

THE RULES AND REGULATIONS OF PERTH WALDORF SCHOOL ASSOCIATION INCORPORATED

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THE RULES AND REGULATIONS OF PERTH WALDORF SCHOOL ASSOCIATION INCORPORATED

1 Name

The name of the Association is 'The Perth Waldorf School Association Incorporated'.

2 Objects

- (a) To provide for and conduct the education of children in accordance with the principles, practices and methods indicated by Rudolf Steiner and carried on in the various Steiner and Waldorf schools throughout the world.
- (b) To establish and carry on in Western Australia and elsewhere private and/or public schools, playgroups, kindergartens, college, institutions, laboratories, reading rooms, libraries, lecture halls, theatres, gymnasia, recreational facilities, workshops studios, and all types of indoor and outdoor educational facilities, and places of instruction of persons of all ages, and for the training of teachers and craftspeople and others.

3 Powers

The Association ~~has shall~~ power to do all things necessary or convenient for carrying out the objects referred to in clause 2 above. In particular, the Association may —

- (a) acquire, hold, deal with, and dispose of any real or personal property;
 - (b) open and operate bank accounts;
 - (c) invest any or all of its funds in the manner it determines and from time to time;
 - (d) borrow money on such terms and conditions as it thinks fit;
 - (e) give such security for the discharge of liabilities incurred by it as it thinks fit;
 - (f) appoint agents to transact any of its business on its behalf;
 - (g) enter into any other contract it considers necessary or desirable; and
 - (h) act as trustee, and accept and hold real and personal property upon trust --- save that it does not have power to do any act or thing as a trustee which, if done otherwise than as a trustee, would contravene the Act or these Rules.
- have the following powers:
- (—) ~~To acquire real and personal property to be used for carrying out the objects of the Association including in that connection without limiting the generality aforesaid to purchase or otherwise acquire land both improved and unimproved and to build construct or establish alter rebuild renovate reconstruct and maintain buildings for the objects aforesaid.~~
 - (—) ~~To acquire and hold any property real or personal by purchase exchange gift lease or by any other means whatsoever whether subject to any special or other condition or conditions or not and subject to the purposes of the Association and to sell all or any of the real or personal property of the Association and to let mortgage exchange or otherwise dispose of and execute conveyances transfers mortgages and assurances thereof.~~

- (-) ~~To act as owners of, administer and insure all lands funds and properties by the Association and to acquire or raise funds by whatever means the Association considers fit for the purposes of the Association and to invest any or all of the funds of the Association in such manner as the Association shall determine and from time to time to vary and transpose such investments.~~
- (-) ~~To borrow or raise or secure the payment of money in such manner as the fit with power to issue debentures grant mortgages charges or any other class of security upon or charging all or any of the property real or personal (both present and future) of the Association and to redeem or payoff any existing or future security.~~
- (-) ~~To establish and support or aid in the establishing or support of any institution or established or to be established having identical or similar objects or purposes and having identical or similar powers to the Association and in that regard to transfer any of the property or assets of the Association whether real or personal and whether by sale gift subscription of share capital loan or otherwise to any such institution or association.~~
- (-) ~~To establish and support or aid in the establishment and support of companies institutions funds trusts and conveniences calculated to benefit employees or ex-employees of the Association or the dependants or connections of such persons and to grant pensions and allowances to and to make payments towards insurance of such persons and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or any public general or useful objects.~~
- (-) ~~To lend money to such persons and on such terms as may seem expedient and in such as have dealings with the Association and to guarantee the performance of contracts and other obligations in furtherance of the objects of the Association by any such persons.~~
- (-) ~~To obtain any Act of Parliament for enabling the Association to carry any of its effect or for any other purpose which may seem expedient and to oppose by lawful means any proceedings or applications which may seem calculated directly or indirectly to prejudice the Association.~~
- (-) ~~To fix charge and receive fees for courses and services provided by the~~
- (-) ~~To undertake the execution of any trusts which may be deemed desirable or objects of the Association.~~
- (-) ~~To pay either wholly or partly in cash debentures or otherwise as may be deemed for any business or property acquired by the Association or services rendered or to be rendered.~~
- (-) ~~To draw make accept endorse discount execute and issue cheques promissory exchange bills of lading warrants debentures and other negotiable or transferable instruments.~~
- (-) ~~To enter into partnership or into any arrangement for sharing profits union of operation joint venture reciprocal concession or otherwise with any person or company carrying on or engaged in or about to carry on or engage in any business or transaction which the Association is authorised to carry on or engage in.~~
- (-) ~~To apply for purchase or otherwise acquire any patents brevets d'invention trade names licences concessions and the like conferring any exclusive or non-exclusive or limited right to use or any secret or other information as to any~~

~~invention or any interests in the same which or which interests may seem to the Association capable of being profitably dealt with or the acquisition of which may seem calculated directly or indirectly to benefit the Association and to use exercise develop or grant licences in respect of or otherwise to turn to account the property rights or information so acquired and any such patents brevets d'invention licences concessions and the like and also to apply for purchase or otherwise acquire use turn to account and dispose of any copyright provisional protections designs trade marks or names.~~

~~To acquire and undertake the whole or any part of the business property and liabilities of any person or company carrying on any business which the Association is authorised to carry on or possessing of property suitable for the purpose of the Association.~~

~~To promote any company or companies for the purpose of acquiring all or any of the property rights and liabilities of the Association or for any other purpose which may seem directly or indirectly calculated to benefit the Association.~~

~~To enter into any arrangements with any governments or authorities supreme municipal local or otherwise that may seem conducive to the objects of the Association 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.~~

~~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 form of donations periodic subscriptions or otherwise.~~

~~To make or institute by laws rules or regulations and other procedures for the due maintenance and welfare of the Association and for regulating the duties and conduct of persons in the employ of or attending the premises or facilities of the Association.~~

~~To guarantee (either alone or jointly with any other person) or (either alone or jointly as aforesaid) to become liable for the payment of money or for the performance of any obligations by any person whomsoever; and for the purpose of securing the payment of any moneys or the performance of any obligations for which the Association has become or may become liable under or by virtue of any guarantee or other contract pursuant to this paragraph to mortgage or charge the whole or any part of the assets of the Association present and future.~~

~~To do all such other lawful things as may be fairly incidental or conducive to the attainment or execution of any of the foregoing objects or powers.~~

4 No Profit to Members

The income and property of the Association howsoever derived shall be applied solely towards the promotion of the objects of the Association as set forth in these Rules and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to the Members.

However, nothing herein shall prevent the payment in good faith of:

- (a) reasonable and proper remuneration to any officer or servant of the Association or to any Member in return for ~~the~~ services actually rendered to the Association in the ordinary course of business;
- (b) reasonable remuneration to a Member for any goods supplied to the Association in the ordinary course of business;
- ~~(b)~~(c) interest at a rate not exceeding the rate for the time being charged by bankers on borrowings;
- ~~(c)~~(d) reasonable and proper rent for premises demised or let by any Member; or
- ~~(d)~~(e) reasonable out-of-pocket expenses of the Member incurred with the authority of the Council and for the proper purposes of the Association.

5 Definitions and interpretation

5.1 Definitions

In these Rules, subject to context:-

- (a) "**Act**" means the *Associations Incorporation Act* (WA) 2015.
- (b) Each "**Annual Financial Report**" includes:
 - (i) the financial statements for the Association for that year;
 - (ii) notes to those financial statements; and
 - (iii) a declaration by the Treasurer on behalf of the Council stating:
 - A. whether, in the Council's opinion, there are reasonable grounds to believe that the Association will be able to pay its debts as and when they become due and payable; and
 - B. whether, in the Council's opinion, the financial statements and notes are in accordance with Part 5 of the Act,and must be prepared in accordance with the standards issued by the Australian Accounting Standards Board as in force at that time.
- ~~(b)~~(c) "**Annual General Meeting**" means a General Meeting of all Members which conforms to the requirements of clauses 7.1 and 1.1 below, and such other clauses of these Rules that refer to an 'Annual General Meeting'.
- ~~(c)~~(d) "**Association**" means the association referred to in clause 1.
- ~~(d)~~(e) "**Auditor**" means the auditor referred to in clause 19 below.
- ~~(e)~~(f) "**Calendar Year**" means the period from 1 January to 31 December each year.
- ~~(f)~~(g) "**Candidate**" means a person who is a candidate for an office that is to be elected at a General Meeting, as described in clause ~~9.8(a)~~ 1.3(b) below.
- ~~(g)~~(h) "**Chairperson**" means the chairperson of the Council, who is elected at an Annual General Meeting in accordance with clause 11.2(e)(i) ~~9.7(f)~~ below and who has responsibility for the matters referred to in clause 13(a) ~~12(a)~~ below.

(i) "College of Teachers" means a group which conforms to the requirements of clauses 17.1, 17.2 and 17.3 below.

~~(h)~~(j) "the Council's Code of Conduct and Confidentiality" refers to the Code of Conduct and Confidentiality that is referred to in paragraph 12 of the Statutory Declaration that is annexed to these Rules as 'Annexure A'

(k) "Chief Executive Officer" means the person who is recognized as the 'chief executive officer for the purposes of Part 4 of the School Education Act 1999 (WA), in accordance with section 151 of that act.

~~(i)~~(l) "College Member" means a member of the College of Teachers from time to time.

(m) "Commissioner" means the West Australian Commissioner for Consumer Protection. If that position is abolished, then "Commissioner" means the person who holds the position which most closely approximates that of the West Australian Commissioner for Consumer Protection.

(i) "Community/Foundation Member" means a person who is either:

(-) one of the following 'Foundation Members', being:

Johannes Guldemon	John Spradbury	Jenny Hill
Mary Christine Guldemon	Anne Williams	Rosemary Sigmund
Dr. Edward McGowan	Odette Margot	Terry Quin Conroy
John Nossiter	Bronwyn Maddock	Wolfgang ten Hompel
Kathryn Olive	Laxon Fowler	Ernst de Jonge
Heather Peacock	Val Staniford	Garry Black
Rosemary Sigmund	Helen Platell	Jennifer Kornberger
		Lisa Joy

~~(j)~~(n) "Community Member" means a person who joins the Association as a 'Community Member', being a person who:

(i) A.—does not meet the requirements for membership of the Association as a College Member, Foundation Member, Parent Member or Teaching Faculty Member; and

(ii) B.—who has been accepted as a member of the Association by a resolution passed by a majority of two thirds of the Members present and voting at a General Meeting.

~~(k)~~(o) "College Councillor" means a College Member who is appointed as a Councillor in accordance with clause 11.2(f), 0(a)(i) and (ii) below.

(p) "College Councillor Candidate" means a person who has been selected as a candidate for appointment as a College Councillor in accordance with clause 0(a)(i) below.

- (q) "Conflict of Interest" means any conflict which may arise between the duties owed by a Councillor to the Association and its Members (on one hand) and any material personal interest that Councillor may have (on the other hand), save where that material personal interest:
- (i) arises solely in relation to that Councillors' interests as an employee of the Association; or
 - (ii) is an interest which that Councillor shares with all other Members of the Association, or a substantial proportion of those Members
- (r) "Council", or "the Council" means the governing body of the Association referred to in clause 12.1 below.
- (s) "Councillor" means a member of the Council, such as the Chairperson, Vice-Chairperson, Secretary, Treasurer, Ordinary Councillors and College Councillors.
- (t) "Delegate" means a person to whom the chairperson of a General Meeting delegates tasks in accordance with clause 11.6(c) below, being tasks which:
- (i) must be performed when the Tellers are unable to agree on how many votes have been received for each Candidate in a secret ballot; and
 - (ii) the chairperson of the General Meeting cannot perform by reason of clause 11.6(c) below and because the chairperson of the General Meeting is a Candidate for the office that is the subject of that secret ballot.
- (u) "Dispute" has the meaning that is given to that term in clause 25(c)(i) below.
- (v) "Elected Councillor" means a member of the group comprising the Chairperson, Vice-Chairperson, Secretary, Treasurer and Ordinary Councillor(s).
- (w) "Extraordinary General Meeting" means a General Meeting of all Members which conforms to the requirements of clause 7.2 below and such other clauses of these Rules that refer to an 'Extraordinary General Meeting'.
- (x) "Financial Year" has the same meaning as the term Calendar Year.
- (y) "Foundation Member" means one of the following people:
- | | | |
|--------------------------------|------------------------|----------------------------|
| <u>Johannes Guldemon</u> | <u>John Spradbury</u> | <u>Jenny Hill</u> |
| <u>Mary Christine Guldemon</u> | <u>Anne Williams</u> | <u>Rosemary Sigmund</u> |
| <u>Dr. Edward McGowan</u> | <u>Odette Margot</u> | <u>Terry Quin Conroy</u> |
| <u>John Nossiter</u> | <u>Bronwyn Maddock</u> | <u>Wolfgang ten Hompel</u> |
| <u>Kathryn Olive</u> | <u>Laxon Fowler</u> | <u>Ernst de Jongor</u> |
| <u>Heather Peacock</u> | <u>Val Staniford</u> | <u>Garry Black</u> |
| <u>Rosemary Sigmund</u> | <u>Helen Platell</u> | <u>Jennifer Kornberger</u> |
| | | <u>Lisa Joy</u> |

- (z) **"General Meeting"** means an Annual General Meeting or an Extraordinary General Meeting. **"General Meetings"** means Annual General Meetings and Extraordinary General Meetings.
- (q)(aa) **"Dispute Resolution Procedure"** means the procedure for the resolution of Disputes that is described in clause 25 below.
- (r)(bb) **"Initial Meeting"** has the meaning that is given to that term in clause 25(c) ~~23(b)~~ below.
- ~~"Mediated Meeting" has the meaning given to that term in clause 23(c) below.~~
- (s)(cc) **"Mediator"** has the meaning given to that term in clauses 25(g)(j),(k),(l),(o) and (p) ~~23(d)~~ below.
- (t)(dd) **"Member"** means a person who is a member of the Association. A Member may be a Parent Member, a College Member, a Teaching Faculty Member, ~~or~~ a Community member, or a Foundation Member.
- (u)(ee) **"Nominator"** means a person who nominates a Candidate for election at a General Meeting, as described in clauses 11.3(b)(ii) and 12.2(a)(iv)B ~~9.8(b)~~ below.
- (v)(ff) **"Ordinary Councillor"** means a Councillor elected by the Members at an Annual General Meeting in accordance with clause 11.2(e)(v) ~~9.7(f)(v)~~ below.
- (w)(gg) **"Parent Member"** means a person:
- (i) who is listed in the School's records as the legal guardian, or as one of the legal guardians, of a student who is currently enrolled at the School; and/or
 - (ii) who is a parent of a student who currently enrolled at the School and who is 18 years of age or more,
- and who does not notify the Secretary in writing of his or her decision not to be a member of the Association. A person who meets those requirements and is also a College Member or a Teaching Faculty Member will not be a Parent Member.
- (x)(hh) **"Parties to the Dispute"** has the meaning given to that phrase in clause 25(a) ~~23(a)~~ below. **"Party to the Dispute"** refers to any one of the Parties to the Dispute.
- If any one of the Parties to the Dispute is a group of people, then the phrases 'Parties to the Dispute' and 'Party to the Dispute' will also refer to the members of that group.
- (y) ~~"Parties who are part of the School Community" will include (but are not limited to) any one or more:~~
- ~~(1) members of the College of Teachers;~~
 - ~~(2) employees of the Association;~~
 - ~~(3) parents of children attending the Association's schools;~~
 - ~~(4) members of the Council; and/or~~
 - ~~(5) other members of the Association.~~
- (ii) **"Potential Conflict"** means any situation in which a reasonable person in the position of a Councillor could be expected to reasonably foresee a significant possibility that a Conflict of Interest could arise.

- (jj) "Principal" means that person who is employed by the Association and who is primarily responsible for the day-to-day management and control of the School. The Principal may be employed by the Association under some other job title, such as 'School Administrator'.
- ~~(kk)~~ "Proxy Form" means a form by a Proxy Grantor grants limited authority to a Proxy Holder to vote on behalf of the Proxy Grantor at a General Meeting, as described in clause 10.5(a)(iii) ~~10.4(a)(iii)~~ below.
- ~~(ll)~~ "Proxy Grantor" means a Member who authorises a Proxy Holder to vote on his or her behalf at a General Meeting by completing a Proxy Form, as described in clause 10.5(a) ~~10.4(a)~~ below.
- ~~(mm)~~ "Proxy Holder" means a Member who is authorised by a Proxy Grantor to vote on behalf of that Proxy Grantor at a General Meeting, as described in clause 10.5(a) ~~10.4(a)~~ below.
- ~~(nn)~~ "Rules" means these 'Rules and Regulations of the Perth Waldorf School Association Incorporated'.
- ~~(oo)~~ "Reference Copy" means the up to date copy of these Rules that is maintained by the Secretary in accordance with clause 22.1 below
- ~~(pp)~~ "Register of Members" means the register of members that is referred to in clause 6.4 below.
- ~~(qq)~~ "Register of Officials" means the register of people that is referred to in clause 12.7 below.
- ~~(rr)~~ "Secondor" means each person who seconds the nomination of a ~~C~~andidate for an office that is to be elected at a General Meeting, as described in clauses 11.3(b)(ii) and 12.2(a)(iv) ~~B 9.8(b)~~ below.
- ~~(ss)~~ "School" means ~~the~~ Perth Waldorf School.
- ~~(tt)~~ "Secretary" means the secretary of the Council, who may be elected at an Annual General Meeting in accordance with clause 11.2(e)(iii) ~~9.7(f)(iii)~~ below and who has responsibility for the matters referred to in clause ~~12(e)~~ 13(c) below.
- ~~(uu)~~ "Sub-committee" means a sub-committee of the Council which has been created in accordance with clause 16.8 or which is referred to in clause 17.2 below.
- ~~(vv)~~ "Steiner Education Australia" means:
- (i) the incorporated body that is registered with the Australian Securities Commission as an Australian Registered body and which has Australian Business Number (ABN) 082 942 541; or
 - (ii) if that body no longer exists, then the successor of that body; or
 - (iii) if there is no direct successor to that body, then to the body that represents the largest number of Steiner/Waldorf schools in Australia from time to time.
- ~~(ww)~~ "Teacher" means a person who is employed by the Association to teach in the School on any basis (including on a casual, full time or part time basis).
- ~~(xx)~~ "Teaching Faculty Member" means a person who is a Teacher and who is not a College Member.
- ~~(yy)~~ "Teller" means each person who is appointed by the chairperson of a General

Meeting to assist in the conduct of a secret ballot at a that meeting in the manner described in clause 11.6 ~~9.11(a)~~ below.

~~(ss)~~(zz) **"Treasurer"** means the Treasurer of the Association, who may be elected at an Annual General Meeting in accordance with ~~clause 9.7(f)(iv)~~ 11.2(e)(iv) below and who has responsibility for the matters referred to in clause 13(d) ~~12(d)~~ below.

~~(tt)~~(aaa) **"Vice-Chairperson"** means the vice-chairperson of the Council, who may be elected at an Annual General Meeting in accordance with ~~clause 11.2(e)(ii) 9.7(f)(ii)~~ below and who has responsibility for the matters referred to in clause 13(b) ~~12(b)~~ below.

~~(uu)~~(bbb) **"Voting Slip"** means each sheet of paper referred to in clauses 11.6(a), (b) and (c) ~~9.11(a)(i)~~ below, and which is to be used for voting in a secret ballot.

5.2 Interpretation

In these Rules:

- (a) the singular includes the plural and conversely; and
- (b) headings are for convenience, and have no effect.
- (c) any reference to a statute includes a reference to its delegated legislation; and
- (d) any reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements.

6 Membership

6.1 Types of members of the Association

- (a) The members of the Association (the **"Members"**) shall be:
 - (i) Parent Members;
 - (ii) College Members;
 - (iii) Teaching Faculty Members; ~~and~~
 - (iv) Community Members; and
 - (v) Foundation Members.

6.2 Termination of membership

- (a) A person shall cease to be a Member if ~~that person shall~~:
 - (i) that person dies or resigns in writing to the Association;
 - (ii) an appropriately qualified medical practitioner produces a report which states that person lacks the mental capacity to actively participate as a Member of the Association become an incapable person or suffers a mental disorder or mental illness within the meaning of these terms under the Mental Health Act (WA) 1996;
 - (iii) that person ceases to meet the qualifications for any category of Member under these Rules; or

~~(iv) that person is expelled be removed from membership under these Rules in accordance with clause (b) or clause 26 below.~~

~~[Note: The rights and privileges which attach to the membership of a Member may also be suspended in accordance with clauses 26(b) to 26(l) below.]~~

~~(c) If the Council is satisfied that a Member has ceased to be interested in the affairs of the Association, or if the address of such Member is not known to the Council, then the Council may remove such person from membership and shall not be required to give any reason for such removal. However, the Council shall reinstate such person to membership at any time immediately upon:~~

~~(-) the Secretary, at any time; or~~

~~(-) any Councillor present at a General Meeting, during the course of that meeting,~~

~~receiving a written request from that Member, or from the authorised representative of that Member, requesting reinstatement.~~

~~(b) A Member may be removed from membership at any time for any reason by resolution of a General Meeting passed by a two thirds (2/3) majority of the Members present.~~

6.3 The rights and privileges of membership

(a) The rights and privileges of every Member shall be personal to that Member and, save as provided in clause 10.5 below, shall not in any manner be transferable by his own act or through any other person on his behalf or by operation by law.

6.4 Register of Members

(a) The Secretary shall keep and maintain a Register of Members, in which shall be entered:

~~(i) the full name; and~~

~~(ii) either the residential address, or the postal address or the email address; and~~

~~(iii) the class of membership (i.e. whether each Member is a Parent Member, College Member, Teaching Faculty Member, Community Member and/or a Foundation Member);-~~

~~of each Member.~~

~~[Note: Where more than one such address for a Member is known to the Secretary, then the Secretary will decide which of those addresses will be recorded in the Register of Members, but the Secretary will take account of any wishes expressed by that Member when making that decision].~~

~~(b) The Secretary must update the Register of Members within twenty eight (28) days after any change occurs in the Association's membership.~~

~~(c) The Secretary will ensure the Register of Members is made available for inspection at the request of any Member who may ask the Secretary.~~

- (d) The Secretary will ensure a copy of:
- (i) the Register of Members; or
 - (ii) an extract from the Register of Members.
- is provided to any Member who makes a written request to the Secretary for such a copy, provided that the Member who requests that copy first:
- (iii) provides the Secretary with a Statutory Declaration which has been made by that Member in accordance with the *Oaths, Affidavits and Statutory Declarations Act 2005 (WA)*, which states the purpose for which the copy is required and which states that purpose is connected with the affairs of the Association; and
 - (iv) pays the Association any amount which the Council determines to be a reasonable charge for the provision of that copy.
- (e) A member who requests:
- (i) to inspect the Register of Members (in accordance with clause (c) above), or
 - (ii) a copy of the Register of Members or of an extract from the Register of Members (in accordance with clause 0 above),
- is not permitted to remove the Register of Members from the Secretary's possession for the purposes of that inspection or that copying.
- (f) A requested copy of the Register of Members, or a requested extract from the Register of Members, may be provided by the Secretary to a Member by electronic means.

6.5 Members' payment of entrance fees, ~~subscriptions~~ and other amounts

- (a) The Association will not require any Member to pay any entrance fee, subscription, membership fee or other amount in consideration of their being granted membership of the Association, or of their continued membership.

7 When, where and how General Meetings shall be convened

7.1 Annual General Meetings

- (a) An Annual General Meeting shall be held once in every Calendar Year ~~at a time that is no more than four (4) months after the end of that Calendar Year~~ or before 30 June.
- (b) Save as required by clause (a) above, each Annual General Meeting shall be held at such time and place as may be:
 - (i) prescribed by the Association by a resolution passed at a General Meeting; or
 - (ii) if the Association fails to pass a resolution prescribing those matters, then at such time and at such place as the Council shall resolve to hold that meeting.

7.2 Extraordinary General Meetings

- (a) The Council may convene an Extraordinary General Meeting by passing a resolution to that effect.

- (b) The Secretary shall convene an Extraordinary General Meeting whenever requested in writing by:
- (i) the Chairperson;
 - (ii) any two or more other Councillors; or
 - (iii) by a written requisition of not less than ~~ten-fifteen~~ percent (15/40%) of the Members, being a requisition which ~~states-includes the text of~~ the proposed resolution(s) which the Extraordinary General Meeting is to consider, the full names of the Members who make that requisition and the contact details of those Members;
~~and may also do so in accordance with clause (e) below.~~
- (c) An Extraordinary General Meeting shall be convened ~~after~~ not less than ~~fourteen (14) days after, the period of notice required for that meeting in accordance with clause 8.1 below and not more than one (1) month~~ six (6) weeks after, receipt by the Secretary of a request in accordance with clause (b) ~~(b)~~ above.
- (d) If certain Members request an Extraordinary General Meeting in accordance with clause (b)(iii) above, and if ~~as the requested~~ Extraordinary General Meeting is not ~~held-convened by the Secretary within six (6) weeks of the Secretary's receipt of their written request~~ the time-limits specified in clause (e) above, then:
- (i) ~~those~~ Members may ~~all~~ meet together more than six (6) weeks and less than ~~within seven-eight~~ (7/8) weeks after the Secretary's receipt of ~~a their written~~ request in accordance with clause (b)(iii) above (the "Members' Meeting");
 - (ii) quorum for the Members' Meeting will be ten per cent (10%) of the Members;
 - (iii) accurate written minutes of the Members' Meeting (including the names of all Members attending that meeting) must be provided to all Councillors within forty eight (48) hours after the Members' Meeting has been held;
 - (iv) failure to comply with clause (iii) above will mean any resolutions passed at the Members' Meeting will be invalid and ineffective;
 - (v) at that meeting, ~~those~~ the Members present at the Members' Meeting may, by a resolution (which may be passed by a simple majority), appoint one of their number to convene the Extraordinary General Meeting which ~~they had been~~ requested in accordance with clause (b)(iii) above, provided that the Extraordinary General Meeting must be convened within three (3) months after the date on which the Secretary received the Member's request in accordance with clause (b)(iii) above; ~~and~~
 - (vi) notice must be given to Members of any Extraordinary General Meeting that is convened in accordance with clause (v) above in accordance with clause 8 below;
 - (vii) any Extraordinary General Meeting that is convened in accordance with clause (v) above may only consider the same proposed resolution(s) which the Secretary was earlier requested (in accordance with clause (b)(iii) above) to convene an Extraordinary General Meeting to consider; and

~~(ii)(viii)~~ if an Extraordinary General Meeting is convened in accordance with clause (v) above, then, as soon as possible after that Extraordinary General Meeting has been held, the Council (on behalf of the Association) must reimburse the Members who called the Extraordinary General Meeting for all of the reasonable expenses that those Members incurred in convening that Extraordinary General Meeting.

~~———— If at any time there are not within the State of Western Australia sufficient Councillors to form a quorum for a meeting of the Council in accordance with clause 15.3 below, then:~~

~~———— any Councillor; or~~

~~———— any two Members;~~

~~may convene any Extraordinary General Meeting in the same manner as nearly as possible as that in which Extraordinary General Meeting may be convened by the Council pursuant to clause (b)(ii) above.~~

8 Notice of General Meetings

8.1 Period of notice for General Meetings

- (a) ~~At least f~~Fourteen (14) days' notice in writing of every Annual General Meeting and seven (7) days' notice in writing of every Extraordinary General Meeting shall be given to every Member.
- (b) ~~Notwithstanding clause (a) above, every Member shall be given at least twenty one (21) days' notice in writing of every General Meeting at which it is proposed to consider a resolution to amend these Rules in accordance with clause 21.~~

8.2 Method for giving notice of General Meetings

- (a) Notice of a General Meeting may be given to the Members in accordance with these Rules:
- (i) by posting that notice by pre-paid post, or by hand-delivering that notice, to each Member at the postal address for that ~~at the~~ Member which last appears in the Register of Members (for the avoidance of doubt: this method will permit notice to be given to a Post Office Box number);
- ~~(ii)~~ by emailing that notice to each Member at the email address for that Member which last appears in the Register of Members;
- ~~(iii)(iii)~~ by a telephone call to each Member who has a telephone, provided that the person who gives the notice to a Member by this method actually converses directly with that Member (for the avoidance of doubt: this method will not permit notice to be given by leaving a recorded message or by sending a SMS/text message);
- ~~(iii)(iv)~~ by publishing the notice in a newsletter which is circulated among the Members;
- ~~(iv)(v)~~ by publishing the notice in a newspaper which is circulated within the area in which all Members reside;

~~(v)~~(vi) if the notice is in respect of a General Meeting, then by any other method that may be authorised in respect of a particular General Meeting by a resolution that has been passed by a two-thirds ($\frac{2}{3}$) majority of Members at a General Meeting, and which is also designed to come to the attention of all Members; or

~~(v)~~(vii) by any combination of the methods referred to in clauses (i) to (v) above, provided that the Secretary is satisfied that reasonable attempts have been made to ensure that each Member has received notice by one or more of those methods.

8.3 What must appear in notice for a General Meeting

- (a) The notice that is given for each General Meeting shall state the time of the meeting, the venue for the meeting and the nature of the business to be transacted at the meeting.
- (b) Where an Extraordinary General Meeting is called in accordance with clauses 7.2(b)(iii) ~~7.2(b)(iii)~~ or 7.2(d) ~~7.2(d)~~ above, then the notice of that meeting shall state include the text of the proposed resolution(s) which the Extraordinary General Meeting is to consider.

8.4 Documents that are to be presented at a General Meeting

- (a) A copy of all such documents as are to be presented to the Association in General Meeting shall not less than seven (7) days before the date of the meeting be made available for inspection to all Members.

9 Proceedings at General Meetings

9.1 The business that may be transacted at a General Meeting

- (a) No business other than that set out in the notice convening a General Meeting shall be transacted at that General Meeting.
- (b) Without otherwise limiting the strict operation of clause (a) above:
 - (i) A notice which convenes an Annual General Meeting does not need to list any of the matters referred to in clauses 11.2(a) to 11.2(g) below if that notice states that the meeting is to be held as an Annual General Meeting.
 - (ii) If a notice which convenes a General Meeting states that the business of that meeting will include considering proposed amendments to these Rules in accordance with clause 21 below, then it will be sufficient for that Notice to simply state that full details of the proposed amendments (including a marked-up copy of these Rules showing the text of the proposed amendments) can be:
 - A. collected upon request from the School's administration office; and
 - B. viewed on a specified page of the School's website.(i.e. so that the notice convening that meeting does not need to provide any other details of the proposed amendments) provided that the full details of the proposed amendments are in fact made available to Members in accordance with clauses A and B above.

~~(b)~~(c) Any Member desiring to bring forward any business at the next General Meeting may give notice in writing to the Secretary (the **Member's Notice**). The Member's Notice must be given to the Secretary:

- (i) before notice of that General Meeting has been given to the Members in accordance with clauses 8.1, 8.2 and 8.3 above; and
- (ii) at least three (3) days before the last date for giving notice of that General Meeting in accordance with clause 8.1(a) above,

and must ~~state~~ include the text of the proposed resolution(s) which those Members wishes to be considered at the next General Meeting. The Secretary thereupon shall include the business referred to in the Member's Notice in the notice calling the next General Meeting that is to be convened after the Secretary's receipt of the Member's Notice.

If a Member Notice is not given to the Secretary within the period prior to a General Meeting that is described in (i) and (ii) of this clause, then the Secretary shall not be required to include the business referred to in the Member's Notice in the notice calling that particular General Meeting.

The Council and the Secretary will not be required to convene an Extraordinary General Meeting, and will not be required to call an Annual General Meeting at any particular time, in order to allow the business referred to in the Members Notice to be dealt with at that General Meeting.

9.2 Quorum at a General Meeting

- (a) No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the General Meeting proceeds to business.
- (b) Save as herein otherwise provided, at least ten (10) Members, which shall include at least five (5) Councillors, personally present shall be a quorum for a General Meeting.
- (c) If the quorum for a General Meeting is not present at the venue for a General Meeting within fifteen (15) minutes of the time that has been given in the relevant notice for the start of that meeting, then:
 - (i) if that meeting has been convened upon the requisition of Members, then it shall be dissolved; and
 - (ii) if that meeting has not been convened upon the requisition of Members, then it shall stand adjourned to the same day in the next week at the same time and place.
- (d) If a General Meeting has been adjourned in accordance with clause (c)(ii) above, and if quorum is not present at the venue for that adjourned meeting at the time that meeting is scheduled to commence, and if quorum is not present within fifteen (15) minutes of that time, then those Members present at that venue at that time shall be a quorum.

9.3 Who will preside at a General Meeting

- (a) The Chairperson, and in his absence the Vice-Chairperson, shall preside as chairperson at every General Meeting.
- (b) If there is no Chairperson or Vice-Chairperson, or if neither the Chairperson or the Vice-Chairperson are present at any General Meeting within fifteen (15) minutes after the time appointed for the start of that meeting, or if neither the

Chairperson or the Vice-Chairperson are willing to act as the chairperson of that meeting, then the ~~M~~members present shall choose one of their number to act as the chairperson of that meeting.

- (c) The chairperson of any General Meeting may, with the consent of that meeting or if so directed by the meeting, adjourn that 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 General Meeting from which the adjournment took place.

9.4 Procedure for General Meetings

- (a) Save as otherwise specified in these Rules, the procedure to be followed at a General Meeting shall be at the discretion of the person acting as chairperson of that meeting.

9.5 ~~Special resolution~~Procedural resolutions

- (a) Any resolution that is proposed by a Member present at a General Meeting for:
- (i) the election of the chairperson of that meeting;
 - (ii) the dismissal of the chairperson of that meeting and for an election to be conducted immediately for a new chairperson of that meeting; and/or
 - (iii) the adjournment of that meeting,

(collectively, the "~~Special Resolution~~Procedural Resolutions") will always be in order, subject only to clause (e) below, and notwithstanding any other provision in these Rules.

- (b) Any resolution that is proposed by a Member at a General Meeting which requires any action other than, or in addition to, the matters specifically referred to in clauses (a)(i) to (a)(iii) above is not a ~~Special Resolution~~Procedural Resolution for the purposes of these Rules.
- (c) When a Member proposes a ~~Special Resolution~~Procedural Resolution at a General Meeting, then the chairperson of that meeting will immediately ask whether any of the other Members present at that meeting will second that proposed resolution. If another Member present at that meeting (not being the Member who first proposed the ~~Special Resolution~~Procedural Resolution) seconds that resolution, then the chairperson of the meeting will suspend all other business of that meeting until the ~~Special Resolution~~Procedural Resolution has been determined (i.e. until the ~~Special Resolution~~Procedural Resolution has been defeated or passed).
- (d) Any resolution that is proposed by a Member present at a General Meeting which requires that a vote immediately be taken to determine a ~~Special Resolution~~Procedural Resolution (a "~~Resolution to Vote on a Special Resolution~~Procedural Resolution") will always be in order, provided that the person who proposes the Resolution to Vote on a ~~Special Resolution~~Procedural Resolution did not either propose or second the ~~Special Resolution~~Procedural Resolution, and subject to clause (e) below.
- (e) When a Member proposes a Resolution to Vote on a ~~Special Resolution~~Procedural Resolution at a General Meeting, then the chairperson of that meeting will immediately ask whether any of the other Members present at that meeting will second the Resolution to

Vote on a ~~Special Resolution~~ Procedural Resolution. If another Member present at that meeting (not being the Member who proposed the ~~Special Resolution~~ Procedural Resolution, or who seconded the ~~Special Resolution~~ Procedural Resolution, or who proposed the Resolution to Vote on a ~~Special Resolution~~ Procedural Resolution) seconds the proposed Resolution to Vote on a ~~Special Resolution~~ Procedural Resolution, then a vote to determine the ~~Special Resolution~~ Procedural Resolution will be taken immediately and without any further discussion.

- (f) Only one ~~Special Resolution~~ Procedural Resolution for either:
- (i) the dismissal of the chairperson of the meeting in accordance with clause (a)(ii) above; or
 - (ii) the adjournment of the meeting in accordance with clause (a)(iii) above,
- may be made put to a General Meeting during any sixty (60) minute period of that meeting. That sixty (60) minute period shall be calculated from the time at which one ~~Special Resolution~~ Procedural Resolution has been determined until the time at which the next ~~Special Resolution~~ Procedural Resolution may be proposed.

9.6 **Adjourning a General Meeting**

- (a) When a General Meeting is adjourned for ten (10) days or more, then notice of the adjourned meeting must be given in accordance with clauses 8.1 to 8.3 above.
- (b) Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned General Meeting.

9.6 **Order of business at each Annual General Meeting**

~~The following shall be the order of business at every Annual General Meeting:~~

- ~~(b) confirmation of the minutes of the last Annual General Meeting and of any Extraordinary General Meeting or meetings held since the preceding Annual General Meeting;~~
- ~~(b) a decision~~
- ~~(b) receipt of:~~
 - ~~(-) the Chairperson's report;~~
 - ~~(-) the Treasurer's report;~~
 - ~~(-) the report from sub-committees of the Council;~~
 - ~~(-) the Association's financial statements; and~~
 - ~~(-) the report of the Auditor;~~
- ~~(b) the adoption, or otherwise, of the Auditor's report;~~
- ~~(b) determination of the number of Councillors who will be elected and/or appointed at the meeting, subject to the restrictions imposed by clause 11.1(a) below;~~
- ~~(b) the election of:~~

- () — the Chairperson;
- () — the Vice Chairperson;
- () — the Secretary;
- () — the Treasurer; and
- () — at least two (2) other members of Council (the "**Ordinary Councillors**");

[**Note:** Although the Annual General Meeting must elect at least two (2) Ordinary Councillors, that meeting may also elect as many other Ordinary Councillors as may be allowed by the determination referred to in clause (e) above.]

- (b) — the appointment of the College Councillor(s) pursuant to the decisions made by the College Members in accordance with clauses 16.5(a)(i) and 16.5(a)(ii) below;
- (b) — the appointment of a person to act as the Auditor in accordance with clause 18 until the next Annual General Meeting; and
- (b) — any special business which:
 - () — is described in the notice that convened the Annual General Meeting; or
 - () — has been brought forward to the Annual General Meeting by the outgoing Council.

9.6 — Conduct of elections held at a Annual General Meeting

In order to be a candidate for election as a Councillor at an Annual General Meeting, a person (the "**Candidate**") must be a Member.

- (b) — If there is more than one Candidate for an office that is to be elected at a Annual General Meeting, then a secret ballot shall be taken in accordance with clause 9.9 below.
- (b) — Each office referred to in clause 9.7(e) will become vacant on commencement of the election for that office, and not before.
- (b) — Each office referred to in clause 9.7(e) will be filled when the chairperson of the meeting announces the Candidate who has won the election for that office.
- (b) — A Candidate can be elected to an office at an Annual General Meeting in absentia provided that the chairperson of the meeting has first satisfied himself or herself that the Candidate is willing to be elected to that office.

9.6 — If all elected offices are not filled at an Annual General Meeting

Subject to ensuring that Council has at least six (6) members, as required by clause 11.1(b)(i) below:

- (b) — If the office of Chairperson is not filled at an Annual General Meeting, then:
 - () — after completion of all other business listed in clause 9.7 above, the Annual General Meeting will be adjourned until a date that is not less than seven (7) days, and not more than one (1) month after the date of the Annual General Meeting, and an election will be held at the

~~reconvened Annual General Meeting for all offices that are vacant at that time (including the office of Chairperson);~~

- ~~(-) the person who held the office of Chairperson prior to the Annual General Meeting (the "**Outgoing Chairperson**") will continue as acting Chairperson until he or she is replaced by a newly elected Chairperson; and~~
- ~~(-) if the office of Chairperson is not filled at the reconvened Annual General Meeting held in accordance with clause (i) above, or if the Outgoing Chairperson is either unwilling or unable to continue as acting Chairperson in accordance with clause (ii) above, then the position of Chairperson will be immediately filled as if it were a casual vacancy in accordance with clause 11.3(b) below.~~
- ~~(b) If the office of Treasurer is not filled at an Annual General Meeting, then the same procedure described in clause 9.9 will apply with such changes as are necessary.~~
- ~~(b) If the office of Secretary is not filled at an Annual General Meeting, then that office will be immediately filled as if it were a casual vacancy in accordance with clause 11.3(b) below.~~
- ~~(b) If the office of Vice-Chairperson is not filled at an Annual General Meeting, then the Council elected at that meeting may, if it resolves to do so, proceed without any person filling the position of Vice-Chairperson until the next Annual General Meeting and without filling that office as a casual vacancy.~~

9.6 Procedure for a secret ballot

- ~~(b) Any secret ballot that is to be conducted at an Annual General Meeting shall proceed on the basis that the chairperson of the meeting shall appoint two Members (the "**Tellers**") to:~~
 - ~~(-) prepare and distribute sheets of paper (the "**Voting Slips**") on which each Member present at that meeting (including the Candidates) may write the name of the Candidate for whom they wish to vote;~~
 - ~~(-) supply each of the Members present at that meeting with the means of writing on their Voting Slip;~~
 - ~~(-) collect the completed Voting Slips, after first allowing each of the Members present at that meeting to have a reasonable opportunity to complete their Voting Slip;~~
 - ~~(-) collate and count the Voting Slips to determine how many votes have been received for each Candidate; and~~
 - ~~(-) advise the chairperson of the meeting of the result of the secret ballot.~~
- ~~(b) If the Tellers are unable to agree on how many votes have been received for each Candidate (in accordance with (a)(iv) above), and if the chairperson of the meeting is not a Candidate, then the chairperson of the meeting will also collate and count the Voting Slips to determine how many votes have been received for each Candidate, and the decision which the chairperson of the meeting makes as to the number of votes received by each Candidate shall be final.~~
- ~~(b) If the Tellers are unable to agree on how many votes have been received for each Candidate (in accordance with (a)(iv) above), and if the chairperson of the meeting is a Candidate, then the chairperson of the meeting will delegate~~

~~the task of collating and counting the Voting Slips to finally determine how many votes have been received for each Candidate (being the task that would be performed by the chairperson of the meeting in the circumstances referred to in (b) above) to another Member who is present at that meeting (the "Delegate"). In those circumstances, the decision which the Delegate makes as to the number of votes received by each Candidate shall be final.~~

~~The chairperson of the meeting should select any Tellers and any Delegate from the Members present at that meeting on the basis that the interests, allegiances, personal character and reputation of the people that he or she selects should help to avoid any perception that the election process was unfair. However, the selection of any Tellers and any Delegate will otherwise be at the sole discretion of the chairperson of that meeting.~~

~~When the chairperson of the meeting announces the Candidate who has won the election for each office, the chairperson shall not provide the meeting with any other information as to the outcome of the secret ballot (such as, for example, the number of votes that have been received by each Candidate) unless the chairperson believes there are clear and compelling reasons as to why he or she should do so.~~

~~Financial statements presented at the Annual General Meeting~~

~~The Association's Financial Statements referred to in clause 9.7(c)(iv) above shall be prepared as at, and the other accounts shall cover, the Calendar Year immediately preceding that Annual General Meeting.~~

10 Voting on resolutions at General Meetings

10.1 Voting on a show of hands

- (a) At any General Meeting, a resolution that is put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least two (2) Members present in person at that meeting.
- (b) In respect of any proposed resolution that is put to the vote by a show of hands at a General Meeting:
 - (i) a declaration by the chairperson of the meeting that the resolution has been carried, or carried unanimously, or carried by a particular majority, or lost, will finally determine the proposed resolution; and
 - (ii) an entry to that effect in the records of the proceedings of the Association by the Secretary of that declaration by the chairperson of the meeting shall be conclusive evidence of the substance of that declaration without any further proof of the votes recorded in favour of or against that resolution.

10.2 Voting by poll

- (a) If a poll is duly demanded in accordance with clause 10.1 above, then the procedure for taking that poll shall be taken in as nearly as possible the same as the procedure for a secret ballot that is described in clause 11.69-10 above below, and (to the extent that procedure cannot apply to a poll) in such manner as the chairperson of the meeting directs.

10.3 Casting vote where there is an equality of votes

In the case of an equality of votes, whether on a show of hands or on a poll, then the chairperson of the meeting shall be entitled to a second or casting vote.

~~10.3~~10.4 Each Member has only one vote

- (a) Subject only to clauses 00 ~~10.2(b)~~ above and 10.5 below, each Member shall have only one (1) vote. A person will not have more than one (1) vote merely because they meet the criteria for membership of the Association under more than one of the categories of membership listed in clauses 6.1(a)(i) to (v) above.

~~10.4~~10.5 Voting by proxy

- (a) Any Member (the "**Proxy Grantor**") may grant any other Member (the "**Proxy Holder**") the authority to vote on behalf of the Proxy Grantor at any General Meeting:
- (i) in favour of particular Candidates in elections that are to be conducted for particular offices during the course of that meeting; and/or
 - (ii) for or against particular proposed resolutions that are to be dealt with during the course of the meeting,
- provided that:
- (iii) each Proxy Holder may only exercise their own vote and the vote of a single Proxy Grantor at any General Meeting;
 - ~~(iii)~~(iv) the Proxy Grantor clearly grants that authority to the Proxy Holder in a written document (the "**Proxy Form**") that has been signed and dated by the Proxy Grantor;
 - ~~(iv)~~(v) the Proxy Grantor's signature on the Proxy Form has been witnessed by someone other than the Proxy Holder, and the Proxy Form has been clearly endorsed with the full name and address of that witness;
 - ~~(v)~~(vi) the Proxy Form clearly identifies the General Meeting at which the Proxy Holder is entitled to vote for the Proxy Grantor, and the way in which the Proxy Holder is to vote on behalf of the Proxy Grantor in relation to any Candidate or proposed resolution; and
 - ~~(vi)~~(vii) the Proxy Form is deposited with the Secretary before the commencement of the General Meeting in respect of which the Proxy Holder has been authorised to vote for the Proxy Grantor.
- (b) Any Proxy Form that purports to grant the Proxy Holder authority to vote on behalf of the Proxy Grantor at the Proxy Holder's discretion, to even a limited degree, is invalid.
- (c) Any Proxy Form that has been amended after it has been signed by the Proxy Grantor is invalid, even if some evidence is provided to the General Meeting to show that the Proxy Grantor consented to the amendment.
- (d) Each Proxy Form is only valid for one General Meeting. However, if the General Meeting that is the subject of the Proxy Form is adjourned for less than ten (10) days, then the Proxy Form will still be valid when that adjourned meeting is reconvened.

- (e) Each Proxy Holder must vote the vote of the Proxy Grantor at the relevant General Meeting in accordance with the completed Proxy Form.
- (f) Any Proxy Form which authorises a proxy vote for or against a proposed resolution (rather than authorising a vote for a particular Candidate or Candidates) can only authorise a proxy vote in relation to a resolution in the terms specified in that form.

11 Proceedings at Annual General Meetings

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11.1 This clause (clause 11) and clause 9

Nothing in in this clause (clause 11) is intended to limit the application of clause 9 above, or the application of any part of clause 9.

11.2 Order of business at each Annual General Meeting

The order of business at every Annual General Meeting shall be:

- (a) confirmation of the minutes of the last Annual General Meeting and of any Extraordinary General Meeting(s) held since the preceding Annual General Meeting;
 - (b) receipt of:
 - (i) the Chairperson's report;
 - (ii) the Treasurer's report;
 - (iii) the report from sub-committees of the Council;
 - (iv) the Association's Annual Financial Report; and
 - (v) the report of the Auditor;
 - (c) the adoption, or otherwise, of the Auditor's report;
 - (d) determination of the number of Councillors who will be elected and/or appointed at the meeting, subject to the restrictions imposed by clause 12.1(b) below;
 - (e) the election of:
 - (i) the Chairperson;
 - (ii) the Vice-Chairperson;
 - (iii) the Secretary;
 - (iv) the Treasurer; and
 - (v) at least two (2) other members of the Council (the "**Ordinary Councillors**");
- [Note: Although the Annual General Meeting must elect at least two (2) Ordinary Councillors, that meeting may also elect as many other Ordinary Councillors as may be allowed by the determination referred to in clause (a) above.]
- (f) the appointment of the College Councillor(s) pursuant to the decisions made

by the College Members in accordance with clauses 0(a)(i) and 0(a)(ii) below;

- (g) the appointment of a person to act as the Auditor in accordance with clause 19 until the next Annual General Meeting; and
- (h) any other business that is described in the notice which convened the Annual General Meeting.

11.3 Conduct of elections held at an Annual General Meeting

- (a) An election will be held for each of the offices referred to in clauses 11.2(e)(i) to 11.2(e)(v) above (including the office of every Ordinary Councillors) at each Annual General Meeting.
- (b) A candidate for election to one of the positions listed in clause 11.2(e)(i) to 11.2(e)(v) above at an Annual General Meeting, that person (the "Candidate") must:
 - (i) satisfy the eligibility criteria listed in clause 0 below,
 - (ii) be nominated as a candidate for a particular position (the "Nominated Position") by a Nominator and must have that nomination seconded by a Seconder; and
 - (iii) agree to being elected to the Nominated Position.

Any person who allows himself or herself to be offered as a Candidate is thereby deemed to agree to being elected to the Nominated Position and also deemed to agree to that they will comply with the requirements of clause 11.4 below.

- (c) If there is more than one Candidate for an office that is to be elected at a Annual General Meeting, then a secret ballot shall be taken in accordance with clause 11.6 below.
- (d) Each office referred to in clause 11.2(e) above will become vacant upon the commencement of the election for that office, and not before.
- (e) Each office referred to in clause 11.2(e) above will be filled when the chairperson of the meeting announces the Candidate who has won the election for that office.
- (f) A Candidate can be elected to an office at an Annual General Meeting in absentia provided the chairperson of the meeting has first satisfied himself or herself that the Candidate is willing to be elected to that office.

11.4 Councillors are required to provide a statutory declaration

- (a) By agreeing to being offered as a Candidate (in accordance with clause 11.3(b)(iii) above), every Candidate is also deemed to agree that, if they are elected, they will:
 - (i) make a Statutory Declaration in accordance with the *Oaths, Affidavits and Statutory Declarations Act 2005* (WA) and in the form of the declaration annexed to these Rules as 'Annexure A'; and
 - (ii) provide that Statutory Declaration to the Secretary within five (5) days of being elected and within five (5) days of being requested to do so by the Chairperson at any other time.
- (b) Every Elected Councillor will, upon being elected, make a Statutory Declaration in accordance with clause (a)(i) above and will provide that

Statutory Declaration to the Secretary in accordance with clause (a)(ii) above.

- (c) The Secretary will keep the Statutory Declarations provided pursuant clause (b) above and clause (e) below in accordance with clause 13(c)(i)F below.
- (d) If a Candidate is elected as Secretary, then that person will make a Statutory Declaration in accordance with clause (b) above and will keep that Statutory Declaration with the other Statutory Declarations that are provided to him or her (as Secretary) in accordance with clause (b) above.
- (e) Every person who is appointed as a College Councillor will provide the Secretary with a Statutory Declaration sworn in accordance with the *Oaths, Affidavits and Statutory Declarations Act 2005* (WA) and in the form of the declaration annexed to these Rules as 'Annexure A'. They will provide that sworn Statutory Declaration to the Secretary within five (5) days of being appointed and within five (5) days of being requested to do so by the Chairperson at any other time.
- (f) Any person who is elected or appointed as a Councillor and who fails or refuses to provide the Secretary with a sworn Statutory Declaration as required by clauses (a) or (e) above within the time period required by those clauses will be deemed to have resigned from their position as a Councillor with immediate effect upon refusing to do so or upon the expiry of that time period (whichever is sooner).

11.5 If all elected offices are not filled at an Annual General Meeting

Subject to ensuring that the Council has at least six (6) members, as required by clause 12.1(b)(i) below:

- (a) If the office of Chairperson is not filled at an Annual General Meeting, then:
 - (i) after completion of all other business listed in clauses 11.2(a) to (h) above, the Annual General Meeting will be adjourned until a date that is not less than seven (7) days, and not more than one (1) month after the date of the Annual General Meeting, and an election will be held at the reconvened Annual General Meeting for all offices that are vacant at that time (including the office of Chairperson);
 - (ii) the person who held the office of Chairperson prior to the Annual General Meeting (the "Outgoing Chairperson") will continue as acting Chairperson until he or she is replaced by a newly elected Chairperson; and
 - (iii) if the office of Chairperson is not filled at the reconvened Annual General Meeting held in accordance with clause (a)(i) above, and if the Outgoing Chairperson is either unwilling or unable to continue as acting Chairperson in accordance with clause (a)(ii) above, then the position of Chairperson will be immediately filled as if it were a casual vacancy in accordance with clause 12.6(b)(i) below.
- (b) If the office of Treasurer is not filled at an Annual General Meeting, then the same procedure described in clause (a) will apply with such changes as are necessary.
- (c) If the office of Secretary is not filled at an Annual General Meeting, then that office will be immediately filled as if it were a casual vacancy in accordance with clause 12.6(b)(iii) below.
- (d) If the office of Vice-Chairperson is not filled at an Annual General Meeting,

then the Council elected at that meeting may, if it resolves to do so, proceed without any person filling the position of Vice-Chairperson until the next Annual General Meeting and without filling that office as a casual vacancy.

11.6 Procedure for a secret ballot

- (a) Any secret ballot that is to be conducted at an Annual General Meeting shall proceed on the basis that the chairperson of the meeting shall appoint two Members (the "Tellers") to:

 - (i) prepare and distribute sheets of paper (the "Voting Slips") on which each Member present at that meeting (including the Candidates and the Tellers) may write the name of the Candidate for whom they wish to vote;
 - (ii) supply each of the Members present at that meeting with the means of writing on their Voting Slip;
 - (iii) collect the completed Voting Slips, after first allowing each of the Members present at that meeting to have a reasonable opportunity to complete their Voting Slip;
 - (iv) collate and count the Voting Slips to determine how many votes have been received for each Candidate; and
 - (v) advise the chairperson of the meeting of the result of the secret ballot.
- (b) If the Tellers are unable to agree on how many votes have been received for each Candidate (in accordance with clause (a)(i) above), and if the chairperson of the meeting is not a Candidate, then the chairperson of the meeting will also collate and count the Voting Slips to determine how many votes have been received for each Candidate, and the decision which the chairperson of the meeting makes as to the number of votes received by each Candidate shall be final.
- (c) If the Tellers are unable to agree on how many votes have been received for each Candidate (in accordance with clause (a)(i) above), and if the chairperson of the meeting is a Candidate, then the chairperson of the meeting will delegate the task of collating and counting the Voting Slips to finally determine how many votes have been received for each Candidate (being the task that would be performed by the chairperson of the meeting in the circumstances referred to in clause (a) above) to another Member who is present at that meeting (the "Delegate"). In those circumstances, the decision which the Delegate makes as to the number of votes received by each Candidate shall be final.
- (d) The chairperson of the meeting should select any Tellers and any Delegate from the Members present at that meeting on the basis that the interests, allegiances, personal character and reputation of the people that he or she selects should help to avoid any perception that the election process was unfair. However, the selection of any Tellers and any Delegate will otherwise be at the sole discretion of the chairperson of that meeting.
- (e) When the chairperson of the meeting announces the Candidate who has won the election for each office, the chairperson of the meeting shall not provide the meeting with any other information as to the outcome of the secret ballot (such as, for example, the number of votes that have been received by each Candidate) unless the chairperson believes there are clear and compelling reasons as to why he or she should do so.

11.7 Annual Financial Report to be presented at the Annual General Meeting

The Association's Annual Financial Report referred to in clause 11.2(b)(iv) above shall be prepared as at, and the other accounts shall cover, the Calendar Year immediately preceding that Annual General Meeting.

11.12 Management by the Council

11.12.1 The role and composition of the Council

- (a) The governance of the Association, and the management of the business and affairs of the Association, shall be vested in the Council.
- (b) The Council:
 - (i) shall comprise not less than six (6) Councillors and not more than twelve (12) Councillors at any time;
 - (ii) shall include two (2) College Councillors;
 - (iii) shall include at least four (4) Parent Members; and
 - (iv) in any event will not include more Teachers (who may be College Councillors, other College Members or Teaching faculty Members) than are equal to one third ($\frac{1}{3}$) of the total number of Councillors at any time.

11.12.2 Minutes

- (a) Councillors shall:
 - (i) cause accurate minutes to be recorded of each General Meeting of the Association, of each meeting of the Council, and of each meeting of each subcommittee of the Council;
 - (ii) cause that those minutes are safely and securely stored;
 - (iii) ensure that those minutes include the names of each person who attends each of those meetings and who are members of the body which convened that meeting;
 - (iv) ensure that those minutes include details of:
 - A. all resolutions that were passed at each of those meetings;
 - B. the name of the Member who nominated each Candidate in each election held at each of those meeting (i.e. the Nominator) and the name of each Member who seconded that nomination (i.e. the Seconder);
 - C. the following details of each proxy vote that was voted at each of those meetings:
 - (1). the name of the Proxy Grantor;
 - (2). the name of the Proxy Holder; and

(3). the Candidates for whom the proxy vote was voted or the motion for which the proxy vote was voted;

and

D. the names of the Member who moved each motion at each of those meeting and the names of any Member who seconded that motion;

- (i) ensure that those minutes ~~are securely stored and~~ are made available for inspection by Councillors (including Councillors of future Councils);
- (v) use reasonable efforts to make those minutes available for inspection by any Member of the Association, upon the written request of that Member, and subject only to also ensuring that the following information is redacted from any copy of those minutes that is made available for inspection by a Member on that basis:
 - A. information which the Association is legally required to keep confidential (for example: information that may be protected from disclosure by the *Privacy Act 1988* (Cth)-1988);
 - B. information that is otherwise considered to be confidential for any reason (for example: information that relates to the Association's employment of any person, to the medical condition of any person, to the behaviour of any child, and/or to the financial circumstances of any person); and
 - C. information that is otherwise considered to be commercially sensitive (for example: information from tenders which the Council has received in relation to proposed building works).

(b) The Secretary will ensure that the minutes of each General Meeting are recorded in accordance with clause (a)(i), (a)(iii) and (a)(iv), and are available to be inspected in accordance with clause (i) and (a)(v), within thirty (30) days after that General Meeting.

(c) When the minutes of each General Meeting are confirmed:

- (i) in accordance with clause 11.2(a) above; or
 - (ii) by a resolution passed at any subsequent General Meeting,
- then, in the absence of any clear evidence to the contrary, those minutes are taken to be proof that:
- (iii) the General Meeting to which those minutes relate was duly convened and held;
 - (iv) the matters recorded in those minutes as having taken place at that General Meeting took place as recorded; and
 - (v) any election or appointment purportedly made at that General Meeting was validly made.

12.3 Eligibility criteria for election and for appointment as a Councillor

A person will only be eligible to be elected or appointed as a Councillor if:

- (a) that person agrees to comply with the requirements of clause 11.4 above;
- (b) that person is a Member;
- (c) that person is not the Principal or an employee of the Association who is involved in the day-to-day management and control of the School;
- (d) that person is not bankrupt according to section 13D of the *Interpretation Act 1984* (WA);
- (e) that person has not been, convicted, within Australia, of:
 - (i) an indictable offence in relation to the promotion, formation or management of a body corporate;
 - (ii) an offence involving fraud or dishonesty punishable by imprisonment for a period of not less than three (3) months; and/or
 - (iii) an offence under Division 3 of Part 4 of the Act or under section 127 of the Act,during the last five (5) years;
- (f) that person has not been convicted of an offence described in clauses (e)(i), (e)(ii) and/or (e)(iii) above where:
 - (i) that conviction resulted in a term of imprisonment; and
 - (ii) they have only been released from custody during the last five (5) years;and
- (g) the Chief Executive Officer has not formed an opinion that that person is not a fit and proper person to operate a school having regard to the matters referred to in section 160(1)(c) of the *School Education Act 1999* (WA).

12.4 When a Councillor ceases to meet the eligibility criteria

Any person who has been elected or appointed as a Councillor and who ceases to meet the eligibility criteria listed in clauses 0(a) to (g) above will be deemed to have resigned from their position as a Councillor with immediate effect.

12.5 Councillors to provide evidence of their eligibility upon request

- (a) Each Councillor must do all things reasonably necessary to provide evidence to demonstrate that they satisfy the eligibility criteria listed in clauses 0(b) to (g) above, at their own expense and as a matter of urgency, upon being required to do so by:
 - (i) the Chief Executive Officer; or
 - (ii) a written direction given to them by the Chairperson or the Secretary.
- (b) A Councillor who refuses to comply with a requirement made pursuant to clause (a)(i) or clause (a)(ii) above, or who fails to comply with such a requirement within what the Chairperson considers to be an reasonable period, will be deemed to have resigned as a Councillor with immediate effect.

11.312.6 Casual Vacancies

- (a) Any casual vacancy arising in the office of an Ordinary Councillor may be filled by the appointment of a Member to that office pursuant to a resolution passed by the other Councillors.
- (b) Any casual vacancy arising in the office of:
 - (i) Chairperson;
 - (ii) Vice-Chairperson;
 - (iii) Secretary; or
 - (iv) Treasurer,may be filled by the appointment of an Ordinary Councillor to that office pursuant to a resolution passed by the remaining members of the Council and provided that the Ordinary Councillor appointed to fill that vacancy was elected at a General Meeting (rather than being appointed to fill a casual vacancy in accordance with [clause \(a\)](#) above).
- (c) Any appointment of an Ordinary Councillor to fill the office of Chairperson, Vice-Chairperson, Secretary or Treasurer in accordance with [clause \(b\)](#) above will create a casual vacancy in the position of that Ordinary Councillor, and that casual vacancy may be filled in accordance with [clause \(a\)](#) above.
- (d) Any casual vacancy arising in the office of a College Councillor may be filled by the appointment of a College Member by the College of Teachers.
- (e) Any person who is appointed to fill a casual vacancy in accordance with [clauses \(a\), \(b\) or \(d\)](#) above shall hold office until the expiration of the term of the person who they were appointed to replace.

12.7 Register of Officials

- (a) The Secretary shall keep and maintain a Register of Officials, in which shall be entered:
 - (i) the full name; and
 - (ii) the residential address, or the postal address, or the email address,of each:
 - (iii) Councillor; and
 - (iv) person who is appointed, or acts, as trustee on behalf of the Association.

[Note: Where more than one such address for a person referred to in [clauses \(iii\) and/or \(iv\)](#) (above) is known to the Secretary, then the Secretary will decide which of those addresses is to be recorded in the Register of Councillors for that person, but the Secretary will take account of any wishes expressed by that person when making that decision].
- (b) The Secretary will ensure that the Register of Officials is made available for inspection at the request of any Member who may ask the Secretary.

- (c) The Secretary will ensure that a copy of:
- (i) the Register of Officials; or
 - (ii) an extract from the Register of Officials,
- is given to any Member who makes a written request to the Secretary for such a copy, provided that the Member must not use or disclose any information from the Register of Officials except for a purpose that is directly connected with the affairs of the Association and/or related to the administration of the Act.
- (d) A member who requests:
- (i) to inspect the Register of Officials (in accordance with clause (b) above), or
 - (ii) a copy of the Register of Officials or of an extract from the Register of Officials (in accordance with clause 0 above),
- is not permitted to remove the Register of Officials from the Secretary's possession for the purposes of that inspection or copying.
- (e) A requested copy of the Register of Officials, or a requested extract from the Register of Officials, may be provided by the Secretary to a Member by electronic means.

12.8 Notifying of any change in the membership of the Council

Within one (1) month after any change in the membership of the Council, the Secretary must give written notice of that change to the Chief Executive Officer in accordance with section 156B(1)(b) of the *School Education Act 1999* (WA).

12.13 Duties of Councillors

- (a) **Chairperson:** The Chairperson:
- (i) shall preside at all General Meetings of the Association and of the Council;
 - (ii) shall see that the business of the Council and of the Association is conducted in a proper manner;
 - (iii) may convene meetings of the Council;
 - (iv) generally shall endeavour to ensure the well-being of the Association and the attainment of its objects; ~~and~~
 - (v) is responsible for the correspondence with official bodies, after consultation with the Council; and-
 - ~~(vi)~~ shall carry out any other duty given to the Chairperson under these Rules or by the Council.
- (b) **Vice-Chairperson:** The Vice-Chairperson:
- (i) shall assist the Chairperson at all General Meetings of the Association and of the Council; ~~and~~
 - (ii) shall assume all powers and responsibilities of the Chairperson in the absence of the Chairperson; and

(iii) shall carry out any other duty given to the Vice-Chairperson under these Rules or by the Council.

(c) **Secretary:** The Secretary shall carry out such duties as the Council may from time to time determine. Unless and until the Council allocates the following duties to another office or Councillor, the Secretary shall:

(i) keep and maintain the following records:

A. a register of the names and addresses of Members in accordance with clause 6.4 above (i.e. the 'Register of Members');

~~B.~~ a register of the Councillors, in which shall be entered the full name of each person who is a Councillor at that time, the residential or postal address of that person, and the office that is held by that person on the Council; names, addresses and positions of each of the people referred to in clause 12.7(a)(iii). **Error! Reference source not found.** and (iv) above (i.e. the 'Register of Officials'), in accordance with clause 12.7 above;

~~B-C.~~ the 'Reference Copy' of these Rules in accordance with clause 22.1 below;

~~C-D.~~ the minutes of General Meetings of the Association and of the Council; ~~and~~

~~E.~~ a list of all sub-committees of the Council; ~~and~~

~~D-F.~~ copies of all sworn statutory declarations that are provided in accordance with clause 6.40(iii) and clauses 11.4(b), (c), (d) and (e) (above);

(ii) consult with the Chairperson regarding the business to be conducted at each meeting of the Council and each General Meeting;

(iii) deal with the Association's correspondence;

~~(ii)~~(iv) make all necessary arrangements to convene the Annual General Meeting, including (but not limited to):

A. arranging the venue for that meeting;

B. giving notice of that meeting to Members;

C. setting the agenda for that meeting; and

D. liaising with the Chairperson, Treasurer, Auditor, and other people as required, so as to ensure that all reports that are to be delivered at the Annual General Meeting will be presented at that meeting;

~~(iii)~~(v) make all necessary arrangements to convene any Extraordinary General Meeting that is required to be convened in accordance with these Rules;

(vi) make any records and/or documents of the Association available for inspection by each Member at their request, to the extent required by these Rules, by the Act and/or by any other law, being records that will include (but are not limited to) the registers and other documents

referred to in clauses (i)A ~~and to (i)F~~(i)B above ~~and any other records required by these Rules;~~

- (vii) provide Members with copies of the documents referred to in:
 - clause (i)A (i.e. the 'Register of Members') above;
 - clause (i)B (i.e. the 'Register of Officials') above;
 - clause (i)C (i.e. the 'Reference Copy') above,and with copies of extracts from those documents, when required to do so by:
 - clause 6.40 above (as to the 'Register of Members');
 - clause 12.70 above (as to the 'Register of Officials'); and
 - clause 22.3 below (as to the 'Reference Copy');
- ~~(iv)~~(viii) provide Members with copies of these Rules, and with copies of extracts from these Rules, when required to do so by clause 22.5(a) below (i.e. when each Member joins the Association) and clause 22.5(b) below (i.e. when a Member requests a copy);~~and~~
- (ix) have custody and responsibility for the non-financial records, books and documents of the Association; and
- (x) carry out any other duty given to the Secretary under these Rules or by the Council.

(d) **Treasurer:** The Treasurer:

- (i) will be responsible for keeping correct books of accounts showing the financial affairs of the Association and the particulars usually shown in books of account of a like nature;
- (ii) will be responsible for receiving and paying all moneys belonging to the Association into such bank or banks as shall be approved by the Council in the name of the Association;
- (iii) will be responsible for balancing his or her books previous to the annual audit or when required by the Council;
- (iv) will be responsible for preparing and handing to the Secretary coordinating the preparation of the Association's financial report before their submission to the Annual General Meeting (including by an income and expenditure statement and balance sheet to be presented at each Annual General Meeting; and
- (v) will be responsible for ensuring that the Association complies with the relevant requirements of Part 5 of the Act;
- (vi) will be responsible for providing any assistance required by the Auditor in relation to the work of the Auditor referred to in clause 19;
- (vii) shall have custody and responsibility for the financial records, books, documents and securities of the Association;
- (viii) ensure the Association retains its financial records for at least seven (7) years after the transactions covered by those records have been completed;

(ix) provide the Commissioner with such information as is required by the Act, including (but not limited to) the information that is to be provided to the Commissioner within 6 months after the end of each Financial Year of the Association in accordance with Regulation 15 of the Associations Incorporation Regulations 2016 (WA); and

~~(iv)~~(x) will carry out any other duty given to the Treasurer under these Rules or by the Council.

(e) All Councillors: All Councillors (i.e. the Chairperson, Vice-Chairperson, Secretary, Treasurer and Ordinary Councillors):

(i) must exercise their powers and discharge their duties as Councillors with a reasonable degree of care and diligence, in good faith, rationally, free from any Conflict of Interest or Potential Conflict, and in the best interests of the Association;

(ii) must not improperly use their position on the Council to gain an advantage for themselves or any other person, or to cause any detriment to the Association; and

(iii) must not improperly use the information which they obtain because of their position on the Council gain an advantage for themselves or any other person, or to cause any detriment to the Association.

1314 The Council

13.114.1 Powers of the Council generally

The Council may exercise all powers of the Association that are not by these Rules required to be exercised by the Members at a General Meeting, and subject to such resolutions as may be made at a General Meeting. Without limiting the generality of the foregoing, the Council shall have power to deal with all or any of the following things:

- (a) to pay to any servant of the Association any gratuity for faithful and diligent service as to them seems fit;
- ~~(a) to fix from time to time the rates and intervals of subscriptions payable to the Association by the members;~~
- (b) to enter into and accept any lease or tenancy of the premises or of any furniture, goods and effects to enable the activities of the Association to be carried on for such time on such conditions and at such rent as may be deemed expedient;
- (c) to draw make accept endorse and issue negotiable securities or instruments of whatever kind or nature and to determine by which persons such negotiable securities or instruments shall be signed or endorsed;
- (d) to take and defend all legal proceedings by or on behalf of the Association and to appoint all necessary attorneys for any such purpose;
- (e) to adopt a seal for the Association and to have the custody thereof and at any meeting of the Council to authorise the affixing of the same to any deed instrument or document;
- (f) to purchase or otherwise acquire any books newspapers or periodicals and dispose of them as it may think fit;

- (g) to determine from time to time the conditions on which and times when Members may use the premises and property of the Association or any part or parts thereof;
- (h) to determine what persons (if any) who are not Members shall be allowed to use the premises or property of the Association or any part or parts thereof;
- (i) to regulate and control its own meetings and to transact business at those meetings;
- (j) to establish and support, or aid in establishing and supporting, any fund or trust for the benefit of employees and ex-employees of the Association and their ~~dependants~~dependents and to grant pensions and allowances to any such persons;
- (k) to determine salaries, wages and other terms and conditions of employment for all persons employed by the Association; and
- (l) to do and perform any other acts matters and things in connection with, or relative to, the management of the Association as shall not by these Rules require to be done at a General Meeting.

13.214.2 Management of affairs

The Council:

- (a) must manage the business and affairs of the Association for the benefit of the School, including (but not limited to):
 - (i) employ persons;
 - (ii) enter into contracts;
 - (iii) construct any building or structure for the benefit of the School or make any improvements to the premises or grounds of the School;
 - (iv) purchase or take a lease or licence of premises for student residential facilities, and enter into any other agreements or arrangements for the establishment, management, staffing and operation of such facilities;
 - (v) establish and conduct, or arrange for the conduct of, facilities and services to enhance the education, development, care, safety, health or welfare of children and students; and
 - (vi) do all those acts and things incidental to the exercise of these powers;and
 - (b) must exercise all the powers and functions of the Association, except those powers and functions which are required by these Rules to be exercised by the Members of the Association in a General Meeting.
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14.3 The responsibilities of the Council and of the Principal

Without limiting the application of clauses 12.1(a), 14.1 and 14.2 above:

- (a) the Council will be responsible for:
 - (i) ensuring the School meets all standards determined by the WA Minister for Education under section 159 of the Schools Education Act 1999 (WA) (as amended from time to time);
 - (ii) the development and implementation of an effective strategic direction for the Association and for the School;
 - (iii) ensuring the development and implementation of effective processes to plan for, monitor and achieve improvements in student learning;
 - (iv) the effective management of the financial resources of the Association (including the financial resources of the School) in accordance, where relevant, with any purposes for which those financial resources were provided;
 - (v) compliance with all written and other laws that apply to and in respect of the Association, the School and the operation of the School;
 - (vi) ensuring the School provides (at least) a satisfactory standard of education in accordance with the principles, practices and methods indicated by Rudolf Steiner and carried on in the various Steiner and Waldorf schools throughout the world;
 - (vii) ensuring the School provides satisfactory levels of care for all enrolled students; and
 - (viii) fostering positive relationships with key stakeholders by ensuring transparency of information about finances, policies, strategic goals and governance --- save that:
 - (A) the Council may require such information to be kept confidential if it considers it (the Council) is legally required to maintain the confidentiality of that information or if it considers that maintaining the confidentiality of that information will better protect the legitimate interests of the Association (including the interests of the School); and
 - (B) no decision made by the Council will be invalid solely by reason of any lack of transparency in the making of that decision or in that effect of the decision;
- (b) the Principal will be responsible for the day-to-day management and control of the School, subject to oversight by the Council; and
- (c) the day to day management and control of the School will otherwise be conducted separately from the overall governance of the Association by the Council.

14.4 Overall control and direction of the School

- (a) Notwithstanding clauses 0(b) and (c) above, the Council has governance and control of the School and will direct the overall operations of the School.

~~(a)(b)~~ [Nothing in clause 0 prevents the Council from determining matters which relate to the day-to-day management and control of the School if the Principal is unavailable or the Council believes it is otherwise appropriate to do so.](#)

1415 Vacation of office and leaves of absence

- (a) A Councillor may request a leave of absence if circumstances preclude his or her attendance at meetings of the Council. The request should be made in writing to the Secretary and considered by the other Councillors at the next meeting of the Council. If the other Councillors reject the request for a leave of absence, then that request will be deemed to be a notice of resignation, by which the person who made the request has resigned from their position as a Councillor. The leave of absence cannot be longer than six (6) months and is subject to ratification at the next Annual General Meeting.
- (b) If it is anticipated that the Councillor will be absent from Council ~~Meetings-~~[meetings](#) for more than six (6) months, then that Councillor should resign.
- (c) The office of any Councillor shall be vacated if the Councillor:
 - (i) without the consent of the Association in General Meeting holds any office of profit under the Association except, in the case of a ~~College-~~Councillor who is also a Teacher;
 - (ii) resigns [from his or her office by notice in writing to the Council or is deemed to have resigned pursuant to these Rules;](#)
 - (iii) has failed to seek a leave of absence in accordance with clause (a) above, has failed to attend 50% of the ordinary meetings of the Council held in any six (6) month period, has been notified of his or her absences over that period by the Secretary, has also been told by the Secretary that his or her failure to attend the next meeting of the Council shall be deemed to be notice of resignation of his or her office in accordance with this clause, and has, after being told of those matters by the Secretary, then failed to attend the next meeting of the Council; or
 - (iv) ceases to be a member of the Association.
- (d) Any person who holds any office of profit under the Association and who is elected as a Councillor at a General Meeting will be deemed to have obtained the consent of the Association at that General Meeting for the purposes of clause (c)(i) above if that person tells the Members present at that General Meeting about the office of profit which they hold before they are elected.
- (e) The Association by a resolution passed at a General Meeting may remove any Ordinary Councillor before the expiration of his period of office and may appoint another person in his stead, which person so appointed shall for all purposes be treated as if he were appointed to a casual vacancy under clause 12.6(a) above.

1516 Proceedings of the Council

15.116.1 Business to be transacted at Council meetings

- (a) The Council may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit.
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15.216.2 Convening Council meetings

- (a) A meeting of the Council may be convened by any Councillor.
- (b) A meeting of the Council shall be convened by the Secretary upon receiving a written request from any other Councillor.
- (c) Any Councillor who convenes a meeting of the Council shall give reasonable notice of that meeting to all other Councillors.
- (d) If at any Council meeting, the Chairperson and Vice-Chairperson are not present within five (5) minutes after the time appointed for the start of that meeting, then the Councillors who are present at that time may choose one of their number to be the Chairperson of that meeting.

15.316.3 Quorum for Council meetings

- (a) The quorum necessary for the transaction of the business of the Council shall be four (4) Councillors.
- (b) A Council meeting can only commence and continue while there is quorum.

15.416.4 Decisions made at Council meetings

- (a) Questions arising at any meeting shall be decided by a majority of votes.
- (b) In case of an equality of votes the Chairperson shall have a second or casting vote.
- (c) Subject to clause (d) below, the Council will generally try to decide questions by using whatever informal voting procedure is favoured by the chairperson of that meeting.
- (d) Notwithstanding clause (c) above, any Councillor may insist that any meeting of the Council must strictly comply with the requirements of clauses 10.1 to 10.5, 10.1, 10.2, 10.3 and 10.4 above, the operation of which will be modified only to the extent necessary to apply to Council meetings rather than to General Meetings.

15.516.5 Procedure for Council Meetings

- (a) Save as otherwise specified in these Rules, the procedure to be followed at a meeting of the Council shall be at the discretion of the person acting as chairperson of that meeting.

15.616.6 Conflicts of Interest

- (a) Each Councillors must disclose any Conflict of Interest, or Potential Conflict of interest, to all other Councillors as soon as possible after the first-mentioned Councillor becomes aware of that Conflict of Interest or Potential Conflict, and in any event by the first meeting of the Council after which the first mentioned Councillor became aware of that Conflict of Interest or Potential Conflict.
- (b) Councillors must also disclose any Conflict of Interest, or Potential Conflict, to the Members who are present at the first General Meeting that is held after that Councillor becomes aware of that Conflict of Interest or Potential Conflict.

~~(c)~~ The disclosure of a Conflict of Interest, or Potential Conflict, under clauses (a) and (b) above must include details of the nature and extent of the relevant Councillor's material personal interest, and of the relationship between that interest and the activities of the Association (including, but not limited to, the activities of the School).

~~(d)~~ If a Councillor discloses a Conflict of Interest, or a Potential Conflict, at a Council meeting or General Meeting, then those details must be recorded in the minutes of that meeting.

~~(b)(e)~~ Councillors who have a Conflict of Interest in relation to any matter may not vote at a Council meeting on any issue that relates to that matter and must leave any Council meeting during any discussion that relates to that matter.

15.716.7 Observers at Council meetings

- (a) Members who are not Councillors may attend Council meetings as observers only by invitation of the Chairperson.
- (b) The Chairperson may allow an observer to address the Council at a Council meeting.

15.816.8 Sub-committees

- (a) The Council may resolve to create a sub-committee for any purpose, provided that resolution:
 - (i) is recorded in writing;
 - (ii) gives the name and the terms of reference of the sub-committee;
 - (iii) states whether the sub-committee is to continue until the completion of a specific task, or until a specific date, or indefinitely;
 - (iv) requires that the sub-committee will include at least one Councillor;
 - (v) identifies the members of the sub-committee and/or prescribes a method by which those members will be selected;
 - (vi) identifies the manner in which, the frequency with which, and the person by which, the sub-committee is to report to the Council; and
 - (vii) describes the powers and functions which the Council delegates to the sub-committee.

~~(b)~~ Notwithstanding clause (a) above, the Council may not delegate to a sub-committee the Council's own power to delegate, and the Council also may not delegate to a sub-committee the performance of any duty that is imposed on the Council by the Act or by any other written law.

~~(b)(c)~~ Without otherwise limiting the operation of clause (a) above, the College of Teachers does not need to be created by a resolution of the Council that prescribes the matters listed in clauses 16.8(a)(ii) to (vii) above, as the College of Teachers is created by these Rules.

~~(e)(d)~~ All sub-committees shall conform to any regulations that may be specified by the Council, and to any directions that are given to them by the Council from time to time.

~~(d)~~(e) Subject to clause (d)~~(b)~~ above, a sub-committee may meet and adjourn as it thinks proper.

~~(e)~~(f) Subject to clause (d) above, ~~q~~Quorum for a sub-committee meeting will be one-half of the number of members of the sub-committee plus one. A sub-committee may not conduct any business unless a quorum is present.

~~(f)~~(g) Questions arising at any meeting of a sub-committee shall be determined in the same manner as nearly as possible as is specified in clause 16.4 above.

~~(g)~~(h) A sub-committee may elect a chairperson of its meetings.

~~(h)~~(i) If no chairperson is elected for the meeting of a sub-committee, or if at any meeting of a sub-committee the chairperson elected is not present within five (5) minutes after the time appointed for the start of that meeting, then the members of that sub-committee who are present may choose one of their number to be chairperson of that meeting.

15.916.9 Irregularities in appointments

(a) If it should be discovered:

- (i) that there was some defect in the appointment of any Councillor or the appointment of any member of any sub-committee; or
- (ii) that any Councillor, or any member of any sub-committee, was not validly elected or appointed (which will include circumstances in which the Councillor or member was ineligible for election or appointment),

then all acts done ~~by~~ at any meeting of the Council or at any meeting of that sub-committee (as appropriate) up until that discovery shall be deemed to be as valid as if every Councillor and every member of a sub-committee had been properly and validly appointed or elected.

15.1016.10 Powers of the Council to delegate financial authority

(a) Without prejudice to the general powers conferred by these Rules, the Council alone shall have power to determine:

(i) who shall be entitled to sign bills, notes, receipts, acceptances, endorsements, cheques, releases, contracts and documents on behalf of the Association; and

~~(ii)~~ who is authorised to access each of the Association's bank accounts, and the extent of each authorised person's access to each of those accounts.

15.1116.11 'Circular' resolutions

(b) A resolution in writing signed by a clear majority of the Councillors shall be just as valid and effective as if that resolution had been passed by the Council at a properly constituted Council meeting.

(c) A resolution will be deemed to have been passed in accordance with clause (b) above if a clear majority of the Councillors have send email messages to the Chairperson in which they give their clear consent to that resolution, provided that:

- (i) all of those email messages refer to the resolution in identical terms;

- (ii) the Chairperson is satisfied that all of the Councillors have been made aware of the proposed resolution;
- (iii) the Chairperson is also satisfied that each email message he/she has received was actually sent by the Councillor from which that email message appears to have been sent; and
- (iv) the resolution relates to a matter that needs to be resolved on an urgent basis.

16.17 The College of Teachers

16.17.1 Membership of the College of Teachers

- (a) The members of the College of Teachers shall always include the College Councillors referred to in clause 12.1(b)(ii) ~~11.1(b)(ii)~~ above.
- (b) Save to the extent required to comply with clause (a) above, the members of the College of Teachers may decide who should be invited to join the College of Teachers.

16.17.2 The College of Teachers is a sub-committee

- (a) The College of Teachers is a sub-committee of the Council.

16.17.3 Recognition of the College of Teachers

- (a) If more than one group purports to be the College of Teachers, then the College of Teachers will be the group that is recognised by the Council as constituting the College of Teachers.

16.17.4 The powers and duties of the College of Teachers

The College of Teachers shall have the following powers and duties in connection with educational and pedagogical matters, issues and aspects of the Association:

- (a) to recommend to the Council the appointment and retention of lecturers, teachers, professional technical skilled or other employees and/or advisers of the Association;
- (b) to prepare edit publish issue acquire and circulate books papers periodicals gazettes magazines circulars and other literary material and electronic and magnetic records and storage media and to establish and maintain provision of the aforesaid;
- (c) for good cause to suspend or expel any student enrolled at the School;
- (d) to accept or refuse any moneys made available to it in any manner;
- (e) subject to clauses 16.8(d) ~~15.3 and 16.2(a)~~ above, to manage and control itself generally; and
- (f) to prepare a report for every meeting of the Council on the activities of the School.

16.517.5 Selection of candidates for appointment as College Councillors

(a) Between:

- the date on which notice of an Annual General Meeting ("**the Forthcoming AGM**") is given in accordance with clauses 8.1, 8.2, and 8.3 above; and
- the date on which the Forthcoming AGM is held,

the College of Teachers will convene a meeting to decide:

(i) which of their number will be appointed to act as College Councillors during the period between:

- A. the Forthcoming AGM; and
- B. the next Annual General Meeting after the Forthcoming AGM,

subject to the limits on the number of College Councillors that are imposed by operation of clauses 12.1(b)(i)~~11.1(b)(ii)~~ and 12.1(b)(iv)~~11.1(b)(iv)~~ above ("**the College Councillor Candidates**"); and

(ii) the order in which the College Councillor Candidates are to be appointed to the available College Councillor positions, so that it will be clear which of the College Councillor Candidates are to be appointed to the available College Councillor positions in the event the operation of clause 12.1(b)(iv)~~11.1(b)(iv)~~ above means that there are fewer College Councillor positions than there are College Councillor Candidates.

~~(b)~~ Notwithstanding clause (a) above, no person can be appointed to act as a College Councillor by the College of Teachers unless they agree to that appointment and meet the eligibility requirements listed in clause 0 above.

Any person who allows himself or herself to be offered as a College Councillor Candidate is thereby deemed to agree to being appointed as a Councillor and also deemed to agree that they will comply with the requirements of clause 11.4 above.

~~(c)~~ The College Members will inform the Secretary in writing of the decision that the College of Teachers has made in accordance with clauses (a)(i) and (a)(ii) above prior to the commencement of the Forthcoming AGM.

~~(d)~~ If the Secretary does not attend the Forthcoming AGM, then the College Members who attend the Forthcoming AGM meeting will also inform the person who acts as chairperson of that meeting at the Forthcoming AGM in writing of the decision that the College of Teachers has made in accordance with clauses (a)(i) and (a)(ii) above as soon as possible after the commencement of that meeting.

1718 Accounts

17.18.1 Keeping of accounts

- (a) The Councillors shall cause proper accounts to be kept with respect to:
 - (i) all sums of money received and expended by the Association and the matter in respect of which the receipt and expenditure takes place;
 - (ii) all sales and purchases of goods by the Association; and
 - (iii) the assets and liabilities of the Association.
- (b) The accounts shall be kept at the registered office of the Association or at such other place or places as the Council thinks fit.

17.218.2 Inspection and presentation of accounts

- (a) The Council shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Association or any of them shall be open to the inspection of Members other than Councillors and no such Member shall have any right of inspecting any account or book or document of the Association except as conferred by statute or authorised by the Council or by the Association by a resolution passed at a General Meeting.
- (b) The Council shall from time to time cause to be prepared and to be laid before the Association at the Annual General Meeting the Association's Annual Financial Report and a report of the Council on the affairs of the Association and the ~~auditor's~~ Auditor's certificate and report.

17.318.3 Bank accounts

- (a) The bank accounts of the Association must be kept with a bank selected by the Council.

1819 Audit

- (a) At least once in each year the accounts of the Association shall be examined by a registered auditor (the "**Auditor**") who shall also:
 - (i) certify to the correctness of the Association's ~~financial Statements~~ Annual Financial Report; and
 - (ii) certify as to the accounts which shall be submitted to the Council.
- (b) The Auditor may be a Member, but no person shall be eligible to be the Auditor who is interested, otherwise than as a Member only, in any transaction of the Association.
- (c) The Auditor may be paid for his services such sum as the Council may from time to time determine.
- (d) Any casual vacancy occurring in the office of Auditor shall be filled by a resolution of the Council.

- (e) Every Auditor shall have a list delivered to him of all the books kept by the Association and shall at all reasonable times have access to the books and accounts of the Association. He may employ persons to assist him investigating such accounts, and he may in relation to such accounts examine any Councillor and/or any employee of the Association.
- (f) The Auditor shall make a report to the Members upon the balance sheet and accounts to be submitted to the Annual General Meeting and in every such report shall:
- (i) state whether in his opinion they are properly drawn up so as to exhibit a true and correct view of the Association's affairs;
 - (ii) include a statement as to whether, in the Auditor's opinion, the balance sheet and accounts have been prepared in accordance with the AI Act;
 - (iii) if the Auditor is not of that opinion, also include an explanation as to why the Auditor believes the balance sheet and accounts are not in accordance with the AI Act;
 - (iv) describe any defects or irregularities identified in the balance sheet and accounts;
 - (v) includes any statements or disclosures required by the auditing standards (being the standards issued by the Auditing and Assurance Standards Board as in force at that time); and
 - (vi) specify the date the report was prepared.;
- (g) If the Auditor identifies any matter(s) in the balance sheet and accounts which the Auditor suspects may be a breach the AI Act, then the Chairperson will report:
- (i) that/those matter(s); and
 - (ii) the Auditor's opinion on those matter(s).
- to the Commissioner by within twenty eight (28) days of being advised of that/those matter(s).

1920 Common Seal

- (a) The common seal of the Association shall be kept in the custody and power of the Secretary and shall only be affixed to any deed instrument or other document:
- (i) at a meeting of the Council and pursuant to a resolution of the Council; or
 - (ii) at a General Meeting and pursuant to a resolution of the Members, and not otherwise.
- (b) Three (3) Councillors shall countersign the affixation of the common seal of the Association, and the Secretary shall keep a record of all documents to which the common seal has been affixed.
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2021 Alteration of **these** Rules

- (a) No object power or rule of the Association shall~~These Rules shall not~~ be repealed or amended, and no new ~~object power or rule shall be adopted, and the name of the Association shall not be changed~~provision shall be added to these Rules, except upon a resolution which is carried by a majority of three quarters ($\frac{3}{4}$) of the Members present and voting at a General Meeting the notice of which shall either:
- (i) have comply with clause 9.1(b)(ii) above; or
 - (ii) set out in ~~extent~~detail the proposed repeal, amendment ~~or adoption,~~ and/or ~~new name~~addition, (a "**Special Resolution**").
- (b) Within one (1) month after the passing a Special Resolution, the Secretary must lodge with the Commissioner:
- (i) a notice of the Special Resolution setting out particulars of the alterations to these Rules;
 - (ii) a certificate in a form required by section 30(4)(a) of the Act, which has been signed by the Secretary and which states that the resolution was passed as a Special Resolution; and
 - (iii) a consolidated copy of the Rules, including all alterations to which the Special Resolution relates,
 - (iv) and the alteration of the Rules will not take effect until those documents have been lodged,
- and must also give written notice of the change to these Rules to the Chief Executive Officer in accordance with section 156B(1)(a) of the *School Education Act 1999* (WA).

22 The Reference Copy, inspection of the Reference Copy and providing copies of these Rules

22.1 The Reference Copy

The Secretary must keep and maintain in an up to date condition a copy of these Rules as a Reference Copy.

22.2 Inspection of the Reference Copy

The Secretary will ensure that the Reference Copy is made available for inspection at the request of any Member who may ask the Secretary.

22.3 Copying of the Reference Copy

The Secretary will ensure that a copy of the Reference Copy is given to any Member who makes a written request to the Secretary for such a copy. No charge shall be made for that copy.

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22.4 Secretary must maintain possession of the Reference Copy

A Member who requests to inspect the Reference Copy (pursuant to clause 22.2 above), or who requests a copy of the Reference Copy (pursuant to clause 22.3 above), is not permitted to remove the Reference Copy from the Secretary's possession for the purposes of that inspection or for copying.

22.5 Providing copies of these Rules to Members upon joining and upon request

(a) The Secretary will ensure that a current version of these Rules is provided to each Member when they join the Association. No charge shall be made for that copy.

[Note: This clause (clause 22.5) does not require a copy of these Rules to be provided to a Member who joined the Association before the adoption of this clause in the Rules].

(b) The Secretary will ensure that a copy of these Rules, or any particular part of these Rules, is provided to any Member who makes a written request to the Secretary for such a copy. No charge shall be made for such a copy.

22.6 Providing copies of these Rules electronically or by reference to a website

Copies of the Reference Copy (in accordance with clause 22.3 above) and copies of these Rules (in accordance with clause 22.5 above) may be provided to a Member by the Secretary by electronic means, or by notifying the Member of the details of a website where the Reference Copy and/or Rules may be downloaded, unless that Member requests that the copy be provided in hard copy form. If the Member makes such a request, then the Secretary must supply the requested copy in that form.

2123 Dissolution

The Association may be dissolved or wound up by a resolution at any General Meeting upon the vote of three quarters ($\frac{3}{4}$) of the Members present and entitled to vote.

2224 Disposition of Assets

If upon the dissolution or winding up of the Association there remain after the satisfaction of all its debts and liabilities any property whatsoever, then that remaining property shall not be paid to or distributed among the Members of the Association, but shall be given or transferred to:

(a) Steiner Education Australia;

(b) some other Association-association or body of a type that is described in section 24(1)(a) to 24(1)(f) of the Act which:

(i) havinghas objects similar wholly or in part to the objects of the Association and which ~~shall~~ also prohibits the distribution of its income and property among its members;

(ii) some is a charitable institution or has charitable objects, ~~which institution or object shall be~~ which has been determined by the Members at or before the time of dissolution or winding up; or

~~(b)~~(c) in default ~~thereof~~ of a determination by the Members in accordance with clause (b) above, or if and in so far as effect cannot be given to such determination, then such payment or distribution shall be determined by a Judge of the Supreme Court of Western Australia.

2325 Dispute resolution

Application of the Dispute Resolution Procedure

- (a) The Dispute Resolution Procedure described in this clause (clause 25) applies to any disputes that arise:
- (i) between two or more Members; or
 - (ii) between any Member or Members (on one hand) and the Association, the Council and/or any Councillor(s) (on the other hand),
(collectively referred to as, the "Parties to the Dispute") concerning or relating to:
 - (iii) the correct interpretation of these Rules; and/or
 - (iv) the operation of these Rules.
- (b) The Dispute Resolution Procedure described in this clause does not apply to Parties who are part of the School Community (collectively referred to as, the "Parties to the Dispute")- disputes:
- (i) between the Association and a Member who is also an employee of the Association concerning issues related to that employment, which may include (but are not limited to) disputes as to:
 - the terms of the Member's employment by the Association;
 - performance management issues; and
 - occupational health and safety issues;
 - (ii) between the Association and a Member who supplies good and/or services to the Association in relation to commercial issues concerning that supply, including (but not limited to) disputes as to the quality and/or quantity of the goods and/or services, and as to payment for the good and services;
 - (iii) where any of the Parties to the Dispute indicate that they wish the Dispute to be determined by a Court, by the State Administrative Tribunal, or by any other judicial or quasi-judicial body that may have jurisdiction to deal with any part of the Dispute;
 - (iv) concerning matters to which insurance that is held by any of the Parties to the Dispute may respond;
 - (v) where following the Dispute Resolution Procedure may otherwise be inconsistent (in any way and to any degree) with obligations owed by the Association under any agreement; and
 - (vi) where all Parties to the Dispute agree to endeavour to resolve the dispute(s) in some other manner.

The Initial Meeting

~~(a)~~(c) The Parties to the Dispute must meet to:

- (i) discuss the matter that is in dispute between them (the "**Dispute**"); and
- (ii) try to resolve the Dispute,

within fourteen (14) days after the date on which Dispute has first come to the attention of all of those parties (the "**Initial Meeting**").

If the Initial Meeting does not resolve the Dispute, then the Parties may elect to have the Dispute determined by the Council

~~(b)~~(d) If the Parties to the Dispute are unable to resolve the Dispute at the Initial Meeting for any reason [including because the Parties to the Dispute ~~cannot do not~~ agree on arrangements to hold the Initial Meeting within the fourteen (14) day period referred to in ~~sub clause~~ clause (c) above, or because one or more of those parties fails to attend the Initial Meeting at a time and place that has been agreed], ~~then the Parties to the Dispute must hold a meeting in the presence of a mediator within twenty eight days (28) after the Dispute has come to the attention of all of those parties (the "Mediated Meeting")~~ any Party to the Dispute may give a written notice to the Secretary which requests that the Dispute be determined by the Council. That written notice must identify the Parties to the Dispute, give the contact details for all the Parties to the Dispute and fully describe the matters that are the subject of the Dispute.

~~(e)~~ Within twenty eight (28) days after the Secretary is given the notice, the Council must meet to consider and determine the Dispute. If a Council meeting has not been scheduled during that twenty eight (28) day period, then a Council meeting must be convened during that period for that purpose.

~~(f)~~ The Secretary must give each Party to the Dispute written notice of the Council meeting at which the Dispute is to be considered and determined at least seven (7) days before that meeting is held. That written notice must state:

- ~~(i)~~ when and where that Council meeting is to be held; and
- ~~(ii)~~ that the Party to the Dispute, or that party's representative, may attend the meeting and will then be given a reasonable opportunity to make written or oral (or both written and oral) submissions to the committee about the Dispute,

~~and that written notice must be given to each Party to the Dispute in accordance with the contact details given in:~~

- ~~(iii)~~ the written notice referred to in clause (d) above; and
- ~~(iv)~~ in the Register of Members (when a Party to the Dispute, or the Parties to the Dispute, are listed in the Register of Members); and
- ~~(v)~~ in the Register of Officials (when a Party to the Dispute, or the Parties to the Dispute, are listed in the Register of Officials).

If the Association is a party to the Dispute, then the Parties may elect to have the Dispute referred to a Mediator (rather than determined by the Council)

(g) If:

- (i) the Parties to the Dispute are unable to resolve the Dispute at the Initial Meeting for any reason [including because the Parties to the Dispute do not agree on arrangements to hold the Initial Meeting within the fourteen (14) day period referred to in clause (c) above, or because one or more of those parties fails to attend the Initial Meeting at a time and place that has been agreed];
- (ii) if the Dispute is between one or more Members (on one hand) and the Association, the Council and/or any Councillor(s) (on the other hand); and
- (iii) any Party to the Dispute gives written notice to the Secretary, stating that that party does not agree to the Dispute being determined by the Council;
 - requesting the appointment of a Mediator; and
 - agreeing to pay for all costs of the mediation (in accordance with clause (r) below).

 then the Council must not determine the Dispute and must instead appoint a Mediator in accordance with clauses (k) and (l) below.

Determination by the Council in accordance with clause (d) above

- (h) At the Council meeting at which a Dispute is to be considered and determined, the Council must:
 - (i) give each Party to the Dispute, or that party's representative, a reasonable opportunity to make written or oral (or both written and oral) submissions to the Council about the Dispute; and
 - (ii) give due consideration to any submissions so made; and
 - (iii) determine the Dispute.
- (i) The Council may give each Party to the Dispute written notice of the Council's determination, and its reasons for that determination. That written notice must be given in accordance with the contact details referred to in clauses (f)(iii), (f)(iv) and (f)(v) above.

Any Party who disagrees with a determination made by the Council may elect to have the Dispute referred to a Mediator

- (j) A Party to the Dispute may, within fourteen (14) days after receiving any notice of the Council's determination under clause (i) above, give a written notice to the Secretary:
 - (i) requesting the appointment of a Mediator in accordance with clauses (k) and (l) below; and
 - (ii) agreeing to pay for all costs of the mediation (in accordance with clause (r) below).

The selection of a Mediator

- (k) If the Secretary receives a written notice in accordance with clauses (g) or (j) above, then the Council will appoint a Mediator. In the first instance, the Council will seek some agreement between the Parties to the Dispute as to the person who is to be appointed as Mediator for the Dispute between them.
- (l) If there is no agreement as to the person who is to be appointed as Mediator for the purposes of clause (k) above, then the Council must appoint a person as Mediator provided that:
 - (i) the Dispute is between one or more Members (on one hand) and the Association (on the other hand), then the Mediator appointed by the Council must be a person who works as a mediator for a not-for-profit body (such as a Community Legal Centre); and
 - (ii) although the person appointed as Mediator may be a Member or former Member of the Association, that person must not have any personal interest in the matter that is the subject of the Dispute or be biased in favour of or against any Party to the Dispute.

The conduct of the mediation

- (m) The Parties to the Dispute must attempt in good faith to resolve the Dispute in the mediation.
- (n) Each Party to the Dispute must give the Mediator a written statement of the issues that need to be considered at the mediation at least five (5) days before the mediation takes place.
- (o) In conducting the mediation, the Mediator must:
 - (i) give each Party to the Dispute an opportunity to be heard;
 - (ii) allow each Party to the Dispute to give due consideration to any written statement given by another party; and
 - (iii) ensure that natural justice is given, and that procedural fairness is shown, to the Parties to the Dispute throughout the mediation process.
- (p) The Mediator cannot determine the matter that is the subject of the Dispute, and must not purport to do so. The Mediator may only mediate between the Parties to the Dispute in order to facilitate negotiations for a settlement of the Dispute.
- (q) The mediation must be conducted on the basis that it is agreed to be confidential and without prejudice to the legal rights of each Party to the Dispute. However, if the Parties to the Dispute reach an agreement which resolves the Dispute during the mediation, then they may also agree to be legally bound by that agreement. No information given by the Parties to the Dispute in the mediation may be used in any other proceedings that may take place in relation to the Dispute or in relation to any other matter that is dealt with in the mediation.

The cost of the mediation

- (r) The costs of the mediation are to be paid by the Party to the Dispute who requested the appointment of the Mediator, or equally by the Parties to the Dispute who requested the appointment of the Mediator.
- (d) The Parties to the Dispute must, in good faith, use all reasonable efforts to resolve the Dispute at the Initial Meeting and at the Mediated Meeting.

- (d) ~~The Parties to the Dispute must try to agree on the person who is to act as the mediator at the Mediated Meeting (the "Mediator"). However, the Mediator cannot be one of the Parties to the Dispute.~~
- (d) ~~If the Parties to the Dispute cannot agree on the person who is to act as the Mediator, and if the majority of Councillors are not Parties to the Dispute, then the Mediator must be a person appointed by the Council. Any Councillor who is one of the Parties to the Dispute may not participate in, or vote in, or observe, the deliberations of Council which appoint the Mediator in accordance with this sub-clause.~~
- (d) ~~If the Parties to the Dispute cannot agree on the person who is to act as the Mediator, and if the majority of Councillors are Parties to the Dispute, then the Mediator will be appointed by:~~
- (iv) ~~the Chief Executive Officer of Steiner Education Australia;~~
 - (iv) ~~if that appointment cannot be made expeditiously, then the Chairperson of Steiner Education Australia; or~~
 - (iv) ~~if that appointment cannot be made expeditiously, then the senior officer of Steiner Education Australia.~~
- (d) ~~The Mediator, in conducting the mediation, must:~~
- (iv) ~~give each of the Parties to the Dispute every opportunity to be heard during the mediation process;~~
 - (iv) ~~allow each of the Parties to the Dispute to properly consider any written statement that is submitted by any of the other Parties to the Dispute; and~~
 - (iv) ~~ensure that natural justice is accorded to each of the Parties to the Dispute throughout the mediation process.~~
- (d) ~~The Mediator cannot determine the Dispute, and must not purport to do so.~~
- (d) ~~The Initial Meeting and the Mediated Meeting must both be conducted on the basis that they are confidential and without prejudice to the legal rights of each of the Parties to the Dispute. However, if the Parties to the Dispute reach an agreement which resolves the Dispute during such a meeting, then, when that meeting is being concluded, those parties may also agree to be legally bound by that agreement. If the Parties to the Dispute intend to be legally bound by such an agreement, then they should seek to immediately record that agreement in writing (including the fact that they intend to be bound by that agreement), to each sign copies of that document and to exchange those signed copies.~~

Disputes which are not resolved in accordance with this Dispute Resolution Procedure

- (s) ~~If the Mediated Meeting does not result in the Dispute being is not resolved by either:~~
- (i) ~~a determination made by the Council in accordance with clause (d) above; or~~

(ii) a mediation conducted in accordance with either clause (g) or clause (j) above.

then each of the Parties to the Dispute may seek to resolve or determine the Dispute in accordance with any other procedure that is legally available to them.

Parties who are groups may be represented by a single person

(t) If any of the Parties to Dispute is a group of people and if the size of that group means it is not reasonably practicable for all of the members of that group to attend an Initial Meeting or a Mediated Meeting actively participate in:

- an Initial Meeting in accordance with clause (c) above;
- the determination of the Dispute by the Council in accordance with clause (d) above; and/or
- a mediation that is conducted in accordance with clause (g) or clause (j) above,

then that group of people may be represented:

- at that Initial Meeting;
- in relation to the Council's determination of the Dispute; and/or
- in that mediation.

by a single person who has been appointed by that group for that purpose, and who has been expressly authorised the members of that group to speak on their behalf at the meeting and to negotiate a resolution of the Dispute on their behalf.

Parties may be also represented by other people in some circumstances

(e)(u) If any personality issues, communication issues or other interpersonal issues exist between the Parties to the Dispute, and if those issues may impede clear and objective communication between those parties in the mediation at the Initial Meeting and/or the Mediated Meeting, then each such party may choose to be represented at that meeting in the mediation by a single person who has been appointed by that party for that purpose, and who has been expressly authorised by that party to speak on its behalf at the meeting in the mediation and to negotiate a resolution of the Dispute on its behalf.

A Dispute will not prevent the Council from making a decision on any related issue

(v) Nothing in this clause (clause 25) will prevent or delay the Council from making a decision or from passing a resolution in relation to a matter or issue that is the subject of a Dispute that is, or which may, be dealt with in accordance with this clause (clause 25).

26 Suspension or expulsion of Councillors and Members

The terms used in this clause (clause 26)

(a) In this clause (clause 26):

- (i) the term 'Member', in relation to a Member who is expelled from the Association, includes a former Member;
- (ii) the term 'Councillor', in relation to a Councillor who is expelled from the Council, includes a former Councillor; and

(iii) for the purposes of clauses (m) to (w) below, if the Council proposes to suspend or expel a Councillor from the Council, and if that Councillor holds the position of Secretary, then all references to 'the Secretary' in clauses (m) to (w) below will be deemed to refer to the first person who is listed in the Register of Officials as a current Councillor, who is not the Secretary, and who is not a Councillor that the Council is proposing to suspend or expel.

Suspension or expulsion of a Member

(b) The Council may decide to suspend a Member's membership or to expel a Member from the Association if the Council determines that—

- (i) the Member has contravened any of these Rules;
- (ii) the Member has acted detrimentally to the interests of the Association; and/or
- (iii) the Member is a Community Member who has ceased to be interested in the affairs of the Association,

and if a clear majority of the Council resolves that the Member's membership should be suspended for a particular period or resolves that the Member should be expelled from the Association.

(c) The Secretary must give the Member written notice of the proposed suspension or expulsion at least 28 days before the Council meeting at which the proposal is to be considered by the Council. That written notice must be given in accordance with the contact details for the Member in the Register of Members.

(d) The written notice given to the Member by the Secretary in accordance with clause (c) above must state —

- (i) when and where the Council meeting is to be held; and
- (ii) the grounds on which the proposed suspension or expulsion is based; and
- (iii) that the Member, or the Member's representative, may attend the Council meeting and will be given a reasonable opportunity to make written or oral (or both written and oral) submissions to the Council about the proposed suspension or expulsion.

(e) At the Council meeting referred to in clause (c) above, the Council must —

- (i) give the Member, or the Member's representative, a reasonable opportunity to make written or oral (or both written and oral) submissions to the Council about the proposed suspension or expulsion;
- (ii) give due consideration to any submissions so made; and
- (iii) decide:
 - A. whether or not to suspend the Member's membership and, if the decision is to suspend the membership, the period of suspension; or
 - B. whether or not to expel the Member from the Association.

- (f) A decision of the Council to suspend a Member's membership or to expel the Member from the Association takes immediate effect.
- (g) If the Council decides to suspend the Member's membership or to expel the Member from the Association, then the Council must give the Member written notice of the Council's decision, and the reasons for that decision, within seven (7) days after the Council meeting at which the decision is made. That written notice must be given in accordance with the contact details for the Member in the Register of Members.
- (h) A Member whose membership is suspended or who is expelled from the Association may, within fourteen (14) days after receiving notice of the Council's decision under clause (g), give written notice to the Secretary requesting the appointment of a mediator under clause 25(k) above.
- (i) If a Member gives notice to the Secretary in accordance with clause (f), then that Member and the Council will be the Parties to the Dispute in the mediation for the purposes of clauses 25(k) to 25(v) above.

Consequences of suspension of a Member

- (j) During the period that a Member's membership is suspended, the Member loses all rights (including voting rights) and privileges arising as a result of membership
- (k) When a Member's membership is suspended, then the Secretary must record in the Register of Members —
- (i) that the Member's membership is suspended;
 - (ii) the date on which the suspension takes effect; and
 - (iii) the period of the suspension.
- (l) If a Member's membership has been suspended, and when that Member's period of the suspension ends, then the Secretary must record in the Register of Members that the Member's membership is no longer suspended.

Suspension or expulsion of a Councillor

- (m) The Council may decide to suspend a Councillor from the Council or to expel a Councillor from the Council if the Council determines that—
- (i) the Councillor has contravened any of these Rules;
 - (ii) the Councillor has contravened the Council's Code of Conduct and Confidentiality;
 - (iii) the Councillor has otherwise failed to perform the duties required of a Councillor and/or meet the obligations owed by a Councillor; and/or
 - (iv) the Councillor has otherwise acted detrimentally to the interests of the Association.

and if more than three quarters ($\frac{3}{4}$) of the Council resolve that the Councillor should be suspended from the Council for a particular period or resolve that the Councillor should be expelled from the Council.

- (n) The Secretary must give the Councillor written notice of the proposed suspension or expulsion at least 28 days before the Council meeting at which the proposal is to be considered by the Council.
- (o) The written notice given to the Councillor by the Secretary in accordance with clause 0 above must state —
- (i) when and where the Council meeting is to be held; and
 - (ii) the grounds on which the proposed suspension or expulsion is based; and
 - (iii) that the Councillor, or the Councillor's representative, may attend the Council meeting and will be given a reasonable opportunity to make written or oral (or both written and oral) submissions to the Council about the proposed suspension or expulsion.
- (p) After the Council meeting referred to in clause (o) above, the Council must —
- (i) give the Councillor, or the Councillor's representative, a reasonable opportunity to make written or oral (or both written and oral) submissions to the Council about the proposed suspension or expulsion; and
 - (ii) give due consideration to any submissions so made; and
 - (iii) decide:
 - A. whether or not to suspend the Councillor from the Council and, if the decision is to suspend the membership, the period of suspension; or
 - B. whether or not to expel the Councillor from the Council.
- (q) A decision of the Council to suspend a Councillor from the Council or to expel a Councillor from the Council takes immediate effect.
- (r) If the Council decides to suspend the Councillor from the Council or to expel the Councillor from the Council, then the Council must give the Councillor written notice of the Council's decision, and the reasons for that decision, within seven (7) days after the Council meeting at which the decision is made.
- (s) A Councillor whose has been suspended from the Council or who has been expelled from the Council may, within fourteen (14) days after receiving notice of the Council's decision under clause (r), give written notice to the Secretary requesting the appointment of a mediator under clause 25(k) above.
- (t) If a Councillor gives written notice to the Secretary in accordance with clause (s), then that Councillor and the Council will be the Parties to the Dispute in the mediation for the purposes of clauses 25(k) to 25(v) above.

Consequences of suspension of a Councillor

- (u) During the period that a Councillor is suspended from the Council, that Councillor loses all rights (including voting rights) arising as from their membership of the Council.

(v) When a Councillor has been suspended from Council, then the Secretary must record in the Register of Members —

(i) that the Councillor has been suspended from the Council;

(ii) the date on which that suspension takes effect; and

(iii) the period of that suspension.

(w) If a Councillor has been suspended from Council, and when that Councillor's period of the suspension ends, then the Secretary must record in the Register of Members that the Councillor is no longer suspended from Council.

These Rules and Regulations were last amended by a special resolution of the Association on

ANNEXURE 'A'

Western Australia

Oaths, Affidavits and Statutory Declarations Act 2005 (WA)

Statutory Declaration

I _____ [Insert the name of the person making the declaration]

of _____ [Insert the address of the person making the declaration]

occupation _____ [Insert the occupation of the person making the declaration]

sincerely declare as follows:

1. _____ I am of good character.
2. _____ I believe I am a fit and proper person to be a member of the governing council (the **Council**) of 'The Perth Waldorf School Association Incorporated' (the **Association**).
3. _____ I believe I have the necessary range of skills and experience to properly perform the duties of a member of the Council and of any particular position on the Council for which I have offered myself as a candidate.
4. _____ I am not a bankrupt according to section 13D of the *Interpretation Act 1984* (WA), and I am not a person whose affairs are regulated under any insolvency laws.
5. _____ Within the last five (5) years I have not been convicted of:
 - (a) _____ an indictable offence in relation to the promotion, formation or management of a body corporate;
 - (b) _____ an offence involving fraud or dishonesty punishable by imprisonment for a period of not less than three (3) months; or
 - (c) _____ an offence under Division 3 of Part 4 or section 127 of the *Associations Incorporations Act 2015* (WA).
6. _____ If I have been convicted of any of the offences referred to in 5(e)(i), (ii) or (iii) above more than five (5) years ago, and if that/those conviction(s) resulted in a term of imprisonment, then more than five (5) years has passed since I was released from custody in relation to that/those conviction(s).

7. I agree that, if the secretary of the Council (the **Secretary**) or the chairperson of the Council (the **Chairperson**) ask me to do so, then I will provide the Secretary or the Chairperson (as appropriate) with a new 'National Police Certificate' in relation to myself. I also agree that in that event I will provide that 'National Police Certificate' at my own expense and as a matter of urgency.
8. I have never been refused a 'Working With Children Card' or its equivalent, except on the basis that I was not engaged in child-related work.
9. I have never been issued with an interim negative notice or a negative notice under the *Working with Children (Criminal Record Checking) Act 2004 (WA)*.
10. I agree that, if I the Secretary or the Chairperson ask me to do so, then I will provide the Secretary or the Chairperson (as appropriate) with a current 'Working with Children Card' issued under the *Working with Children (Criminal Record Checking) Act 2004 (WA)*. I also agree that in that event I will provide that 'Working with Children Card' at my own expense and as a matter of urgency.
11. To the best of my knowledge, I do not have any relationship:
- (a) with another person in which we are employer and employee;
 - (b) with another person or with a body corporate in which we are business partners;
 - (c) with a body corporate in which I am a director of that body corporate;
 - (d) with a body corporate in which I have any degree of control or management of that body corporate;
 - (e) with a body corporate in which I hold an interest in at least five per cent (5%) of the share capital of that body corporate; or
 - (f) with another person or a body corporate in which we are joint trustees or joint beneficiaries,
- and where that other person and/or that body corporate:
- (g) has been convicted of any of respect of any offence involving fraud, theft or breach of a fiduciary relationship, however described, with the last five (5) years; or
 - (h) was convicted of any of those offences more than five (5) years ago, was imprisoned as a result of that/those offence(s), and was released from custody in relation to that/those conviction(s) within the last five (5) years;
12. I agree to comply with the requirements of the Council's 'Code of Conduct and Confidentiality', which requires members of the Council to:
- (i) Act in the best interests of the Perth Waldorf School (the **School**).
 - (ii) Uphold the values, aims and objects, and good reputation of the School.
 - (iii) Embrace and be willing to further my understanding of Steiner Education.
 - (iv) Behave with honesty and integrity, respect and accountability.

- (v) Demonstrate high standards of ethical behaviour and responsiveness to the needs and aspirations of the School.
- (vi) Create policies in order to achieve the delivery of fair, effective, impartial and courteous service to stakeholders of the School.
- (vii) Expect, support and develop high standards of leadership.
- (viii) Act with due care and diligence.
- (ix) Treat other members of the Council, staff, students, parents, members of the Association and others with respect and courtesy and without harassment, discrimination or intolerance.
- (x) Act within the requirements of all applicable Commonwealth and State laws and satisfy all common law obligations and responsibilities.
- (xi) Maintain appropriate confidentiality or, and accountability for, the acts of the Council.
- (xii) Disclose and take all reasonable steps to avoid any Conflict of Interest in connection with the operations or activities of the Association (including the operation of the School).
- (xiii) Use the assets and resources of the Association in a proper and accountable manner.
- (xiv) Make decisions about the allocation of assets and resources of the School applying the principle that merit is the primary matter considered.
- (xv) Not make any improper use of information obtained as a member of the Council or gain or seek to gain a direct or indirect pecuniary benefit or material advantage for any Member of the Association, or any member of the Council, or any employee of the Association, or any related person, to the detriment of the Association.
- (xvi) Not cause or permit any act with intent to deceive or defraud the Association, or any member of the Association, or any other person.
- (xvii) Not provide false or misleading information in response to any request for information relating to the official activities of the Council.

13. I agree to comply with all requirements of the constitution of the Association (the **Constitution**) in my role as a member of the Council.

14. I acknowledge the requirements of the Constitution in relation to managing Conflicts of Interest. I do not currently have any Conflict of Interest which cannot be effectively managed in accordance with the Constitution or which would prevent me from participating in meetings of the Council in accordance with my role as a member of the Council.

15. I acknowledge that the Constitution provides that I will be deemed to have resigned as a member of the Council with immediate effect in the event:

- (a) I am found to be ineligible to be elected or appointed as a member of the Council in accordance with the Constitution;
- (b) I fail or refuses to comply with a requirement made by the Chairperson or Secretary in accordance with paragraph 7 above; or
- (c) I do not comply with such a requirement within what the Chairperson reasonably believes to be an reasonable period for me to do so.

This declaration is true and I know that it is an offence to make a declaration knowing that it is false in a material particular.

This declaration is made under the *Oaths, Affidavits and Statutory Declarations Act 2005*.

At _____ [insert place]

On _____ [insert date]

By _____ [Signature of person making the declaration]

In the presence of

_____ [Signature of the authorised witness]

_____ [Insert name of the authorised witness]

_____ [Insert qualification the authorised witness]

***Important - This Declaration must be made before any of the following persons:**

Academic (post-secondary institution)	Local government councillor
Accountant	Loss adjuster
Architect	Marriage Celebrant
Australian Consular Officer	Member of Parliament
Australian Diplomatic Officer	Minister of religion
Bailliff	Nurse
Bank Manager	Optometrist
Chartered secretary	Patent Attorney
Chemist	Physiotherapist
Chiropractor	Podiatrist
Company auditor or liquidator	Police officer
Court officer (magistrate, registrar or clerk)	Post Office manager
Defence Force officer	Psychologist
Dentist	Public Notary
Doctor	Public Servant (State or Commonwealth)
Electorate Officer (State – WA only)	Real Estate agent
Engineer	Settlement agent
Industrial organisation secretary	Sheriff or deputy Sheriff
Insurance broker	Surveyor
Justice of the Peace (any State)	Teacher
Lawyer	Tribunal officer
Local government CEO or deputy CEO	Veterinary surgeon

Full descriptions of these professions are available via the following website link
http://www.courts.dotaq.wa.gov.au/files/Professions_witness_statutory_declarations.pdf

OR

any person before whom, under the *Statutory Declarations Act 1959* (Commonwealth), a Statutory Declaration may be made.

Any authorised witness for the State of Western Australia may also witness a Commonwealth Statutory Declaration, as long as they are in Western Australia at the time of witnessing - Schedule 2, item 231 of the *Statutory Declarations Regulations 1993* (Commonwealth).