COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

- of –

FINTONA GIRLS’ SCHOOL

1) The name of the Company is “Fintona Girls’ School” (hereinafter called “the School”).

2) The objects for which the School is established are –
   a) to acquire and carry on the School at present conducted by Margaret Estelle Cunningham under the style or name “Fintona Girls’ School” and to that end to enter into and execute the Agreement referred to in the Articles of Association and to carry the same into full force and effect with or without modification;
   b) to undertake, carry on and promote education in all branches and in particular to provide facilities for the education of the girls of the nature of those hitherto undertaken at the School;
   c) to undertake, organize and provide facilities for recreation for pupils of the School and others associated with the School;
   d) to provide non-denominational protestant religious instruction for pupils of the school;
   e) to provide accommodation and lodging for the staff, pupils and others associated with the School;
   f) to promote, carry on and undertake research in all matters affecting or relating to education;
   g) to provide for the delivery and holding of lectures, exhibitions, public meetings, classes and conferences calculated directly or indirectly to advance and promote the cause of education in all its branches, general, professional, technical or otherwise;
   h) to train teachers and others;
   i) to employ and remunerate out of the funds of the School such officials, employees, servants and agents including a suitable teaching and examining staff, as may be thought expedient or proper for carrying into effect the objects of the School or any of them;
   j) to receive from Members, students, examination candidates and others annual or other subscriptions and fees for teaching or instruction or for examination and to apply such fees for or towards the objects of the School;
   k) for the purposes of the School to accept or acquire (whether or not subject to any charge condition or trust) any gift device or bequest of any land, buildings, money, chattels or other assets or to take the same on loan or lease and to give effect to any condition or trust to which the same may be subjected or pay off and redeem the same from any charge;
   l) to create, endow or to procure to be created founded or endowed any scholarships, bursaries, exhibitions or arrangements for special or preferential treatment of pupils or former pupils of the School and to provide and award prizes;
   m) to purchase, take on lease, hire, exchange or otherwise acquire and deal in any real personal property which is deemed convenient for any of the purposes of the School and to construct, maintain, renovate and alter buildings, houses, works, playgrounds and other things useful for carrying on
the objects of the School;
n) to acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the School is authorized to carry on;
o) to purchase, acquire, hold, sell and deal in and with shares, debentures or any other securities of any other Company;
p) to raise funds or obtain assistance by fetes, bazaars or other means;
q) to print and publish books, periodicals, leaflets, newspapers and the like and to disseminate information of all kinds calculated to advance education;
r) to subscribe money for or to any educational or charitable fund or object and to amalgamate or affiliate with any other School body or persons having objects wholly or substantially similar to the objects of the School;
s) to acquire, maintain, renew or establish a library or libraries (whether references or circulating) for the use of pupils of and others associated with the School;
t) to enter into any arrangements with any Government or authority, supreme, municipal, local or otherwise, that may seem conducive to the Company's objects, or any of them: and to obtain from any such Government or authority any rights, privileges and concessions which the Company may think it desirable to obtain: and to carry out, exercise, and comply with any such arrangements, rights, privileges and concessions;
u) to establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees of the School or of its predecessors in business, or the dependants or connections of any such persons; and to grant pensions and allowances; and to make payments towards insurance; and to subscribe or guarantee money for charitable objects:

v) for the purposes aforesaid to apply for, secure, acquire by grant, legislative enactment, assignment, transfer, purchase or otherwise and to exercise, carry out and enjoy any charter, licence, power, authority, franchise, concession, right or privilege, which any Government or authority or any corporation or other public body may be empowered to grant; and to pay for, aid in, and contribute towards carrying the same into effect;

w) to establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees of the School or of its predecessors in business, or the dependants or connections of any such persons; and to grant pensions and allowances; and to make payments towards insurance; and to subscribe or guarantee money for charitable objects:

3) The income and property of the School whencesoever derived, shall be applied solely towards the promotion of the objects of the School as set forth in this
Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever, by way of profit to members of the School PROVIDED THAT nothing herein contained shall prevent the payment in good faith of remuneration to any officers or servants of the School or to any Member of the School in return for any services actually rendered to the School nor for goods supplied in the ordinary and usual way of business, nor prevent the payment of interest at a rate not exceeding the rate for the time being fixed by the Articles of Association on money borrowed from any Member of the School or reasonable and proper rent for premises demised or let by any Member to the School but so that no Member of the Board of Management or governing body of the School (unless employed as principal, mistress, instructor or teacher) shall be appointed to any salaried office of the School or any office of the School paid by fees and that no remuneration or other benefit in money or money’s worth shall be given by the School to any member of such Board or governing body (unless employed as principal, mistress, instructor or teacher) except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the School.

4) deleted
5) deleted
6) The liability of the Members of the School is limited.
7) Every Member of the School undertakes to contribute to the assets of the School in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for payment of the debts and liabilities of the School contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up and for adjustments of the rights of the contributories among themselves, such amount as may be required not exceeding $20.00.
8) If upon the winding up or dissolution of the School there remains after satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed amongst the members of the School but shall be given or transferred to the University of Melbourne, Carlton in the State of Victoria.
9) True accounts shall be kept of the sums of money received and expended by the School and the matters in respect of which such receipt or expenditure takes place and of the property, credits and liabilities of the School and subject to any reasonable restrictions as to time and manner of inspecting the same that may be imposed in accordance with the regulations of the School for the time being shall be open to the inspection of the Members. Such accounts shall upon written request of the Attorney-General be made available for inspection by him or by anyone authorized in writing by him for the purpose. Once at least in every year the accounts of the School shall be examined by one or more properly qualified auditor or auditors.

WE the several persons whose names and addressed are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association.

Names, Addresses and Description of Subscribers
1. Full name: Margaret Estelle Cunningham
   Address: 79 Balwyn Road, Balwyn E.8
   Occupation: Teacher
   Witness to the above signature: G.V. Harris

2. Full name: Beatrice Jean Chilvers
   Address: 637 Burke Road, Hawthorn E.3.
   Occupation: Teacher
   Witness to above signature: G.V. Harris

3. Full name: Elizabeth Mary Butt
   Address: 19 Hamilton Road, Malvern
   Occupation: Teacher
   Witness to the above signature: G.V. Harris

4. Full name: Winifred Gertrude Findlay
   Address: 1 Lynch Court, Balwyn
   Occupation: Housewife
   Witness to the above signature: G.V. Harris

5. Full name: Eleanor Emiloch Piper
   Address: 12 Sargood Street, Toorak
   Occupation: Secretary
   Witness to the above signature: G.V. Harris

6. Full name: Elizabeth Margaret Clarke
   Address: 54 Mountain View Road North Balwyn
Occupation: Home Duties

Witness to the above signature: G.V. Harris

7. Full name: Gwenneth Eleanor Dyson
   Address: 381 Wattletree Road, Malvern East
   Occupation: Housewife
   Witness to the above signature: G.V. Harris
   Solicitor, Melbourne

DATED the 6th day of December, 1961

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

-of-

FINTONA GIRLS’ SCHOOL

In these regulations unless the context otherwise requires:-
“The School” means this Company.
“The Founder” means Margaret Estelle Cunningham
“The Law” means the Corporations Law.

Words importing singular shall include the plural and vice versa.

Words importing feminine gender shall include masculine gender.

Words importing persons shall include bodies corporate.

A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

Subject to the foregoing, Division 10 of Part 1.2 of the Corporations Law applies in relation to these articles as if these articles were an instrument referred to in section 110B.

An expression that is given a special meaning by a Part or Division of the Corporations Law has the same meaning in any of these articles which deal with the same matters.

MEMBERS
2. The subscribers to the Memorandum of Association and such other persons as shall be admitted pursuant to these Articles shall be members of the School.

3. (a) A person shall be eligible to become a member of the School if (not being a subscriber to the Memorandum of Association):

(i) she is or has been a member of the staff of the School either as presently by its Memorandum and Articles of Association constituted or as previously carried on by the Founder; or

(ii) she is a former pupil of the School (in the same sense).

(b) Any person desiring to become a member of the School shall lodge with the School at its registered office for the time being an application in writing signed by herself and by one member of the School as sponsor of such application. By such application the person applying for membership shall undertake to be bound by these Articles and by the rules and regulations of the School. The Board shall consider such application and may admit such proposed member if in its absolute discretion it thinks fit but without being bound to give any reason for refusing or failing to do so. The application for membership shall be in such form as the Board from time to time determines.

CESSATION OF MEMBERSHIP

4. Any member may by notice in writing to the School resign her membership and notwithstanding anything contained in the Articles the Board may if in its discretion it thinks fit refund to any member resigning from the School a part of her annual subscription (if applicable) proportionate to the period of the current year unexpired at the date of the resignation of such member. Lifetime membership subscriptions will not be refunded to members resigning from the School.

5. If the subscription to the School payable by any member shall not be paid by such member within six calendar months from the date when such subscription becomes due notice that such subscription is overdue shall be sent to each member by the Board and if such notice fails to pay such subscription the Board may remove her name from the Register of Members of the School and from the date of such removal she shall cease to be a member.

6. A person whose name has been removed from the register of Members pursuant to the immediately preceding Article may at any time apply for reinstatement as a member and such person may be reinstated upon such terms and conditions as the Board may think fit but the Board may refuse to reinstate such person and may decline to assign any reason for such refusal.

7. Any person ceasing by resignation or otherwise to be a member of the School shall have no further claim upon or interest in the assets of the School but no such cessation of membership shall prejudice the right of the School to recover from any former member or the personal representatives or trustee of a deceased or bankrupt member any arrears of subscription or any other sums due from such member to the School when she ceased to be a member.
SUBSCRIPTIONS

8 The entrance fee, and annual subscription or once only lifetime membership subscription (as applicable), payable by members of the school will be fixed by the Board from time to time.

9 All entrance fees and subscriptions payable to the school shall be paid on the first day of the financial year of the school which for annual memberships, shall be deemed to be the first day of January in each year or such other date as from time to time may be decided by the Board. For lifetime memberships, each new Member electing to join the school as a lifetime Member must pay the lifetime membership fee within two calendar months after the date on which the Board notifies that person that their application for membership is successful, or by the next Annual General Meeting following that date, whichever is earlier. Annual Members may become lifetime Members by notifying the Board and paying the then current lifetime membership fee at any time before the next annual subscription payment is due.

10. Every person admitted to be a member shall forthwith upon her admission pay a subscription for the financial year of the School current at the date of her admission.

GENERAL MEETINGS

11. A general meeting of the School (“the Annual General Meeting”) shall be held once at the least in every calendar year and not more than fifteen months after the holding of the last preceding Annual General Meeting at such time and place as are prescribed by the Board.

12. All general meetings other than the Annual General Meeting shall be called Extraordinary General Meetings.

13. The Board may whenever it thinks fit convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on such requisition or in default may be convened by such requisitions as provided by Section 246 of the Law.

SPECIAL BUSINESS

14. All business shall be deemed special that is transacted at an Extraordinary General Meeting and all that is transacted at the Annual General Meeting with the exception of the consideration of the accounts, balance sheets and the report of the Board and of the Auditor of the School, the election of members of the Board in place of those retiring and the appointment of an auditor and the fixing of the auditor’s remuneration.

PROCEEDINGS AT MEETINGS

15. 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. Three members of the School (whose subscriptions to the School are not in arrears) present personally or by proxy or attorney shall be a quorum at a general meeting.

16. If within fifteen minutes 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, and if at the adjourned meeting quorum is not present within fifteen minutes from the time appointed for the meeting the meeting shall be dissolved.

17. The Chair of the Board shall preside as Chair at every general meeting of the School, or if she is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as Chair the members present shall choose one of their number to be Chair.

18. The Chair may with the consent of any meeting at which a quorum is present (and shall if so desired 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 at which the adjournment took place. When the meeting is adjourned for ten days or more at any one time notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

19. 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 by at least two members present personally or by proxy or attorney entitled to vote and 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 of the proceedings of the School shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.

20. If a poll is duly demanded it shall be taken in such manner as the Chair directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

21. In the case of an 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.

VOTES OF MEMBERS

22. At meetings of members each member who’s subscription shall not be in arrears and who is present in person or by proxy or by attorney shall have one vote.

23. The instrument appointing a proxy shall be in writing under the hand of the appointor or her attorney duly authorized in writing.

24. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority
shall be deposited at the registered office of the School not less than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote and in default such instrument shall not be treated as valid.

25. An instrument appointing a proxy shall substantially be in the following form or any other form which the Board approves:

“FINTONA GIRLS’ SCHOOL

I of
Being a member of Fintona Girls' School hereby appoint Of
As my proxy to vote for me and on my behalf at (the Annual or Extraordinary as the case may be) General Meeting of the School to be held on the day Of 20 and at any adjournment thereof.

SIGNED this day of 20 "

BOARD OF DIRECTORS

26. The business and affairs of the School shall be managed by the Board of Directors.

27. (a) Unless and until otherwise determined by the School in general meeting the number of the members of the Board shall be not less than two nor more than twelve.

(b) A person who is not a member of the School shall not serve as a Director unless there are concurrently a minimum of four Directors who are members of the School.

27A A Chair of the Board shall be elected by the Directors at the Board Meeting Immediately preceding the Annual General Meeting.

28. The Board may exercise all such powers of the School as are not by the Law or by these Articles required to be exercised by the School in general meeting subject nevertheless to these Articles and to the provisions of the Law and to any regulations in accordance with the Articles or the Law or as are prescribed by the School in general meeting but no regulation by the School in general meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

RETIREMENT OF DIRECTORS

29. (a) Directors shall be elected for an initial period of three years.

(b) At the end of the three-year period, Directors shall retire. Directors seeking a further term(s) shall offer themselves for re-election at the next Annual General Meeting.
(b) deleted.

(c) deleted.

(e) A Director shall not serve as Chair for more than six consecutive years.

30. Subject to Clauses 27 and 29, the School at the Annual General Meeting at which
Directors retire in manner aforesaid may fill up the vacated office by electing a
person or persons thereto and in default thereof the retiring directors who have
offered themselves for re-election shall be deemed to have been re-elected.

31. Subject to Clauses 27 and 29 a retiring Director shall be eligible for re-election.

32. The Board may at any time appoint any person to be a Director, either to fill a
casual vacancy or as an addition to the existing Directors, but so that the total
number of Directors does not at any time exceed the number determined in
accordance with these Articles. Any person so appointed holds office only until the
next following Annual General Meeting and is then eligible for re-election but shall
not be taken into account in determining the Directors who are to retire by rotation at
the meeting.

33. The School may by special resolution remove any Director before the expiration
of her period of office any may by an ordinary resolution appoint another person in
her stead. The person so appointed shall be subject to retirement at the same time
as if she had become a Director on the day on which the person in whose place she
is appointed was last elected a Director.

DISQUALIFICATION OF DIRECTORS

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

(a) becomes bankrupt or makes any arrangement or composition with her creditors
generally;
(b) becomes of unsound mind or a person whose person or estate is liable to be
dealt with in any way under the law relating to mental health;
(c) resigns her office by notice in writing to the School; or
(d) for more than six months is absent without permission of the Directors from
meetings of the Board held during that period.

35. A Director shall not vote in respect of any contract or proposed contract in which
she is interested or any matter arising thereout and if she does so her vote shall not
be counted.

PROCEEDINGS OF THE BOARD

36. The Board may meet together for the dispatch of business and otherwise
regulate its meetings as it thinks fit. Questions arising at any meeting shall be
decided by a majority of votes. In the case of an equality of votes the Chair of the
meeting shall have a second or casting vote. A Director may at any time summon a
meeting of the Board. The quorum necessary for the transaction of the business of
the Board shall be two Directors.

37. The continuing Directors may act notwithstanding any vacancy in their body but if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum the continuing Directors may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the School but for no other purposes.

38. The Board shall cause minutes to be made in books provided for the purpose:-

(a) of all appointments or officers made by the Board;
(b) of the names of the Directors present at each meeting of the Board and of any sub-committee;
(c) of all resolutions and proceedings at all meetings of the School and of the Board of any sub-committee.

39. A resolution in writing signed by all Directors shall be valid and effectual as if it had been passed at a meeting of the Board duly called and constituted.

SUB-COMMITTEES OF THE BOARD

40. The Board may delegate any of its powers to one or more sub-committees. The members of any such sub-committee shall be Directors. Any sub-committee so formed shall in exercise of the powers so delegated conform to any regulations that are imposed upon it by the Board.

41. Any sub-committee may elect a Chair of its meetings and determine the period for which she is to hold office but if no such Chair is elected or if at any meeting the Chair is not present within five minutes after the time appointed for holding the same the members present may choose one of their number to be Chair of the meeting.

42. Any sub-committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members of the sub-committee present and in the case of any equality of votes the Chair shall not have a second or casting vote.

SEAL

43. The seal of the School shall not be affixed to any instrument except by the authority of a resolution of the Board and not less than two Directors shall sign every instrument to which the seal of the School is affixed.

REGULATION OF THE AFFAIRS OF THE SCHOOL

44. Subject to these regulations and to the directions (if any) given by the School in general meeting the Board may make alter and repeal rules and give directions for the regulation of the affairs of the School and otherwise for the promotion of the objects set out in its Memorandum of Association.

ACCOUNTS
45. True accounts shall be kept of the sums of money received and expended by the School and the matter in respect of which such receipt or expenditure takes place and of the property, credits and liabilities of the School and subject to any reasonable restrictions as to time and manner of inspecting the same that may be imposed in accordance with the regulations of the School for the time being shall be open to the inspection of the members. Such accounts shall upon the written request of the Attorney-General be made available for inspection by him or by anyone authorised in writing by him for the purpose.

NOTICES

46. A notice may be given by the School to any member either personally or by sending it by post or to her registered address, or (if she has no registered address within Victoria) to the address, if any, within Victoria supplied by her to the School for the giving of notices to her. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting on the day after the date of its posting, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

INDEMNITY

47. (a) The School must indemnify every Director, Secretary and other Officer of the School against all costs, losses and expenses, including any liabilities referred to in Section 241(2) of the Law, which she becomes liable to by reason of any contract entered into or act of thing done as a Director, Secretary or other Officer or in discharge of her duties. No indemnity will apply under this paragraph (a) for any liability which may by law or otherwise attach by reason of the negligence, default, breach of duty or breach of trust of which the officer may be guilty in relation to the School.

(b) Each Director, Secretary and other Officer or Auditor for the time being of the School must be indemnified out of the assets of the School against any liability incurred by her:—

(i) in defending any proceedings whether civil or criminal, in which judgement is given in her favour or in which she is acquitted; or

(ii) in connection with any application in relation to any such proceedings in which relief is granted to her under the Law by the Court.