



HILLS

**CHRISTIAN
COMMUNITY
SCHOOL**

CONSTITUTION

THE HILLS CHRISTIAN COMMUNITY SCHOOL INC.

PO BOX 120, VERDUN SA 5245

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**THE CONSTITUTION
OF
THE HILLS CHRISTIAN COMMUNITY SCHOOL INC.**

AS AMENDED AT THE GENERAL MEETING
ON 25 November 2021

1. Name

- 1.1 The name of the incorporated association is “The Hills Christian Community School Inc.”, referred to herein as “HCCS”.

2. Definitions

2.1 In this Constitution the following definitions apply:

- 2.1.1 ‘*Act*’ means the *Associations Incorporation Act 1985* (SA);
- 2.1.2 ‘*annual general meeting*’ means the *general meeting* as described in Clause [9.1];
- 2.1.3 ‘*board*’ means *committee* including any co-opted member of the *committee*;
- 2.1.4 ‘*committee*’ means the committee of management of HCCS;
- 2.1.5 ‘*fees*’ means *School fees* or *enrolment fees*;
- 2.1.6 ‘*general meeting*’ means a meeting of *members* of HCCS described by Clause [9.2];
- 2.1.7 ‘*member*’ means a person who complies with the requirements of Clause [7] and includes ordinary members and honorary members;
- 2.1.8 ‘*month*’ means a calendar month;
- 2.1.9 ‘*parent*’ means:
- 2.1.9.1 a person who has legal custody or guardianship of a *student*; or
- 2.1.9.2 a person acting in the place of a parent to a *student*.
- 2.1.10 ‘*School*’ means any of the educational institutions operated by HCCS;
- 2.1.11 ‘*special resolution*’ means a resolution passed at a properly convened meeting of the *members* of HCCS if:
- 2.1.11.1 at least 21 days written notice specifying the intention to propose the resolution as a special resolution has been given to all *members* of HCCS; and
- 2.1.11.2 it is passed at the meeting by not less than three-quarters of *members* voting at the meeting, including those voting by proxy;
- 2.1.12 ‘*student*’ means a person who is currently enrolled at a *School*;

2.2 In this Constitution:

2.2.1 italicised words have the meanings defined in this Clause;

2.2.2 the plural of a word is to be interpreted consistently with the singular of that word;

2.2.3 “Clause” means a clause of this Constitution.

3. Purposes and aims of HCCS

3.1 Purposes

HCCS is established and will be run for the purpose of educating *students* on the basis of the Christian faith, in accordance with the aims below and as expressed in the statement of belief in Clause [4].

3.2 Aims

HCCS will seek:

3.2.1 to operate on Christian principles, with a staff actively committed to the Christian faith, in accordance with the purposes, statement of belief and aims as set out in this Constitution;

3.2.2 to develop fully the spiritual, psychological, social, academic, creative and physical potential of each *student*;

3.2.3 to foster a co-operative relationship between *parents*, staff, *students* and *School*;

3.2.4 to give recognition and approval to all degrees of improvement and achievement in the pursuit of excellence;

3.2.5 to provide a comprehensive curriculum which includes worship and has a balanced use of Christian themes in all relevant areas and with a Christian emphasis in all studies;

3.2.6 to accept the common elements of the Christian faith while accepting the diversity of belief and interpretation, and avoiding any denominational doctrine or emphasis;

3.2.7 to be open, so far as its resources shall permit, to children of the community provided that their *parents* support the aims and purposes of the *School*;

3.2.8 to promote and facilitate beneficial relationships between *student*, family, staff, churches and the wider community;

4. Statement of belief

The HCCS statement of belief is as follows:

4.1 We believe the Bible to be the inspired word of God.

4.2 We believe that there is one God: Father, Son and Holy Spirit.

- 4.3 We accept that Jesus Christ is central in HCCS and therefore that everything that is done, including the learning, at any *School* or in any *School's* name should be done to honour Him.
- 4.4 We believe in the sovereignty of God in creation, providence, revelation, redemption and final judgment.
- 4.5 We believe that all mankind was created in the image of God but that man estranged himself from God and his neighbour by disobeying God's Word and that reconciliation is only possible through the love of God and the sacrifice which Christ made on our behalf.
- 4.6 We believe in the ministry of the Holy Spirit who enables us to live a Godly life.
- 4.7 We believe in the personal return of the Lord Jesus Christ.
- 4.8 We believe that all Christians are united in the Body of the Lord Jesus Christ.

5. Powers of HCCS

HCCS shall have all the powers conferred by section 25 of the *Act* and in addition shall have the following powers:

- 5.1 to take all actions which are necessary for and conducive to establishing and maintaining the *School*;
- 5.2 to carry into effect HCCS' purposes and aims, and to do all matters reasonably incidental thereto;
- 5.3 to purchase, acquire, hire, take on lease or exchange lands, buildings, easements and all other property whether real or personal;
- 5.4 to receive gifts and donations;
- 5.5 to demise, mortgage, lease or grant a licence or easement over any land building or other realty;
- 5.6 to sell, invest from time to time, dispose of or give in exchange or lend any real or personal property;
- 5.7 to hire and employ any person;
- 5.8 to effect and maintain any necessary or desirable insurance for the benefit or protection of HCCS its officers, servants or agents;
- 5.9 to pay or reimburse its officers, servants or agents in respect of expenses reasonably and properly incurred or to be incurred by them or any of them in the furtherance of their duties or HCCS's business;
- 5.10 to borrow, guarantee or raise money, with or without security, and to execute mortgages over all or any portion of HCCS's real or personal property and to execute assurances over the same;
- 5.11 to acquire and receive grants, donations and concessions of any property whether real or personal from any body, organization, governments, authority or person;

- 5.12 to erect, improve, extend, maintain, pull down or re-build any buildings or other structures belonging to or, (subject to any necessary consent of the owner or landlord) leased or occupied by, HCCS;
- 5.13 to bring or defend any legal proceedings (including arbitration proceedings), and to obtain and pay for any advice or other services from any professional or business person, body or organization which may be necessary or desirable in connection with HCCS's purposes or activities;
- 5.14 to grant scholarships, concessions and reductions in *fees*;
- 5.15 to make rules and regulations for the conduct or organisation of HCCS consistent with this Constitution;
- 5.16 to promote or affiliate with any organization that has similar purposes, aims and beliefs to those set out in Clauses [3] and [4].

6. Staff of HCCS

- 6.1 HCCS shall have at least one principal or head teacher, and such other staff as the *board* shall from time to time determine.
- 6.2 Each principal shall be appointed by the *board* on such terms and conditions as the *board* deems appropriate.
- 6.3 The *board* shall have power and responsibility for the appointment, conditions of employment and dismissal of staff including determination of salaries.
- 6.4 The principal and other staff shall be in full agreement with and support the purposes and aims set out in Clause [3] and statement of beliefs set out in Clause [4].
- 6.5 The staff should accept the diversity of the Christian faith of HCCS' *members* and seek to support the HCCS community by maintaining loving and caring relationships between *students*, staff, and *parents*. No one Christian denomination shall be promoted over another.
- 6.6 The principal shall make recommendations to the *board* concerning the appointment of other staff and the *board* shall give due weight to (but shall not be bound by) such recommendation.
- 6.7 The principal or other staff may, in case of urgency and for good reason be suspended from office on full pay for a period not exceeding 28 days by written notice signed by at least two officers and two other *members* of the *board*, or by the *board*. The *board* may renew such suspension from time to time.
- 6.8 (Serious misconduct) The principal or other staff may be dismissed by the *board* in its absolute discretion, without notice, by a resolution of which at least 21 days' notice has been given to *members* of the *board*, on grounds of serious misconduct.
- 6.9 (Misconduct or incompetence) The principal or other staff may be dismissed by the *board*, with or without notice, by a resolution of which at least 21 days' notice has been given to *members* of the *board*, on grounds of repeated misconduct or neglect of duty, or of proven incompetence. However, unless the person cannot by reasonable effort be found, they must first be given at least 21 days' notice in writing of the resolution together with a statement of the reasons for the proposed dismissal. The person must then be offered a hearing to make representations to the *board* personally or by a friend and if natural justice requires

it given any requested adjournment of the hearing. Where it is proposed to dismiss any staff other than the principal, the *board* shall seek the opinion of the principal on the matter.

6.10 The *board* may request the principal to provide a report on any staff or *student*, and the principal shall provide a report accordingly.

7. Membership

7.1 The two types of *member* of HCCS are ordinary *member* and honorary *member*.

7.2 Ordinary Member

7.2.1 Any person who:

7.2.1.1 is 18 years of age or older;

7.2.1.2 has affirmed in writing on the prescribed enrolment form their acceptance of and belief in the purposes and aims set out in Clause 3 and the statement of belief set out in Clause 4; and

7.2.1.3 is a *parent* or current employed staff member of HCCS,

may apply to become an ordinary *member* of HCCS through submission of the prescribed enrolment form.

7.2.2 The *board* in its absolute discretion will consider the application for membership and, if the application is approved, the person will become an ordinary *member* of HCCS.

7.3 Honorary Member

7.3.1 The *board* may at any time exercise its discretion to award to a person the status of honorary *member* for the period between the *board*'s decision and the next calendar year's *general meeting*.

7.3.2 The *board* may decide in its discretion to co-opt as *board* members, honorary *members* for periods of up to 12 *months*. Otherwise, honorary *members* are not eligible to vote at *board* and general meetings but have all other rights of a *member*.

7.4 Ordinary *members* shall pay *fees* for membership as the *board* shall determine from time to time.

7.5 The *fees* will apply to the current membership year as detailed in the prescribed enrolment form.

7.6 The fee shall be payable at a time that the *board* determines.

7.7 Any ordinary *member* whose fee is outstanding for more than three *months* after the due date for payment may have their membership of HCCS revoked, provided always that the *board* may reinstate such a person's membership on such terms as it thinks fit.

7.8 If a *parent* whose *student(s)* cease to be enrolled then their membership is considered resigned.

- 7.9 A *member* may resign from membership of HCCS by giving written notice to the secretary or public officer of HCCS. Any resigning *member* shall be liable for any outstanding *fees* which may be recovered as a debt due to HCCS.
- 7.10 Subject to giving a *member* an opportunity to be heard or to make a written submission, the *board* may resolve to expel a *member* upon a charge of misconduct detrimental to the interests of HCCS.
- 7.11 Particulars of the charge shall be communicated to the *member* at least one *month* before the meeting of the *board* at which the matter will be determined.
- 7.12 The determination of the *board* shall be communicated to the *member*, and in the event of an adverse determination the *member* shall, (subject to Clause [7.13] below), cease to be a *member* 14 days after the *board* has communicated its determination to the *member*.
- 7.13 It shall be open to a *member* to appeal the expulsion to HCCS at a *general meeting*. The intention to appeal shall be communicated to the secretary or public officer of HCCS within 14 days after the determination of the *board* has been communicated to the *member*.
- 7.14 In the event of an appeal under Clause [7.13] above, the appellant's membership of HCCS shall not be terminated unless the determination of the *board* to expel the *member* is upheld by the *members* of HCCS in a *general meeting* after the appellant has been heard by the *members* of HCCS, and in such event membership will be terminated at the date of the *general meeting* at which the determination of the *board* is upheld.
- 7.15 An officer may be expelled in the same manner as outlined in this Clause.
- 7.16 A register of *members* must be kept and contain:
- 7.16.1 the name and address of each *member*
 - 7.16.2 the date on which each *member* was admitted to HCCS, and
 - 7.16.3 if applicable, the date of and reason(s) for termination of membership.

8. The Board

- 8.1 The affairs of HCCS shall be managed and controlled by a *board* which, in addition to any powers and authorities conferred by this Constitution, may exercise all such powers and do all such things as are within the purposes of HCCS, and are not by the *Act* or by this Constitution required to be done by HCCS in *general meeting*.
- 8.2 The *board* has the management and control of the funds and other property of HCCS.
- 8.3 The *board* shall appoint a public officer as required by the *Act*.
- 8.4 Except as otherwise provided by this Constitution the *board* shall:
- 8.4.1 have the general control and management of the administration of the affairs, property and funds of HCCS;
 - 8.4.2 have authority to interpret the meaning of this Constitution and any matter relating to HCCS on which this Constitution is silent;
 - 8.4.3 determine policies in harmony with this Constitution and in accordance with decisions made at *general meetings*;

- 8.4.4 devise ways and means of obtaining the necessary funds for operating any *School*, and determine how those funds should be distributed and report this information to the *members* by the preparation and presentation of a budget annually for the ensuing year;
- 8.4.5 assure itself of the faithful carrying out of the HCCS's education programmes and policies;
- 8.4.6 propagate the cause of Christian education in the community by means of public meetings, literature, and any other methods thought appropriate;
- 8.4.7 establish sub-committees both standing and ad hoc to assist in the efficient running of HCCS. The *board* shall determine the requirements for membership and voting on sub-committees. Sub-committees may seek expert advice outside the membership of HCCS where such advice is not otherwise available;
- 8.4.8 appoint a principal and, together with such principal, staff who are in full agreement with and support the aims, purposes and statement of belief as contained in Clauses [3] and [4] and are Christians who are attempting to live out their Christian life and service in accordance with the statement of belief;
- 8.4.9 consider all matters relative to the educational programme and policies of any *School*, investigate qualifications of candidates for teaching positions and keep itself informed in regard to the scholastic quality and Christian character of the instruction given, the courses of study, discipline and equipment;
- 8.4.10 determine the amount of *fees*;
- 8.4.11 reduce *fees* in any particular case for good reason;
- 8.4.12 maintain HCCS's property, including land and buildings;
- 8.4.13 effect all conveyances, leases, mortgages, deeds, sales, contracts, covenants, assurances, and other transactions within HCCS's powers;
- 8.4.14 effect and maintain all necessary insurances;
- 8.4.15 negotiate and conduct relations with authorities, bodies and organizations, including Government departments;
- 8.4.16 invest from time to time moneys, securities and other valuables belonging to the association;
- 8.4.17 concern itself with all phases of the proper care, maintenance and adequacy of the physical equipment of HCCS.

8.5 **Appointment of the board**

- 8.5.1 The *board* shall be comprised of:
 - 8.5.1.1 The principal or if the position of principal is vacant, the *board*, must co-opt another member of the staff during the vacancy
 - 8.5.1.2 Eight *members* elected from an *annual general meeting*. Four *members* shall be elected to a maximum of eight notwithstanding clause 8.5.2 except that:

- 8.5.1.2.1 Not more than four elected members of the *board* may be *parents* who only have *students* attending the Early Learning Centre; and
- 8.5.1.2.2 not more than four elected members of the *board* may be *parents* who only have *students* attending the secondary *School*; and
- 8.5.1.3 any co-opted member of the *board*.
- 8.5.2 *board* members shall retire after a maximum of two years consecutive office notwithstanding clause 8.5.3.
- 8.5.2.1 On adoption of the constitutional changes at the General Meeting of November 2021, each current board member's term as measured at the 2022 AGM shall be reset to zero for those elected in November 2021 and one for those elected in November 2020, for the purpose of bringing the board election cycle in line with the Annual General Meeting.
- 8.5.3 A retiring *board* member shall be eligible to stand for re-election without nomination.
- 8.5.4 The Chairman, Vice Chairman, Treasurer, Secretary and Public Officer shall be selected by the *board* from the elected members of the *board* at the conclusion of each *annual general meeting* or if a vacancy occurs.
- 8.5.5 Other than retiring *board* members, no *member* shall stand for election unless two other *members* of HCCS have at least 28 days before the meeting nominated that person by delivering the nomination of that person to the secretary of HCCS. The nomination shall be:
 - 8.5.5.1 in writing and signed by the two proposers and by the nominee; and
 - 8.5.5.2 on the nomination form provided by HCCS which form shall include the nominee's affirmation of their acceptance of the possible role of *board* membership and their acceptance of and support for the purposes and aims and statement of belief as set out in this Constitution and restated on the nomination form.
- 8.5.6 In all cases a ballot shall be held and where the number of candidates is less than or equal to the number of vacancies a person shall only be deemed elected if they receive 51% or more of the valid vote.
- 8.5.7 Voting for the position of members of the *board* shall be by placing marks against the names of candidates up to the number of vacancies to be filled.
- 8.5.8 Postal votes for these elections shall be allowed for *members* who are unable to attend the meeting where the election is conducted.
- 8.5.9 The newly elected *board* will take office the day following its election.
- 8.5.10 The *board* may appoint a person to fill a casual vacancy, and such a *board* member shall hold office until the next *annual general meeting* of HCCS and shall be eligible for election to the *board* without nomination.
- 8.5.11 No staff other than the principal shall be a member of the *board*.

- 8.5.12 The *board* may, at its discretion, co-opt as members of the *board* not more than three (3) persons from time to time and persons so co-opted shall hold office for such time as the *board* shall specify or for one year whichever is the lesser. A person who has been previously co-opted may be co-opted again. Such co-opted members are required to affirm in writing their acceptance of and support for the purposes and aims and statement of belief set out in this Constitution.
- 8.5.13 Each person nominated or elected to the *board* must be a *member* of HCCS.
- 8.5.14 Any vacancy on the *board* may be filled by a *general meeting* following the procedure set out in Clauses 8.5.5 to 8.5.9 .
- 8.5.15 If any member of the *board* shall cease to hold the requisite qualifications for election or nomination to the *board*, they must forthwith cease to be a member of the *board*.
- 8.5.16 A member of the *board* may resign his or her office by notice in writing to the Chairperson or other officer of the *board*.

8.6 Meetings and procedures of the board

- 8.6.1 The *board* may meet by any method documented by the *board's* approved meeting procedures.
- 8.6.2 The *board* shall meet at least once every two *months*, save that the period of three *months* may elapse between meetings where Christmas Day falls in such period.
- 8.6.3 The *board* shall at each meeting appoint the date of the next meeting unless it decides for special reason on any occasion not to do so.
- 8.6.4 An extraordinary meeting on at least seven (7) days' notice in writing to the *board* members may be held if the Chairperson so directs, or if at least five *board* members deliver a requisition signed by them to the Chairperson (or in his/her absence, to the Vice Chairperson)
- 8.6.5 The quorum of the *board* shall be six, but the *board* may if it sees fit deliberate (but not pass resolutions) if at least four members are present.
- 8.6.6 Business shall be conducted pursuant to a written agenda to be given or sent to the *board* members on at least three (3) days' notice (or seven (7) days' notice for an extraordinary meeting). The agenda or accompanying notice shall specify the place, and date and time, of the meeting.
- 8.6.7 The Chairperson of the *board* or in his/her absence the person occupying the chair shall have a deliberative vote and in the case of a tied vote shall have a casting vote which he/she must use to maintain the status quo.
- 8.6.8 A member of the *board* having a direct or indirect interest in a contract or proposed contract with HCCS must disclose the nature and extent of that interest to the *board* as required by the *Act*, and shall not vote with respect to that contract or proposed contract. The member of the *board* must disclose the nature and extent of his or her interest in the contract at the next *annual general meeting* of HCCS.
- 8.6.9 The office of a *board* member shall become vacant if a *board* member is:

- 8.6.9.1 Disqualified from being a *board* member by the *Act*; or
- 8.6.9.2 Expelled as a member under this Constitution.
- 8.6.10 If any member of the *board* other than the principal shall fail to attend three successive meetings of the *board*, or four out of any six successive meetings they cease to be a member of the *board* unless the *board* decides otherwise.
- 8.7 The following shall be officers of HCCS:
 - 8.7.1 The Chairperson;
 - 8.7.2 The Vice Chairperson;
 - 8.7.3 The Treasurer;
 - 8.7.4 The Public Officer;
 - 8.7.5 The Secretary; and
 - 8.7.6 Any other member of the *board*.
- 8.8 The *board* may if it sees fit appoint any person to assist any of its officers.
- 8.9 If any officer shall be absent or unable to act from time to time, a person may be appointed by the *board* to act in the capacity of such officer for such time, and on such conditions, as the *board* may resolve.
- 8.10 An officer may resign by notice in writing to the Chairperson or other officer of HCCS.
- 8.11 HCCS shall have a common seal upon which its corporate name shall appear in legible characters.
- 8.12 The public officer of HCCS shall have charge of the Common Seal.
- 8.13 The seal shall not be used without the express authorisation of the *board*, and every use of the seal shall be recorded in writing by HCCS. The affixing of the seal shall be witnessed by the chairperson and the secretary.

9. General meetings

9.1 *Annual general meetings*

- 9.1.1 The board shall call an annual general meeting in accordance with the Act and this Constitution for the purpose of:
 - 9.1.2 the confirmation of the minutes of the previous *annual general meeting* and of any special *general meeting* held since that meeting;
 - 9.1.3 the consideration of the accounts and reports of the *board* and any auditor's report; and
 - 9.1.4 any other business requiring consideration by HCCS *members* through a *general meeting*.

9.2 *General meeting*

A *general meeting* is a meeting of the *members* of HCCS and is to be conducted as set out in this Clause.

9.3 ***Special general meeting***

- 9.3.1 The *board* may call a special *general meeting* of HCCS at any time;
- 9.3.2 Upon a requisition in writing of not less than 25% of the total number of *members* of HCCS the *board* shall, within one *month* of the receipt of the requisition, convene a special *general meeting* for the purpose specified in the requisition;
- 9.3.3 Every requisition for a special *general meeting* shall be signed by the relevant *members* and shall state the purpose of the meeting.
- 9.3.4 If the *board*, having received a valid requisition as described in Clause [9.3.2] above, fails to convene a special *general meeting* within the required period, a minimum of 50% of the *members* who signed the requisition may convene a special *general meeting*. Such a meeting shall be convened in a similar manner as prior recent meetings convened by the *board*. The *board* shall ensure that the requesting *members* are supplied free of charge with the contact details of all HCCS *members*, such details to be used by the requesting *members* for the sole purpose of convening the meeting. The reasonable expenses of convening and conducting such a meeting shall be borne by HCCS.

9.4 ***Notice of general meetings***

- 9.4.1 At least 14 days' notice of any *general meeting* shall be given to *members*. The notice shall set out where and when the meeting will be held, and particulars of the nature and order of the business to be transacted at the meeting.
- 9.4.2 Notice of a *general meeting* at which a *special resolution* is to be proposed shall be given at least 21 days prior to the date of the meeting.
- 9.4.3 Notice may be given by HCCS to any *member* by serving the *member* with the notice personally, by causing the notice to be included in the HCCS newsletter or by sending it by post to the address of the *member* appearing in the register of *members*.

9.5 ***Where a notice is sent by post***

- 9.5.1 the service is effected by properly addressing, prepaying and posting by ordinary mail a letter or packet containing the notice, and
- 9.5.2 unless the contrary is proved, service will be taken to have been effected at the time at which the letter or packet would be delivered in the ordinary course of post.

9.6 Inadvertent omission to give notice to one or more *members* of any meeting shall not invalidate that meeting or the proceedings and business transacted at that meeting.

9.7 ***Proceedings at general meetings***

- 9.7.1 Twenty *members* present personally or by proxy shall constitute a quorum for the transaction of business at any *general meeting*.

- 9.7.2 If within 30 minutes after the time appointed for the meeting a quorum of *members* is not present, a *general meeting* convened upon the requisition of *members* shall lapse. In any other case, the meeting shall stand adjourned to the same day in the next week, at the same time and place and if at such adjourned meeting a quorum is not present within 30 minutes of the time appointed for the meeting the *members* present shall form a quorum.
- 9.7.3 If the chairperson is not present within five minutes after the time appointed for holding any *general meeting*, or he or she is present but declines to take or retires from the chair, the *members* may choose a *board* member or one of their own number to be the chairperson of that meeting.
- 9.7.4 Other than meetings convened under Clause [9.3.2] the chairperson or the delegate of the chairperson shall preside as chairperson at *general meetings* of the association. Where a meeting is convened under Clause [9.3.2] the first item for that meeting will be the election of a chairperson, such person to be elected from the *members* attending the meeting.

9.8 **Voting at general meetings**

- 9.8.1 Subject to this Constitution, every *member* of HCCS has only one vote at a meeting of HCCS.
- 9.8.2 Subject to this Constitution, a question for decision at a *general meeting*, other than a *special resolution*, must be determined by a majority of *members* who vote in person or, where proxies are allowed, by proxy, at that meeting.
- 9.8.3 Unless a poll is demanded by at least five *members*, a question for decision at a *general meeting* must be determined by a show of hands.
- 9.8.4 The Chairperson of the meeting shall have a deliberative vote and in the case of a tied vote shall have a casting vote which they must use to maintain the status quo.

9.9 **Poll at general meetings**

- 9.9.1 If a poll is demanded by at least five *members*, it must be conducted in a manner specified by the person presiding and the result of the poll is the resolution of the meeting on that question.
- 9.9.2 A poll demanded for the election of a person presiding or on a question of adjournment must be taken immediately, but any other poll may be conducted at any time before the close of the meeting.

9.10 **Special and ordinary resolutions**

An ordinary resolution is a resolution passed by a simple majority at a *general meeting*.

9.11 **Proxies**

A *member* not attending a *general meeting* shall be entitled to appoint in writing a natural person who is also a *member* of HCCS to be their proxy, and attend and vote on their behalf at that *general meeting*. The *member* exercising the proxy is also entitled to vote on their own behalf.

9.12 Minutes

- 9.12.1 Proper minutes of all proceedings of *general meetings* of HCCS and of meetings of the *board*, shall be recorded within one (1) *month* after the relevant meeting and kept securely.
- 9.12.2 The minutes kept pursuant to this rule must be confirmed by the *members* of HCCS or the members of the *board* (as relevant) at a subsequent meeting.
- 9.12.3 The minutes kept pursuant to this rule shall be signed by the chairperson of the meeting at which the proceedings took place or by the chairperson of the next succeeding meeting at which the minutes are confirmed.
- 9.12.4 Where minutes are entered and signed they shall, until the contrary is proved, be evidence that the meeting was convened and duly held, that all proceedings held at the meeting shall be deemed to have been duly held, and that all appointments made at a meeting shall be deemed to be valid.

10. Dispute resolution

- 10.1 The dispute resolution procedure set out in this rule applies to disputes under this Constitution between:
 - 10.1.1 a *member* and another *member*; or
 - 10.1.2 a *member* and HCCS.
- 10.2 The parties to the dispute must meet and discuss the matter in dispute and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all of the parties.
- 10.3 If the parties are unable to resolve the dispute at the meeting the parties may choose to meet and discuss the dispute before an independent third person agreed to by the parties.
- 10.4 In this rule '*member*' includes any person who was a *member* not more than six *months* before the dispute occurred.

11. Financial reporting

11.1 Financial year

Each financial year of HCCS shall be the period of 12 *months* commencing on 1 January and ending on 31 December of each year.

11.2 Accounts to be kept

- 11.2.1 HCCS shall keep and retain such accounting records and produce accounts as are necessary to correctly record and explain the financial transactions and financial position of HCCS in accordance with the *Act*.
- 11.2.2 The accounts and records shall be available for inspection by authorised officials and agents of the Commonwealth or State Governments.

11.3 Accounts and reports to be laid before members

11.3.1 The accounts, together with the auditor's report on the accounts, the *board's* statement and the *board's* report, shall be laid before *members* at the *annual general meeting* by the Treasurer.

11.3.2 In addition the Treasurer shall submit to the *board* such financial statements as the *board* may reasonably require.

11.3.3 Any *member* may, after giving reasonable notice, inspect the financial records of HCCS.

11.4 Annual returns

The annual (periodic) return shall be lodged with the Corporate Affairs Commission or its equivalent within six *months* after the end of each financial year. It must be accompanied by a copy of the accounts, the auditor's report, the *board's* statement, and the *board's* report.

11.5 Appointment of auditor

11.5.1 At each *annual general meeting*, the *members* shall appoint a person to be auditor of HCCS.

11.5.2 The auditor shall hold office until the next *annual general meeting* and is eligible for re-appointment.

11.5.3 If an appointment is not made at an *annual general meeting*, the *board* shall appoint an auditor for the current financial year.

11.6 Prohibition against securing profits for members

The income and capital of HCCS shall be applied exclusively to the promotion of its purposes and aims detailed in Clause [3] and no portion shall be paid or distributed directly or indirectly to *members* or their associates except as bona fide remuneration of a *member* for services rendered or expenses incurred on behalf of HCCS.

11.7 Winding up

11.7.1 Application of surplus assets

11.7.1.1 If after the winding up of HCCS there remains 'surplus assets' as defined in the *Act*, such surplus assets shall be distributed to any organisation which has similar purposes and has a constitution which prohibits the distribution of its assets and income to its members.

11.7.1.2 Such organisation or organisations shall be identified and determined by a resolution of *members* in *general meeting*.

12. Governing Law

HCCS is established in the State of South Australia and this Constitution shall be governed and interpreted by the law of that State.

13. Indemnity

HCCS shall indemnify its staff, officers, servants and agents for all expenses liabilities and legal costs reasonably incurred by them in the course of or in pursuance of his, her or their functions or duties as such staff, officer, servant or agent. Notwithstanding this Clause, no indemnity will extend to any staff, officer, servant or agent who has recklessly, wilfully or fraudulently acted to the detriment of HCCS.

14. This Constitution

- 14.1 Subject to the *Act*, this Constitution may be altered, rescinded or replaced by *special resolution* of the *members* of HCCS.
- 14.2 Any such alteration shall be registered with the Corporate Affairs Commission, as required by the *Act*.
- 14.3 The altered registered Constitution shall bind HCCS and every *member* to the same extent as if they had agreed to be bound by all of its provisions.
- 14.4 Subject to this Constitution, the *Act* or a resolution to the contrary, an alteration to this Constitution comes into force at the time that the alteration is passed.