Constitution

Associations Incorporation Act 1987

Constitution

Hale School Foundation (Inc.)
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# Constitution

## 1 Name

The name of the association is ‘Hale School Foundation (Inc.)’.

## 2 Definitions and interpretation

### 2.1 Definitions

<table>
<thead>
<tr>
<th>Term</th>
<th>Meaning</th>
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<tr>
<td>Appointed Board Members</td>
<td>the Members appointed to the Board of Management from time to time under clause 10.</td>
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<tr>
<td>Approved Fund</td>
<td>any fund established for the benefit of the School and approved as an Approved Fund by the Board of Management and the Board of Governors.</td>
</tr>
<tr>
<td>Auditor or Auditors</td>
<td>the Auditor or Auditors appointed by the Foundation from time to time.</td>
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<tr>
<td>bequest</td>
<td>a legacy or a devise or any other benefit passing under a testamentary document.</td>
</tr>
<tr>
<td>Board of Governors</td>
<td>the Board of Governors of Hale School.</td>
</tr>
<tr>
<td>Board of Management</td>
<td>the Board of Management being the governing body of the Foundation.</td>
</tr>
<tr>
<td>Constitution</td>
<td>this document and where the context so admits or requires, the Constitution of the Foundation immediately prior to the Effective Date.</td>
</tr>
<tr>
<td>Director of Finance and Governance</td>
<td>the person holding the office designated as such by the Board of Governors from time to time and any other title subsequently given to that office or any like office.</td>
</tr>
<tr>
<td>Director of Development</td>
<td>the person holding the office designated as such by the Board of Governors from time to time and any other title subsequently given to that office or any like office.</td>
</tr>
<tr>
<td>Term</td>
<td>Meaning</td>
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</table>
| **Effective Date**                  | the later of the dates on which:  
| 1                                   | the Foundation adopts the Constitution as set out in this document at a duly convened Extraordinary General Meeting; and                |
| 2                                   | this document is accepted by the Commissioner (as defined under the Act).                                                             |
| **Foundation**                      | Hale School Foundation (Inc.).                                                                                                         |
| **Foundation Member**               | each Honorary Life Member and where the context of this Constitution so admits or requires, includes each Member.                     |
| **Foundation’s Office**             | the address described in clause 3.                                                                                                       |
| **General Meeting**                 | any Annual General Meeting and any Extraordinary General Meeting.                                                                           |
| **gift**                            | a gift of cash or a gift of an asset made or transferred during the donor's lifetime.                                                       |
| **Headmaster**                      | the person holding the office designated as such by the Board of Governors from time to time and any other title subsequently given to that office or any like office. |
| **Honorary Life Members**           | the members of the Foundation described in clause 7.                                                                                     |
| **Inaugural Honorary Life Members** | all members of the Foundation who are Patrons, Benefactors and Directors (as those terms are described in the Constitution prior to the Effective Date) of the Foundation immediately prior to the Effective Date. |
| **Member**                          | each member of the Board of Management.                                                                                                 |
| **Officers**                        | each officer appointed and designated as such by the Board of Management under clause 11 and includes the President and the Vice President. |
| **Old Haleians**                    | any members of The Old Haleians’ Association (Inc.) and any past student of the School.                                                   |
### Term | Meaning
--- | ---
President | the President for the time being of the Foundation.
Register of Foundation Members | the register described in subparagraph (b)(1) of clause 12.
Seal | the common seal of the Foundation.
Secretary | any person appointed to perform the duties of a secretary of the Foundation and includes an Honorary Secretary.
School | Hale School, Hale Road, Wembley Downs, Western Australia.
School’s Official Website | www.hale.wa.edu.au or any other website which substitutes for or replaces that website from time to time.
State | the State of Western Australia.

### 2.2 Interpretation

(a) In this Constitution unless the context otherwise requires 'the Act' means the Associations Incorporation Act 1987 (WA) and any succeeding legislation in place of, or amending the Act.

(b) Expressions referring to writing shall unless the contrary intention appears be construed as including references to printing lithography photography and other modes of representing or reproducing words in a visible form.

(c) Where herein used and where the context shall so admit words importing the singular number or plural number shall include the plural number or the singular number respectively and words importing any gender shall include all other genders.

(d) Words importing persons shall unless the contrary intention appears be construed as including companies corporations institutions organisations and public bodies.

### 3 Office

The office of the Foundation will be situated at Hale School, Hale Road, Wembley Downs, Western Australia or at such other place as the Board of Management may determine.
4 Objects

The Foundation is established:

(a) for charitable objects and purposes only, existing for the promotion of education, and the following objects shall have effect accordingly;

(b) to support and assist the Board of Governors of the School to encourage and foster the interest and financial support of Old Haleians, parents of students and friends of the School to preserve improve and develop its standards, services, property and facilities and in particular and without limiting the generality of the foregoing:

(1) to attract and retain for the benefit of the School or any of its funds or accounts, the continued interest and financial support of Old Haleians, parents of students and friends of the School by way of donations, gifts, bequests and from any other source deemed appropriate for activities calculated to give accessibility for students and potential students to and improve the education provided by the School including the employment of teaching staff with special skills, the carrying out of research, the provision of scholarships, bursaries education allowances visits from distinguished scholars and others with qualifications which enable them to contribute to the education of the students and the teaching staff of the School;

(2) to raise finance for the acquisition of land and buildings by and in the name of the School and for the construction of buildings and other facilities to vest in the name and for the benefit of the School;

(3) to raise finance for structural alterations and improvements to, and the maintenance of, the School's buildings and facilities;

(4) to raise finance for the acquisition by the School of library books, works of art, and educational plant and equipment of all kinds;

(5) to raise finance for any of the objects by any method that seems to the Foundation desirable; and

(6) to do all such things as are incidental or conducive to the attainment of the above objects or any of them and for the preservation, development and improvement of the standards, facilities and the overall amenity and well-being of the School.

5 Powers of the Foundation

For the sole purpose of carrying out the objects specified in clause 4 the Foundation has the powers set out in section 13 of the Act as if the same were fully set out in this Constitution.

6 Membership and rights

(a) From and including the Effective Date, membership of the Foundation is comprised of:

(1) Each Member of the Board of Governors for the period he or she remains in that office;
(2) Members appointed under clause 10 of this Constitution as Appointed Board Members; and

(3) Honorary Life Members.

(b) The following rights and privileges attach to the Members and Honorary Life Members;

(1) **Members:** Members are the only persons entitled to vote at any meeting of the Foundation or be counted as Members for the purposes of determining if a quorum is present at a meeting or whether a requisition for a general meeting has been validly made. There is no fee payable for being a Member; and

(2) **Honorary Life Members:** Persons who are Honorary Life Members of the Foundation:

(A) may attend any meeting and when present, be entitled to speak on any matter but they shall not be entitled to vote unless otherwise qualified in accordance with this Constitution as a Member; and

(B) are entitled to receive the same notice of meetings and other communications as Members.

(c) From the Effective Date, other than as set out above or in clause 7 below, there is no qualification for membership of the Foundation.

7 **Honorary Life Members**

From the Effective Date, a natural person will be admitted to membership of the Foundation as an Honorary Life Member if:

(a) they are Inaugural Honorary Life Members;

(b) they have been nominated by a resolution of the Board of Management made in its absolute discretion following consideration of matters considered relevant by the Board of Management from time to time including any of the following:

(1) any substantial gift previously made or to be made to the School or Foundation or an Approved Fund by the nominee or any body associated with the nominee;

(2) any special service rendered to the School or Foundation or an Approved Fund; or

(3) any other beneficial association the nominee has had with the School or Foundation or an Approved Fund;

(c) they have accepted that nomination in writing; and

(d) their particulars are recorded in the Register of Foundation Members and the nominee is advised of his or her appointment as an Honorary Life Member, in which case such persons will remain as Honorary Life Members for their lifetimes or until they resign or cease to be Honorary Life Members in accordance with Clause 8 and 22.
8 Cessation of Membership

Any Member or Foundation Member may resign from membership of the Foundation by giving notice in writing delivered to the Office of the Foundation and such Member or Foundation Member will cease to be a Member or Foundation Member on delivery of such notice.

9 Management

(a) The control management and conduct of the Foundation shall be vested in the Board of Management provided that the Board of Management must not expend any moneys (other than in the ordinary course of the day-to-day administration and operations of the Foundation and the investment of its funds) that is not agreed to in writing by the Board of Governors. In the case of a difference of opinion between the Board of Governors and the Board of Management as to the interpretation of the words 'administration' and 'operations' in this clause the opinion of the Board of Governors shall prevail.

(b) All cheques bills of exchange and other negotiable instruments shall be signed drawn accepted made or endorsed as the case may be for and on behalf of the Foundation in such manner as the Board of Management may from time to time determine but in any event shall be signed by at least two Officers of the Foundation.

10 Board of Management

(a) The Board of Management will comprise not less than three nor more than nine persons appointed by the Board of Governors from time to time including the President. A member of the Board of Governors may be an Appointed Board Member.

(b) At least two of the Appointed Board Members must be Honorary Life Members.

(c) Without affecting the discretion of the Board of Governors, it must, in appointing the Appointed Board Members, take into account and have regard to:

(1) the recommendations of the then President;

(2) the desirability of there being substantial (but not exclusive) representation of Old Haleians and parents of current students of the School on the Board of Management; and

(3) the desirability of there being a diverse but appropriate range of interests, talents and experience amongst the Appointed Board Members which will assist the Board of Management to administer the activities of the Foundation in the best interests of the School.

(d) Subject to paragraph (c) of clause 11 and paragraph (e) of this clause, an Appointed Board Member’s term of appointment will be for three years with an Appointed Board Member being eligible for reappointment at the expiration of an Appointed Board Member’s term in office.

(e) In addition to the normal expiration of the period of appointment, an Appointed Board Member’s appointment will be terminated:

(1) by reason of the expiry of the period for which the Appointed Board Member has been appointed;
(2) immediately upon notice in writing from the Board of Governors to the Board of Management and the affected Appointed Board Member that the Board of Governors has resolved to terminate that appointment; and

(3) at a meeting of the Board of Management of which not less than fourteen days notice setting out the purpose of the meeting and the resolution proposal to be put, has been given to each Appointed Board Member, it is resolved by a majority of not less than seventy-five per cent of the Appointed Board Members present, to terminate the appointment of an Appointed Board Member.

(f) If an Appointed Board Member ceases to be an Appointed Board Member for any reason, before the expiry of his or her term, he or she will be replaced by an Appointed Board Member appointed by the Board of Governors for a period equal to the remaining period of the vacating Appointed Board Member’s term.

(g) The Board of Management shall have the power to appoint Standing Committees or Sub-Committees which shall comprise members of the Board of Management or any other persons approved by the Board of Governors and those persons may be co-opted upon such terms and conditions and with such power and responsibility as the Board of Management may from time to time determine.

(h) The Chairman of the Board of Governors is entitled to attend and speak at all meetings of the Board of Management but is not entitled to vote unless otherwise qualified to do so as an Appointed Board Member of the Board of Management.

(i) The Headmaster is entitled to attend and speak at all meetings of the Board of Management but is not entitled to vote.

(j) The Director of Development is entitled to attend and speak at all meetings of the Board of Management but is not entitled to vote.

(k) The Director of Finance and Governance is entitled to attend and speak at all meetings of the Manager of Management but is not entitled to vote.

(l) The Chairman of the Board of Governors or his delegate will announce the appointment of the Appointed Board Members at each successive Annual General Meeting of the Foundation so that such appointments commence at that Annual General Meeting or any later date being the date of expiration of the then current terms of appointment of the Members being reappointed or replaced and whose appointment expires after that Annual General Meeting.

(m) The Board of Management must regulate the time and place of its meetings and proceedings as it sees fit. All Members must receive due notice of and the business to be transacted at, meetings of the Board of Management. Until the Board of Management otherwise determines, a quorum at any meeting of the Board of Management shall be three Members. Questions arising at any meeting shall be decided by a majority of votes. The Chair of the meeting will have a casting vote in addition to a deliberative vote.

(n) Notice of any meeting of the Board of Management must be given to all Members not less than seven days prior to the date of the relevant meeting or such earlier date as all Members agree in writing.

(o) For the purposes of this clause, the appointment of the Appointed Board Members and the President will be announced at the Extraordinary General Meeting of the Foundation held to adopt this document as the Constitution of the Foundation, but the appointments will not take effect until the Effective Date.

(p) The Board of Management must notify the Board of Governors as soon as possible after a vacancy occurs amongst the Members for any reason. If the vacancy results in the number of Members being below the minimum required
under paragraph (a) of this clause, the Board of Governors must appoint an Appointed Board Member as soon as possible to comply with the minimum number of Members required under paragraph (a) of this clause but can appoint more Appointed Board Members at any time up to the maximum number of nine Members permitted under paragraph (a) of this clause.

(q) The Board of Management may transact any of its business by the circulation of all relevant papers among all Members for the time being and a resolution in writing approved by a majority of those Members is taken to be a decision of the Board of Management.

(1) The Board of Management may transact any of its business including the consideration and passing of any resolutions at a meeting at which Members (or some Members) participate by telephone, closed-circuit television or other means, but only if a Member who speaks on a matter at that meeting can be heard by the other Members present in person or by the electronic means noted above.

(2) Papers may be circulated among the Members for the purposes of sub-paragraph (1) and (2) by facsimile, email or other transmissions of the information in the papers concerned.

(3) The provisions of this Constitution relating to the conduct of the business of the Board of Management apply to all business conducted under this paragraph (q) which for the avoidance of doubt, includes quorum (in relation to sub-paragraph (2) above) and voting rights.

(r) The continuing Members may act notwithstanding any vacancy in the Board of Management if and so long as their number is reduced below the number fixed by or pursuant to this Constitution as the necessary quorum of the Board of Management until such time as the Board of Governors appoints further Appointed Board Members.

11 Officers

(a) The Officers of the Foundation will comprise:

(1) a President (who will chair all meetings of the Board of Management and the Foundation);

(2) a Vice President (who in the absence of the President, will chair all meetings of the Board of Management and the Foundation); and

(3) such other Officers and with such duties and responsibilities as the Board of Management determines from time to time.

(b) The Officers described in sub-paragraphs (a)(2) and (a)(3) of this clause will be appointed by the Board of Management from amongst the Members for such periods as the Board of Management determines and each will be eligible for reappointment.

(c) The President will be appointed by the Board of Governors at the same time as the Board of Governors appoints the Appointed Board Members and for such period as the Board of Governors determines and that appointee will be eligible for re-appointment.

(d) The Chairman of the Board of Governors or his delegate will announce the appointment of the President (unless his or her period of appointment not yet expired) at each successive Annual General Meeting so that such appointments commence at the Annual General Meeting or any later date being the date of
expiration of the period of appointment of the then President expiring after that Annual General Meeting.

(e) For the purposes of this clause, the appointment of the President will be first announced at the Extraordinary General Meeting of the Foundation held to adopt this Constitution as the Constitution of the Foundation but not before the Effective Date.

12 Powers and duties of the Board of Management

(a) In order to facilitate the Foundation achieving and promoting its objects and to exercise the powers under clause 5, the Board of Management may:

(1) raise money on behalf of the Foundation or any Approved Fund and give security by mortgage charge or lien over all or any part of the property of the Foundation beneficially held by it subject to the approval of the Board of Governors in each instance;

(2) appoint any professional advisers or acquire any other assistance or service required by the Foundation in the carrying out of its activities and operations and pay reasonable remuneration and fees for those services;

(3) open and close any bank account and operate the same in the ordinary course of business for and on behalf of the Foundation;

(4) invest moneys for the Foundation or under the control or trusteeship of the Foundation in such manner as the Board of Management may determine;

(5) act as trustee of any trust or other fund;

(6) raise finance in any manner it sees fit including the undertaking of or participating in commercial ventures at any time;

(7) act as nominee trustee agent attorney, delegate substitute or financial controller either solely or jointly with others or any person or persons company, corporation fund trust or institution and to undertake any other office of trust and to perform and discharge the duties and functions incidental in respect of those functions and generally to transact all kinds of business either gratuitously or otherwise;

(8) give mortgages charges or other securities over any part of the real or personal property of the Foundation;

(9) insure any property of the Foundation against any risk the Board of Management considers necessary and pay all premiums in respect of any insurance policies taken out by the Board of Management in relation to that property;

(10) to purchase sell lease or grant a lease acquire hold either solely or jointly with any other party and in any way deal with real or personal property of any kind including any business undertaking or scheme;

(11) lend and advance money or give credit to any person or company or the School to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or company or the School to secure or undertake in any way the repayment of moneys lent or advanced to or liabilities incurred by any person or company or the School and to otherwise assist any person or company or the School;
borrow or raise or secure the payment of money in such manner as the Board of Management may think fit and to secure the same or the repayment or performance of any debt liability contract guarantee or other engagement incurred or to be entered into by the Foundation in any way and in particular by the issue of debentures perpetual or otherwise charged upon all or any of the Foundation’s property and to purchase redeem or pay off any such security;

borrow or accept moneys from the Board of Governors with or without security for the purposes of the Foundation;

exercise all or any powers and to do all such acts and things as may appear to the Board of Management conducive to the attainment of the objects of the Foundation; and

employ on a full-time or part-time basis such persons companies partnerships or institutions as the Board of Management may consider appropriate.

(b) The Board of Management must ensure that:

(1) an up to date Register of Foundation Members recording the names, addresses (including email addresses), notification by any Foundation Member that he or she accepts notices of General Meetings being published on the School’s Official Website as effective notice to that Foundation Member of any General Meeting, dates of admission and any other details of Foundation Members relevant to the Foundation; and

(2) all records, books, documents and securities of the Foundation, are properly stored and maintained at the Foundation’s Office and be available for inspection by the Foundation Members during normal business hours of the School.

13 General Meetings

(a) Annual General Meetings shall be held within the first six months of each Accounting Year and otherwise at such time and place as the Board of Management may determine.

(b) All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

(c) The Board of Management must, on the requisition in writing of at least three Members immediately convene a General Meeting of the Foundation to be held as soon as practicable but, in any case, not later than two months after the date of the deposit of the requisition with the Board of Management.

(d) A requisition shall state the object of the meeting and shall be signed by the requisitioning Members and deposited at the office of the Foundation and may consist of several documents in like form each signed by one or more of the requisitioning Members.

(e) If the Board of Management does not, within twenty one days after the date of the deposit of the requisition, proceed to convene a meeting, the requisitioning Members in the same manner as nearly as possible as that in which meetings are to be convened by the Board of Management, convene a meeting.

(f) A meeting convened by requisitioning members in accordance with clause 13(e) shall be held not more than three months after the date of the deposit of the requisition.
(g) A meeting of the Foundation Members shall be convened by fourteen clear days' written notice specifying the place the day and the hour of the meeting and in the case of special business the general nature of that business.

(h) A meeting shall, notwithstanding that it is convened by notice shorter than is required by clause 13(g), be deemed to be duly convened if it is so agreed:

1. in the case of a meeting convened as the Annual General Meeting, by all Members entitled to attend and vote at the meeting; or

2. in the case of any other meeting, by a majority in number of the Members having a right to attend and vote at the meeting.

(i) Notice of every General Meeting shall be served on every Foundation Member having right to attend and vote at the meeting in the manner in which notices are required to be served by clause 20(a).

(j) For the purpose of clause 13(g) all business shall be special that is transacted at an Extraordinary General Meeting and also all that is transacted at an Annual General Meeting with the exception of the consideration of the Financial Statements of the Foundation and the reports of the Board of Management and the Auditor and the appointment of Appointed Board Members and the appointment of the Auditor.

14 Proceedings at General Meetings

(a) The business of Annual General Meeting shall be to receive and consider the Financial Statements of the Foundation, the report of the Board of Management, the report of the Auditors, note the appointments of the Appointed Board Members under paragraph (a) of clause 9 and the appointment of the President under clause 11(c) in the place of those retiring and appoint and fix the remuneration of the Auditors.

(b) 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. Save as herein otherwise provided three Members present in person shall be a quorum.

(c) If within half an hour from the time appointed for the meeting a quorum is not present the meeting if convened upon the requisition of Members shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Board of Management may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present (being not less than three) shall be a quorum.

(d) The President shall preside as Chair at every General Meeting of the Foundation or if there is no President or if he or she is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice President shall be the Chair or if he or she is not present or is unwilling to act, then the Members present shall elect one of their number to be Chair of the meeting.

(e) The Chair 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. When a meeting is adjourned for thirty days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Except as stated above, it shall not be necessary to give any notice of an adjournment or the business to be transacted at an adjourned meeting.
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:

1. by the Chair; or
2. by at least two members present in person.

Unless a poll is so demanded a declaration by the Chair that a resolution has on a show of hands been carried unanimously or by a particular majority or lost an entry to that effect in the book containing the minutes of the proceedings of the Foundation shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.

If a poll is demanded it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the Chair directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded but a poll demanded on the election of a Chair or on a question of adjournment shall be taken forthwith.

In the case of equality of votes whether on a show of hands or on a poll the Chair of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.

Every Member present in person shall have one vote.

15 Minutes

(a) The Board of Management must cause to be kept and recorded minutes of all resolutions and proceedings of General Meetings of the Foundation and all meetings of the Board of Management and shall cause such minutes to be signed by the Chair of the meeting or of the next meeting. Copies of all such minutes must be sent immediately to the Members and to the Board of Governors.

(b) The minutes described in paragraph (a) of this clause must be kept in the Foundation's Office.

16 Accounts

(a) The Board of Management must cause:

1. proper accounts to be kept with respect to all Approved Funds administered by the Foundation and all sums of money received and expended by the Foundation and the matter in respect of which the receipt and expenditure takes place and the assets and liabilities of the Foundation and all Approved Funds administered by it;

2. Financial Statements to be prepared for each Accounting Year in respect of the Foundation and all Approved Funds administered by it in accordance with the appropriate accounting standards and best practice.

(b) The accounts shall be subject to audit and a duly audited copy of the Financial Statements shall be furnished to all Foundation Members and to the Board of Governors not less than fourteen days prior to the date of the Annual General Meeting at which the annual accounts are to be presented.
17 Money received by the Foundation

All moneys (other than contributions to the School or any Approved Funds) received by or on behalf of or as a result of the activities of the Foundation shall after meeting normal management operation and collection costs be applied for the promotion of the objects of the Foundation subject to the prior agreement in writing of the Board of Governors.

18 Audit

(a) A qualified Auditor or Auditors must be appointed by the Foundation who will report to the Members on the particulars of the income and expenditure of the Foundation and the assets and liabilities of the Foundation contained in the statement required to be laid before the Foundation at the Annual General Meeting each year and on the Foundation’s accounting records and other records relating to those particulars.

(b) The Foundation must appoint the Auditor or Auditors of the School as the Auditor or Auditors of the Foundation or such other Auditor or Auditors as the Board of Governors notifies the Foundation from time to time.

19 Seal

(a) The Board of Management must provide for the safe custody of the Seal, which shall be used only by the authority of the Board of Management and every instrument to which the Seal is affixed shall be signed by two members of the Board of Management.

(b) The following form shall be the form of attestation to be used by the Foundation on affixing the Seal:

The common seal of
Hale School Foundation (Inc.)
is fixed to this document by authority of the Board of Management in the presence of

sign here ► sign here ►

print name ► print name ►

(c) The Board of Management will provide for the safe custody of a record of all documents to which the Seal has been affixed.
20 Notice

(a) A notice may be given by the Board of Management and the Foundation to any Member and Foundation Member as required under this Constitution either:

(1) Personally;

(2) by sending it by post to him or her at his or her registered address or (if he or she has no registered address within the Commonwealth of Australia) to the address if any within the Commonwealth of Australia supplied by him or her to the Foundation for the giving of notices to him or her; or

(3) by email to the email address of a Foundation Member as recorded in the Register of Foundation Members at that time.

Where a notice is sent by post, service of the notice is deemed to be effected by properly addressing and posting a letter containing the notice and to have been effected in the case of a notice of meeting on the second day after the day of its posting to any address whether within the Commonwealth of Australia. A certificate in writing signed by any Member that the letter containing the notice was so addressed and posted or emailed to a Member or Foundation Member will be conclusive evidence of the same.

(b) Notice of every General Meeting will be deemed to have been duly given to those Members and Foundation Members who have indicated to the Board of Management in writing and the Register of Foundation Members that he or she is agreeable to the same, if such notice is published on the School’s Official Website not earlier than one month prior to the date of a General Meeting nor later than the fifteenth day prior to the date of that General Meeting.

(c) Notices of every General Meeting must be given to every Member and Foundation Member except those members who having no address within the Commonwealth of Australia, have not supplied to the Foundation an address within the Commonwealth of Australia for the giving of notices to them. No other person shall be entitled to receive notices of General Meetings. The Auditor or Auditors must receive notice of an Annual General Meeting, The Board of Governors must receive notice of all General Meetings and meetings of the Board of Management.

21 Members not to obtain benefit

The income and property of the Foundation however derived, must be applied solely towards the promotion of the objects of the Foundation as set out in this Constitution, and no portion of that income or property may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Members or Foundation Members provided that nothing contained in this clause prevents the payment in good faith of:

(a) reasonable and proper remuneration to any Officers or employees of the Foundation or to any Member in return for any services actually rendered to the Foundation or for goods supplied in the ordinary and usual way of business;

(b) interest at a rate not exceeding the rate for the time being fixed for the purposes of this clause by the Board on money borrowed from any Member or Foundation Member; or

(c) reasonable and proper rent for premises demised or let by any Member or Foundation Member;
but so that no Member may be appointed to any salaried office of the Foundation or any office of the Foundation paid by fees and that no remuneration or other benefit in money or money’s worth shall be paid or given by the Foundation to any Member except for repayment of out-of-pocket expenses and interest at the rate aforesaid in clause 21(b) on money lent to the Foundation and reasonable and proper rent for premises demised or let to the Foundation provided that those last mentioned provisions will not apply to any company of which a Member may be a member and in which such Member does not hold more than one per cent of the capital and such Member shall not be bound to account for any share of profits he or she may receive in respect of such payment.

22 Disqualification

(a) No Foundation Member shall conduct himself or herself so as to bring the Foundation or himself or herself into discredit or disrepute.

(b) If it appears to the Board of Management that any Foundation Member is guilty of a breach of the provisions of this Constitution, or is guilty of any misconduct, the President, if directed to do so by the Board of Management, must give notice in writing to that Member to appear before the Board of Management at a time and place specified in the notice and the Board of Management may make whatever enquiry as it considers appropriate in the circumstances and may, in the exercise of its discretion, reprimand the member, as the Board of Management may think fit, or may forfeit that Foundation Member’s membership of the Foundation and inform the President of the decision of the Board of Management after which, the President must immediately inform the Foundation Member.

(c) Subject to clause 23, the provisions of paragraph (f) clause 10 of this Constitution will apply.

(d) The Board of Governors may give notice to the Board of Management of any conduct by a Member which it considers breaches clause 22(a) or constitutes a breach of a Member’s obligations under this Constitution in which case, the provisions of clause 22(b) will apply.

23 Appeal

(a) Every determination of the Board of Management in pursuance of clause 22(b) affecting a Foundation Member is subject to appeal to the Board of Governors at the instance of that Member provided that an appeal against the Board of Management’s determination must be lodged with the Board of Governors within one month of that determination and the decision of the Board of Governors will be final and binding on the parties.

(b) Any referral to the Board of Management under paragraph (d) of clause 22 can not be the subject of any further appeal or consideration following the determination of the Board of Management in respect of that referral.

24 Alterations, additions and amendments

(a) No addition alteration or amendment shall be made to or in this Constitution for the time being in force unless the same shall have been passed by not less that seventy five per cent of the Members present at a General Meeting of the
The Foundation may be dissolved or wound up with the approval of the Board of Governors by a Resolution at any Annual General Meeting or at an Extraordinary General Meeting called for such purpose. If upon the winding up or dissolution of the Foundation there remains, after satisfaction of all debts and liabilities, any property whatsoever, the same must not be paid to or distributed amongst Members but shall be given or transferred to the Board of Governors to be used for the benefit of the School or if the School shall cease to exist then for the benefit of other Anglican educational institutions within the State of Western Australia and in such shares and proportions as may be determined by the members of the Foundation with the approval of the Board of Governors at or prior to the time of winding up or dissolution and insofar as effect cannot be given to the above provisions then, to some charitable object within the State of Western Australia as may be determined by the Members at or prior to the time of winding up or dissolution.

26 By-laws

The Board of Management may with the prior approval in writing of the Board of Governors determine By-Laws for the operation of the Foundation and its Committees not otherwise provided for in this Constitution.

27 Effective Date

Without affecting any other provisions of this Constitution making reference to it, from and including the Effective Date the Constitution will be as set out in this document and to the extent there is any conflict with or variation of the Constitution immediately prior to the Effective Date, the Constitution as set out in this document will prevail.