



# The Constitution of

**BEENONG SCHOOL  
ASSOCIATION INCORPORATED**

Trading as  
**TREETOPS MONTESSORI SCHOOL**

12 Beenong Rd (PO Box 59)  
DARLINGTON WA 6070  
Phone: 9299 6725 Fax: 9299 6724  
e-mail: [admin@treetops.wa.edu.au](mailto:admin@treetops.wa.edu.au)

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## Part 1 - INTERPRETATION

### 1.1 Definitions

In this Constitution, unless inconsistent with the context of subject matter:

**"Association"** shall mean the Beenong School Association Incorporated.

**"Member"** shall mean a member of the Beenong School Association Incorporated.

**"Association Year"** shall mean the financial period from time to time specified by the Board of Management and until so specified, each period from the 1st day of January until the 31st day of December.

**"School"** shall mean the Treetops Montessori School, as provided for in Clause 3.1.1 of the Constitution.

**"Board of Management"** (hereinafter called **"Board"**) shall mean the Board of Management of the Association, provided for in Part 5 of the Constitution.

**"Principal"** shall mean the Principal of the School, appointed under Part 5, Clause 5.2 of the Constitution.

**"Staff"** shall mean anyone employed by the Beenong School Association Incorporated.

**"Ordinary Member of the Board"** shall mean members of the Association who have been nominated, and elected, by the members of the Association at the Annual General Meeting of the Association, each of whom shall hold office for two years.

**"Co-opted Member of the Board"** shall mean those individuals appointed to the Board by the Members of the Board, for a term of not more than one year.

**"Officers of the Board"** shall mean those Members of the Board elected to office by the Ordinary Members of the Board at the first Board Meeting following each Annual General Meetings of Members of the Association.

### 1.2 Acts of the Association

Any reference to an Act of the Association shall mean an Act resolved upon in accordance with the Constitution by a meeting of the Members of the Association held in accordance with the Constitution.

### 1.3 Acts of the Board

Any reference to an Act of the Board shall mean an Act resolved upon in accordance with the Constitution by a meeting of the Board held in accordance with the Constitution.

### 1.4 Extensions of Meaning

In this Constitution the plural shall include the singular, and masculine shall include feminine and vice versa.

## **Part 2 - ESTABLISHMENT, CHANGE AND DISSOLUTION**

### **2.1 Name**

The name of the body formed by the Constitution shall be the Beenong School Association Incorporated.

### **2.2 Incorporation**

The Association shall become, and remain, incorporated under the Associations Incorporation Act 1987 (as amended).

### **2.3 Association to be non-profit**

The property and income of the Association shall be applied solely, and exclusively, to the promotion of its objects and no part thereof shall be paid or transferred directly or indirectly by way of pecuniary profit to the members.

### **2.4 Members may be paid for service**

Nothing in Clause 2.3 of the Constitution shall prevent the Board from making payment to a person for service rendered, or property acquired, in a special, or private, capacity, by reason of the fact that the person is a member of the Association.

### **2.5 Alteration to the Constitution**

The Constitution of the Association may be altered, repealed, or a new Constitution adopted, by a resolution passed by not less than three-fourths ( $\frac{3}{4}$ ) of the members of the Association who are entitled, under the rules of the Association, to vote and vote in person, by proxy, or postal vote, at a General Meeting of which notice specifying the intention to propose the resolution as a 'special resolution' is given. Any such notice may refer to a draft of the proposed change available for perusal at a place nominated by the Board in lieu of setting that change out in full.

### **2.6 Validation of Acts generally**

All Acts of the Association and the Board, and all appointments made, shall be deemed to be fully valid and effective, notwithstanding any defect in notice of the meeting or the meeting procedure at which the same were resolved upon, if the same shall not have been annulled by an Extraordinary General Meeting of Members called for that purpose, within one month of the meeting convened.

### **2.7 Voluntary Dissolution**

An Extraordinary General Meeting of the Members, called for the purpose, may resolve, by special resolution, to wind up or dissolve the Association, provided that such resolution be passed and approved by at least three-fourths ( $\frac{3}{4}$ ) of the members of the Association, other than co-opted members. The Association shall cause a copy of the special resolution to be lodged with the Commissioner within fourteen (14) days of the passing of the special resolution. Dissolution pursuant to the voluntary winding up of the Association shall take effect either: Seven (7) days after the distribution of surplus property is completed; or, if there is no surplus property, fourteen (14) days after a copy of the resolution is lodged with the Commissioner.

### **2.8 Disposal of surplus property after Dissolution**

In the event of the dissolution of the Association, its surplus property, after payment of its debts and liabilities, shall not be paid to, or distributed among, the members of the Association but shall be transferred or otherwise given to one or more incorporated associations, having objects similar to the objects of the Association, or alternatively for one or more charitable purposes. Such association or charitable purpose is to be determined by the Board.

## Part 3 - OBJECTS AND POWERS

### 3.1 Objects

The purpose of the Association is to provide a legally incorporated body through which persons may associate for the purpose of carrying out, within, and throughout, the State of Western Australia, the objects of the Association, namely to:

- 3.1.1 Operate a school to be known as the "Treetops Montessori School".
- 3.1.2 Operate the School as an extension of the family so that the students, parents and teachers form an integral part of the school community.
- 3.1.3 Encourage the students and the teachers of the school together to participate in the day to day decision making of the school.
- 3.1.4 Provide for, as an integral part of the school syllabus:
  - 3.1.4.1 The concept of individual development;
  - 3.1.4.2 The encouragement of the students of the School to take responsibility for their own actions;
  - 3.1.4.3 The encouragement of the students of the School to respect the rights of other people.
- 3.1.5 Foster an approach to education which enables the students of the school to develop skills of literacy, communication, self knowledge and awareness of their social and physical environment, according to the principles and philosophy of the Montessori Method.
- 3.1.6 Foster and promote programmes in Community Education, as and when appropriate to the other objects and purposes of the Association.

### 3.2 General Powers

The Association shall have, exercise and carry out all rights, powers, authorities and functions possessed by, vested in, or exercisable by an association incorporated under the Associations Incorporation Act 1987, whether the same are, or shall be, implied by law, or conferred by the same Act, or any amendment thereto, or any other statute or regulation. In particular, the Board shall have full powers and authority, from time to time in its discretion, to do, perform and carry out all, or any, of the acts, matters and things set out hereunder, provided that the Board shall, at all times, act within and pursuant to the objects and limitations set out in Clause 3.1 hereof to:

- 3.2.1 Buy, sell, lease, rent exchange or otherwise acquire or dispose of, land or buildings.
- 3.2.2 Buy sell, lease and exchange or otherwise acquire or dispose of any personal property whatsoever including:
  - 3.2.2.1 Books, journals, films, paintings, prints, charts, diagrams, or any other forms or literature or graphic or visual representations on which there is no copyright restriction;
  - 3.2.2.2 Artistic, scientific or mechanical items or equipment;
  - 3.2.2.3 Equipment for the promotion of physical education;
  - 3.2.2.4 Furniture and any other item or equipment for use in, or about, the School buildings or playgrounds;
  - 3.2.2.5 Means of conveying persons, or things, from place to place.
- 3.2.3 Publish books, journals, pamphlets, reports, or any other written or graphic matter.
- 3.2.4 Maintain any real or personal property owned by, or in the possession of, or under the control of the Association.
- 3.2.5 Acquire and dispose of any rights and privileges attaching to any real or personal property.
- 3.2.6 Erect, improve, repair, pull down, or rebuild any building, or other structure.
- 3.2.7 Sell, exchange, mortgage, lease, hire, dispose of, turn to account, or otherwise deal with, all, or any part of, the real or personal property of the Association.
- 3.2.8 Borrow, raise, or secure, the payment of money in such manner as the Association thinks fit with power to issue debentures, grant mortgages, charges, or any other class of security upon, or charging all, or any, of the property, real or personal (present and future) of the Association and to redeem, or pay off, any existing or future security.
- 3.2.9 Invest and deal with the moneys of the Association not immediately required for the purposes of the Association in such manner as may, from time to time, be determined by the Association PROVIDED THAT such moneys are invested in authorised and responsible securities.
- 3.2.10 Assist, co-operate with, make donations to, enter into reciprocal arrangements with, or become a member of, any body or association whose objects are similar to those of the Association in the promotion or fulfilment of its objects.

- 3.2.11 Charge, and to receive, fees for courses and services provided by either the Board or the School.
- 3.2.12 Accept grants, donations, bequests, gifts or moneys, including grants, donations, gifts or moneys made for the benefit of the School or members of the School.
- 3.2.13 Promote and hold courses of instruction, whether as part of the management of the School or otherwise.
- 3.2.14 Co-operate with any educational and/or research institution in educational practical experimental and investigational works.
- 3.2.15 Administer and manage endowments, awards, scholarships and prizes.
- 3.2.16 Fix the wages, salaries, or other emoluments of its employees and the remuneration of other persons rendering service to it.
- 3.2.17 Raise aid, or contribute in the raising of funds, for the use and benefit of the School, whether for endowment, building, embellishment, improvement, education, recreation, or any other purpose considered advantageous to the School.
- 3.2.18 Undertake, or execute, any trusts which may be deemed desirable or conducive to the objects of the Association.
- 3.2.19 Make, vary, or repeal, rules, regulations, standing orders, or by-laws for the regulation, administration, control, or management of the Association of the School.
- 3.2.20 Determine the considerations on which persons shall be admitted as students to the school, PROVIDED THAT the Principal shall have been consulted in any such determination.
- 3.2.21 Carry out all, or any of, the objects of the Association as set out in Part 3 hereof.
- 3.2.22 Do all such things as are incidental or conducive to the attainment of the objects of the Association.

## Part 4 – MEMBERSHIP OF THE ASSOCIATION

### 4.1 **Membership as a right**

Membership of the Association shall be conferred as a right, without the need for application, upon the following persons:

- 4.1.1 The members of the Staff of the School;
- 4.1.2 The parents of students attending the School, with one vote per family;
- 4.1.3 The members of the Board of Management from time to time holding office.

A register of members of the Association shall be kept, and routinely updated, by the Secretary of the Board.

### 4.2 **Membership from the general community**

Membership of the Association shall be conferred upon such members of the general community whose written application for membership is ratified by two thirds (2/3) of the Ordinary Members of the Board and such membership of the Association shall be effective only during the calendar year in which it is conferred.

### 4.3 **Membership fees**

There shall be no membership fees.

### 4.4 **Cessation of membership**

4.4.1 Any member of the Association may resign by tendering written notice to this effect to the Board and the resignation shall be effective from the date on which the Board receives the same.

4.4.2 If any member shall wilfully refuse, or neglect to comply with, the provisions of this Constitution, or shall be guilty of any conduct injurious, or likely to be injurious to the Association, its members, or students of the Schools conducted by the Association, he shall be liable to expulsion by a resolution passed by at least two thirds (2/3) of the Ordinary Members present and voting at a meeting of the Board PROVIDED THAT at least one week before the meeting at which such resolution is passed he shall have had notice thereof and the alleged reasons for his expulsion AND that he shall at such meeting, and before the passing of such resolution, have had an opportunity of giving either personally, or by any agent, solicitor, friend or relation, or in writing, any explanation or defence he may think fit.

4.4.3 A member expelled under sub-clause 4.4.2 shall forfeit all right in, and claim upon, the Association and its property.

4.4.4 A parent member shall automatically cease to be a member of the Association if all their children cease to attend the School. Such persons may, if they wish, make application for membership under section 4.2 of the Constitution.

## Part 5 - THE BOARD OF MANAGEMENT

### 5.1 Composition of the Board

The Board of the Association shall be appointed at the Annual General Meeting of the Association. Retiring Board Members may make themselves available for re-election, if they wish. The Board may act, regardless of any original, or subsequent, vacancy in its membership. The elected Board will hold office until the next Annual General Meeting of Members of the Association and shall consist of:

- 5.1.1 The Principal of the School;
- 5.1.2 One Staff Representative; to be nominated, and elected, by the members of the Staff.
- 5.1.3 Between 7 and 9 members of the Association to be nominated, and elected, by the members of the Association at the Annual General Meeting of the Association, each of whom shall hold office for two years. These members shall be known as Ordinary Members of the Board.
- 5.1.4 Such Co-opted Members, not exceeding four (4), as the Board for the time being may appoint.

### 5.2 Principal of the School

- 5.2.1 The Principal of the School shall be appointed by the Board for such period, and on such terms and subject to Clause 5.2.3, as the Board may determine in writing.
- 5.2.2 The Principal of the School shall be responsible for the day-to-day management of the school and for the implementation of educational policies promoted by the School and the educational affairs of the School.
- 5.2.3 The Principal of the School may be removed from office at any meeting of the Board by the determination to this effect by at least three-fourths ( $\frac{3}{4}$ ) of the Ordinary Members of the Board and on the grounds that he has neglected to exercise adequate management, or supervision, of the affairs of the School, provided that the Board has taken into account the educational policy being pursued by the Principal at the School and provided also, that the Principal of the School has been given adequate notice of the reason therefore and a reasonable opportunity to reply thereto.

### 5.3 Staff Representation

- 5.3.1 The Staff Representative, other than the Principal, shall hold membership of the Board for a period of one (1) year and shall be elected by all the members of the Staff at such time and according to such procedure as the Staff may from time to time determine, PROVIDED THAT such elections shall take place at least once in every calendar year and not more than fifteen (15) months after the holding of the preceding election AND PROVIDED ALSO THAT retiring representatives shall be eligible for re-election AND PROVIDED THAT all such elections shall take place when the School is in session.
- 5.3.2 No person shall represent the members of the Staff of the School if that person is not, or ceases to be, a member of the said Staff of the School.

### 5.4 Co-opted Members of the Board

- 5.4.1 The Board may appoint Co-opted Members to the Board for terms of not more than one year.
- 5.4.2 A retiring Co-opted Member of the Board may be co-opted for a further term.
- 5.4.3 A Co-opted Member shall have powers, rights and privileges relating to attending, speaking and voting at Board meetings, as the Board shall from time to time determine.
- 5.4.4 A Co-opted Member of the Board shall not be an Officer of the Board, other than Secretary.

### 5.5 Officers of the Board

- 5.5.1 At the first Board Meeting following each Annual General Meetings of Members of the Association, the Ordinary Members shall elect, from among their own Members, the following officers:
  - 5.5.1.1 The Chairperson
  - 5.5.1.2 A Vice-Chairperson
  - 5.5.1.3 A Treasurer
- 5.5.2 At the first Board Meeting following each Annual General Meetings of Members of the Association, the Ordinary Members shall elect, from among their own Members and Co-opted Members, a Secretary who shall be an Officer of the Board.
- 5.5.3 The Board may create such additional offices as it thinks fit and it may appoint any member of the Board to fill any such additional office.

### 5.6 Duration of Office

- 5.6.1 All Officers shall relinquish their office at the first Board Meeting following each Annual General Meeting of Members of the Association and their successors shall take office there from.

- 5.6.2 If any Officer shall, for any reason, cease to be a member of the Board, that person shall also cease to be an Officer of the Board.
- 5.6.3 Any Officer shall be eligible for re-appointment when his term of office expires PROVIDED THAT the Chairperson shall only hold office for five (5) consecutive years.
- 5.6.4 If a vacancy shall occur in any office, the Board may fill such vacancy from among its own members until the first Board meeting following the next Annual General Meeting of Members of the Association.
- 5.6.5 Any Officer may be removed from office by a determination to this effect by the Board PROVIDED THAT the Officer concerned shall have been given adequate notice of the reason therefore and a reasonable opportunity to reply thereto.

## **5.7 Powers of Officers of the Board**

Subject to any express provision made by statute or regulation by this Constitution, and subject to any rule of Common Law, the Officers of the Board shall have such rights, powers and privileges as the Board may from time to time determine.

## **5.8 Duties of Officers of the Board**

- 5.8.1 Duties of the Chairperson
  - 5.8.1.1 To chair any meetings of the Association or Board.
  - 5.8.1.2 To provide leadership to the Board in its policy-making, strategic and financial planning.
  - 5.8.1.3 To guide and mediate Board actions in relation to organisational priorities and governance concerns.
  - 5.8.1.4 To oversee the selection and succession planning of Officers of the Board to ensure an appropriate mix of skills.
  - 5.8.1.5 To build up the Board to work together effectively.
  - 5.8.1.6 To lead the evaluation of both Principal and Board performance and the performance of the school in achieving its Vision and Mission.
  - 5.8.1.7 To serve *ex-officio* as member of Board committees and attend meetings when required.
  - 5.8.1.8 To act as a partner with the Principal in achieving the school's Vision and Mission.
  - 5.8.1.9 To develop a relationship of openness and trust with the Principal, allowing frank discussion of issues affecting the school.
  - 5.8.1.10 To provide ongoing support and encouragement to the Principal.
  - 5.8.1.11 To approve allocation of bursaries.
  - 5.8.1.12 To perform other responsibilities assigned by the Board.
- 5.8.2 Duties of the Vice-Chairperson
  - 5.8.2.1 In the absence of the Chairperson, to chair any meetings of the Association or Board.
  - 5.8.2.2 In the absence of the Chairperson, to undertake all other duties of the Chair.
  - 5.8.2.3 To support the Chairperson in undertaking his duties.
- 5.8.3 Duties of the Treasurer
  - 5.8.3.1 To present a financial report at each Board Meeting.
  - 5.8.3.2 To present a financial report at the Annual General Meeting.
  - 5.8.3.3 To check the audit for accuracy.
  - 5.8.3.4 To act as Chairperson of the Finance Committee.
  - 5.8.3.5 To oversee the preparation of the Annual budget.
  - 5.8.3.6 To oversee the preparation and maintenance of a Five Year Financial Plan.
- 5.8.4 Duties of the Secretary
  - 5.8.4.1 To record minutes at any meetings of the Association or Board.
  - 5.8.4.1 To keep, and routinely update, a register of members of the Association.
  - 5.8.4.2 To take custody of records, books, documents and securities of the Association.
  - 5.8.4.3 On requested, to enable inspection of records and documents of the Association by Members of the Association, provided that the privacy of individuals mentioned in those records and documents is ensured.
  - 5.8.4.4 To take custody of the Common Seal.
  - 5.8.4.5 To facilitate Extra Ordinary General Meetings.
  - 5.8.4.6 To give Members of the Association at least fourteen (14) days written notice specifying the place, day and hour of any General Meeting, including posting on a School notice board.
  - 5.8.4.7 To give Members of the Association at least forty eight (48) hours notice of Board meetings by appropriate means, including posting on a School notice board.

## **5.9 Resignation from the Board**

- 5.9.1 Any member of the Board may resign by tendering written resignation to this effect to the Secretary of the Board, and the resignation shall be effective from the date on which the

Secretary receives the same, and the Secretary of the Board may resign by tendering written notice to this effect to the Chairperson of the Board.

- 5.9.2 Upon resignation of any Ordinary Member of the Board the remaining members of the Board, other than co-opted members, shall nominate and elect a successor who shall hold office for the remainder of that member's term of office.

#### **5.10 Termination of Membership of the Board**

- 5.10.1 The membership of the Board of an Ordinary Member shall automatically terminate if he:
- 5.10.1.1 Becomes bankrupt, or makes any composition, or arrangement, with his creditors generally;
  - 5.10.1.2 Becomes of unsound mind, or a person whose estate is liable to be dealt with in any way under the law relating to mental health;
  - 5.10.1.3 Is absent from three consecutive meetings of the Board, without permission of the Board;
  - 5.10.1.4 Is directly, or indirectly, interested in any contract, or proposed contract, with the School and fails to declare the nature of his interest;
  - 5.10.1.5 Is convicted of any offence punishable by imprisonment.
  - 5.10.1.6 The Board may resolve that any person, whose membership of the Board has been automatically terminated by virtue of the foregoing provision, shall continue as a member of the Board, as if his membership had not been automatically terminated.
- 5.2 Any member of the Board who acts in a manner injurious to the operation of the Board, or the Members or students of the School, shall be liable to expulsion from the Board by a vote of three-fourths ( $\frac{3}{4}$ ) of the members of the Board, other than co-opted members.
- 5.3 If any Ordinary Member of the Board dies, is removed from the Board, or has his membership of the Board automatically terminated, the remaining members of the Board, other than co-opted members, may elect a successor for the remainder of that member's term of membership of the Board.

#### **5.11 Resolutions of the Board**

- 5.11.1 A resolution in writing, signed by all the Board Members, shall be as valid and effectual as if it had been passed at a meeting of the Board Members duly convened and constituted. Every such written resolution shall be placed in the Minute Book of the Board Members.

## Part 6 - MEETINGS OF MEMBERS

### 6.1 General Meetings of Members of the Association

- 6.1.1 A General Meeting of Members of the Association shall be held once in every calendar year, at such time and place as may be prescribed by the Association at a preceding General Meeting or, in default, at such time and place as the Board shall appoint. The above-mentioned General Meeting shall be called the Annual General Meeting and all other General Meetings shall be called Extra Ordinary General Meetings. An Annual General Meeting shall be held not more than fifteen (15) months after the holding of a preceding Annual General Meeting and within four (4) months of the end of an Association Year.
- 6.1.2 The Board may, whenever it thinks fit, convene an Extra Ordinary General Meeting.
- 6.1.3 An Extra Ordinary General Meeting shall be convened by the Board whenever requested in writing and signed by not less than ten (10) Members of the Association. Such written request to be delivered to the Secretary personally, or left addressed to him at the office of the Association. Upon receipt of such requisition, the Secretary shall forthwith facilitate an Extra Ordinary General Meeting within twenty eight (28) days from the date of such delivery or leaving of the requisition, and such Meeting to be held not more than twenty eight (28) days, nor less than fourteen (14) days, from the date of convening the same. In default thereof, those Members making the requisition may convene the meeting, but any meeting so convened shall not be held after the expiration of three (3) months from the date of such delivery or leaving of the requisition. Every such requisition must state the objects of the meeting.
- 6.1.4 At least fourteen (14) days written notice (exclusive of the day on which the notice is served or deemed to be served but inclusive of the day for which notice is given) specifying the place, day and hour of any meeting, shall be given to all Members of the Association, including posting on a School notice board.
- 6.1.5 The quorum of any meeting of Members of the Association shall be ten (10) members or half (1/2) of the Members, whichever is less.
- 6.1.6 The Chairperson of the Board shall chair any meetings of the Association. In the absence of the Chairperson, the Vice Chairperson shall chair any meetings of the Association. In the absence of both the Chairperson and Vice Chairperson, another person, nominated by those members present and forming a quorum, shall chair.
- 6.1.7 Except where specified to the contrary elsewhere in this Constitution, all resolutions, decisions, appointments and elections of the Board and/or the Association shall be made by means of a simple majority vote of those members of the Association who are present and voting.
- 6.1.8 Each member of the Association, eligible to vote in any matter, shall have only one vote and there shall be only one vote per family.
- 6.1.9 A Member shall not vote in respect of any contract, or proposed contract, in which he is interested, or any matter arising there out. If he does so vote, his vote shall not be counted.

### 6.2 Meetings of the Board of Management

- 6.2.1 The Board may meet for the despatch of business and adjourn and otherwise regulate its meetings as it thinks fit, provided that the Board shall meet at least six (6) times each Association year.
- 6.2.2 Notice of meetings shall be given to the Association at least forty eight (48) hours in advance of the meeting by appropriate means, including posting on a School notice board.
- 6.2.3 Members of the Association, who are not members of the Board, may request attendance at Board meetings but they shall not have the right to vote.
- 6.2.4 Attendance at Board meetings, or part thereof, by Members of the Association who are not members of the Board may be denied, dependant on the nature and sensitivity of business being conducted.
- 6.2.5 The quorum of any meetings of the Board shall be more than one half (1/2) of the total number of members of the Board.
- 6.2.6 The Chairperson of the Board shall chair any meetings of the Board. In the absence of the Chairperson, the Vice Chairperson shall chair any meetings of the Board. In the absence of both the Chairperson and Vice Chairperson, another person, nominated by those members present and forming a quorum, shall chair.
- 6.2.7 Except where specified to the contrary elsewhere in this constitution, all resolutions, decisions, appointments and elections shall be made by means of a simple majority vote of those members of the Board who are present and voting.
- 6.2.8 Each member of the Board (including the Chairperson, Principal and Staff Representative), eligible to vote in any matter, shall have only one vote.
- 6.2.9 A Board Member shall not vote in respect of any contract, or proposed contract, in which he is interested, or any matter arising there out. If he does so vote, his vote shall not be counted.

## Part 7 - MANAGEMENT OF THE ASSOCIATION

### 7.1 Association managed by the Board

The management and control of the business of the Association shall be governed and administered by the Board, except that which, in accordance with the Constitution, shall be dealt with by General Meetings of Members.

### 7.2 Powers of the Board

7.2.1 The Board may exercise all of the powers exercisable by the Association under the Constitution.

7.2.2 The Board shall be responsible for the appointment of and dismissal of the Principal of the School.

### 7.3 Regulations

The Board may from time to time make and rescind, alter, modify, or add to regulations in respect of the whole, or any part of, the conduct of the activity of the Association.

### 7.4 Regulations to be Constitutional

All regulations made under Clause 7.3 shall be consistent with the provisions of this Constitution.

### 7.5 Appointment of Sub-committees

7.5.1 The Board may, from time to time, establish sub-committees to undertake and perform such functions as are committed to it.

7.5.2 The Board may, from time to time, appoint such Members of the Association to any such sub-committee to undertake and perform such functions as are committed to it.

7.5.3 The Board may at any time dissolve any sub-committee.

7.5.4 The Board may from time to time delegate, either to any sub-committee of the Board or to any member of the Board, such of its rights, liberties and powers as it may think fit. The Board may at any time rescind any such delegation and powers.

7.5.5 Any sub-committee appointed shall keep minutes of its proceedings and present to the Board at such times as the Board shall direct a copy of those minutes.

7.5.6 A Member to whom rights, liberties or powers have been delegated shall present to the Board a report of his activities at such times as the Board shall direct.

### 7.6 Delegation of Function

The Board may delegate in whole or in part any power or function of the Board to any sub-committee or other body constituted by the Board for that purpose under the preceding Clause.

### 7.7 Bank Account

All pecuniary donations and legacies for the general purpose of the Association and the income of investments and all other moneys, from time to time forming part of the general revenue of the Association, shall on receipt be paid into the general or other account of the Association as the Board may determine.

7.7.1 Cheques shall be drawn under the order of the Association and shall be signed by two persons authorised by the Board.

### 7.8 Audit

Unless the Board shall otherwise determine,

7.8.1 There shall be one or more auditors of the Association, who shall be elected by the Board.

7.8.2 Once, at least, in every year, the accounts of the Association shall be examined and the correctness of the accounts ascertained by the auditor or auditors who shall, not later than fourteen (14) days before the Annual General Meeting in each year, audit and report on all the accounts and books of the Association and shall at any other time, and when required by the Board, audit and report on such accounts and books.

7.8.3 All the accounts and books of the Association shall be open to inspection of the auditor, or auditors, at all reasonable times.

### 7.9 Common Seal

7.9.1 There shall be a Common Seal of the Association which shall be in the custody of the Secretary. Affixing the Common Seal shall be the duty of "two persons", as referred to in subclause 7.7.1.

7.9.2 All deeds, instruments and other documents required to be executed by, or for, or on behalf of, the Association, shall, subject to prior Board approval, be executed by the Common Seal being affixed thereto and by at least two of the members of the Board (at least one of whom shall be an Ordinary Member) signing such deed, instrument or document.

## **7.10 Patrons**

The Board may from time to time, at its discretion, appoint such patrons of the Association, or of the School, as it shall see fit.

## **7.12 Indemnity**

7.12.1 Every member, and servant of the Association, shall be indemnified by the Association against (and it shall be the duty of the members of the Association out of the funds of the Association to pay) all costs, losses and expenses which any such persons shall incur, or become liable to, by reason of any act, or thing, done by him as such member, or servant, or in any way in the discharge of his duties, including travelling expenses and in defending any proceedings, whether civil or criminal, in which judgement is given in his favour, or in which he is acquitted and the amount for which such indemnity is provided shall immediately attach a lien on the property and assets of the Association and have priority as between the members over all other claims.

7.12.2 No member or servant of the Association shall be liable for the acts, receipts, neglects or defaults of any other member or servant of the Association, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Association through the insufficiency or deficiency of any security, in or upon which any of the moneys of the Association shall be invested, or for any loss, or damage, arising from bankruptcy, insolvency or unlawful act, or any person with whom any moneys, securities, or assets shall be deposited or from any loss occasioned by any errors of judgement or oversight on his part or for any other loss, damage, or misfortune whatever, which shall happen in the execution of his duties, or in relation thereto, unless the same happens through his own dishonesty, wilful negligence, default, breach of duty, or breach of trust.