



Montessori School Limited
ACN 010 233 333
Constitution

a Public Company Limited by Guarantee

MONTESSORI SCHOOL LTD CONSTITUTION

Table of Contents

1. DEFINITIONS AND INTERPRETATION.....	5
1.1 DEFINITIONS.....	5
1.2 INTERPRETATION.....	5
2. EFFECT OF THE CONSTITUTION	6
3. OBJECTS.....	6
4. CONTRIBUTION IN THE EVENT OF WIND UP.....	6
5. PROMOTION OF OBJECTS.....	6
6. WINDING UP OR DISSOLUTION	6
7. MEMBERSHIP	6
7.1 MEMBERS.....	6
7.2 APPLICATION FOR MEMBERSHIP	6
7.3 FURTHER INFORMATION.....	7
7.4 DETERMINATION OF DIRECTORS	7
7.5 ENTRANCE FEE	7
7.6 NOTIFICATION OF ACCEPTANCE	7
7.7 MEMBERSHIP NOT TRANSFERABLE.....	7
8. FEES AND LEVIES.....	7
8.1 FEES.....	7
8.2 LEVIES.....	7
8.3 DIFFERENT FEES OR LEVIES PAYABLE.....	7
9. VARYING MEMBERS' RIGHTS.....	7
9.1 SPECIAL RESOLUTION.....	7
9.2 RULES APPLYING TO MEETINGS OF CLASS MEMBERS.....	7
10. CESSATION OF MEMBERSHIP.....	7
10.1 NON PAYMENT OF FEES OR LEVIES	7
10.2 CESSATION OF MEMBERSHIP	8
10.3 CONTINUING RIGHTS, LIABILITIES ETC.....	8
10.4 NON-COMPLIANCE WITH CONSTITUTION, MISCONDUCT.....	8
11. POWERS.....	8
11.1 EXERCISE OF POWERS	8
12. GENERAL MEETINGS.....	8
12.1 ANNUAL GENERAL MEETING.....	8
12.2 BUSINESS AT AN ANNUAL GENERAL MEETING	8
12.3 DIRECTORS MAY CONVENE.....	8
12.4 DIRECTOR'S CONVENING A GENERAL MEETING AT THE REQUEST OF MEMBERS	8
12.5 FORM OF THE MEMBERS REQUEST.....	9
12.6 DIRECTORS REFUSAL TO CONVENE.....	9
12.7 MEMBERS MAY CONVENE.....	9
12.8 NOTICE OF GENERAL MEETING.....	9
12.9 QUORUM	9
12.10 DETERMINE A QUORUM.....	9
12.11 PROCEDURE WHERE NO QUORUM	9
12.12 MINUTES	9
12.13 CHAIRMAN	9
12.14 ELECTION OF CHAIRMAN.....	9
12.15 ADJOURNMENT OF MEETING	10
12.16 ADJOURNMENT OF MEETINGS.....	10

MONTESSORI SCHOOL LTD CONSTITUTION

12.17	SHOW OF HANDS OR POLL	10
12.18	DECLARATION ON SHOW OF HANDS	10
12.19	EQUALITY OF VOTES	10
12.20	DEMAND FOR POLL	10
12.21	POLL FOR CHAIRMAN	10
12.22	WITHDRAW POLL	10
12.23	VOTING – PERSON OR PROXY	10
12.24	MEMBERS RIGHT TO VOTE	10
12.25	QUALIFICATION OF MEMBER	10
12.26	OBJECTIONS REFERRED TO CHAIRMAN	10
12.27	VALID VOTE.....	10
12.28	CIRCULAR RESOLUTION	10
12.29	ANNUAL GENERAL MEETING AND GENERAL MEETINGS AT TWO OR MORE PLACES.....	11
13.	RULES FOR VOTING BY PROXY	11
13.1	ONLY MEMBERS ENTITLED TO VOTE SHALL VOTE	11
13.2	PROXIES	11
13.3	ATTORNEYS.....	11
13.4	REPRESENTATIVE NEED NOT BE A MEMBER	11
13.5	INSTRUMENT IN WRITING	11
13.6	MANNER THE PROXY IS TO VOTE.....	11
13.7	AUTHORITY FOR A POLL	11
13.8	FORM OF PROXY	11
13.9	DELIVERY OF PROXY BEFORE MEETING.....	11
13.10	INSTRUMENT NOT VALID.....	12
14.	APPOINTMENT, REMOVAL AND REMUNERATION OF DIRECTORS.....	12
14.1	NUMBER OF DIRECTORS	12
14.2	APPOINTMENT OF NEW DIRECTOR	12
14.3	ELECTION OF ELECTED DIRECTORS.....	12
14.4	ROTATION OF ELECTED DIRECTORS.....	12
14.5	RE-ELECTION OF RETIRING DIRECTORS	13
14.6	REMOVAL OF DIRECTOR	13
14.7	REIMBURSEMENT OF EXPENSES	13
14.8	VACATION OF DIRECTOR'S OFFICE.....	13
15.	POWERS AND DUTIES OF DIRECTORS.....	13
15.1	DIRECTORS MANAGE THE BUSINESS.....	13
15.2	ALL POWERS	13
15.3	APPOINTMENT OF ATTORNEY	13
15.4	PROVISIONS OF POWER OF ATTORNEY	13
15.5	CHEQUES AND PROMISSORY NOTES.....	13
16.	PROCEEDINGS OF DIRECTORS.....	14
16.1	USE OF TECHNOLOGY	14
16.2	DIRECTORS MEETINGS.....	14
16.3	QUORUM	14
16.4	VACANCY IN THE OFFICE OF DIRECTOR	14
16.5	OFFICE OF CHAIRMAN	14
16.6	APPOINTMENT OF CHAIRMAN	14
16.7	EQUALITY OF VOTES	14
16.8	CIRCULAR RESOLUTION.....	14
16.9	DOCUMENTS FORMING RESOLUTION	14
16.10	REMEDY OF DEFECTS	15
16.11	MINUTES.....	15
17.	ALTERNATE DIRECTORS.....	15
17.1	APPOINTMENT OF AN ALTERNATE.....	15

MONTESSORI SCHOOL LTD CONSTITUTION

17.2	NOTICE OF MEETINGS.....	15
17.3	POWER OF ALTERNATE	15
17.4	TERMINATION OF APPOINTMENT.....	15
17.5	VACATION OF OFFICE	15
17.6	RESPONSIBILITY	15
17.7	NO REMUNERATION	15
18.	COMMITTEE	15
18.1	DELEGATION TO COMMITTEE.....	15
18.2	POWERS OF COMMITTEE	15
18.3	COMMITTEE CHAIRMAN	15
18.4	ELECTION OF CHAIRMAN	15
18.5	DECISION BY MAJORITY	16
18.6	EQUALITY OF VOTES	16
18.7	COMMITTEE TO SELF REGULATE.....	16
19.	COMMON SEAL	16
19.1	ELECTION TO ADOPT COMPANY SEAL	16
19.2	DUPLICATE COMMON SEAL	16
19.3	PROHIBITED USE.....	16
20.	SECRETARY.....	16
20.1	APPOINTMENT	16
21.	INTERESTED DIRECTORS.....	16
21.1	INTERESTED DIRECTORS NOT DISQUALIFIED	16
21.2	SUFFICIENT DISCLOSURE.....	16
21.3	OTHER OFFICE MAY BE HELD.....	17
21.4	PROFESSIONAL DIRECTOR MAY ACT.....	17
22.	ACCOUNTS AND AUDIT	17
22.1	PROPER RECORDS KEPT	17
22.2	MEMBERS TO HAVE ACCESS.....	17
22.3	AUDITOR	17
23.	RESERVES	17
23.1	GENERAL.....	17
24.	NOTICES	17
24.1	FORM OF NOTICES	17
24.2	METHOD AND ADDRESS FOR GIVING NOTICES	17
24.3	TIME OF RECEIPT.....	17
24.4	OBJECTION TO FACSIMILE	18
24.5	ADVERTISEMENT REQUIRED.....	18
24.6	ELIGIBILITY TO RECEIVE NOTICES	18
24.7	NO OTHERS.....	18
25.	INDEMNITY	18
25.1	DIRECTOR AGAINST LIABILITY	18
25.2	PAYMENT OF INSURANCE.....	18
25.3	RESOLUTION TO GRANT INDEMNITY	18

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

"**Company**" means Montessori School Limited;

"**Constitution**" means those rules for the operation of the Company set forth in this Constitution agreement and as amended, modified or supplemented from time to time;

"**Directors and Board**" means all or any number of the Directors for the time being of the Company acting in accordance with these Rules;

"**Elected Directors**" means those Directors appointed by the Members from amongst the Members;

"**Act**" means the *Corporations Act 2001* (Cth) (as amended, modified or enacted from time to time);

"**Member**" means any natural person whose name appears in the Register as a Member of the Company;

"**Notice Address**" means in respect of each Member or Director the last address for that person as recorded in the records of the Company;

"**Office or the Registered Office**" means the Registered office for the time being of the Company;

"**Ordinary Resolution**" means a resolution passed by a simple majority of Members;

"**Register**" means the Register of Members of the Company required to be kept by section 169 of the Act;

"**Related Body Corporate**" of a body corporate is a body corporate which is related to that body corporate within the meaning of the Act;

"**Rules**" means the provisions of this Constitution as amended, modified or supplemented;

"**School**" means the school carried on by the Company in accordance with the objects of the Company as outlined in Rule 3;

"**Secretary**" means the Company Secretary and any assistant or acting Secretary and any other person for the time being appointed to perform whether alone or in addition to any other person or persons the duties of Secretary of the Company;

"**Special Resolution**" shall have the meaning assigned to that expression by section 9 of the Act; and

"**in writing and written**" includes printing, lithography and other modes of reproducing or representing words in a visible form.

1.2 Interpretation

In the interpretation of this Constitution, unless the context or subject matter otherwise require:

- (a) singular includes plural and vice versa;
- (b) any gender includes every gender;
- (c) a reference to a person includes corporations, trusts, associations, partnerships, a government authority, and other legal entities, and where necessary, include successor bodies;
- (d) references to writing include printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible form, in English;
- (e) references to signature and signing include due execution of a document by a corporation or other relevant entity;
- (f) references to days and months mean calendar days and months respectively;
- (g) 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;
- (h) references to sections of statutes or terms defined in statutes refer to corresponding sections or defined terms in amended, consolidated or replacement statutes;
- (i) headings and the table of contents are used for convenience only and are to be disregarded in the interpretation of this Constitution;
- (j) where any word or phrase is given a defined meaning, another grammatical form of that word or phrase has a corresponding meaning;
- (k) each paragraph or sub-paragraph in a list is to be read independently from the others in the list;
- (l) reference to "Rule" means a clause number or sub-clause of the Constitution;
- (m) a reference to an agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time; and
- (n) a reference to a party includes that party's executors, administrators, substitutes, successors and permitted assigns.

2. EFFECT OF THE CONSTITUTION

This Constitution shall have effect as a contract:

- (a) between the Company and each Member;
- (b) between the Company 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.

3. OBJECTS

The objects of the Company are to:

- (a) conduct a school based on the Montessori principles in Brisbane in the State of Queensland including classes at playgroup, preschool, primary and secondary level (hereinafter called the School);
- (b) carry on or promote any such other activities educational or otherwise as may appear to the Company to be of benefit to the School or any particular section of the School.

4. CONTRIBUTION IN THE EVENT OF WIND UP

Every Member of the Company undertakes to contribute to the property of the company, in the event of its being wound up while he is a Member or within one (1) year after he ceases to be a Member, for payment of the debts and liabilities of the company contracted before he 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 not exceeding \$50.

5. PROMOTION OF OBJECTS

The income and property of the Company however derived shall be applied solely for the benefit and promotion of the Company's objects and no portion thereof shall be:

- (a) paid or transferred directly or indirectly by way of dividends, bonus or otherwise to the Members of the Company; 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:

- (a) payment in good faith of reasonable and proper remuneration to any Director, officer or servant of the Company or to any Member of the Company in return for any services rendered to the Company;
- (b) the payment of interest at a rate not exceeding the rate charged by the Company's bankers on overdrawn accounts on any money lent to the Company by any Member, Director or officer;
- (c) in the case of any Director who is engaged by the Company as an executive Director, consultant or servant of the Company, such remuneration as is reasonable and proper for the services provided to the Company;
- (d) the repayment of reasonable out-of-pocket expenses, properly incurred by any Director; or
- (e) payment of a reasonable rental for premises demised or let by any Member to the Company.

6. WINDING UP OR DISSOLUTION

If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the Members of the Company but shall be given or transferred to some other organisation having objects similar to the objects of this Company and which shall prohibit the distribution of its or their income and property amongst its or their Members and also is a fund, authority or institution approved by the Commissioner of Taxation as a benevolent institution for the purposes of income tax, sales tax, fringe benefits tax or otherwise under the provisions of any applicable income tax legislation including the *Income Tax Assessment Act 1997*.

7. MEMBERSHIP

7.1 Members

The subscribers to these Rules and such other persons as the Directors shall admit to membership in accordance with the Constitution shall be Members of the Company.

7.2 Application for membership

- (a) Membership of the Company shall be limited to parents, or legal guardians, of students currently enrolled at the School.
- (b) Associate membership shall be open to friends and supporters of the School, former students and their families and shall not afford the member voting rights within the Company.

- (c) Every applicant for membership of the Company (other than the subscribers to the Constitution) shall execute and deliver to the Company an application for membership in such form as the Directors from time to time determine together with the entrance fee (if any) determined by the Directors.
- (d) Subject to Rule 11, the Members have the power from time to time to create by ordinary resolution at a General Meeting of the Company such classes of Members and to determine the rights and privileges attaching to those classes including but not limited to the voting rights of those Members.

7.3 Further information

An applicant for membership shall provide in writing such other information in addition to that contained in the application as the Directors require.

7.4 Determination of Directors

The Directors shall determine upon the admission or rejection of an applicant.

7.5 Entrance fee

The Directors may from time to time determine any entrance fee payable by Members on application for membership of the Company and until so determined no entrance fee shall be payable.

7.6 Notification of acceptance

When an applicant has been accepted for membership the Secretary shall forthwith send to the applicant written notice of his acceptance and shall enter the applicant's name in the Register. When an application is rejected the Secretary shall forthwith send to the applicant written notice of such rejection and the entrance fee paid, if any, by such applicant shall be refunded to him in full.

7.7 Membership not transferable

Membership of the Company shall not be transferable whether by operation of law or otherwise and all rights and privileges of membership of the Company shall cease upon the Member ceasing to be such whether by resignation, death, winding-up or otherwise.

8. FEES AND LEVIES

8.1 Fees

Members shall pay annual membership fees and such other fees in such amounts and at such times as the Directors may from time to time determine.

8.2 Levies

In order to provide additional funds required for the operation of the company the Directors may determine that levies are to be paid by Members and may fix the amount and the dates for payment thereof but until so determined no levies shall be payable by Members.

8.3 Different fees or levies payable

In determining fees or levies under this Rule, the Directors may differentiate between classes of Members as to the amounts of fees or levies payable.

9. VARYING MEMBERS' RIGHTS

9.1 Special Resolution

If at any time the membership of the Company is divided into different classes of Members, the rights attached to any class (unless otherwise provided by the terms of issue of the members of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of 75% of the Members of that class all with the sanction of a Special Resolution passed at a meeting of those Members of that class.

9.2 Rules applying to meetings of class Members

The provisions from time to time contained in these Rules as to meetings shall apply mutatis mutandis to every such meeting so that the necessary quorum shall be two (2) Members of the class or a proxy or representative of such a Member. Any Member of the class present in person or by proxy or by a representative may demand a poll.

10. CESSATION OF MEMBERSHIP

10.1 Non payment of fees or levies

If any fees or levies payable by a Member shall remain unpaid for a period of two (2) calendar

Months from the due date, that Member may be debarred by resolution of the Directors from all privileges of membership (including the right to vote), provided that the Directors may reinstate the Member on payment of all arrears if the Directors think fit to do so.

10.2 Cessation of membership

A Member's membership of the Company shall cease:

- (a) if the Member resigns that membership by giving notice in writing addressed to the Secretary of the Company and such resignation shall be effective from the date of receipt of the notice by the Secretary;
- (b) if the Member's membership is terminated under these Rules and such termination shall be effective from the date of the resolution of the Directors;
- (c) when the Member no longer has a child at the School his membership shall be deemed to cease as at the date of the last child leaving the School and no refund of subscription is applicable for the remainder of the year. The member is then automatically entitled to be considered for associate membership and if associate membership is granted by the Directors no additional fees would be payable for the balance of the year;
- (d) notwithstanding the provisions of Rule 10.2 (c), if a member has been elected to the Board of Directors and that member's last child has left the School, that member's membership of the company may, with the approval of the Board of Directors, be extended to the next Annual General Meeting or for such shorter period of time as the Board of Directors may determine.

10.3 Continuing rights, liabilities etc.

The termination of a Member's membership (whether by resignation or expulsion) shall not in any way prejudice, lessen or affect the rights, duties, liabilities and obligations of a Member whether they arise under these Rules or otherwise and are existing at the date of such termination or may arise or crystallise after that date out of or by reason of facts or circumstances occurring or in existence at or before that date and in particular (but not by limitation) such termination shall not relieve a Member from any obligation to record or account for or pay any levies or fees referred to in Rule 8.

10.4 Non-compliance with Constitution, misconduct

If any Member shall wilfully refuse or neglect to comply with the provisions of the Constitution of the Company or shall be guilty of any conduct which in the opinion of the Directors is unbecoming of the Member or prejudicial to the interest of the Company, the Directors may by resolution censure, suspend or expel the Member from the Company provided that the Member shall be given at least one (1) week's notice of the meeting of the Directors at which such a resolution is to be put and of what is alleged against him and of the intended resolution, and provided further that he has the opportunity of giving orally or in writing any explanation or defence he may think fit at such meeting, before the passing of such resolution. AND PROVIDED FURTHER that any such member may by notice in writing lodged with the Secretary at least twenty-four (24) hours before the time for holding of that meeting at which the resolution is to be considered by the Directors, elect to have the question dealt with by the company in general meeting and in that event a General Meeting of the Company shall be called forthwith for the purpose and if at the meeting such a resolution be passed by a majority of two-thirds (2/3) of those present and voting (such vote to be taken by ballot) the member concerned shall be punished accordingly and in the case of a resolution for his expulsion the member shall be expelled and his name removed from the Register of Members.

11. POWERS

11.1 Exercise of powers

The Company may by resolution or Special Resolution as the Act requires exercise from time to time any power which by the Act a company limited by guarantee may exercise if authorised by its Constitution.

12. GENERAL MEETINGS

12.1 Annual General Meeting

The Directors must ensure that the Company holds an Annual General Meeting in accordance with the Act.

12.2 Business at an Annual General Meeting

The business of an Annual General Meeting may include any of the following, even if not referred to in the notice of the meeting:

- (a) the consideration of the annual financial report, director's report and auditor's report for the Company;
- (b) the election of Directors;
- (c) the appointment of the auditor of the Company; and
- (d) the fixing of the remuneration of the auditor of the Company.

12.3 Directors may Convene

The Board may convene a general meeting whenever the Board thinks fit.

12.4 Director's Convening a General Meeting at the Request of Members

The Directors must call and arrange to hold a general meeting on the request of Members with at least 5% of the votes that may be cast at a general meeting. Notice for the meeting must be provided to members in accordance

with Rule 12.8 forthwith.

12.5 Form of the Members Request

The request from the Members must be in writing and:

- (a) state any resolution to be proposed at the meeting;
- (b) be signed by the Members making the request; and
- (c) be given to the Company.

12.6 Directors Refusal to Convene

The Directors may refuse to convene the general meeting if the voting on the proposed resolution is not within the power of the Members.

12.7 Members may Convene

Two or more Members with at least 5% of the votes that may be cast at a general meeting of the Company may call and arrange to hold a general meeting. The Members calling the meeting must pay all the expenses of calling and holding the meeting.

12.8 Notice of General Meeting

A notice of a general meeting shall:

- (a) provide at least twenty-one (21) days notice of the meeting;
- (b) specify the place, the day and the hour of meeting; and
- (c) specify the general nature of the business to be transacted at the meeting and anything else as required by the Act.

12.9 Quorum

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. For the purpose of these Rules a quorum shall be five (5) Members.

12.10 Determine a Quorum

For the purpose of determining whether a quorum is present, a person attending as a proxy shall be deemed to be a Member.

12.11 Procedure where no Quorum

If a quorum is not present within half an hour from the time appointed for the meeting:

- (a) where the meeting was convened upon the requisition of Members - the meeting shall be dissolved; or
- (b) in any other case:
 - (i) the meeting stands adjourned to such day, and at such time and place, as the Directors determine or, if no determination is made by the Directors, to the same day in the next week at the same time and place and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting:
 - A. three (3) Members constitute a quorum; or
 - B. where three (3) Members are not present - the meeting shall be dissolved.

12.12 Minutes

In accordance with the Act the Directors shall cause proper minutes to be made of all general meetings of the Company and also of all appointments of officers and of the proceedings of all meetings of Directors and committees and of the attendance thereat and business transacted at such meetings, and any such minutes of any meeting if purporting to be signed by the chairman of such meeting or by the chairman of the next succeeding meeting shall be conclusive evidence without any further proof of the matters therein stated.

12.13 Chairman

If the Directors have elected one (1) of their number as chairman of their meetings, that person shall preside as chairman at every general meeting.

12.14 Election of Chairman

Where a general meeting is held and:

- (a) a chairman has not been elected; or
- (b) the chairman is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act, the Members present shall elect one (1) of their number to be chairman of the meeting.

12.15 Adjournment of Meeting

The chairman may with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

12.16 Adjournment of Meetings

When a meeting is adjourned notice of the adjourned meeting shall be given as in the case of an original meeting.

12.17 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 (before or on the declaration of the result of the show of hands) demanded:

- (a) by the chairman;
- (b) by at least five (5) Members present in person or by proxy.

12.18 Declaration on Show of Hands

Unless a poll is so demanded, a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

12.19 Equality of Votes

In the case of an equality of votes, whether on a show of hands or on a poll, the resolution in question will be deemed to have not passed due to a lack of a majority in favour of the resolution.

12.20 Demand for Poll

If a poll is duly demanded, it shall be taken in such manner and subject to these Rules either at once or after an interval or adjournment or otherwise as the chairman directs, and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

12.21 Poll for Chairman

A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith.

12.22 Withdraw Poll

The demand for a poll may be withdrawn.

12.23 Voting – Person or Proxy

Subject to any rights or restrictions for the time being attached to any class or classes of membership:

- (a) at meetings of Members or classes of Members each Member entitled to vote may vote in person or by proxy or attorney; and
- (b) on a show of hands every person present who is a Member or a representative of a Member has one (1) vote, and on a poll every person present in person or by proxy or attorney has one (1) vote for each Membership held.

12.24 Members Right to Vote

A Member is not entitled to vote at a general meeting unless all fees and levies and other sums presently payable by the Member have been paid.

12.25 Qualification of Member

An objection may be raised as to the qualification of a Member or a Member's representative to vote only at the meeting or adjourned meeting at which the vote objected to is given or tendered.

12.26 Objections referred to Chairman

Any such objection shall be referred to the chairman of the meeting, whose decision is final.

12.27 Valid Vote

A vote not disallowed pursuant to such an objection is valid for all purposes.

12.28 Circular Resolution

The Company may pass a resolution without a general meeting, if all of the Members entitled to vote on the resolution sign a document stating that they are in favour of the resolution. Separate copies of the document may be used for signing (if the document and the wording are identical) in which case the resolution is deemed to be passed when the last Member signs.

12.29 Annual General Meeting and General Meetings at two or more places

A general meeting and annual general meeting may be held in one place, or two or more places. If a general meeting or annual general meeting is held in two or more places, the Company must use technology that gives Members a reasonable opportunity to participate at the general meeting.

13. RULES FOR VOTING BY PROXY

13.1 Only Members Entitled to Vote shall 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 shall be entitled to vote.

13.2 Proxies

A Member of the Company who is entitled to attend and cast a vote at a meeting of the Company's Members may appoint a person as the Member's proxy to attend and vote for the Member at the meeting.

13.3 Attorneys

Any Member may appoint an attorney to act on his behalf at all or any meetings of the Company and such power of attorney or a copy thereof verified in the manner satisfactory to the Directors shall be produced for inspection at the registered office or such other place, if any, as may be specified for that purpose in the notice convening the meeting together with such evidence of the due execution as the Directors may require not less than twenty-four (24) hours before the meeting.

13.4 Representative need not be a Member

A proxy attorney or a representative need not be a Member of the Company and his appointment may be revoked at any time.

13.5 Instrument in Writing

An instrument appointing a proxy shall be in writing under the hand of the appointor or of the appointor's attorney duly authorised in writing or, if the appointor is a body corporate, either signed in accordance with the Act or under the hand of an officer or attorney duly authorised.

13.6 Manner the Proxy is to Vote

An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of particular resolution and, where an instrument of proxy so provides, the proxy is not entitled to vote in the resolution except as specified in the instrument.

13.7 Authority for a Poll

An instrument appointing a proxy shall be deemed to confer authority to demand (or join in demanding) a poll.

13.8 Form of Proxy

An instrument appointing a proxy shall be in the following form or in a form that is as similar to the following form as the circumstances allow:

[Name of Company]

I/We, _____ of _____, being a Member/Members of the abovenamed Company, hereby appoint _____ of _____ or, in his/her absence, _____ of _____ as my/our proxy to vote for me/us on my/our behalf at the meeting of the Company to be held on the _____ day of _____ 20__ and at any adjournment of that meeting.

†This form is to be used *for/against the resolution.

Signed this _____ day of _____ 20__ .

*Strike out whichever is not desired.

†To be inserted if desired.

13.9 Delivery of Proxy before Meeting

An instrument appointing a proxy shall not be treated as valid unless the instrument, and the power of attorney or other authority (if any) under which the instrument is signed or a notarially certified copy of that power or authority, is or are deposited, not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll, at the registered office of the Company or at such other place in Australia as is specified for that purpose in the notice convening the meeting.

13.10 Instrument not valid

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

14. APPOINTMENT, REMOVAL AND REMUNERATION OF DIRECTORS

14.1 Number Of Directors

- (a) Subject to paragraph (d), the composition of the Directors shall be:
 - (i) seven (7) Directors as elected by the Members from amongst the Members (herein referred to as "Elected Directors"); and
 - (ii) up to 2 co-opted Directors, as appointed by the Board.
- (b) Each Elected Director shall hold office for a term of 2 years.
- (c) Each co-opted Director shall hold office for a term of 1 year.
- (d) Any persons employed in or by the School shall not be eligible to be a Director unless they are a Member of the Company under Rule 7.2(a).

14.2 Appointment of New Director

- (a) The Directors shall have power at any time to appoint any other person as a Director, but only to either fill a casual vacancy or as a co-opted Director in accordance with clause 14.1(a)(ii), but the total number of Directors shall not exceed the maximum number fixed by this Constitution at clause 14.1(a).
- (b) Subject to paragraph (c) of this Rule, any Director appointed to fill a casual vacancy appointed under sub-rule 14.2 (a) shall hold office only until the next Annual General Meeting in the manner as specified in sub-rule 14.4.
- (c) The maximum number of appointments to fill casual vacancies of Elected Directors in any given year will be two (2). Should a third appointment be required, the Board shall call a General Meeting within 1 month of the third Director's position becoming vacant.
- (d) At that General meeting:
 - (i) the 2 casually appointed Directors shall retire, but shall be eligible for re-election; and
 - (ii) the membership shall elect Directors to the three (3) vacated positions.

14.3 Election of Elected Directors

The election of members to the Board shall take place in the following manner:

- (a) any two (2) ordinary members of the Company shall be at liberty to nominate any other member to serve on the Board.
- (b) the nomination, which shall be in writing and signed by the member and his proposer and seconder, shall be lodged with the Secretary at least fourteen (14) days before the Annual General Meeting at which the election is to take place.
- (c) A list of the candidates' names in alphabetical order with the proposers' and seconds' names shall be posted in a conspicuous place in the registered office of the company for at least seven (7) days immediately preceding the Annual General Meeting.

Balloting lists shall be prepared (if necessary) containing the names of the candidates only in alphabetical order, and each member present at the Annual General Meeting shall be entitled to vote for any number of such candidates not exceeding the number of vacancies.

14.4 Rotation of Elected Directors

- (a) At the first Annual General Meeting after the adoption of this Constitution, and at each Annual General Meeting thereafter, no less than three (3) of the Elected Directors shall vacate their office (inclusive of any appointments of casual vacancies).
- (b) A retiring Director may stand for re-election, and serve a total of up to 6 years after which they must not stand for re-election until a further 1 year has passed.
- (c) A Director must vacate their office at an Annual General Meeting if:
 - (i) they were appointed to fill a casual vacancy; or
 - (ii) their term of office will expire before the next Annual General Meeting; or
 - (iii) in the case where there are not enough retirements under Rule 14.4(c)(i) and (ii) to meet the minimum number of retirements specified under rule 14.4(a), the Elected Directors to retire at an Annual General Meeting are those who have been longest in office since their election, but, as between persons who became Directors on the same date, they shall (unless they otherwise agree amongst themselves) be determined by the drawing of straws.

- (d) All co-opted Directors shall resign at the end of their 1 year tenure, but shall be eligible for re-appointment by the Elected Directors, subject to paragraph 14.1(a).

14.5 Re-election of Retiring Directors

The Company, may, at the meeting at which a Director so retires, by resolution, fill the vacated office by electing a person to that office. If the vacated office is not so filled, the retiring Director shall, if offering himself for re-election and not being disqualified under the Act 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.

14.6 Removal of Director

The Company by ordinary resolution may remove any Director and may by ordinary resolution appoint another person in such Director's stead. Any Director so appointed shall hold office until the next Annual General Meeting.

14.7 Reimbursement of Expenses

Subject to the approval of a meeting of the Directors, the Directors shall be entitled to be reimbursed out of the funds of the Company such reasonable travelling, including accommodation and incidental, expenses as may be incurred by them when engaged on the business of the Company including expenses incurred in attending and returning from Board or General Meetings of the Company.

14.8 Vacation of Director's Office

In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Act, the office of a Director becomes vacant if the Director:

- (a) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under any law relating to mental health;
(b) resigns his office by notice in writing to the Company;
(c) is absent without the consent of the Directors from all meetings of the Directors held during a period of three (3) months;
(d) without the consent of the Company in general meeting, holds any other office of profit under the Company; or
(e) becomes bankrupt or makes any arrangement or composition with his creditors generally.

15. POWERS AND DUTIES OF DIRECTORS

15.1 Directors Manage the Business

Subject to the Act and to any other provision of this Constitution, the business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and forming the Company, and may exercise all such powers of the Company as are not, by the Act or by this Constitution, required to be exercised by the Company in general meeting.

15.2 All Powers

Without limiting the generality of Sub-Rule 15.1, the Directors may exercise all the powers of the Company to borrow money, to charge any property or business of the Company or all or any of its uncalled capital and to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.

15.3 Appointment of Attorney

The Directors may, by power of attorney, appoint any person or persons to be the attorney or attorneys of the Company for such purposes, with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors), for such period and subject to such conditions as they think fit.

15.4 Provisions of Power of Attorney

Any such power of attorney may contain such provisions for the protection and convenience of persons dealing with the attorney as the Directors think fit and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in him.

15.5 Cheques and Promissory Notes

All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be:

- (a) by any two (2) Directors; or

(b) in such other manner as the Directors determine from time to time.

16. PROCEEDINGS OF DIRECTORS

16.1 Use of Technology

The Directors of the Company may hold a meeting at two (2) or more venues using any technology that gives the Directors as a whole a reasonable opportunity to participate in the meeting and allows the parties present to hear and be heard by each other person present and adjourn and otherwise regulate the meeting as they determine.

16.2 Directors Meetings

Any Director may at any time, and the Secretary must upon the request of the Director, convene a meeting of the Directors. A notice of meeting of the Directors shall be sent in writing to each Director of the company within seven (7) days of receipt of that requisition. A Directors Meeting may be held on shorter notice provided all directors consent to the convening of the meeting on shorter notice in writing prior to the meeting. The notice may also be given by telephone or other electronic means of communication. The notice shall specify:

- (a) the date (which shall be within a reasonable time of the notice), time and place for the proposed meeting; and
- (b) the nature of the business to be transacted at the meeting.

Directors shall meet regularly and a minimum of 6 times a year.

16.3 Quorum

- (a) A quorum at a meeting of Directors shall consist of at least five (5) Directors of whom not less than four (4) shall be Elected Directors entitled to vote on any motion that may be moved by the meeting; and
- (b) No business shall be transacted at any meeting of Directors unless a quorum of Directors is present at the time when the meeting proceeds to business.

16.4 Vacancy in the Office of Director

In the event of a vacancy or vacancies in the office of a Director or offices of Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, they may act only for the purpose of convening a general meeting of the Company.

16.5 Office of Chairman

The Directors shall elect one (1) of their number as chairman of their meetings and shall determine the period for which the chairman so elected is to hold office.

16.6 Appointment of Chairman

- (a) Where such a meeting is held and:
 - (i) a chairman has not been elected as provided for in these Rules; or
 - (ii) the chairman is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act then the Directors present shall elect one (1) of their number to be chairman of the meeting.
- (b) By majority vote the Directors may appoint a new Director as chairman at any time during a Directors Meeting and in doing so will have terminated the outgoing chairman's term of office.

16.7 Equality of Votes

In the case of an equality of votes, whether on a show of hands or on a poll, the resolution in question will be deemed to have not passed due to a lack of a majority in favour of the resolution.

16.8 Circular Resolution

If all of the Directors have signed a document containing a statement that they are in favour of a resolution of the Directors in terms set out in the document, a resolution in those terms shall be deemed to have been passed at a meeting of the Directors held on the day and at the time at which the document was signed by all of the Directors or, if the Directors signed the document on different days, on the day on which, and at the time at which, the document was signed by the last Director to sign the document.

16.9 Documents forming resolution

For the purposes of Sub-Rule 16.7, two (2) or more separate documents containing statements in identical terms each of which is signed by one (1) or more Directors shall together be deemed to constitute one (1) document containing a statement in those terms signed by those Directors on the respective days on which they signed the separate documents. A reference to all of the Directors does not include a reference to a Director who, at a meeting of Directors, would not be entitled to vote on the resolution.

16.10 Remedy of Defects

All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of a person to be a Director or a member of the committee, or to act as, a Director, or that a person so appointed was disqualified, are valid as if the person had been duly appointed and was qualified to be a Director or to be a member of the committee.

16.11 Minutes

The Directors shall cause proper minutes to be made of all general meetings of the Company and also of all appointments of officers and of the proceedings of all meetings of Directors and committees and of the attendance thereat and business transacted at such meetings, and any such minutes of any meeting if purporting to be signed by the chairman of such meeting or by the chairman of the next succeeding meeting shall be conclusive evidence without any further proof of the matters therein stated.

17. ALTERNATE DIRECTORS

17.1 Appointment of an Alternate

A Director may, with the approval of the other Directors, appoint a member of the Company to be an alternate Director in his place during such period as he thinks fit.

17.2 Notice of Meetings

An alternate Director is entitled to notice of meetings of the Directors and, if the appointor is not present at such a meeting, is entitled to attend and vote in the appointor's stead.

17.3 Power of Alternate

An alternate Director may exercise any powers that the appointor may exercise and the exercise of any such power by the alternate Director shall be deemed to be the exercise of the power by the appointor.

17.4 Termination of Appointment

The appointment of an alternate Director may be terminated at any time by the appointor notwithstanding that the period of the appointment of the alternate Director has not expired, and terminates in any event if the appointor vacates office as a Director.

17.5 Vacation of Office

An alternate Director shall ipso facto vacate office if the Director by whom he is appointed is removed or otherwise ceases to hold office as a Director for any reason.

17.6 Responsibility

An alternate Director shall whilst acting as Director be responsible to the Company for his own acts and defaults and shall not be deemed to be the agent of the Director by whom he was appointed.

17.7 No remuneration

An Alternate Director shall not be entitled as such to receive any remuneration from the Company.

18. COMMITTEE

18.1 Delegation to Committee

The Directors may delegate any of their powers to a committee or committees consisting of any Director or Directors or any other person as they see fit.

18.2 Powers of Committee

A committee to which any powers have been so delegated shall exercise the powers delegated in accordance with any directions of the Directors and a power so exercised shall be deemed to have been exercised by the Directors.

18.3 Committee Chairman

The members of such a committee may elect one (1) of their number as chairman of their meetings.

18.4 Election of Chairman

Where such a meeting is held and:

- (a) a chairman has not been elected as provided by Sub-Rule 18.3; or
- (b) the chairman is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act, the members present may elect one (1) of their number to be chairman of the meeting.

18.5 Decision by Majority

Questions arising at a meeting of a committee shall be determined by a majority of votes of the members present and voting.

18.6 Equality of Votes

In the case of an equality of votes, the chairman, in addition to his deliberative vote (if any), has a casting vote.

18.7 Committee to self regulate

A Committee may meet and adjourn as it thinks proper.

19. COMMON SEAL

19.1 Election to Adopt Company Seal

The Directors may resolve that the Company adopt a common seal. If the Company adopts a common seal, the Company shall set out on the common seal:

- (a) if the Company has its ACN as its name - the Company's name; or
- (b) in all other cases the Company's name, the expression "Australian Company Number" and its ACN.

19.2 Duplicate Common Seal

The Directors may resolve to adopt a duplicate common seal. The duplicate common seal shall be a copy of the common seal with the words "Duplicate Seal", "Share Seal" or "Certificate Seal" added to the original common seal.

19.3 Prohibited Use

A Director shall not use, or authorise the use of, a seal which purports to be the common seal of the Company (or a duplicate of the common seal) if the common seal does not comply with the requirements of this Rule.

20. SECRETARY

20.1 Appointment

The Secretary of the Company shall be appointed by the Directors upon such terms and conditions as the Directors think fit. The Directors may at any time appoint a person as an additional Secretary or as acting Secretary or as a temporary substitute for the Secretary who shall for the purposes of these Rules be deemed to be the Secretary.

21. INTERESTED DIRECTORS

21.1 Interested Directors not disqualified

Provided that a Director of the Company who is in any way whether directly or indirectly interested in a contract or proposed contract with the Company or in any contract or arrangement entered into by or on behalf of the Company has declared the nature of his interest at a meeting of the Directors of the Company and the Board of Directors has at any time passed the resolution that:

- (a) specifies the Director, the 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:
 - (i) that Director shall not be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise;
 - (ii) no contract made by that Director with the Company and no contract or arrangement entered into by or on behalf of the Company in which that Director is in any way interested shall be avoided by reason only of such Director holding his office or of the fiduciary relationship thereby established;
 - (iii) that Director so contracting or being so interested shall not be liable to account to the Company for any profit realised by any such contract or arrangement by reason only of such Director holding his office or of the fiduciary relationship thereby established; and
 - (iv) that Director may in respect of any contract or arrangement in which he is so interested as aforesaid and may in relation thereto:-
 - A. vote;
 - B. execute any deed or document whatsoever on behalf of the Company; and
 - C. count in a quorum.

21.2 Sufficient disclosure

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

21.3 Other office may be held

A Director may hold any other office or place of profit, except that of auditor, in the Company in conjunction with his directorship and may be appointed thereto upon such terms as to remuneration, tenure of office and otherwise as may be arranged by the Directors.

21.4 Professional Director may act

Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director.

22. ACCOUNTS AND AUDIT

22.1 Proper records kept

The Directors shall cause proper accounting and other records to be kept. A balance sheet and profit and loss account shall be prepared and distributed to all Members at least once per annum.

22.2 Members to have access

- (a) Subject to paragraph (b) of this sub-rule, all Members have the right to examine and inspect the records of the Company.
- (b) The Board shall from time to time determine at what time and under what conditions the accounting and other records of the Company shall be open to inspection by Members not being Directors.

22.3 Auditor

The Company shall appoint an auditor or auditors, and his or their duties shall be regulated in accordance with the Act.

23. RESERVES

23.1 General

The Directors may write off from the earnings of the Company such amount for loss or depreciation of any of the Company's property as they think fit or set aside out of the profits of the Company such sums as they think proper as a reserve fund to meet contingencies or for repairing improving and maintaining any of the property of the Company and for such purposes as the Directors in their discretion think conducive to the interests of the Company and may invest lend or dispose of the sums so set aside in any way they think fit and may from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company and may divide the reserve fund into such special funds as they think fit with full power to employ the assets constituting the reserve fund in the business of the Company and without being bound to keep the same separate from other assets.

24. NOTICES

24.1 Form of Notices

Notices given under this Constitution shall be:

- (a) in writing;
- (b) signed by the party giving the notice or its authorised representative; and
- (c) addressed to the Notice Address of the person to whom it is to be given.

24.2 Method and address for giving Notices.

Notices must be either:

- (a) delivered by hand;
- (b) posted by pre-paid mail; or
- (c) transmitted by facsimile;

to the Notice Address of the person receiving the notice.

24.3 Time of receipt

A notice given to a person in accordance with these Rules is deemed to have been given and received if:

- (a) delivered, on the day of delivery if delivered before 5:00pm on a business day, otherwise on the next business day;
- (b) posted by pre-paid mail, on the second day after the day on which the notice was accepted by the post office from the person sending the notice; or
- (c) transmitted by facsimile:
 - (i) the transmission report states that it was sent in full and without error; and

- (ii) no objection is received from the recipient;

on the day of transmission if that report states that the transmission was completed before 5:00pm on a business day, otherwise on the next business day.

24.4 Objection to facsimile

A person receiving a facsimile transmission may object to the facsimile transmission as not being fully intelligible. If a valid objection is made to a facsimile transmission and that person requests retransmission before 5:00pm on the next business day after completion of the facsimile transmission, the person sending the facsimile transmission shall retransmit it, but any re-transmission is deemed to have been made at the time of completion of the original facsimile transmission. If a time restriction is placed, by reference to the date of receipt of the facsimile transmission, on the performance of an obligation or the exercise of a right by the person who makes the valid objection to a facsimile transmission, the time restriction for performance of the obligation or the exercise of the right is deemed extended by a corresponding time period to the time between the original transmission and re-transmission of the facsimile.

24.5 Advertisement required

If a Member has no registered address within Australia, a notice addressed to the Member and advertised in a morning newspaper published in the Capital City of the State in which the Member last had a registered address shall be deemed to be duly given to the Member at noon on the day on which the advertisement appears.

24.6 Eligibility to receive notices

Notice of every general meeting shall be given in some manner hereinbefore authorised to:-

- (a) every Member except those Members who have no registered address in Australia;
- (b) the chairman of Directors for the time being of the Company; and
- (c) the auditor for the time being of the Company.

24.7 No others

No other persons shall be entitled to receive notice of general meetings.

25. INDEMNITY

25.1 Director against liability

To the extent permitted by the Act, the Company may indemnify a Director or officer of the Company or any related body corporate against:

- (a) any liability incurred by the Director or officer, in their capacity as a Director or officer, to a person other than the Company or a related body corporate, except where the liability relates to a lack of good faith; or
- (b) any liability for legal costs or expenses incurred by the Director or officer in defending proceedings (whether civil or criminal) in which judgement is given in favour of the Director or officer, the Director or officer is acquitted or the court grants relief to the Director or officer under the Act.

25.2 Payment of Insurance

The Company may insure, or pay any premiums on a policy of insurance for, a Director or officer of the Company or of a related body corporate against:

- (a) any liability incurred by the Director or officer, in their capacity as a Director or officer, to the Company except where the liability relates to a wilful breach of duty to the Company or a contravention of Section 181-184 of the Act.
- (b) any liability for legal costs or expenses incurred by the Director or officer in defending proceedings (whether civil or criminal) against the Director or officer in their capacity as a Director or officer.

25.3 Resolution to Grant Indemnity

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

The Directors whose names appear below, having been authorised by a special resolution of the members of the Company hereby:

- (a) adopt the Constitution and Rules for the Company on the terms and conditions set out herein;
- (b) declare that the replaceable rules of the Act, with the exception of Section 249X, will not apply to this Company; and
- (c) acknowledge that the members have been given a reasonable opportunity to read and seek advice in relation to the Constitution and Rules of the Company.

MONTESSORI SCHOOL LTD CONSTITUTION

Signed by the Directors on behalf of the Members.

Edward Curl, Board Chair

Date: 23 May 2017

Gaylene Bell, Company Secretary

Date: 23 May 2017