

COPY

I CERTIFY THAT THIS IS A
TRUE COPY OF THE
ORIGINAL.

JAG
JAG TROTTING
SOLICITOR 26/3/96

No. of Company

260522-18



Certificate of Incorporation of Public Company

Companies Act, 1961—Section 16 (3)

This is to Certify that

EASTERN SUBURBS MONTESSORI ASSOCIATION LIMITED

is, on and from the eighteenth day of December ,
1980, incorporated under the Companies Act, 1961, and that the company is a company
limited by ~~shares~~ Guarantee.

Given under the seal of the Corporate Affairs Commission at Sydney, this
eighteenth day of December , 19 80.

Exd.

F. J. O. Ryan
Commissioner.



RCJ

Lina's copy.

J. J. O. Ryan
COMMISSIONER

NEW SOUTH WALES
COMPANIES ACT, 1961

No. 260522-18	
SUBN \$ 25	C. CLK.
DATE 17/12/80	+
C.R.R. 2550	F.C.O.
REG. \$ 50	DATE
CERT. \$3	13 DEC 1980
GAPL-	2
MEMS 500	F.C.O.
C.R.R.	

ASSOCIATION NOT FOR GAIN
A.D.P. SECTION LIMITED BY GUARANTEE

Loc. No.
Punched
Verified

Not Required MEMORANDUM OF ASSOCIATION

of

EASTERN SUBURBS MONTESSORI ASSOCIATION LIMITED

18 JAN 1981 189

1. NAME

The name of the Association is EASTERN SUBURBS MONTESSORI ASSOCIATION LIMITED (hereinafter referred to as "the Association").

2. POWERS

The powers set forth in the Third Schedule to the Companies Act 1961 are expressly excluded and the objects for which the Association is established are:-

2.1 To take over the funds and assets and liabilities of the present unincorporated association known as "Eastern Suburbs Montessori Society" and to contribute to the education facilities of the State of New South Wales by establishing and maintaining in such suitable places that might be thought convenient Montessori Pre Schools and Montessori Schools of the highest standard for the purpose of achieving the objects mentioned in paragraphs 2.2 to 2.7 inclusive.

2.2 To provide schools with environments that:-

- (a) develop in each child a positive attitude towards school;
- (b) help each child develop self-confidence as an independent learner;
- (c) assist each child in building a habit of concentration;
- (d) foster in each child an abiding curiosity;

- (e) develop habits of initiative and persistence;
 - (f) foster inner security and sense of order in the child;
 - (g) help each child develop his sensory-motor skills;
 - (h) sharpen the child's ability to discriminate and judge;
 - (i) help the child develop socially;
 - (j) help the child develop his creative intelligence and imagination;
 - (k) develop individuality.
- 2.3 To strive for co-operation between teachers, other educators, parents and children and to provide regular educational and social opportunities for close relationships to be formed between teachers, pupils and parents and to involve parents in aspects of the day-to-day work of the schools.
- 2.4 To apply the latest findings from education, psychology and related fields as applicable to a Montessori School to the improvement of learning within the schools.
- 2.5 To stimulate public interest in Montessori education and modern approaches to learning.
- 2.6 Through its schools to act as a demonstration centre from which Montessori educational practices and other educational innovations may diffuse to other schools.
- 2.7 To provide tuition travelling facilities and attendance and all necessaries and conveniences to pupils, solely for the purpose of carrying out the aforesaid objects and not otherwise.
- 2.8 To purchase take on lease or in exchange hire or otherwise acquire any real and personal estate which may be deemed necessary or convenient for any of the purposes of the Association and to provide such means of recreation as may be thought expedient from time to time. Provided that in case the Association shall take or hold any property which may be subject to any trusts the Association shall only deal with the same in such manner as is allowed by law having regard to such trusts.
- 2.9 To provide for the delivery and holding of lectures games concerts dramatic or other entertainment exhibitions public or other meetings classes conferences and seminars calculated directly or

... APPROVED BY THE ATTORNEY GENERAL IN CONNECTION WITH THE MONTESSORI COMMISSION BEING A PUBLIC DECLARATION BY THE ATTORNEY

indirectly to promote the cause of education and particularly of Montessori education PROVIDED that no member of the Association shall receive any prize, award or distinction of monetary value except as a successful competitor at any competition held or promoted by the Association.

- 2.10 To fund and endow scholarships bursaries and exhibitions within the school or schools or at any other education institution PROVIDED that no member of the Association shall receive any prize, award or distinction of monetary value except as a successful competitor at any competition held or promoted by the Association.
- 2.11 Subject to Clause 3 of this Memorandum to provide relief benevolence and assistance by means of pecuniary or other help to pupils of any of the schools whether run by or affiliated with the Association by way of concessions in fees or other ways.
- 2.12 To accept and take any gift of real and personal property whether subject to any special trust or not for any one or more of the objects of the Association but subject always to the proviso in paragraph 2.16 hereof.
- 2.13 To take such steps by personal or written appeals public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Association in the shape of donations annual subscriptions or otherwise so far as the law may allow.
- 2.14 In furtherance of the objects of the Association to print and publish any newspapers periodicals books or leaflets that the Association may think desirable and to arrange television and radio broadcasting sessions and use other media of public communication.
- 2.15 To purchase take on lease or enter into any agreement for lease or exchange or hire or otherwise acquire and whether by gift demise bequest or in any other manner from any person company or association any real or personal property of any description or any interest therein including land buildings easements and any other rights and to execute transfers leases mortgages securities and other instruments pursuant of carrying out all or any of the objects of the Association or of a kind necessary or convenient for the purpose of any such objects subject always to the proviso in paragraph 2.16 hereof.

- 2.16 To sell manage lease mortgage dispose of or otherwise deal with all or any part of the real and personal property of the Association provided that in case the Association shall take or hold any property subject to any trusts it shall only deal with the same as allowed by law having regard to such trusts.
- 2.17 To enter into any such arrangements with any Government or authority supreme municipal local or otherwise that may seem conducive to the Association's objects or any of them; and to obtain from any such Government or authority any rights privileges and concessions which the Association may think it desirable to obtain; and to carry out exercise and comply with any such arrangements rights privileges and concessions.
- 2.18 To borrow or raise money or secure payment of money required for any of the objects of the Association or for the satisfaction or performance of any obligation or liability incurred or undertaken by the Association in such manner as the Association may from time to time think fit; and in particular but without restricting the generality of the foregoing to borrow or raise money by overdrawn account at a Bank or by mortgage or charge upon the undertaking of the real and/or personal property of the Association or any part thereof or by two or more of these ways together or to borrow or raise money on the security of bills of exchange promissory notes bonds mortgages deposit receipts or notes or any other security or obligation and/or to borrow money without giving any security therefore and upon such terms as to priority or otherwise as the Association shall think fit and to purchase redeem and pay off any such securities or loans.
- 2.19 To invest and deal with any of the moneys of the Association not immediately required for any of its objects upon such securities and in such manner as may be permitted by law for the investment of trust funds.
- 2.20 To draw make accept endorse discount execute and issue cheques promissory notes bills of exchange bills of lading warrants debentures and other negotiable or transferable instruments.
- 2.21 To enter into any agreement or arrangement with any company association society club trust authority administration or body whether incorporated or unincorporated having objects altogether or in part similar to those of this Association and to cooperate with any such company association society club administration trust authority or body in any way which the Association deems conducive to the attainment of these objects or any of them and to

establish and support and to aid in the establishment and support of any other Association formed for all or any of the objects of this Association PROVIDED THAT the Association shall not subscribe to establish or support with its funds any company association society club trust authority administration or body as aforesaid which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Association under or by virtue of Clause 3 of this Memorandum.

- 2.22 To amalgamate with any corporation institution society club association or other body whether corporate or unincorporate having objects altogether or in part similar to those of this Association and which shall prohibit distribution of its or their income and property among its or their members to an extent at least as great as is imposed on this Association under or by virtue of Clause 3 hereof.
- 2.23 To purchase or otherwise acquire and undertake all or any part of the property assets liabilities and engagements of any one or more of the companies institutions societies clubs associations or bodies with which this Association is authorised to amalgamate.
- 2.24 In furtherance of the objects of the Association to assist or take part in any manner in any charitable or philanthropic cause or purpose whatsoever and to subscribe to any public national local or other charities and to grant donations for any public purposes.
- 2.25 To promote societies and associations of the kind with which this Association is authorised to amalgamate.
- 2.26 To engage such headmasters teachers instructors administrators accountants clerks workmen both skilled and unskilled and other officers and servants as shall be required and found necessary from time to time for the proper working of the Association and to terminate at will the services of any one or more of them.
- 2.27 To insure any employees servants or officers of the Association against risk or accident in the course of their employment by the Association and to effect insurance for the purpose of indemnifying the Association in respect of claims by reason of any such risk or accident and to insure against loss or damage caused by the Association or any of its employees, servants officers or agents or by reason of public risk.

- 2.28 To provide a Superannuation Fund for the servants of the Association or otherwise to assist any such servants their widows and children.
3. The income and property of the Association, whencesoever derived, shall be applied solely towards the promotion of the objects of the Association 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 to the members of the Association.

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Association or to any member of the Association, in return for any services actually rendered to the Association nor prevent the payment of interest at a rate not exceeding interest at the rate for the time being fixed for the purpose of this paragraph by the Articles of Association on money borrowed from any member of the Association, or reasonable and proper rent for premises demised or let by any member to the Association; but so that no member of the council of management or governing body of the Association shall be appointed to any salaried office of the Association or any Office of the Association paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Association to any member of such Council or governing body 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 Association.

4. No addition, alteration or amendment shall be made to or in the objects clause of the memorandum or articles of association for the time being in force, unless the same shall have been previously submitted to and approved by the Minister of the Crown for the time being administering the Companies Act 1961 (hereinafter called "the minister").
5. The third fourth and ninth clauses of this memorandum contain conditions on which a licence is granted by the Minister to the Association in pursuance of Section 24 of the Companies Act, 1961. For the purpose of preventing any evasion of the provisions of the said paragraphs the Minister may from time to time on the application of any member of the Association and on giving notice to the Association of his intention so to do and after affording the Association an opportunity of being heard in opposition thereto, within such time as may be specified in such notice, impose further conditions which shall be duly observed by the Association.
6. The liability of the members is limited.

7. Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same 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 Association (contracted before he ceases to be a member) and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding fifty dollars (\$50.00).
8. If upon the winding-up or dissolution of the Association there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue of clause 3 hereof, such institution or institutions to be determined by the members of the Association at or before the time of dissolution, and in default thereof by application to the Supreme Court for determination.
9. True accounts shall be kept of the sums of money received and expended by the Association, and the matter in respect of which such receipt and expenditure takes place, and of the property, credits and liabilities of the Association; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Association for the time being in force shall be open to the inspection of the members. Once at least in every year, the accounts of the Association shall be examined by one or more properly qualified Auditor or Auditors who shall report to the members in accordance with the provisions of the Companies Act, 1961.
10. The names, addresses and occupations of the subscribers are as follows:-

WE, the several persons whose names, addresses and occupations are subscribed are desirous of being formed into a company in pursuance of the memorandum of association.

Signatures of Subscribers

Witness to signature and address of Witness

Susan Wright
SUSAN WRIGHT

David Lion
DAVID LION

Ingrid Aija Davis
INGRID AIJA DAVIS

Ruth Glasser
RUTH GLASSER

Kathryn Lowy
KATHRYN LOWY

Jeannie Donlan
JEANNIE DONLAN

Marja Leena Leskinen
MARJA LEENA LESKINEN

Evelyn Utting
EVELYN UTTING

Pauline Jane Miller
PAULINE JANE MILLER

David Miller

NOTE:- The Names and Address of the above mentioned subscribers are set out on Page 9 of these Articles.

NAMES, ADDRESSES AND OCCUPATIONS
OF SUBSCRIBERS

<u>SUBSCRIBER</u>	<u>OCCUPATION</u>	<u>ADDRESS</u>
JEANNIE DONLAN	Home Duties	1/53 Beresford Road, Rose Bay. N.S.W. 2029
DAVID LION	Manager	1 Violet Street, Waverley. N.S.W. 2024
INGRID AIJA DAVIS	Home Duties	75 Francis Street, Bondi. N.S.W. 2026
PAULINE JANE MILLER	Home Duties	20 Cuzco Street, South Coogee. N.S.W. 2034
MARJA LEENA LESKINEN	Home Duties	31 Paddington Street, Paddington. N.S.W. 2021
KATHRYN LOWY	Home Duties	3 Caerleon Crescent, Randwick. N.S.W. 2031
RUTH GLASSER	Home Duties	16 Gilgandra Road, North Bondi. N.S.W. 2026
EVELYN UTTING	Home Duties	Rosebud Lane, Paddington. N.S.W. 2021
SUSAN WRIGHT	Home Duties	186 Hargrave Street, Paddington. N.S.W. 2021

COMPANIES ACT, 1961
ASSOCIATION NOT FOR GAIN
LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

EASTERN SUBURBS MONTESSORI ASSOCIATION LIMITED

PRELIMINARY

1. In construing these Articles unless the context or subject matter otherwise indicates or requires;

"The Act" means the Companies Act, 1961.

"The Association" means Eastern Suburbs Montessori Association Limited pursuant to the provisions of the Memorandum and Articles of Association hereof.

"The unincorporated Association" means the unincorporated body known as the Eastern Suburbs Montessori Society whose funds and other assets and liabilities the Association is authorised to take over by Clause 2.1 of the Memorandum of Association;

"The Council" means the members for the time being of the Council of management of the Association.

"The Office" means the registered office of the Association.

"State" means the State of New South Wales.

The words "member" or "members" means respectively a member and members for the time being of the Association.

"Parent" shall unless the context otherwise indicates mean a parent of one or more children enrolled in one of the schools run by the Association and shall include a guardian of such child or children.

2. The schools shall consist of the following Sections:-
 - (a) The pre-school Section providing educational

facilities for children up to and including the first year of primary schooling subject to the requirements of the Department of Child Welfare and Social Welfare.

- (b) Such other educational sections as the Association in general meeting may determine.

MEMBERSHIP

3. The number of members with which the Association proposes to be registered is Five Hundred (500) but the Council may from time to time register an increase in numbers.
- 3.1 The members of the Association shall be -
- (a) The subscribers to the Memorandum of the Association upon payment of their subscriptions in accordance with the provisions of Article 4 hereof.
 - (b) Parents.
 - (c) Such other persons or bodies as the Council shall admit to membership upon the terms and conditions set forth in the Memorandum and Articles of Association of the Association and on payment of their annual subscription in accordance with Article 4 hereof.

Every member of the Association who previously to his agreeing to become a member of the Association has paid his subscription due on the 1st day of January, 1980 as a member of the unincorporated Association shall not be liable to pay any further sum by way of annual subscription to the Association for the period prior to the 1st day of January, 1981.

ADMISSION OF MEMBERS

4. Except as aforesaid where any person desires to be admitted to membership of the Association (other than the subscribers to the memorandum of association and members of the unincorporated association referred to in Article 3.1) he must sign and deliver to the Association an application for admission framed in such terms as the Council may require. In the case of a parent this shall be sent to the parent with the application for enrolment of his child wherein he agrees to become a member of the Association and otherwise framed in such terms as the Council may require.
- 4.1 No person shall be admitted a member of the Association unless he is first approved by the Council and the Council shall have full discretion as to the admission of any person to membership provided that if the person applying for admission to membership is a parent the aforesaid discretion shall not apply and he or she shall be admitted.

- 4.2 At the next meeting of the Council after the receipt of any application for membership such application shall be considered by the Council who shall subject to the provisions of Article 5 hereof thereupon determine upon the admission or rejection of the applicant. In no case shall the Council be required to give any reason for the rejection of any applicant.
- 4.3 When an applicant has been accepted for membership the Secretary shall forthwith send to the applicant written notice of his acceptance and, shall also send a request for payment of the first annual subscription. Such applicant shall become a member upon receipt of the annual subscription provided it be received within two calendar months of the date of the request for payment of the subscription. Council shall be empowered in any case to waive the subscription requirement in respect of any member.
- 4.4 The annual subscription payable by members of the Association shall be such amount as the Association in General Meeting shall from time to time prescribe, provided that until the Association otherwise resolves the annual subscription shall be five dollars (\$5.00).
- 4.5 All annual subscriptions shall become due and payable at such times as the Council shall determine.

CESSATION OF MEMBERSHIP

5. Any member of the Association who shall desire to retire shall signify such desire in writing to the Secretary and thereupon his name shall be removed from the register of the members and he shall be deemed to have retired but shall continue liable for any moneys due by him to the Association and in addition for any sum not exceeding Fifty Dollars (\$50.00) for which he is liable as member of the Association under Clause 7 of the Memorandum of Association of the Association.
- 5.1 If the payment of fees payable by a parent who is a member shall remain unpaid for a period of two calendar months after it becomes due or if the subscription of a member shall remain unpaid for a period of two calendar months after it becomes due then in each case the member may after notice of the default shall have been sent to him by the Secretary or Honorary Treasurer be removed from the Register of Members and he shall be deemed to have retired provided that the Council may reinstate the member and restore his name to the Register on payment of all arrears if the Council thinks fit to do so.
- 5.2 If any member shall wilfully refuse or neglect to comply with the provisions of the Memorandum or Articles of Association of the Society or shall be guilty of any conduct which in the opinion of the Council is unbecoming

of a member or prejudicial to the interest of the Association the Council shall have power to expel by resolution the member from the Society and erase his name from the Register of Members provided that at least one week before the meeting of the Council at which a resolution for his expulsion is passed the member shall have had notice of such meeting and of what is alleged against him and of the intended resolution for his expulsion and that he shall at such meeting and before the passing of such resolution have had an opportunity of giving orally or in writing any explanation or defence he may think fit and provided further that any such member may by notice in writing lodged with the Secretary at least twenty-four hours before the time for holding the meeting at which the resolution for his expulsion is to be considered by the Council elect to have the question of his expulsion dealt with by the Association in General Meeting and in that event an extraordinary General Meeting of the Association shall be called for the purpose and if at the meeting a resolution for the expulsion of the member be passed by a majority of two-thirds of those present and voting (such vote to be taken by ballot) the member shall be expelled and his name removed from the Register of Members.

RIGHTS OF MEMBERS

6. All members shall be entitled to all such information and advice with regard to the objects of the Association as the Association or any of its officers may be able to supply.
- 6.1 The privileges of a member shall not be transferable during his life and shall cease at his death.

GENERAL MEETINGS

7. The first General Meeting shall be held as soon as is convenient after the incorporation of the Association and at such place as the Council may determine provided that fourteen days prior notice thereof at least shall be given.
- 7.1 An Annual Meeting of the Association shall be held in accordance with the provisions of the Act. All General Meetings other than the Annual General Meeting shall be called Extraordinary General Meetings.
- 7.2 At all Annual General Meetings and Extraordinary General Meetings all matters affecting schools or schools run by the Association may be discussed and resolutions passed thereon provided however that fourteen days written notification of the terms of any resolution proposed shall be given to the Secretary of the Association who shall give seven days prior written notice thereof to the members

- 7.3 Any member of the Council may whenever he thinks fit convene an Extraordinary General Meeting and Extraordinary General Meetings shall be convened on such requisition or in default may be convened by such requisitionists as provided by the Act.
- 7.4 On the requisition in writing of members having not less than one-tenth of the total voting rights of all members an Extraordinary General Meeting of the Association shall be held as soon as is practicable but in any case not later than one month after the receipt of the requisition by the Association.
- 7.5 Subject to the provisions of the Act relating to Special Resolutions and agreements for shorter notice fourteen days notice at the least (exclusive of the day on which the notice is served or deemed to be served and exclusive of the day for which notice is given) specifying the place the day and the hour of meeting and in case of special business the general nature of that business shall be given to such persons as are entitled to receive such notices from the Association.
- 7.6 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 accounts and balance sheets and the report of the Council and Auditors and election of officers and other members of the Council of Management and the appointment and fixing of the remuneration of the Auditors.

PROCEEDINGS AT GENERAL MEETING

8. 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 the quorum necessary for the transaction of business at any General Meeting shall be eight members. For the purpose of this article "Member" includes a person attending as a proxy or as representing a corporation which is a member.
- 8.1 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 following week at the same time and place or to such other day and at such other time and place as the Council may determine and of which the Secretary shall have given to the members not less than three days notice in writing 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 and may transact the business for which the meeting is called.

8.2 The Chairman of the Council shall preside as Chairman at every General Meeting of the Association or if there is no Chairman of the Council or if he is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act the Deputy Chairman of the Council shall be the Chairman or if the Deputy Chairman is not present or is unwilling to act the members present shall elect one of their number to be Chairman of the meeting.

8.3 The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. 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. Save as aforesaid it shall not be necessary to give notice of any adjournment or of the business to be transacted at an adjourned meeting.

8.4 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded -

(a) by the Chairman; or

(b) by at least three members present in person or by proxy.

Unless a poll is demanded a declaration by the Chairman that a resolution has on show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Association 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.

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

8.6 In the case of an equality of votes whether on a show of hands or on a poll the Chairman 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.

8.7 A member may vote in person or by proxy or by attorney and on a show of hands every person present who is a member or a representative of a member shall have one vote and on a poll every member present in person or by proxy or by attorney or other duly authorised representative shall have one vote.

8.8 The instrument appointing a proxy shall be in writing (in the common or usual form) under the hand of the appointor or his attorney duly authorised in writing or if the appointor is a corporation either under seal or under the hand of an officer or attorney duly authorised. A proxy shall be a member of the Association. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

8.9 Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

*

EASTERN SUBURBS MONTESSORI ASSOCIATION LIMITED

I, -----
of -----
being a member of the Eastern Suburbs Montessori Association Limited hereby appoint -----
of -----
or failing him -----
of -----
as my proxy to vote for me on my behalf at the (annual or extraordinary, as the case may be) general meeting of the Association, to be held on the ----- day of ----- 19-- and at any adjournment thereof.

My proxy is hereby authorised to vote * in favour of/* against the following resolutions:

Signed this ----- day of ----- 19--

Note 1. In the event of the member desiring to vote for or against any resolution he shall instruct his proxy accordingly. Unless otherwise instructed, the proxy may vote as he thinks fit.

* Strike out whichever is not desired.

8.10 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 Association or at such other place within the State as is specified for that purpose in the notice convening the meeting not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in the case of a poll not less than twenty-four hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.

8.11 A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed if no intimation in writing of such death unsoundness of mind or revocation as aforesaid has been received by the Association at the registered office before the commencement of the meeting or adjourned meeting at which the instrument is used.

8.12 A member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental health may vote whether on a show of hands or on a poll by his Committee or by his trustee or by such other person as properly has the management of his estate and such Committee trustee or other person may vote by proxy or attorney.

REGISTER OF MEMBERS

9. The association shall compile and keep a register of members with their names and addresses in accordance with the Act. Any member who at any time shall change his address shall immediately give notice thereof in writing to the Secretary.

9.1 Subject only to these Articles no person shall be entitled to exercise the rights or privileges of a member unless his name appears on the Register of Members as a member for the time being of the Association.

COUNCIL

10. The First Council of the Association shall consist of the following subscribers to the Memorandum of Association:-

DEANNIE DONLAN

DAVID LION

INGRID AIJA DAVIS

PAULINE JANE MILLER

MARJA LEENA LESKINEN

KATHRYN LOWY

RUTH GLASSER

EVELYN UTTING

SUSAN WRIGHT

10.1 Thereafter the Council shall consist of:-

- (a) The office bearers being the President, Vice-President Honorary Treasurer and Honorary Secretary.
- (b) Any number between three (3) and five (5) elected representatives.
- (c) One educational advisor who may be a professional educator employed within the educational faculty of a tertiary institution or possess such other qualifications as the members of the Council consider equivalent and shall be appointed by the remaining members of the Council.
- (d) Such other persons not exceeding two (2) in number as the previously mentioned members of the Council from time to time shall determine and appoint to the Council for a term expiring at the next succeeding annual general meeting.

PROVIDED THAT no person shall be appointed a member of the Council under the provisions of paragraphs (c) or (d) hereof unless such person shall first be admitted as a member of the Association.

OFFICERS

11. The officers of the Association shall be elected annually from among Council Members by the Council Members at the first Council Meeting after the annual General Meeting and shall comprise the Chairman and the Deputy Chairman the Treasurer and a Secretary.

SECRETARY

12. The Secretary shall in accordance with the Act be appointed by the Council for such term, at such remuneration and upon such conditions as it thinks fit; and any secretary so appointed may be removed from it. Nothing herein shall prevent the Council from appointing a member of the Association as Honorary Secretary and any member so appointed shall forthwith become an office-bearer of the Association and, if not already a member of the Council,

ex officio a member of the Council and he shall be subject to the provisions of Clause 3 of the Memorandum of Association.

12.1 The election of members of the Council shall take place in the following manner:-

- (a) Any two members shall be at liberty to nominate any member to serve as a representative.
- (b) Such nomination shall be in writing and shall be signed by the nominee by way of acceptance and by his proposer and seconder and shall be lodged with the Secretary at least fourteen days before the General Meeting at which the election is to take place. A list of the candidates' names in alphabetical order, with the proposers' and seconders' names, shall then be posted in a conspicuous place in the registered office of the Association for at least seven days immediately preceding the Annual General Meeting.
- (c) The Secretary shall prepare balloting lists (if necessary) containing the names of the candidates only in alphabetical order and each member present at the General Meeting at which such election is held shall be entitled to cast primary votes for any number of candidates not exceeding the number of vacancies.
- (d) In case there shall not be a sufficient number of candidates nominated in writing then nominations secondings and acceptances for those vacancies may be made orally at the meeting. If more than the number of vacancies are nominated seconded and accepted at the meeting then a ballot according to the provisions of this Clause shall be held in respect of such nominations secondings and acceptances received at the meeting for the vacant positions.
- (e) The elected candidates shall be those receiving the most votes. In the event of two or more candidates receiving an equal number of votes then there shall be a revote in respect of those candidates only until one has a majority.

DISQUALIFICATION OF COUNCIL MEMBERS

13. The Association may by Ordinary Resolution remove any officer or other member of the Council before the expiration of his period of office and may by an ordinary resolution appoint another person in his stead. The person so appointed shall hold office only until the next following Annual General Meeting.

13.1 The office of a member of the Council shall ipso facto be vacated if the member:-

- (a) ceases to be a member of the Council by virtue of the Act; or

- (b) resigns his office by notice in writing to the Association; or
- (c) shall be absent from more than three consecutive Council meetings without the consent or ratification of the Council; or
- (d) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (e) becomes prohibited from being a Director of a Company by reason of any order made under the Act; or
- (f) 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; or
- (g) fails to pay any debt due to the Association on or before the day appointed for payment thereof or within three (3) months thereafter; or
- (h) ceases to be a member of the Association; or
- (i) is directly or indirectly interested in any contract with the Association otherwise than as a parent of a child attending the school provided however that a member of the Council shall not vacate his office by reason of his being a member of any corporation firm society or association which has entered or proposes to enter into a contract with or has done any work for the Association if such corporation firm society or association is among the class of companies referred to in the last proviso to clause 3 of the Memorandum of Association and if he shall have declared the nature of his interest in manner required by the Act. Provided always that nothing in this Article shall affect the operation of clause 3 of the Memorandum of Association.

MEETINGS OF THE COUNCIL

14. The Council may meet together for the despatch of business adjourn and otherwise regulate its meetings as it thinks fit. Subject to these Articles questions arising at any meeting shall be decided by a majority of votes; and a determination by a majority of members of the Council of Management. In case of an equality of votes the Chairman of the meeting shall have a second or casting vote. The Chairman may and the Secretary on the requisition of three (3) Council members shall at any time summon a meeting of the Council.
- 14.1 The quorum for transaction of the business of the Council may be fixed by the Council at any number not less than four and unless so fixed shall be one more than half of the number of the members of the Council. If there shall be an odd number of members of the Council then one shall for the purpose of computing the quorum be added to the number of the members of the Council.

- 14.2 The continuing members of the Council of Management may act notwithstanding any vacancy in the Council but if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of the Council the continuing member or members may act for the purpose of increasing the number of members of the Council to that number or of summoning a General Meeting of the Association but for no other purpose.
- 14.3 The Chairman shall preside at every meeting of the Council or if there is no Chairman or if at any meeting he is not present within ten minutes after the time appointed for holding the meeting the Deputy Chairman shall be Chairman or if the Deputy Chairman is not present at the meeting then the members may choose one of their number to be Chairman of the meeting.
- 14.4 The Committee may delegate any of its powers and or functions (not being duties imposed on the committee as the directors of the company by the Act or the general law) to one or more sub-committees consisting of such member or members of the Association as the Committee thinks fit. Any sub-committee so formed shall conform to any regulation that may be imposed by the Committee and subject thereto shall have power to co-opt any member or members of the Association and all members of such sub-committees shall have one vote.
- 14.5 A sub-committee may elect a Chairman of its meetings; if no such Chairman is elected or if at any meeting the Chairman is not present within ten minutes after the time appointed for holding the meeting the members present may choose one of their number to be Chairman of the meeting.
- 14.6 A 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 present and in the case of an equality of votes the Chairman shall have a second or casting vote.
- 14.7 All acts done by any meeting of the Council or of a sub-committee or by any person acting as a member of the Council shall notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member of the Council or person acting as aforesaid or that the members of the Council or any of them were disqualified be as valid as if every such person had been duly appointed and was qualified to be a member of the Council.
- 14.8 A resolution in writing signed by all the members of the Council for the time being entitled to receive notice of a meeting of the Council shall be valid and effectual

as if it had been passed at a meeting of the Council duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more members of the Council.

- 14.9 Subject to Article 13.1(i) a member of the Council shall not vote in respect of any contract in which he is interested or any matter arising thereout and if he does so vote his vote shall not be counted.
- 14.10 Members may attend any meeting of the Council without invitation but attendance at such meeting shall not entitle the member to vote or to speak at such meeting without the approval of the Chairman.

MINUTES

15. The Council shall cause minutes to be made in books provided for the purpose:-
- (a) of all appointments of officers made by the Council;
 - (b) of all names of the Members of the Council present at each meeting of the Council and of any sub-committee of the Council;
 - (c) of all resolutions and proceedings at all meetings of the Association and of the Council and of sub-committees of the Council.

POWERS OF THE COUNCIL

16. The Council shall subject to the Memorandum and these articles have a general management and control of the business and activities and policy of the Association and the custody of and control of the property and funds of the Association and in addition to the powers and authorities by these Articles expressly conferred upon it may exercise all such powers and do all such acts and things as may be exercised or done by the Association and are not hereby or by Statute expressly directed or required to be exercised or done by the Association in General Meeting but subject nevertheless to any Regulations the provisions of the Memorandum and Statute and these Articles and to any Resolution from time to time made or passed by the Association in General Meeting provided that no regulation or resolution shall invalidate any prior act of the Council which would have been valid if such regulation or resolution had not been made.
- 16.1 Without prejudice to the general powers conferred by Article 16 and other clauses of these Articles the Council shall subject to these Articles be at liberty to exercise all the powers authorities and discretions vested in the Association as set forth in the objects of its Memorandum of Association as if such objects were repeated hereunder and in addition thereto the Council shall have the following powers viz:

- (ii) As to arrangements with any other association for reciprocal concession or otherwise.
- (iii) For the Council of Management's own procedure.
- (iv) For regulating the time and mode of calling meetings of members.
- (v) For the appointment of its staff and servants.
- (vi) For the exercise by the Association of any of its powers.
- (vii) As to the procedure to be followed at its meetings by any committee or sub-committee appointed by the Council and as to the appointment duties and removal of the members of any sub-committee.
- (viii) For the regulation control and management of any property concession or asset under the control of the Association.
- (ix) Generally for the control support management and government of the Association and all property vested in the Association or under its control or supervision and the control and supervision of all officials officers servants and other persons employed by or representing the Association.

PROVIDED THAT the Association in General Meeting may subject as hereinbefore provided rescind or vary any regulations so made by the Council of Management under this Article.

LIFE MEMBERS

17. The Association on the recommendation of the Council may by resolution elect as a Life Member of the Association any member who gives to the Association an amount of at least Two Hundred Dollars (\$200.00) in one donation or who in its opinion has rendered signal service to the Association.

LIFE GOVERNORS

18. The Association on the recommendation of the Council may by resolution elect as a Life Governor of the Association any member who gives to the Association an amount of at least Two Thousand Dollars (\$2,000.00) in one donation or who in its opinion has rendered signal service to the Association with the right to receive notices of and to attend Council Meetings and to consult with and advise the Council but without power to vote at any Council Meeting.

18.1 A record shall be kept of all persons who are elected Life Governors and provisions shall be made for the inscription of their names and the year of their election in a specified place under the control of the Association.

18.2 The Life Governors may form a Council among themselves and meet together and discuss the business of the Association and subject to the Council's approval make rules for regulating their own proceedings.

ACTS OF COUNCIL

19. All acts done by any meeting of the Council or of a duly authorised sub-committee of the Council or by any person acting as a Council Member shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Council Members or persons acting as aforesaid or that they or any of them were disqualified be as valid as if every such person had been duly appointed and was qualified to be a Council Member or member of such committee.

SEAL

20. The Council shall provide for the safe custody of the Seal of the Association and the Seal shall not be used except by the Authority previously given of a resolution of the Council and in the presence of two Council Members and the Secretary or some other person appointed for that purpose by the Council and such two Council Members shall sign every instrument to which the Seal is affixed or impressed in their presence and same shall be counter-impressed in their presence and same shall be counter-signed by the Secretary or other person as aforesaid.

ACCOUNTS

21. The Council shall cause proper accounts to be kept with respect to:-

- (a) All sums of money received and expended by the Association and all matters in respect of which the receipt and expenditure takes place;
- (b) All sales and purchase by the Association;
- (c) The assets and liabilities of the Association.

21.1 The accounts shall be kept at the registered office of the Association or at such other place or places as the Council thinks fit and shall always be open to the inspection of the Council members.

- (a) To appoint Finance, Education and other committees comprising members of the Association to deal with such matters (not being duties imposed on the Council as directors of the Company by the Act or the general law) and with such powers as the Council shall from time to time determine but subject always to any regulation imposed by the Council and to make such rules and regulations as to the carrying on and the conduct of such sub-committee from time to time.
- (b) To pay the costs charges and expenses preliminary and incidental to the formation establishment and management of the Association and also of the transfer to and vesting in the Association of any assets of or to which the Association may become entitled.
- (c) To determine who shall sign cheques and other documents on behalf of the Association;
- (d) To act for and on behalf of the Association in respect to all claims and legal proceedings by or against the Association;
- (e) To enter into contracts for the purposes of the Association;
- (f) For the purposes of clause 3 of the Memorandum of Association the rate of interest payable in respect of money lent by members to the Association shall not exceed the lowest rate paid for the time being by banks in the State in respect of term deposits.
- (g) Subject to clauses 2.18 and 2.20 of the Memorandum of Association to expend the funds of the Association in such manner as the Council shall consider for the benefit of the Association;
- (h) From time to time to make regulations or by-laws for the conduct of the business and affairs of the Association not inconsistent with the Memorandum of Association or these Articles and at any time in like manner to annul or vary any regulations so made and all regulations so made and for the time being in force shall be binding on all members of the Association and without limiting the generality of the power to make annul or vary regulations hereby conferred on the Council the following shall be deemed to be matters to which such power shall expressly extend -
 - (i) As to subscriptions fees or other payments in respect of school and tuition fees and as to the collection remission or variation thereof.

- 21.3 At the Annual General Meeting in every year the Council shall lay before the Association a general report of the activities of the Association a Statement of the income and expenditure and the funds and liabilities of the Association made up to a date not more than three months before the meeting from the time when the last preceding statement and balance sheet were made or in the case of the first statement and balance sheet from the incorporation of the Association and such other reports and statements as are referred to in Section 162 of the Act and are applicable to the Association and a copy of such report and statement (including every document required by law to be annexed or attached thereto) shall fourteen days before the date of the Annual General Meeting be forwarded to each member.

AUDIT

22. Properly qualified Auditors shall be appointed and their duties regulated in accordance with Part 6 of the Act and clause 9 of the Memorandum of Association.

INDEMNITY

23. Every member of the Council, auditor, secretary and other officer for the time being of the Association shall be indemnified out of the assets of the Association against any liability arising out of the execution of the duties of his office which is incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by the Court in respect of any negligence default breach of duty or breach of trust.

WINDING UP

24. The provisions of Clause 7 of the Memorandum of Association relating to the winding up or dissolution of the Association shall have effect and be observed as if the same were repeated in these regulations.

NOTICES

25. A notice may be given by the Association to any member either personally or by sending it by post to him at the address shown in the register of members. 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.

25.1 (1) Notice of every General Meeting shall be given in any manner hereinbefore authorised to:-

(a) every member; and

(b) the auditor or auditors for the time being of the Association.

(2) No other person shall be entitled to receive notices of General Meetings.

Susan Wright
SUSAN WRIGHT)

D. Lion
DAVID LION)

Ingrid Aija Davis
INGRID AIJA DAVIS)

Ruth Glasser
RUTH GLASSER)

Kathryn Lowy
KATHRYN LOWY)

Jeannie Donlan
JEANNIE DONLAN)

Marja Leskinen
MARJA LEENA LESKINEN)

Evelyn Utting
EVELYN UTTING)

Pauline Jane Miller
PAULINE JANE MILLER)

David [Signature]

NOTE:- The Names and Address of the above mentioned subscribers are set out on Page 20 of this Memorandum.

DATED this *22nd* day of *August* 1980.