



TYNDALE
CHRISTIAN SCHOOL
God's Truth Prevails

Rules of Incorporated Association

Tyndale Christian School – Murray Bridge Inc.
ABN 65 162 431 528

Consolidated version incorporating amendments made on 8 May 2017.

**INTENTIONALLY
CHRISTIAN
INCLUSIVE
EXCELLENT**

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Operative clauses

1. Definitions

In these rules unless the contrary intention appears:

the Act means the *Associations Incorporation Act (SA)1985*;

Accounting Period means the period from the date of this deed to the following 31 December and then each period of 12 months ending on 31 December in each year, or any other period that the Building Fund Sub-Committee decides;

Aims means the aims of the School set out in clause 5.3;

Board means the board of governors of the School;

Books has the meaning as given in the Act;

Commissioner means the Commissioner of Taxation, a Second Commissioner of Taxation or a Deputy Commissioner of Taxation for the purposes of the Tax Act;

Immediate Relative means:

- (a) a spouse, de facto partner, child, grandchild, Parent, grandparent or sibling of the Board member; or
- (b) a child, grandchild, Parent, grandparent or sibling of a spouse or de facto partner of the Board member.

Member means a member of the School;

Month shall mean a calendar month;

Objects means the objects of the School as set out in clause 5.2

OCBA means the Office of Consumer and Business Affairs or the entity which succeeds it or becomes responsible for the management of incorporated associations in South Australia;

Officer has the meaning given in the Act;

Parent shall mean parent, care-giver or legal guardian;

Responsible Person means an individual who:

- (a) performs a significant public function;
- (b) is a member of a professional body having a code of ethics or rules of conduct;
- (c) is officially charged with spiritual functions by a religious institution;
- (d) is a director of a company whose shares are listed on the Australian Securities Exchange;
- (e) has received formal recognition from government for services to the community; or

(f) is approved as a Responsible Person by the Commissioner.

Rules shall mean these rules being the rules of the School;

Special Resolution means a resolution passed in accordance with clauses 10.3(b) and 10.5(c);

Statement of Faith means the Statement of Faith set out in clause 5.1;

Tax Act means the ITAA36 and the ITAA97 as amended and includes all regulations made thereunder;

TCS Board means the members of the board of governors of TCS Inc. from time to time; and

TCS Inc. means Tyndale Christian School Inc. ABN 43 329 562 439.

2. Interpretation

In these Rules, unless the context otherwise requires:

- (a) headings do not affect interpretation;
- (b) singular includes plural and plural includes singular;
- (c) words of one gender include any gender;
- (d) reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- (e) reference to a person includes a corporation, joint venture, association, government body, firm and any other entity;
- (f) reference to a party includes that party's personal representatives, successors and permitted assigns;
- (g) reference to a thing (including a right) includes a part of that thing;
- (h) reference to two or more persons means each of them individually and any two or more of them jointly;
- (i) if a party comprises two or more persons:
 - (1) reference to a party means each of the persons individually and any two or more of them jointly;
 - (2) a promise by that party binds each of them individually and all of them jointly;
 - (3) a right given to that party is given to each of them individually; and

- (4) a representation, warranty or undertaking by that party is made by each of them individually,
- (j) a provision must be read down to the extent necessary to be valid. If it cannot be read down to that extent, it must be severed;
- (k) if a thing is to be done on a day which is not a Business Day, it must be done on the Business Day before that day; and
- (l) another grammatical form of a defined expression has a corresponding meaning.

3. History

The information set out in Appendix A to these Rules is included for the purposes of providing a description of the history of the incorporated association since its inception. The information is not to be used as an aid to interpretation of the provisions of these Rules or for any other interpretative purposes.

4. Name

The name of the incorporated association is Tyndale Christian School – Murray Bridge Inc. referred to herein as **the School**.

5. Objects and Aims

5.1 Statement of Faith of the School

VISION

"To provide an excellent, inclusive Christian education that equips our students to serve God and His world".

Tyndale Christian School was established to be a place of learning for students within the context of the Christian faith. Therefore, the core purpose of the School is to provide best practice (excellent) learning and curricula within a Christian and inclusive community.

The School is a part of a group of schools under the control of TCS Inc. TCS Inc. was established by Christian parents wishing their children to be educated in an environment that would support and complement the values and faith that the families sought to inculcate in their homes. The focus of the School is to provide an affordable, holistic education in a distinctively Christian community. Therefore, the Vision of the School is:

"To be a Christian community that fosters innovation and excellence in its programs for the academic, vocational and physical development of students; nurtures spiritual and emotional growth and prepares students to move into life beyond the School, confident and competent in their chosen field, and with an understanding of spiritual and social responsibilities to local, national and international communities to which they belong."

The Mission of the School is to do those things necessary to effectively achieve the purposes for which it exists (i.e. the Vision). While the execution of the Mission will involve many

actions by members of the community, at the strategic level, there are two areas that are essential enablers to fulfilling the Vision. Therefore, the Mission of the School is:

"To identify, encourage and develop the potential in each child through:

- *effective selection, training and retention of staff to develop and deliver a balanced, best-practice program of learning which is integrated throughout the student's time at the School; and*
- *building a community based on relationship with God and each other where, the character of Christ is valued, developed and displayed."*

STATEMENT OF FAITH

We believe in:

- (1) One God eternally existent in three Persons; Father, Son and the Holy Spirit.
- (2) The sovereignty of God in creation, providence, redemption, revelation and final judgment.
- (3) The Divine inspiration of the original documents of the Bible, its entire inerrancy, trustworthiness, sufficiency and supreme authority in all matters of faith and conduct.
- (4) The Deity of our Lord Jesus Christ, in His virgin birth, in His sinless life, in His miracles, in His atoning death on the cross as our representative and substitute, and only sin-bearer, in His bodily resurrection, His ascension to the right hand of the Father, in His mediatorial work and in His personal, visible return in power and glory.
- (5) The sinfulness and guilt of all mankind, rendered them subject to God's wrath and condemnation.
- (6) Justification of the sinner by grace of God through personal faith in Christ alone, and regeneration by the Holy Spirit.
- (7) The receiving and indwelling of the Holy Spirit at conversion, and His continuing work in the heart and life of the believer.
- (8) The only holy Universal Church, the body of which Christ is the Head, to which all true believers belong.
- (9) The bodily resurrection and judgement of all mankind, the believer to life everlasting and the unbeliever to eternal damnation.

5.2 Objects

The School is established and will run for the purpose of educating students in a way supportive of the Christian faith (as defined in the Statement of Faith of the School) and in accordance with the Aims. It may promote or affiliate with any organisation which enables

the growth of Christian schools, including missionary enterprises which encourage Christian fellowship irrespective of doctrinal or denominational differences.

5.3 **Aims**

The aims of the Schools are to:

- (a) develop fully the spiritual, social, academic, cultural, aesthetic and physical potential of each enrolled student;
- (b) nurture and develop the powers of reasoning, reflective and critical thinking, imagining, feeling and communicating among and between persons;
- (c) give recognition and approval to all degrees of improvement and achievement as well as the attainment of excellence;
- (d) support Christian values with staff committed to the Christian faith;
- (e) provide a curriculum that, in its basis, direction and structure, gives an expression of the Christian view of life;
- (f) accept the common elements of the Christian faith, as contained in the Statement of Faith of the School, while accepting diversity of interpretation, and avoiding any denominational doctrine or emphasis;
- (g) foster a co-operative and beneficial relationship between the students, family, teachers, churches and the wider community;
- (h) be open (so far as resources shall permit) to students regardless of the Parents' economic status, and regardless of the Parents' religious affiliation provided that the Parents and students support the Objects and Aims of the School and accept the Statement of Faith of the School; and
- (i) advance the Christian faith through the making of gifts, subscriptions or donations to any charitable funds, authorities, institutions or any other organisations committed to the Christian faith.

6. **Powers of the School**

The School shall have all the powers conferred by Section 25 of the Act and shall have the power to raise funds.

7. **Membership**

7.1 **Eligibility**

- (a) On and from adoption of these Rules TCS Inc. shall be the sole Member.
- (b) Any person who abides by the Objects and Aims and the Statement of Faith may be eligible for membership in the absolute discretion of the Board.

7.2 **Resignation**

A Member may resign from membership of the School by giving written notice to the secretary.

7.3 **Cessation of Membership**

TCS Inc.'s membership in the School will cease when it is no longer considered an incorporated association under the Act.

7.4 **Register of members**

A register of Members must be kept by the School and contain:

- (1) the name and address of each Member;
- (2) the date on which each Member was admitted to the School; and
- (3) if applicable, the date of and reason(s) for cessation of membership.

7.5 **Transition**

Any person who was a member of the School immediately before the adoption of these Rules will continue as a member of the School following adoption of these Rules, but subject to these Rules.

8. **The Board**

8.1 **Powers and duties**

- (a) The affairs of the School shall be managed and controlled by a Board alone which, in addition to any powers and authorities conferred by these Rules, may exercise all such powers and do all such things as are within the Objects of the School, and are not by the Act or by these Rules required to be done by the School in general meeting.
- (b) The Board has the management and control of the funds and other property of the School.
- (c) The Board shall have authority to interpret the meaning of these Rules and any other matter relating to the affairs of the School on which these Rules are silent.
- (d) The Board may delegate such powers as it considers appropriate to:
 - (1) the Head of Schools; or
 - (2) any person or sub-committee (**Delegatee**) which it may appoint for any such purpose it requires.
- (e) The Board may revoke or vary that delegation.

- (f) The Head of Schools or Delegatee must exercise the powers delegated subject to any directions of the Board. The effect of the Head of Schools or Delegatee exercising a power in this way is the same as if the Board exercised it.
- (g) The Board shall appoint a public officer as required by the Act.
- (h) The Board may appoint from its members the following positions:
 - (1) chairperson,
 - (2) deputy chairperson,
 - (3) secretary, and
 - (4) treasurer,for a term as nominated in its absolute discretion from time to time.

8.2 **Appointment**

- (a) Any person holding office immediately before the adoption of these Rules will continue to hold that office following adoption of these Rules, but subject to these Rules.
- (b) The Board of the School shall be comprised of:
 - (1) the members of the TCS Board from time to time as ex officio members; and
 - (2) up to 2 members appointed by the Board who are Parents of currently enrolled students at the School (**Parent Members**).
- (c) The Board shall consist of natural persons who shall be in personal agreement with the Statement of Faith. They shall be in good standing in their local church and be committed to maintaining the strong spiritual tone in accord with the Objects and Statement of Faith.
- (d) To be eligible for appointment to the Board, a person must hold a current National Police Certificate acceptable to the Board, be a committed Christian and must be actively involved in the life of a church. The Board may require the Christian commitment to be attested to by a reference from the Minister (or equivalent) of the Church of which the person is a member.
- (e) A person may not be appointed to the Board if the person is related to an employee of the School. A Board member who has an Immediate Relative that is employed by the School shall immediately tender their resignation upon discovering that the Immediate Relative has been employed by the School. Any Board member, who does not resign, may be removed from the Board by a resolution of the Board to that effect.

8.3 **Conditions of Appointment**

- (a) The chairperson of the Board must be able to give spiritual leadership consistent with the Objects and Aims of the School, and to ensure that the spiritual tone is strongly maintained.
- (b) Each member of the Board must act with integrity in fulfilling the duties and responsibilities of their position.
- (c) Each member of the Board must maintain the confidentiality of all information obtained by them by reason of their appointment to and participation on the Board. The obligations in this clause survive the cessation of office by a Board member.
- (d) In order to main the interdenominational charter of the School, no more than three of the Board members shall be members of one denomination. Responsibility for supervising the provisions of this clause shall rest with the chairperson.

8.4 **Parent Membership**

- (a) Each Parent Member may serve as a Board member for a maximum of 2 years, after which time the Parent Member shall retire.
- (b) A retiring Parent Member shall be eligible to stand for re-appointment by nomination of a Board member.
- (c) Nomination of a Parent Member by a Board member must be received in writing by the secretary. The nomination shall be signed by the proposer and the nominee.
- (d) Following receipt of a nomination, the secretary shall circulate the nomination to the Board.
- (e) The Board shall decide whether the nominee is to be appointed or re-appointed to the Board as a Parent Nominee in its absolute discretion.
- (f) Appointment of the Parent Member will be effective from the date of resolution of the Board to that effect is passed.

8.5 **Co-opted members**

The Board may at its discretion co-opt as members of the Board not more than 3 persons from time to time and persons so co-opted shall hold office for such period as the Board shall specify or for one year (whichever is less). A person who has previously been co-opted may be co-opted again. Co-opted members of the Board have no voting rights.

8.6 **Proceedings of the Board**

- (a) The Board shall meet together for the dispatch of business at least 5 times per financial year.
- (b) Any Board member may call a Board meeting. On the request of any Board member, the secretary must call a Board Meeting.

- (c) Notice of a Board meeting must be given to each Board member.
- (d) The notice must:
 - (1) specify the place, date and time of the meeting;
 - (2) state the business to be transacted;
 - (3) be given at least 24 hours before the meeting, unless all Board members otherwise agree.
- (e) Non-receipt of notice of meeting, or failure to give notice of a meeting to a Board member, does not invalidate anything done at a meeting if:
 - (1) the failure was accidental;
 - (2) the Board member gives notice to the School that the notice is waived or agrees to the business to be transaction at the meeting; or
 - (3) the Board member attends the meeting.
- (f) Notice may be given to a Board member:
 - (1) personally;
 - (2) by ordinary pre-paid post to the address in the register of members or the last known address of the Board member. Notice by post is deemed to be received as the time at which the letter would be delivered in the ordinary course of the post;
 - (3) by facsimile to the facsimile number in the register of members or the last known facsimile number of the Board member. Notice by facsimile is deemed to be received when the sending machine confirms the notice has been sent; or
 - (4) by e-mail to the e-mail address in the register of members or the last known e-mail address of the Board member, if the Board member has provided that e-mail address to the School for the purpose of receiving notices. Notice by e-mail is deemed to be received on the day after despatch.
- (g) Subject to the Act, each Board member has one vote. Questions arising at any meeting of the Board shall be decided by a majority of votes. Upon an equality of votes, the chairperson shall not have a casting vote.
- (h) A quorum for a meeting of the Board shall be at least one half of the voting members of the Board.
- (i) If there is no chairperson, or if the chairperson is not present within 10 minutes after the time appointed for the meeting or is unable or unwilling to act, the deputy chairperson may chair the Board meeting. If there is no deputy chairperson, or if the deputy chairperson is not present within 10 minutes after the time appointed for the

meeting or is unable or unwilling to act, the Board members present must elect one of themselves to chair the meeting.

- (j) If the chairperson is unable or unwilling to chair a part of the meeting, the deputy chairperson may chair that part. If there is no deputy chairperson, or the deputy chairperson is unable or unwilling to act, the Board members present must elect one of themselves to chair that part.
- (k) A member of the Board having a direct or indirect pecuniary interest in a contract or proposed contract with the School 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 the School.
- (l) The Board may meet in person or by telephone, video conference or equivalent.
- (m) If all the Board members sign a document containing a statement that they are in favour of a resolution in the terms set out in the document, a resolution on those terms is treated as having been passed at a meeting of the Board held on the day and at the time at which the document was last signed by a Board member. A written resolution may consist of several documents in similar form, each signed by one or more Board members.
- (n) Subject to these Rules, the Board may decide its own procedure.

8.7 Disqualification of Board members

- (a) A Board member's seat on the Board shall become vacant if a Board member:
 - (1) is disqualified from being a Board member by the Act;
 - (2) ceases to be a TCS Inc. Board member;
 - (3) is permanently incapacitated by ill health;
 - (4) fails to attend 3 successive meetings of the Board, unless the Board otherwise resolves or has previously granted such person leave of absence;
or
 - (5) resigns from the Board by giving written notice to the secretary.

8.8 Indemnity of Board Members and Officers

- (a) Subject to the Act, the School shall indemnify each Board member for all costs, claims, liabilities, expenses and legal costs reasonably incurred by them or any of them in the course of their functions or duties as a Board member.
- (b) The School may pay a premium for a contract insuring an Officer of the School against those costs, claims, liabilities, expenses and legal costs.

- (c) To the extent permitted by the Act, the School may enter into an agreement or deed with an Officer of the School under which the School must do all or any of the following:
 - (1) keep a set of the School's Books (including minute books) and allow the Officer and the Officer's advisers access to the Books for any period agreed;
 - (2) indemnify the Officer against any liability incurred by the Officer as an Officer; or
 - (3) keep the Officer insured for any period agreed in respect of any act or omission by the Officer while an Officer.

9. The seal

The School shall have a common seal upon which its corporate name shall appear in legible characters. The seal shall not be used without the authorisation of the Board, and every use of the seal shall be recorded in the minute book of the School at the next Board meeting. The affixing of the seal shall be witnessed by the chairperson or their delegate, and the Head of Schools or their delegate.

10. General meetings

10.1 Annual general meetings

- (a) The Board shall call an annual general meeting in accordance with the Act and these Rules.
- (b) The annual general meeting shall be held within 5 Months after the end of the financial year of the School.
- (c) The order of the business at the meeting shall be:
 - (1) the confirmation of the minutes of the previous annual general meeting and of any special general meeting held since that meeting;
 - (2) the consideration of the accounts and reports of the Board and the auditor's report;
 - (3) the appointment of auditors; and
 - (4) any other business requiring consideration by the School in general meeting.

10.2 Special general meeting

- (a) The Board may call a special general meeting of the School at any time.
- (b) Upon a requisition in writing of not less than 10% of the total number of Members of the School, the Board shall, within 1 Month of the receipt of the requisition, convene a special general meeting for the purpose specified in the requisition.

- (c) Every requisition for a special general meeting shall be signed by the relevant Members and shall state the purpose of the meeting.
- (d) If a special general meeting is not convened within one Month, as required by (b) above, the requisitionists, or at least 50% of their number, may convene a special general meeting. Such a meeting shall be convened in the same manner as nearly as practical as a meeting convened by the Board, and for this purpose the Board shall ensure that the requisitionists are supplied free of charge with particulars of the Members entitled to receive a notice of meeting. The reasonable expenses of convening and conducting such a meeting shall be borne by the School.

10.3 **Notice of general meetings**

- (a) Subject to clause (b), 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.
- (b) Notice of a meeting at which a Special Resolution is to be proposed shall be given at least 21 days' prior to the date of the meeting and must contain details of the proposed resolution.
- (c) A notice may be given by the School to any Member by serving the Member with the notice personally, by sending it by post to the address appearing in the register of members, by facsimile transmission or by any other electronic means.
- (d) Where a notice is sent by post:
 - (1) the service is effected by properly addressing, prepaying and posting a letter or packet containing the notice, and
 - (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.
- (e) Non-receipt of notice of a meeting, or failure to give proper notice of a meeting to a person or persons entitled to receive it, does not invalidate anything done at the meeting if:
 - (1) the failure was accidental;
 - (2) the person or persons give notice to the School that the person or persons waive proper notice or agree to the thing done at the meeting; or
 - (3) the person or persons attend the meeting and:
 - (A) do not object at the start of the meeting to the holding of the meeting; or
 - (B) if the notice omitted an item of business, do not object to the consideration of the business when it is presented to the meeting.

10.4 **Proceedings at general meetings**

- (a) Two thirds of voting Members present personally shall constitute a quorum for the transaction of business at any general meeting.
- (b) If within 30 minutes after the time appointed for the meeting a quorum of Members is not present, a 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.
- (c) Subject to clause 9.4(d), the Board chairperson shall preside as chairperson at a general meeting of the School.
- (d) If the chairperson is not present within 10 minutes after the time appointed for holding the meeting, or he or she is present but declines to take or retires from the chair, the Members may choose a Board member to be the chairperson of that meeting.
- (e) The chairperson may regulate a general meeting in any way consistent with these Rules.
- (f) The chairperson may adjourn a general meeting to any place, date and time.
- (g) The chairperson must adjourn a general meeting if the Members present with a majority of votes at the meeting agree or direct the chairperson to do so. The chairperson may adjourn the meeting to any place, date and time.
- (h) A new notice of the resumed meeting must be given if the meeting is adjourned for more than 1 Month.
- (i) Only unfinished business may be transacted at a meeting resumed after an adjournment.

10.5 **Voting at general meetings**

- (a) Subject to these Rules, every Member has only one vote at a general meeting.
- (b) Subject to these Rules, 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, by proxy, at that meeting.
- (c) A Special Resolution may be passed at a meeting by a majority of not less than three-quarters of Members as, being entitled to do so, vote in person or, by proxy, at that meeting.
- (d) Unless a poll is demanded, a question for decision at a general meeting must be determined by a show of hands.

10.6 Poll at general meetings

- (a) If a poll is demanded by the Members, or the chairperson, the poll 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.
- (b) A poll demanded 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.
- (c) A poll may be requested:
 - (1) on any resolution; and
 - (2) before a vote is taken;
 - (3) before the voting results on a show of hands are declared; or
 - (4) immediately after the voting results on a show of hands are declared.
- (d) A request for a poll may be withdrawn.
- (e) A request for a poll does not prevent the meeting dealing with other business.

10.7 Proxies

- (a) Subject to clause 10.7(e) below, a Member shall be entitled to appoint in writing a proxy, and attend and vote at any general meeting of the School.
- (b) An appointment of a proxy is valid if it is signed by the Member making the appointment and contains the following information:
 - (1) the Member's name and address;
 - (2) the School's name;
 - (3) the proxy's name or the name of the office of the proxy; and
 - (4) the meetings at which the proxy may be used,and is received by the secretary no later than 2 Business Days before the commencement of the general meeting.
- (c) An appointment may specify the way a proxy is to vote on a particular resolution. A proxy may only vote as directed.
- (d) In the absence of a direction to the contrary in the appointment, the proxy may:
 - (1) even if the appointment directs how to vote on a particular resolution, vote on an amendment to the particular resolution, a motion not to put the particular resolution or any similar motion;
 - (2) vote on a procedural motion, including a motion to elect the chairperson, to vacate the chair or adjourn the meeting;

- (3) speak at the meeting;
 - (4) vote (but only to the extent allowed by the appointment);and
 - (5) request or join in a request for a poll.
- (e) A person shall not be entitled to attend and vote at any general meeting as proxy for more than 1 Member.
- (f) A later appointment of a proxy revokes an earlier one.

10.8 **Written resolutions**

- (a) A resolution may be passed without a general meeting being held if all the Members entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. The resolution is passed when the last Member signs.
- (b) For the purposes of clause 10.8(a), separate copies of a document may be used for signing by Members if the wording is identical in each copy.
- (c) If the School has only one Member, the School may pass a resolution by the Member recording it and signing the record.
- (d) Any document referred to in this clause may be in the form of a facsimile transmission.
- (e) Any written resolution passed in accordance with this clause satisfies any requirement in the Rules or in the Act (to the extent permitted by the Act) that the resolution be passed at a general meeting.

11. Minutes

- (a) Proper minutes of all proceedings of general meetings of the School and of meetings of the Board, shall be entered within one Month after the relevant meeting in minute books kept for the purpose.
- (b) The minutes kept pursuant to this rule must be confirmed by the Members or the members of the Board (as relevant) at a subsequent meeting.
- (c) 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.
- (d) 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.

12. Financial reporting

12.1 Financial year

- (a) The financial year of the School shall be a period of 12 Months commencing on 1 January and ending on 31 December of each year.
- (b) The provisions of clause 12.1(a) will commence on and from the subsequent financial year commencing on 1 January following the adoption of these Rules.

12.2 Accounts to be kept

The School shall keep and retain such accounting records as are necessary to correctly record and explain the financial transactions and financial position of the School in accordance with the Act.

12.3 Accounts and reports to be laid before members

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.

12.4 Annual returns

The annual (periodic) return shall be lodged with OCBA within 6 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.

12.5 Appointment of auditor

- (a) At each annual general meeting, the members shall appoint a person to be auditor of the School.
- (b) The auditor shall hold office until the next annual general meeting and is eligible for re-appointment.

13. Prohibition against securing profits for members

The income and capital of the School shall be applied exclusively to the promotion of its Objects 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 the School.

14. Building Fund

14.1 The School will establish and maintain a building fund solely for providing money for acquiring, constructing or maintaining the school buildings (**Building Fund**).

14.2 The purpose of the Building Fund shall be solely to provide money for the acquisition, construction or maintenance of buildings used by the School (**Principal Purpose**).

14.3 Maintaining Building Fund

(a) The School must maintain for the Principal Purpose the Building Fund:

(1) to which gifts of money or property for that purpose are to be made;

(2) to which contributions in relation to fund raising events held for that purpose are to be made;

(3) to which any money received by the School because of those gifts including interest accrued thereon is to be credited; and

(4) that does not receive any other money or property.

(b) The School must use the Building Fund only for the Principal Purpose.

(c) The School must only use a gift or contribution made to the Building Fund and any money credited to the fund for the Principal Purpose.

(d) No portion of the Building Fund may be distributed directly or indirectly to Members, Board members or the Building Fund Sub-Committee, except as bona fide compensation for services rendered or expenses incurred on behalf of the Building Fund.

14.4 Bank account

The School must maintain a separate bank account for the Building Fund.

14.5 Name of the Building Fund

The Building Fund is to be known as the **Tyndale Murray Bridge School Building Fund**.

14.6 Additional School powers

In addition to the powers set out in clause 6, the School has the power to attract and encourage from members of the public and others, donations, gifts (by will or otherwise), endowments, trust distributions and other forms of financial assistance to or for the benefit of the Tyndale Murray Bridge School Building Fund and any other gift funds maintained by the School.

14.7 **Control of Building Fund**

- (a) The Building Fund shall at all times be controlled and administered by a sub-committee, appointed by the Board from time to time, to deal with the control and administration of the Building Fund (**Building Fund Sub-Committee**).
- (b) The Building Fund Sub-Committee shall comprise two or more members of the Board, all of whom must be Responsible Persons.
- (c) If the requirement in clause (b) is at any time not met, the Building Fund Sub-Committee must not exercise any discretion or power until the requirement is met or except:
 - (1) to preserve or protect the Building Fund; or
 - (2) in the case of urgency.

14.8 **Accounting procedures**

- (a) The Building Fund Sub-Committee must keep or cause to be kept separate accounts in respect of the Building Fund and records of all dealings in respect of the Building Fund.
- (b) As soon as practicable after the end of each Accounting Period, the Building Fund Sub-Committee must prepare or cause to be prepared a financial statement showing the financial position of the Building Fund at the end of that Accounting Period.
- (c) Receipts issued for gifts must state:
 - (1) the name of the Building Fund;
 - (2) the Australian Business Number applicable to the Building Fund; and
 - (3) the fact that the receipt is for a gift.

14.9 **Winding-up the Building Fund**

- (a) If on the winding up of the Building Fund, or upon revocation of its deductible gift recipient endorsement, any property remains after the satisfaction of all its debts and liabilities, the Building Fund Sub-Committee must pay or apply the property to or for another organisation that is accepted by the Commissioner of Taxation as a deductible gift recipient with similar purposes to the Building Fund and which is not carried on for the profit or gain of its individual members, as the Building Fund Sub-Committee decides.
- (b) Where gifts to a fund, authority or institution are deductible only if, among other things, the conditions set out in the relevant table item in Subdivision 30-B of the ITAA 97 are satisfied, the gift and transfer pursuant to this clause 14.9 must be made in accordance with those conditions.

15. Winding up

- (a) The School may be wound up in the manner provided for in the Act.
- (b) Subject to Section 21 of the Act, a Member is not liable to contribute towards the payment of the debts and liabilities of the School or the costs, charges and expenses of a winding up of the School.

16. Application of surplus assets

- (a) If after the winding up of the School there remains 'surplus assets' as defined in the Act, such surplus assets shall be distributed to any organisation which has similar objects and has Rules which prohibit the distribution of its assets and income to its members. The School may determine to distribute surplus assets to nominated charities.
- (b) Such organisation or organisations shall be identified and determined by a resolution of Members in a general meeting.

17. Rules

17.1 Amendments to Rules

- (a) These Rules may be altered (including an alteration to the School's name) by Special Resolution of the Members of the School.
- (b) The alteration shall be registered with OCBA, Corporate Affairs Commission, as required by the Act.
- (c) The registered Rules shall bind the School and every Member to the same extent as if they have respectively signed and sealed them, and agreed to be bound by all of the provisions thereof.

17.2 By-laws

The Board may make, alter and repeal by-laws for its own guidance. Examples of by-laws might include, but are not limited to:

- (1) procedures to be followed at Board meetings;
- (2) procedures for establishment of sub-committees; and
- (3) any other matters which are within the Board's powers to do pursuant to the powers granted to it under these Rules.

18. Notice

- 18.1 Notice may be given to the School by a Member:
- (a) by giving a notice to the secretary in any way in which notice may be given to a Board member;
 - (b) by leaving the notice at the School's registered office address offices during normal business hours;
 - (c) by ordinary pre-paid post to the School's address. Notice by post is deemed to be received as the time at which the letter would be delivered in the ordinary course of the post;
 - (d) by facsimile to the School's facsimile number. Notice by facsimile is deemed to be received when the sending machine confirms the notice has been sent; or
 - (e) by e-mail to the School's e-mail address. Notice by e-mail is deemed to be received on the day after despatch.
- 18.2 Except for notices of general meetings under clause 10.3, notice may be given by the School to a Member:
- (a) by ordinary pre-paid post to the Member's address. Notice by post is deemed to be received as the time at which the letter would be delivered in the ordinary course of the post;
 - (b) by facsimile to the Member's facsimile number. Notice by facsimile is deemed to be received when the sending machine confirms the notice has been sent; or
 - (c) by e-mail to the Member's e-mail address. Notice by e-mail is deemed to be received on the day after despatch.

19. Transitional Provisions

These Rules will be read and construed in such manner that:

- (a) any register maintained by the School immediately before the adoption of these Rules will be deemed to be a register maintained pursuant to these Rules;
- (b) any seal adopted by the School before the adoption of these Rules will be deemed to be the seal which the School has under a relevant authority conferred by these Rules; and
- (c) unless a contrary intention appears in these Rules all person, things and circumstances appointed or created by or under the Rules of the School in force before the adoption of these Rules will continue to have the same status, operation and effect after the adoption of these Rules.

APPENDIX A

A History of the Murraylands Christian Colleges and ECSM

Out of concern for a perceived deterioration in Christian values in local government schools, a number of families attending Emmanuel Christian Fellowship (**ECF**), Macclesfield, South Australia, purchased a bus in 1983 and paid a driver to collect children from the Fleurieu Peninsula and transport them to Bethesda Christian College North Plympton, Adelaide (now Emmaus Christian College). By 1986 the bus was full and the church leadership recognised the need to have a local Christian School in the region to provide a better choice for families living in rural communities. To that end a successful application was made to commence Strathalbyn Christian School at 28 East Terrace Strathalbyn in January 1991 with an initial enrolment of 10 children. Because of legislation at the time, the School was not eligible for government funding until enrolments reached a minimum of 50 students. Therefore, the school was financed by the church for the first fifteen months of operations. By 1998 Strathalbyn Christian School had grown to the point that it was able to offer junior secondary classes (years 8-10) at which time it was renamed Murraylands Christian College. By 2012 Strathalbyn CS had grown to 450 students from Pre-school to Year 12.

By 1995 a local congregation had been established by ECF in Murray Bridge and bus services were provided to transport children from Murray Bridge to Strathalbyn Christian School. As enrolments for Christian schooling from Murray Bridge grew, it was realised that a local primary school was needed to serve the rural city of Murray Bridge, as well as becoming a feeder school to Strathalbyn Christian School at Year 8. After lengthy discussions it was agreed to establish a separate independently incorporated school to be known as Murray Bridge Christian College and to operate it as a sister school to Strathalbyn. Land suitable for a school was identified and purchased by ECF, and Murray Bridge Christian College began operations in January 2000 with approximately 30% of its initial enrolment from the local indigenous community. In 2014, Murray Bridge CS commenced its first Year 8 class with the intention of growing the School to Year 12 over the next few years.

In 2004 it was agreed to restructure the Colleges under a common Approved Authority known as Emmanuel Christian Schools and Ministries Inc. (**ECSM**). As the owner of the land asset for both Colleges, ECF surrendered its corporation via a change in constitution and name to become ECSM. A new corporation called Emmanuel Christian Outreach Inc. (**ECO**) was formed to "house" the members of the church and provide a legal framework for its ministry function. ECSM now owns all the land assets of the group and is in turn jointly owned by its members, the two Colleges and the Church. This Corporate restructure was completed in 2004. As part of this restructure the names of the colleges were changed to Murray lands Christian College – Strathalbyn and Murraylands Christian College – Murray Bridge.

In 2014, ECSM agreed that it and the two Colleges would be acquired by Tyndale Christian School, while ECO was released to further the ministry to which it was called. This arrangement was completed in January 2015.

"Two are better than one, because they have a good return for their labor: If they fall down, they can help each other up. But pity those who fall and have no one to help them up! Also, if two lie down together, they will keep warm. But how can one keep warm alone? Though one may be overpowered, two can defend themselves. A cord of three strands is not quickly broken." Ecclesiastes 4: 9 – 12

This account is recorded here to honour the faith, vision, commitment and sacrifice of the pioneers of both Murraylands Christian Colleges, and those who faithfully guided and directed these schools for the first twenty four years of their history, and especially Pastor Lew and Heather McMaster, who led these communities throughout this period; and to preserve such history for the generations to come.