (if required); and
(e) any other business of which proper notice has been given.

18.3 Director may Convene General Meeting

18.3.1 Any Director may, with the written concurrence of one (1) other Director, convene a general meeting.
18.3.2 The notice convening a general meeting shall state the particular matter(s) to be discussed at the meeting. No business other than that specified in the notice shall be transacted at the meeting unless all the Members agree otherwise.

18.4 Board Convening a General Meeting at the Request Of Members

18.4.1 The Board must call and arrange to hold a general meeting at the request of Members with at least five per cent (5%) of the votes that may be cast at a general meeting, or fifty (50) Members, whichever is the lesser, provided that the request from the Members:
(a) states the resolution(s) to be proposed at the meeting;
(b) is signed by the Members making the request; and
(c) is given to GCC.

18.4.2 Such a general meeting must be held no later than two (2) months after the receipt of a duly signed request.

18.5 Notice of General Meeting

18.5.1 A general meeting may only be convened by giving the Members notice of the meeting.

18.5.2 A notice of general meeting does not need to be given to Members who are not entitled to notice of meetings.

18.5.3 A notice of a general meeting must:
(a) be given at least twenty-one (21) days before the date of the meeting unless otherwise agreed by all the Members entitled to notice; and
(b) specify the place, the day and the time of the meeting; and
(c) describe the nature of the business to be transacted at the meeting; and
(d) contain any other information required by the Law.

18.5.4 The Board may postpone a general meeting or change the venue for the meeting by giving written notice to all Members who received the original notice of meeting at least forty-eight (48) hours before the appointed time. That notice must specify the time and place for the postponed meeting.

18.5.5 If a Member does not receive a meeting notice or the Board accidentally omits to give the Member a meeting notice, that omission will not invalidate the proceedings or any resolution passed at the meeting.

19 CONDUCT OF BUSINESS AT GENERAL MEETINGS

19.1 Quorum

19.1.1 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
19.1.2 Unless otherwise determined by the Members in a general meeting, there will be quorum where the number of Members present and entitled to vote is not less than four (4).

19.1.3 A quorum of Members must be present throughout each general meeting. If a quorum is not present at any time, the meeting is not validly convened. This will not affect the validity of any business conducted before the absence of a quorum occurs.

19.2 Procedure where no Quorum

19.2.1 If a quorum is not present within thirty (30) minutes after the time appointed for the meeting:
   (a) where the meeting was convened upon the requisition of Members, the meeting will be dissolved; or
   (b) in any other case, the meeting will be adjourned.

19.2.2 Any meeting adjourned will be rescheduled to take place on a day and at a time and place that the Board decides.

19.2.3 If no Directors are present at the meeting or if no decision is made by the Board, the meeting will take place on the same day and at the same time and place as originally notified but in the next succeeding week.

19.2.4 If at the rescheduled meeting a quorum is not present within thirty (30) minutes after the appointed time, then the meeting will be dissolved unless it is adjourned under Clause 19.5.

19.3 Election of Chairperson

19.3.1 The Board will elect one Director to preside as Chairperson at every general meeting. If the Board has elected a Chairperson of the Board, that person will be deemed to be elected as the Chairperson at every general meeting.

19.3.2 Where a general meeting is held and:
   (a) a Chairperson of the Board has not been elected;
   (b) the Chairperson of the Board is not present within fifteen (15) minutes after the appointed time; or
   (c) the Chairperson of the Board is unwilling to act;
the Members will elect one Member to be Chairperson of the meeting.

19.4 No Casting Vote

The Chairperson does not have a casting vote in addition to any vote the Chairperson has as a Member.

19.5 Adjournment of Meeting

19.5.1 The Chairperson may adjourn any meeting of Members.
19.5.2 An adjournment of a meeting of Members must only be made:
   (a) with the consent of the meeting provided a quorum is present; or
   (b) in the case of an adjournment under sub-clause 19.2.4, with the consent of
       the Members present and entitled to vote; or
   (c) if directed by the meeting to do so.

19.5.3 Any adjournment may change the time or the venue for the meeting.

19.5.4 Only business left unfinished from the adjourned meeting can be transacted at any
       rescheduled meeting.

19.6  Adjournment of Thirty (30) Days

       If a meeting is to be adjourned for thirty (30) days or more, notice of the adjourned
       meeting must be given as if it were an original meeting.

19.7  Adjournment of Less than Thirty (30) Days

       A notice of meeting is not required to be given for an adjourned meeting where the
       adjournment is for less than thirty (30) days.

19.8  Show of Hands or Poll

       At any general meeting, a resolution put to the vote of the meeting shall be decided
       on a show of hands unless a poll is demanded:
       (a) by the Chairperson; or
       (b) by at least three (3) Members present in person or by proxy.

19.9  Declaration on Show of Hands

       If a poll is not demanded, the Chairperson’s declaration that a resolution has been
       carried or lost with an entry to that effect in the minute book is conclusive evidence of
       the fact. It is not necessary to record the number or proportion of votes recorded for
       or against the resolution.

19.10 Poll Requested

       A poll will be taken immediately if one is demanded or at any other time after an
       interval or adjournment or otherwise as the Chairperson decides. The result of the
       poll will be recorded as the resolution of the meeting at which the poll was
       demanded.

19.11 Poll of Chairperson

       Any poll demanded on the election of a Chairperson or on a question of adjournment
       must be taken immediately.
19.12 **Withdraw Poll**

The demand for a poll may be withdrawn at any time.

19.13 **Which Members may Vote**

Only those Members who belong to a class of Members who are entitled to vote at a general meeting whether in person or by proxy will be entitled to vote or participate in a circulating resolution.

19.14 **Voting**

Subject to any rights or restrictions attached to any class of membership:

(a) at meetings of Members or classes of Members, each Member entitled to vote may vote in person or by proxy; and

(b) on a show of hands every person present who is a Member with voting rights, or a representative of a Member with voting rights, has one (1) vote and on a poll, every person present in person or by proxy or attorney has one (1) vote.

19.15 **No Voting Unless Fees Fully Paid**

If fees are introduced for membership, a Member will be entitled to vote at any general meeting only if all fees and levies and other amounts presently payable by the Member have first been paid.

19.16 **Rights of Third Parties to Attend Meetings**

Even if they are not Members of GCC, the following persons have the right to attend any general meeting, and if requested by the Board, to speak at such meeting:

(a) external consultants with expert knowledge in a relevant field who are requested to attend by the Board; or

(b) any other person invited by the Board.

20 **RULES FOR VOTING BY PROXY**

20.1 **Appointment of Proxy**

20.1.1 A person entitled to attend and vote at a meeting of GCC is entitled to appoint a person as the Member’s proxy to attend and vote for the Member at the meeting.

20.1.2 The proxy must be a Member of GCC.

20.1.3 An appointment of a proxy may be revoked at any time before the vote to which the proxy relates is exercised, by written notice delivered to the Secretary for GCC.

20.2 **Proxy in Writing**

Any instrument appointing a proxy must be in writing and signed by:

(a) the appointor; or
20.3 How the Proxy is to Vote

If the document appointing the proxy specifies how the proxy is to vote, or expresses a preference for how the proxy should vote, in relation to a resolution, the proxy may consider such direction or preference in deciding how to vote, but is not bound to vote in accordance with that direction or preference. In deciding how to vote the proxy may exercise its absolute discretion.

20.4 Authority for a Poll

A document appointing a proxy confers the authority to demand a poll.

20.5 Form of Proxy

The appointment of a proxy must be substantially in the form set out in Schedule 4: Appointment of Proxy Form.

20.6 Delivery of Proxy before Meeting

The appointment of a proxy is not valid unless the following documents are received by the Secretary of GCC prior to the commencement of the meeting:
(a) the proxy’s appointment; or
(b) if the appointment is signed by the appointor’s attorney – the authority under which the appointment was signed or a certified copy of the authority.

20.7 Validity of Proxy’s Vote

A vote tendered in accordance with a proxy or power of attorney is valid even if:
(a) the appointor or principal dies or becomes mentally incapacitated; or
(b) the proxy or power of attorney is subsequently revoked in any way.

20.8 Instrument not Valid

An instrument appointing a proxy will not be valid after the expiration of twelve (12) months from the date of its execution.

21 DIRECTORS
21.1 Appointment to the Board

21.1.1 GCC shall be governed by a Board.

21.1.2 Appointment to the Board may only take place in one of the following ways:
(a) by election at an annual general meeting in accordance with Clause 21.3; or
(b) by agreement of a 2/3 majority of the Board, with such appointment to be confirmed by resolution of Members at the next annual general meeting.
21.2 Number of Directors

21.2.1 GCC must have a minimum of six (6) Directors and a maximum of twelve (12) Directors.

21.2.2 GCC may by ordinary resolution passed at a general meeting increase or decrease the number of Directors but must not reduce the minimum number of Directors below three (3) or increase the maximum number of Directors above twelve (12).

21.2.3 Not less than forty per cent (40%) of the members of the Board shall be parents of children of attending GCC.

21.2.4 Notwithstanding any other provision in the Constitution, no Associate Member, registered teacher, principal or other person employed by GCC shall be able to serve on the Board of GCC. The Board may approve exceptions to this Clause 21.2.4 in exceptional circumstances.

21.3 Election of Directors

The election of Directors pursuant to subclause 21.1.2(a) and subject to Clause 14.5 shall take place in the following manner:

(a) Any two (2) Members may nominate any eligible person to serve as a Director of GCC.

(b) The nomination must be in writing and signed by the nominee, the proposer and seconder, and shall be in the form provided in Schedule 2: Director Nomination Form. The nomination shall be provided to the Chairperson or Secretary not less than fourteen (14) days before the annual general meeting at which the election is to take place.

(c) Any Member present, in person or by proxy, and entitled to vote at the annual general meeting shall be entitled to vote in a first-past-the-post secret ballot for the election of Directors to the Board.

21.4 Office of Directors

Each Director shall take office at the first meeting of the Board after the general meeting at which he or she is elected.

21.5 Retirement of Directors

Each member of the Board of Directors shall serve for a period of not more than two (2) years before being required to retire.

21.6 Eligibility to Re-nominate

A retiring Director shall be eligible for re-election following re-nomination.
21.7 **Re-election of Retiring Directors**

GCC may, at the meeting at which a Director so retires, by resolution, fill the vacated office by electing a person to that office. If that office is not so filled, the retiring Director shall, if offering himself or herself for re-election and not being disqualified under the Law from holding office as a Director, be deemed to have been re-elected unless at that meeting:

(a) it is expressly resolved not to fill the vacated office; or
(b) a resolution for the re-election of the Director is put and lost.

21.8 **Removal of Director**

21.8.1 GCC in general meeting may by ordinary resolution remove any Director and appoint another Director as a replacement.

21.8.2 Any Director so appointed shall hold office in the manner as specified in Clause 21.10.

21.9 **Vacancy in Board**

The office of a Director becomes vacant if:

(a) required by the Law;
(b) the Director is removed under these Rules;
(c) the Director dies or becomes mentally incapacitated or the Director’s estate is liable to be dealt with under a law relating to mental health;
(d) the Director becomes bankrupt or makes any arrangement or composition with creditors; or
(e) the Director resigns or ceases to be a Member; or
(f) the Director is absent from three (3) consecutive meetings of the Board without leave of the Board.

21.10 **Filling of Vacancy**

If there is a vacancy on the Board, the Board may appoint any such Member as it thinks fit to fill the vacancy. The person so appointed shall hold office, subject to the rules in this Constitution, until the conclusion of the next annual general meeting following the date of his or her appointment.

21.11 **Reimbursement of Expenses**

Subject to the approval of the Board, a Director shall be entitled to be reimbursed out of the funds of GCC for all reasonable expenses properly incurred by them:

(a) in attending Board or committee meetings;
(b) in attending general meetings of GCC; or
(c) in connection with GCC’s business.
22  POWERS AND DUTIES OF THE BOARD
22.1 Powers and Duties of the Board

Subject to the Law and to any other provisions of this Constitution, the Board:
(a) will have control and management of the activities, property, and funds of GCC;
(b) must pay all expenses incurred in forming GCC; and
(c) may exercise all the powers of GCC except any powers that, by the Law or by this Constitution, are required to be exercised by GCC in general meeting.

22.2 Specific Powers of Board

Without limiting the generality of Clause 22.1, the Board shall have the following powers:
(a) to make, alter or repeal by-laws as to:
   (i) the management of GCC and the affairs thereof;
   (ii) the duties of any officers or servants of GCC;
   (iii) the conduct of business by the Board or any subcommittee; or
   (iv) any of the matters or things within the power or under control of the Board.

No by-law may be inconsistent with this Constitution or with the provisions of the Law. Any by-law in relation to any subcommittee responsible for the management of a tax deductible fund must not be inconsistent with the conditions of such tax deductibility;
(b) to authorise any Director or other person nominated by the Board to sign all cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and to sign all receipts for money paid to GCC as the case may be; and
(c) to authorise payment by GCC of an insurance premium in respect of liability incurred as an officer of GCC to which Section 212 of the Law refers.

22.3 Minutes

The Board must ensure that proper minutes are made of:
(a) all general meetings of GCC;
(b) all appointments of officers;
(c) the proceedings of all general meetings;
(d) the attendance at and business transacted at general meetings;
and the minutes of any meeting, if purporting to be signed by the Chairperson of the meeting or by the Chairperson of the next succeeding meeting, will be conclusive evidence of the matters recorded in them without any further proof.

23  SUBCOMMITTEES
23.1 Power to Establish Subcommittees

23.1.1 The Board may delegate any of its powers and functions (not being duties imposed on the Board as the Directors of GCC by the Law or the general law) to one or more subcommittees consisting of such members of the Board as the Board thinks fit.
23.1.2 Any subcommittee so formed shall conform to any rules or by-laws that might be imposed by the Board and shall have power to co-opt such persons as it thinks fit.

23.1.3 Any subcommittee is established to oversee a tax deductible fund must conduct that fund in accordance with all and any relevant requirements under the law and any lawful requirements of the Australian Taxation Office.

23.2 Disciplinary Subcommittee

23.2.1 The Board may from time to time establish a Disciplinary Committee which will consist of three (3) Members.

23.2.2 The Disciplinary Committee must be provided with such resources as are reasonably necessary to discharge its duties including independent legal advice and assistance.

24 PROCEEDINGS OF THE BOARD

24.1 Regulation of Meeting

24.1.1 The Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit.

24.1.2 Two (2) or more Directors, or the Chairperson alone, may, at any time call a meeting, and the Secretary shall, on their or his or her requisition, summon a meeting of the Board.

24.2 Notice of Meeting

Notice of every meeting of the Board, stating in general terms all business to be considered at such meeting, shall be sent to each Director at least three (3) days before such meeting is due to be held unless urgent circumstances require shorter notice.

24.3 Decisions by Majority

24.3.1 Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes. A determination by a majority of the Directors present shall, for all purposes, be deemed to be a determination of the Board.

24.3.2 In case of an equality of votes, the Chairperson of the meeting shall have not only a deliberative vote but also a casting vote.

24.4 Quorum

24.4.1 The quorum necessary for the transaction of the business of the Board must be a majority of the total number of Directors.
24.4.2 A quorum must be present throughout each meeting of the Board. If a quorum is not present at any time, the meeting is not validly convened but this does not affect the validity of any business conducted before the absence of a quorum occurs.

24.5 Board to Continue to Act

24.5.1 If a vacancy on the Board occurs, the remaining Directors on the Board may continue to act.

24.5.2 If the number of remaining Directors is insufficient to constitute a quorum, the Board may act only for the purpose of increasing the number of Directors to that required to constitute a quorum or to convene a general meeting.

24.6 Validity of Acts of Board

All acts done by any meeting of the Board or by any person acting as a Director will be valid even if it subsequently becomes known:
(a) that there was some defect in the appointment of a person to the position of a Director; or
(b) that a person appointed as a Director was disqualified from doing so.

24.7 Resolution in Writing

24.7.1 The Directors may pass a resolution without a Directors' meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.

24.7.2 Separate copies of a document may be used for signing by the Directors if the wording of the resolution and the statement is identical in each copy.

24.7.3 The resolution is passed when the last Director signs.

24.8 Electronic Communication

24.8.1 For the purposes of this Constitution, the contemporaneous linking together by Instantaneous Communication Device of a number of Directors being not less than the quorum (whether or not any one or more of the Directors is out of Australia), shall be deemed to constitute a meeting of the Board duly convened and held with persons actually present so long as:
(a) all the Directors being entitled to receive notice of the Directors' meeting shall receive notice of such a meeting and such notice may be given by any means authorised by this Constitution;
(b) each of the Directors taking part in the meeting by Instantaneous Communication Device must be able to hear the Chairperson and each of the other Directors taking part during the meeting; and
(c) at the commencement of the meeting, each Director must acknowledge his or her presence to all the other Directors taking part.
24.8.2 A Director may not leave the meeting by disconnecting his or her Instantaneous Communication Device unless he or she has previously obtained the express consent of the Chairperson of the meeting.

24.8.3 A Directors’ meeting by Instantaneous Communication Device shall not be invalidated by any voluntary or involuntary disconnection of a participant, provided that sufficient persons are still able to hear each other to constitute a quorum.

24.8.4 A minute of the proceedings at a meeting by Instantaneous Communication Device shall be prepared by the Secretary or such duly appointed person and shall be prima facie evidence of the proceedings and of the observance of all necessary formalities if certified as a correct minute by the Chairman of the meeting.

25 CHAIRPERSON

25.1 Election of Chairperson

The Chairperson shall be elected for one (1) year by a majority decision of the Board from their number at the first meeting after each annual general meeting.

25.2 Chairperson to Preside

25.2.1 If the Directors have elected one of their number as Chairperson of their meetings, he or she shall preside as Chairperson at every general meeting.

25.2.2 Where a general meeting is held and:
(a) a Chairperson has not been elected as provided by Clause 25.1; or
(b) the Chairperson is unwilling to act or unable to attend the meeting;
the Members present may elect one of their number to be Chairperson of the meeting.

25.2.3 The Chairperson shall have the casting vote in the event of a tied vote.

25.3 Chairperson’s Membership of Subcommittees

The Chairperson is an ex-officio member of all subcommittees from time to time created and shall be notified of the time and place of all meetings of subcommittees unless the Chairperson or the Board otherwise directs.

26 SECRETARY

26.1 The Secretary will be appointed by the Board on terms and conditions determined by the Board.

26.2 The Board may appoint a person as an additional Secretary or as acting Secretary or as a temporary substitute for the Secretary who will, for the purposes of these Rules, be deemed to be the Secretary.

26.3 The Board may at any time remove or replace the Secretary.
26.4 The Secretary does not have the right to vote unless the Secretary is also a Director.

27 INTERESTED DIRECTORS

27.1 Notice Requirements

Provided that a Director of GCC who is in any way directly or indirectly interested in a contract or proposed contract with GCC, or in any contract or arrangement entered into by or on behalf of GCC, has declared the nature of his or her interest at a meeting of the Board, and the Board has passed a resolution that:
(a) specifies the Director and their interest in the matter; and
(b) states that the Directors voting for the resolution are satisfied that the interest should not disqualify the Director from considering or voting on the matter;
then:
(c) such a Director shall not be disqualified by his or her office from contracting with GCC either as vendor, purchaser, or otherwise;
(d) no contract made by that Director with GCC and no contract or arrangement entered into by or on behalf of GCC in which that Director is in any way interested shall be voided by reason only of such Director holding his or her office or of the fiduciary relationship thereby established;
(e) the Director so contracting or being so interested shall not be liable to account to GCC for any profit realised by such contract or arrangement or by reason only of such Director holding his or her office or of the fiduciary relationship thereby established; and
(f) such Director may in respect of any contract or arrangement in which he or she is so interested may:
   (i)  vote;
   (ii) execute any deed or document on behalf of GCC; and
   (iii) count in a quorum.

27.2 Sufficient Disclosure

A general notice that a Director is a Director or Member of any specified Company or firm is to be regarded as interested in all subsequent transactions with such Company or firm and shall be sufficient disclosure under these Rules in relation to any contract, proposed contract or arrangement so made by such Company or firm.

27.3 Other Office May be Held

A Director may hold any other office or place of profit, except that of auditor, in GCC in conjunction with his or her directorship and may be appointed upon such terms as to remuneration, tenure of office or otherwise as the Board decides.

28 SIGNING ON BEHALF OF GENESIS CHRISTIAN COLLEGE LTD

28.1 Signing by Company

GCC may execute a document without using a common seal if the document is signed by:
(a) two (2) Directors of GCC; or
(b) a Director and the Secretary of GCC.

28.2 Common Seal

GCC may use a common seal. If the seal is affixed to a document, the seal is to be witnessed by:
(a) two (2) Directors of GCC; or
(b) a Director and the Secretary of GCC.

29 ACCOUNTS

29.1 Proper Records to be Kept

The Board must ensure that proper accounting and other records are kept.

29.2 Annual Financial Reporting to Members

GCC must report to its Members for a financial year by either:
(a) sending Members copies of:
   (i) the financial report for the year; and
   (ii) the directors’ report for the year; and
   (iii) the auditor’s report on the financial report; or
(b) sending all Members a concise report for the year that complies with the Law; using any of the methods referred to in sub-clause 31.1.

29.3 General Bank Account

The Board shall be responsible for ensuring that all receipts and payments are processed as required by Law and good management practices but may, subject to the approval of GCC’s auditor, adopt such methods of receipts, payments and practices as it sees fit.

29.4 Accounts in Relation to Tax Deductible Funds

GCC and any subcommittee of GCC must conduct all and any accounts in relation to tax deductible funds in accordance with the conditions of such tax deductibility and must keep the Auditor of such funds aware of all and any particular obligations in relation to such funds.

30 AUDIT

GCC must appoint a properly qualified Auditor who shall report and otherwise discharge his or her duties as Auditor of GCC under the Law.
31 NOTICES

31.1 Form of Notice

A notice is to be given by GCC to the intended recipient by sending it either:
(a) by post to the intended recipient’s registered address; or
(b) by facsimile to the intended recipient’s registered facsimile number; or
(c) by email to the intended recipient’s email address; or
(d) by any other means authorised by the Law.

31.2 Notice by Post

Where a notice is sent by post, service of the notice shall be deemed to be effective by properly addressing, prepaying and posting a letter containing the notice, whether the notice forms part of or is accompanied by other material, and to have been effected in the case of a notice of a meeting, on the day after the date of its posting, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

31.3 Notice by Facsimile

Where a notice is sent by facsimile, service of the notice shall be deemed to be effected on the date of its transmission.

31.4 Notice by Email

Where a notice is sent by email, service of the notice shall be deemed to be effected when notification that the email has been delivered is received from the Member’s email server.

31.5 Manner of Notice

Notice of every general meeting shall be given in any manner authorised in this Constitution to every Member eligible to attend and whether or not eligible to vote at general meetings and whose name and address are recorded in the Register.

31.6 Irregularity May Not Invalidate Meeting

The accidental omission to give notice of the meeting or the non-receipt by a Member of a notice of meeting shall not invalidate the proceedings at any meeting of GCC.

32 INDEMNITY

32.1 Indemnity against Liability

To the extent permitted by the Law, GCC shall indemnify every person who is, or who has been a Director or officer of GCC against:
(a) any liability incurred by them in their capacity as a Director or officer, to a person other than GCC, except where the liability relates to a wilful breach or a contravention of Sections 181-184 of the Law;
(b) any liability for legal costs or expenses incurred by them in defending any proceedings in which judgement is given in their favour; and
(c) any liability for legal costs or expenses incurred by them in defending any proceedings in which they are acquitted or the Court grants relief in their favour.

32.2 Insurance

To the extent permitted by the Law, GCC may insure or pay any premiums on a policy of insurance for a Director or officer of GCC against any liability for which GCC indemnifies the Director or Officer under Clause 32.1.

32.3 Resolution to Grant Indemnity

A Director may vote in favour of a resolution that GCC grant an indemnity pursuant to Clause 32.1, take insurance or pay the premiums on an insurance policy pursuant to Clause 32.2 even though the Director has a direct and material interest in the outcome of that resolution.

33 ALTERATION OF CONSTITUTION

This Constitution or any other constitution for the time being in force, may be altered, rescinded, or repealed and a new constitution may be adopted by special resolution passed by at least seventy five per cent (75%) of the votes cast by members of GCC present in person or by proxy and entitled to vote on the resolution in a general meeting in the manner prescribed by the Law.

34 AMALGAMATION

34.1 Amalgamation Generally

In furtherance of the objects of GCC, GCC may amalgamate with any one or more organisations having objects similar to those of GCC and which shall prohibit the distribution of its income and property amongst its members and which is a fund, authority, or institution which is endorsed as a deductible gift recipient under Subdivision 30-B of the Income Tax Assessment Act 1997 (Cth) or is exempt from income tax under Section 50-5 of the Income Tax Assessment Act 1997 (Cth).

34.2 Amalgamation if There is a Tax Deductible Fund

Notwithstanding the general provision set out in Clause 34.1, if GCC conducts any funds which are tax-deductible, procedures must be put in place and notifications given to ensure that the conditions of such tax deductibility are not breached upon amalgamation.
REVOCATION OF DGR STATUS

If the endorsement of GCC as a deductible gift recipient is revoked, the following shall be transferred to another organisation to which income tax deductible gifts can be made – any surplus:

(a) gifts of money or property for the principal purpose of the organisation;
(b) contributions made in relation to an eligible fundraising event held for the principal purpose of the organisation; and
(c) money received by the organisation because of such gift and contributions.
Schedule 1: Details of Directors and Secretary

Directors

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<thead>
<tr>
<th>Name</th>
<th>Occupation</th>
<th>Date of Birth</th>
<th>Place of Birth</th>
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Secretary

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<th>Place of Birth</th>
<th>Address</th>
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</thead>
</table>
Schedule 2: Director Nomination Form

I, ......................................................, whose signature appears below hereby consent to my nomination for election as a Director of Genesis Christian College Ltd subject to the terms of the Constitution of Genesis Christian College Ltd.

I certify that I am an Ordinary Member* / Life Member of Genesis Christian College Ltd.

Signed this ..........day of ..............................................20....

...........................................
Nominee for Director sign here

*Strike out whichever is not applicable.

Nomination

I .................................................................being a member of Genesis Christian College Ltd, hereby certify that the above named applicant is a person suitable to be a Director of Genesis Christian College Ltd.

Signed this ..........day of ..............................................20....

...........................................
Proposer signs here

I .................................................................being a member of Genesis Christian College Ltd, hereby certify that the above named applicant is a person suitable to be a Director of Genesis Christian College Ltd.

Signed this ..........day of ..............................................20....

...........................................
Seconder of proposal signs here
I, ..................................................., of [address], hereby apply to become a member of Genesis Christian College Ltd.

The class of membership to which I seek to be admitted is Ordinary Member* / Life Member* / Associate Member* / Honorary Member.

I agree to be bound by the terms of the Constitution of Genesis Christian College Ltd and supply to the board such information as it may reasonably require to assess this application for membership.

Signed this ........day of .................................................20....

..........................................................................
[Signature of applicant]

*Strike out whichever is not applicable.
Schedule 4: Appointment of Proxy Form

I, ..............................................................................................................................................................................
of...................................................................................................................... being a member of Genesis Christian College Ltd entitled to vote hereby appoint ..............................................of ............................................................................................................................................................................or failing him or her ............................................................................................................................................................................as my proxy to vote for me on my behalf at the (annual or special as the case may be) general meeting of Genesis Christian College Ltd to be held on the ......................day of.................20...... and at any adjournment thereof.

My proxy is directed to vote *in favour of/*against the following resolutions:

...........................................................................................................................................................................................................................................................................................................................

Signed this ........day of ...............................................2010

Note - In the event of the member desiring to vote for or against any resolution, he or she shall instruct his or her proxy accordingly. However, the proxy retains the absolute discretion to vote as he or she thinks fit.

*Strike out whichever is not applicable.

...........................................................................................................................................................................................................................................................................................................................

Member or Authorized Officer or Director granting proxy signs here