

CONSTITUTION
OF
RSL LIFECARE LIMITED
ACN 000 048 957

LEVEL 5 / 120 PACIFIC HIGHWAY, ST LEONARDS NSW 2065

As adopted on 1 July 2020

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CONSTITUTION

OF

RSL LIFECARE LIMITED ACN 000 048 957

1. PRELIMINARY

1.1 Definitions

In the construction of this Constitution, unless the contrary intention appears:

- (a) "annual general meeting" has the meaning given under the Corporations Act;
- (b) "board" means some or all of the directors acting as a board in accordance with this Constitution;
- (c) "the Company" means RSL LifeCare Limited (ACN 000 048 957);
- (d) "Constitution" means this document as amended from time to time;
- (e) "corporate representative" means in relation to a member that is a body corporate, a natural person appointed by that member as its representative to exercise all or any of the powers the body corporate may exercise;
- (f) "corporate representative certificate" means a certificate evidencing the appointment of a corporate representative, which complies with this Constitution;
- (g) "the Corporations Act" means the *Corporations Act 2001* (Cth);
- (h) "DGR" means an endorsed Deductible Gift Recipient under Division 30 of the *Income Tax Assessment Act 1997* (Cth);
- (i) "director" means a person holding office as a director of the Company;
- (j) "family member of a Veteran" means all or any of the following:
 - (i) a parent of a Veteran;
 - (ii) a spouse or partner of a Veteran;
 - (iii) a child of a Veteran;
 - (iv) former spouse or partner (whether or not remarried) of a Veteran, who has been affected by a Veteran's service or who has a child of a Veteran;
 - (v) grandparents of a Veteran where there is a carer relationship;
 - (vi) grandchildren of a Veteran;
 - (vii) carer of a Veteran; or
 - (viii) any other person who is wholly or partly dependant on a Veteran,

- (k) "a general meeting" means a meeting of members duly called and constituted in accordance with the Constitution and any adjourned holding of it;
- (l) "League" means The Returned and Services League of Australia, which is a national, non-political, non-sectarian organisation of returned and ex-servicemen and women formed to promote the interests of ex-servicemen and women and their dependants;
- (m) "member" means any person entered in the register as a member of the Company;
- (n) "member present" means a member present at any general meeting, in person or by proxy or attorney or, in the case of a body corporate, by its corporate representative;
- (o) "professional experience" means having knowledge and skills gained in a professional capacity in one or more of the following:
 - (i) residential and / or community aged care;
 - (ii) retirement living;
 - (iii) property management or development;
 - (iv) finance;
 - (v) law; or
 - (vi) has at least 3 years' experience, gained in the last 5 years, as a director of an organisation of comparable size operating in a similar industry as the Company, and who is able to demonstrate an understanding and empathy with the values of the League and the purposes of RSL NSW as set out in its constitution;
- (p) "proxy" means a person duly appointed under a proxy form by a member who is entitled to attend and vote at a general meeting, to attend and vote instead of the member at the meeting;
- (q) "proxy form" means an instrument for appointing a proxy, that instrument complying with the Constitution;
- (r) "register" means the register of members kept by the Company under the Corporations Act;
- (s) "the registered office" means the registered office of the Company;
- (t) "related body corporate" has the meaning given to that term in the Corporations Act;
- (u) "RSL NSW" means The Returned and Services League of Australia (New South Wales Branch) (ABN 78 368 138 161);
- (v) "secretary" means any person appointed to perform the duties of secretary of the Company and includes an assistant secretary or any person appointed to act as such temporarily;
- (w) "Service Member" has the meaning given in the Constitution of RSL NSW;
- (x) "subsidiary" has the meaning given to that term in the Corporations Act;

- (y) "Veteran" means a person who is serving or has served in the Australian Defence Force (as defined in the *Defence Act 1903* (Cth)); and/or anyone who qualifies as a Service Member of RSL NSW.

1.2 Interpretation

In this Constitution, unless the context indicates a contrary intention:

- (a) an expression importing a natural person includes any individual, company, partnership, joint venture, association, corporation, other body corporate or trust and any government agency;
- (b) words denoting any gender shall include all genders;
- (c) words importing the singular shall include the plural and vice versa;
- (d) all monetary amounts are in Australian currency;
- (e) references to any legislation or to any section or provision of any legislation shall include any statutory modification, replacement or re-enactment of it or any statutory provision substituted for it, any ordinances, by-laws, regulations and other statutory instruments issued under it and any determination, exemption or modification made pursuant to it;
- (f) a reference to time refers to time in the place of the Company's registration;
- (g) the word "month" means calendar month and the word "year" means 12 calendar months;
- (h) a reference to writing includes any communication sent by post, facsimile transmission or email;
- (i) a reference to a clause is a clause of this Constitution;
- (j) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning; and
- (k) the headings used in this Constitution shall not form part of, or affect the construction or interpretation of, this Constitution.

1.3 Replaceable rules do not apply

The provisions of the Corporations Act that apply as replaceable rules are displaced by this Constitution and do not apply to the Company.

1.4 Corporations Act

While the Company is a registered charity under the *Australian Charities and Not-for-profits Commission Act 2012* (Cth):

- (a) subject to clause 1.4(b) and 1.4(c) the provisions of the Corporations Act in Part 2G.2 and Part 2G.3 apply as if section 111L(1) of the Corporations Act was not enacted;
- (b) if one of those provisions includes a reference to the Australian Securities and Investments Commission (**ASIC**), including a reference to lodge any document with, or seek consent or approval from ASIC, that particular requirement does not apply to the Company;

- (c) for the avoidance of doubt, section 250N of the Corporations Act does not apply to the Company and if the Company will not be holding an annual general meeting as permitted under clause 5.1(a), the provisions of the Corporations Act in Part 2G.2 (Div. 8) will not apply.

2. PURPOSE

2.1 Charitable purposes

The purposes of the Company as a public benevolent institution are:

- (a) to provide benevolent relief to persons suffering from ill health, disability, infirmity, homelessness or financial hardship, in particular, Veterans and older people.
- (b) to make aged care and retirement village accommodation, amenities and services available to persons in need;
- (c) to do all things as may be incidental or ancillary or conducive to the attainment of the purposes in clauses 2.1(a) and 2.1(b).

2.2 Prioritisation of persons in need

In identifying the classes of person in need of benevolent relief under clause 2.1, and the priority to be afforded to those persons, the directors will, in the exercise of their discretion, have regard to:

- (a) the needs of Veterans;
- (b) the needs of a person who is a family member of a Veteran; and
- (c) the needs of other persons in need of benevolent relief, and particularly the needs of older people, but in that case the directors must have full regard to the level and nature of demand for aged care and retirement village accommodation and amenities by persons within the classes referred to in clauses 2.2(a).

3. INCOME AND PROPERTY OF COMPANY

3.1 Application of income and property

The income and property of the Company must:

- (a) only be used to pursue its purposes as set out in clause 2 of this Constitution; and
- (b) not be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any member or director.

3.2 Payments in good faith

For clarity, this clause 3 does not prevent the Company from using its income to pay in good faith:

- (a) remuneration for services to the Company;

- (b) reasonable and proper remuneration to employees of the Company where the terms of employment have been previously approved by a resolution of the directors;
 - (c) for goods supplied to the Company in the ordinary course of business which has the prior approval of the directors;
 - (d) for services provided to the Company, including services provided in a professional or technical capacity, where the provision of such services has the prior approval of the directors and is on reasonably commercial terms;
 - (e) a commercial rate of interest on borrowed funds which has the prior approval of the directors;
 - (f) a commercial rent for property used by the Company which has the prior approval of the directors; or
 - (g) out of pocket expenses incurred by a director, a member, an employee or contractor of the Company, on official business of the Company, which has been previously approved by the directors,
- even if the recipient of the remuneration or the reimbursement is a member or director.

4. MEMBERSHIP

4.1 Only members

The only members of the Company are:

- (a) RSL NSW; and
- (b) any additional members as may be approved in writing by RSL NSW from time to time (subject to the person providing their written agreement/consent to become a member).

4.2 RSL NSW has class rights

The powers and rights conferred by clauses 9.4, 9.7 and 23.2 on RSL NSW:

- (a) are powers and rights of RSL NSW in its capacity as a member of the Company; and
- (b) are class rights which may only be varied or abrogated with the consent of RSL NSW, as provided in clause 25.

4.3 Rights of directors

The powers and rights conferred by the Constitution upon the directors or a director who holds an office in the Company:

- (a) are given to them as officers of the Company; and
- (b) are not class rights of any of the directors.

4.4 Ceasing to be a member

Subject to clause 4.5, a person ceases to be a member of the Company if the person:

- (a) resigns that membership;
- (b) in the case of a natural person:
 - (i) dies;
 - (ii) becomes bankrupt, insolvent or makes an arrangement or composition with creditors of the person's joint or separate estate generally; or
 - (iii) becomes of unsound mind or their estate is liable to be dealt with in any way under a law relating to mental health; or
- (c) in the case of a body corporate:
 - (i) is dissolved or otherwise ceases to exist;
 - (ii) has a liquidator or provisional liquidator appointed to it; or
 - (iii) becomes a Chapter 5 body corporate (under the Corporations Act) or insolvent.

4.5 Cessation of membership and admission of replacement member

If the Company only has 1 member, that member ceases to be a member on it passing a resolution to admit another person as a member in its place, subject to that person:

- (a) consenting to become a member; and
- (b) having its name entered on the register.

4.6 Membership not transferable

A right, privilege or obligation which a person has by reason of being a member of the Company:

- (a) is not capable of being transferred or transmitted to another person; and
- (b) terminates upon cessation of the person's membership.

4.7 Resignation

A member may by written notice to the Company resign from membership with immediate effect or with effect from a specified date occurring not more than 30 days after the service of the notice. A member remains liable after resignation for all money due by the member to the Company, in addition to any sum for which the member is liable under clause 23.

4.8 Limited liability

A member has no liability, except as set out in clause 23.

5. MEETINGS OF MEMBERS

5.1 Annual general meeting

- (a) An annual general meeting of the Company is to be held in accordance with the Corporations Act unless the Company is a charity registered with the ACNC, has at the time no more than 5 members, and such members have consented in writing to such meeting not being held.

- (b) In accordance with the Corporations Act, where the Company only has 1 member, it is not required to hold an annual general meeting.
- (c) If the Company will not be holding an annual general meeting as permitted under clause 5.1(a), the Company must:
 - (i) take reasonable steps to be accountable to their members, and
 - (ii) allow their members adequate opportunities to raise concerns about how the Company is being run.

5.2 Calling of meetings

The directors may convene and arrange to hold a general meeting when they think fit and must do so if required to do so under the Corporations Act. If there are not sufficient directors for a quorum, a director may convene a general meeting.

5.3 Requisition of meetings

A member or members may request the calling of a general meeting in accordance with the provisions of the Corporations Act.

5.4 Notice of meeting

Every notice of a general meeting must:

- (a) set out the place, day and time of meeting and if the meeting is to be held in two or more places, the technology that will be used to facilitate this;
- (b) in the case of special business, state the general nature of the business;
- (c) if a special resolution is to be proposed, set out an intention to propose the special resolution and state the resolution;
- (d) in the case of the appointment of directors, give the names of the candidates for appointment;
- (e) specify a place, facsimile number and electronic address for the purposes of appointing a proxy; and
- (f) contain a statement of the right to appoint a proxy, being to the effect that:
 - (i) a member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of the member; and
 - (ii) a proxy does not need to be a member.

5.5 Electronic notice of meeting

If a member nominates:

- (a) an electronic means by which the member may be notified that notices of meeting are available; and
- (b) an electronic means the member may use to access notices of meeting,

the Company may give the member notice of the meeting by notifying the member (using the notification means nominated by the member):

- (c) that the notice of meeting is available; and
- (d) how the member may use the electronic means nominated by the member to access the notice of meeting.

A notice of meeting given to a member by this electronic means is taken to be given on the day after the day on which the member is notified that the notice of meeting is available.

5.6 Entitlement to notice

Notice of a general meeting must be given to:

- (a) each member, apart from any member who under this Constitution or by the terms of issue of any membership is not entitled to the notice;
- (b) the auditor; and
- (c) each director.

5.7 Entitlement to proxy form

A proxy form must be given to each member entitled to receive a notice of a general meeting.

5.8 Omission to give notice

The accidental omission to give notice of a general meeting (or proxy form) to, or the non-receipt of any such notice (or proxy form) by, a person entitled to receive it, or the accidental omission to advertise (if necessary) such meeting, does not invalidate the proceedings at, or any resolution passed at, any such meeting.

5.9 Notice period

Subject to the provisions of the Corporations Act that permit shorter notice, 21 clear days' notice (excluding both the date of service of the notice and the date of the meeting) shall be given to such persons as are under this Constitution entitled to receive such notices from the Company.

5.10 Consent to short notice

With the consent in writing of all the members for the time being entitled to vote at a general meeting, any general meeting may be called on short notice and in any manner they think fit and all provisions of this Constitution are modified accordingly.

5.11 Cancellation or postponement of meeting

The directors may cancel or postpone the holding of any general meeting. If the meeting was called by requisitioning members or in response to a requisition by members the directors may only cancel or postpone the holding of it with the consent of a majority of the requisitioning members. The directors may notify the members of such cancellation or postponement by such means as they see fit. If any meeting is postponed for 30 days or more then no less than 5 days' notice must be sent to the members of the postponed meeting but it is not necessary to specify in such notice the nature of the business to be transacted at the postponed meeting.

5.12 Proxy, attorney or corporate representative at postponed general meeting

Where by the terms of an instrument appointing a proxy or attorney or of a corporate representative:

- (a) the appointed person is authorised to attend and vote at a general meeting to be held on or before a specified date; and
- (b) the date for holding the general meeting is postponed to a date later than the date specified in the instrument of proxy, power of attorney or appointment of corporate representative,

then, by force of this clause, that later date is substituted for and applies to the exclusion of the date specified in the instrument of proxy, power of attorney or appointment of corporate representative unless the member appointing the proxy, attorney or corporate representative gives to the Company at its registered office notice in writing to the contrary not less than 48 hours before the time to which the holding of the general meeting has been postponed.

6. REPRESENTATION AT MEETINGS

6.1 Persons entitled to attend

The right to attend a general meeting is as follows:

- (a) each member may attend, apart from any member who under this Constitution or by the terms of issue of any membership is not entitled to attend;
- (b) each director, secretary and auditor may attend;
- (c) each person, whether a member or not, who is an authorised proxy, corporate representative or attorney may attend; and
- (d) other persons may attend only with leave of the meeting or its chairperson and then only while the leave is on foot and in accordance with the terms of the leave.

The right of a person to attend is subject to the powers of the chairperson of the meeting, both at law and under the Constitution.

6.2 Proxy eligibility

A member who is entitled to attend and cast a vote at a general meeting may appoint a person as the member's proxy to attend and vote for the member at the meeting. RSL NSW may appoint any person to act as its proxy, corporate representative or attorney.

6.3 Proxy recognition

A proxy is recognised as having been duly appointed by a member and entitled to act as a proxy for that member if, and only if, the proxy form complies with the requirements of this Constitution concerning form, execution and lodgement.

6.4 Proxy form

- (a) The proxy form must be in the usual or common form or in the form of that determined by the directors for the relevant general meeting. The directors may at any time accept a proxy form which is not in the required form. Unless the directors specifically determine otherwise at any time, the proxy form:

- (i) is operative only for a single general meeting (and any adjournment of that meeting) and must specify the proposed date of that meeting;
 - (ii) may make provision for the chairperson of the general meeting to act as the proxy either in the absence of any other appointment or if the proxy primarily appointed fails to attend the general meeting; and
 - (iii) must enable the member to at least instruct the proxy to vote for or against each notified resolution.
- (b) Unless otherwise provided for in the proxy's appointment, the appointment of the proxy will be taken to confer authority:
- (i) to vote on:
 - (A) any amendment moved to the proposed resolutions and on any motion that the proposed resolution not be put on any similar motion; and
 - (B) any procedural motion, including any motion to elect the chairperson, to vacate the chair or to adjourn the general meeting, even though the appointment may specify the way the proxy is to vote on a particular resolution; and
 - (ii) to vote on any motion before the general meeting whether or not the motion is referred to in the appointment.

6.5 Chairperson as fall-back proxy

If a proxy form is otherwise effective except that it does not specify the proxy, the member is treated as validly appointing the chairperson of the general meeting.

6.6 Proxy execution

A proxy form must be executed:

- (a) in the case of a member who is an individual, by the:
 - (i) member; or
 - (ii) attorney of the member; and
- (b) in the case of a member which is a body corporate:
 - (i) under the common seal of the body;
 - (ii) by a duly authorised officer of the body; or
 - (iii) by the attorney of the body.

6.7 Proxy lodgement

- (a) A completed proxy form must be received by the Company, at least 24 hours (unless otherwise specified in the notice of general meeting to which the proxy relates) before:

- (i) the time for holding the general meeting or adjourned general meeting at which the appointee proposes to vote; or
 - (ii) the taking of a poll on which the appointee proposed to vote.
- (b) The Company receives the completed proxy form and any power of attorney or other authority under which it was executed when they are received at:
- (i) the registered office (or at such other place as is specified for that purpose in the notice calling the general meeting);
 - (ii) a facsimile number at the registered office; or
 - (iii) a place, facsimile number or electronic address specified for that purpose in the notice of general meeting.

6.8 Original Proxy Form

The original executed proxy form must be lodged. A photocopy of it or facsimile transmission of it is not lodgement of the original.

6.9 Proxy executed by attorney

If a proxy form is executed by the attorney of the member the relevant power of attorney (or a photocopy of it or a facsimile transmission of it) must also be lodged at the place, and by the deadline, required for the proxy form.

6.10 Corporate representative recognition

A corporate representative is recognised as having been appointed by a member (which is a body corporate) and entitled to act as a corporate representative of that member if, and only if:

- (a) the appointment is evidenced by a corporate representative certificate which complies with this Constitution concerning form, execution and lodgement; or
- (b) the appointment is evidenced by some other form of documentation satisfactory to the directors which is lodged at the place, and by the deadline, required for corporate representative certificates.

6.11 Form and execution of Corporate Representative Certificate

The corporate representative certificate:

- (a) must specify one natural person, by name or description, to act as the body's representative at specified meetings that the body would be entitled to attend as a member;
- (b) may specify another natural person, by name or description to act as corporate representative if the person primarily nominated fails to attend; and
- (c) must be executed in accordance with section 127 of the Corporations Act or under seal of the body corporate.

6.12 Corporate Representative Certificate lodgement

The corporate representative certificate (or a photocopy of it or a facsimile of it) must be lodged:

- (a) at the registered office (or at such other place as is specified for that purpose in the notice calling the meeting) by the start of the meeting; or
- (b) with the chairperson of the meeting at any time prior to the corporate representative voting on behalf of the member at the meeting.

6.13 Power of attorney lodgement

An attorney is recognised as entitled to act as attorney for a member at a general meeting if, and only if, the relevant power of attorney (or a photocopy of it or a facsimile of it) is lodged at the place, and by the deadline, required for proxy forms.

7. PROCEEDINGS AT MEETINGS OF MEMBERS

7.1 Quorum

No business may be transacted at any general meeting of members unless a quorum of members is present at the time when the meeting transacts that business. The presence of RSL NSW will constitute a quorum (whether present by proxy, attorney or corporate representative).

7.2 Failure of quorum

If a quorum is not present within 30 minutes from the time appointed for a general meeting:

- (a) where the meeting was called by, or in response to, the requisition of members made under the Corporations Act, the meeting is automatically dissolved; or
- (b) in any other case the meeting stands adjourned to such day, and at such time and place, as the directors determine or, if no determination is made by the directors, to the same day in the second week following at the same time and place. If at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting, the members present constitute a quorum or if no members are present, the meeting is dissolved.

7.3 Business of annual general meeting

The business of an annual general meeting is to receive the Company's financial statements and the directors' statement and report and the auditor's report on the financial statements, and to transact any other business which under this Constitution or the Corporations Act is to be transacted at an annual general meeting. All other business transacted at an annual general meeting, and all business transacted at other general meetings, is deemed special.

7.4 Special business

No special business may be transacted at any general meeting other than that stated in the notice calling the meeting unless it is a matter that is required by this Constitution or the Corporations Act to be transacted at such meeting.

7.5 Chairperson of meeting

The chairperson of the directors, or in that person's absence the deputy chairperson of the directors (if any), is entitled to take the chair at each general meeting. If neither of those persons is present at any general meeting within 15 minutes after the time appointed for holding such meeting, or neither of them is willing to take the chair, the directors present may choose one of their number as a

chairperson and if no director present is willing to take the chair the directors may choose a person, whether a member or not, as chairperson of the meeting, failing which the members present must elect a person, whether a member or not, to be chairperson of the meeting.

7.6 Passing the chair

If the chairperson of a general meeting is unwilling or unable to be the chairperson for any part of the business of the meeting:

- (a) that chairperson may withdraw as chairperson for that part of the business and may nominate any person who would be entitled under clause 7.5 to chair the meeting for that part of the business; and
- (b) after that part of the business is completed, the person so nominated must cease to chair the meeting upon the request of the prior chairperson and the prior chairperson is entitled to resume as the chairperson of the meeting.

7.7 Responsibilities of chairperson

The chairperson of a general meeting is responsible for the general conduct of the meeting and to ascertain the sense of the meeting concerning the business transacted at it. For these purposes the chairperson of the meeting may, without limitation:

- (a) delay the commencement of the meeting if that person determines it is desirable for the better conduct of the meeting;
- (b) make, vary or rescind rulings;
- (c) prescribe, vary or revoke procedures;
- (d) in addition to other powers to adjourn, adjourn the meeting, or any item of business of the meeting, without the concurrence of the meeting if that person determines it is desirable for the orderly conduct of the meeting or the conduct of a poll; and
- (e) determine conclusively any dispute concerning the admission, validity or rejection of a vote.

7.8 Admission to meetings

The chairperson of a general meeting may refuse admission to or require to leave and remain out of, the meeting any person:

- (a) in possession of a pictorial-recording or sound-recording device;
- (b) in possession of a placard or banner;
- (c) in possession of an article considered by the chairperson to be dangerous, offensive or liable to cause disruption;
- (d) who refuses to produce or to permit examination of any article, or the contents of any article, in the person's possession;
- (e) who behaves or threatens to behave in a dangerous, offensive or disruptive manner; or
- (f) who is not entitled under the Constitution to attend the meeting.

7.9 Adjournment of meeting

The chairperson of a general meeting at which a quorum is present:

- (a) in his or her discretion may, adjourn the general meeting with the meetings consent; and
- (b) must adjourn the general meeting if the meeting directs him or her to do so.

7.10 Business at adjourned meeting

The only business that can be transacted at an adjourned general meeting is the unfinished business of the initial general meeting. No notice need be given of an adjournment or of the business to be transacted at an adjourned general meeting, unless it is adjourned for 21 days or more, in which event notice of the adjourned general meeting must be given. An adjourned general meeting may take place at a different venue to the initial general meeting.

8. VOTING AT MEETINGS OF MEMBERS

8.1 Entitlement to vote

Subject to this Constitution, each individual who is present at a general meeting may vote if he or she is a member, a recognised proxy or recognised corporate representative.

8.2 Number of votes of members

Each person who, under clause 8.1, is entitled to vote has:

- (a) on a show of hands (or on the voices) only one vote, regardless of how many members the person may represent; and
- (b) on a poll one vote for the membership held by the person and one vote for each membership held by members for whom the person is the recognised proxy, attorney or corporate representative.

8.3 Voting restrictions

If, to ensure that a resolution on which the Corporations Act requires that particular persons do not cast a vote so that the resolution has a specified effect under the Corporations Act, the notice of a general meeting specifies that in relation to particular business to be considered at that meeting, votes cast by particular persons (whether specified by name or by description of particular classes of persons) are to be disregarded by the Company, the Company must take no account in determining the votes cast on a resolution relating to that business (whether a special resolution or an ordinary resolution) or for any other purpose, of any vote cast or purported to be cast by or on behalf of any of those persons (whether on a show of hands or on a poll) in relation to that resolution.

8.4 Attendance of member suspends the Proxy

If a member is present at any general meeting in person (or in the case of a body corporate, by its corporate representative), the proxy or attorney of that member may not exercise the voting rights of the member while the member is present.

8.5 Revocation of proxies

A vote given or act done in accordance with the terms of a proxy form or power of attorney is valid despite the previous death of the principal, or revocation of the proxy or power of attorney, provided no intimation in writing of the death or revocation has been received at the registered office or by the chairperson of the meeting before the vote is given or act done. Any proxy may be revoked at any time. The decision of the chairperson as to whether a proxy has been revoked is final and conclusive.

8.6 Proxy must vote as directed

A recognised proxy must vote (or abstain if instructed) on behalf of a member in the manner instructed by the member on the proxy form. If no instruction is given the proxy may vote, or abstain, as the proxy sees fit.

8.7 Method of voting

Every resolution put to a vote at a general meeting must be determined by the voices or a show of hands (as determined by the chairperson of the meeting) unless a poll is properly demanded either before or on the declaration of the result of the voices or the show of hands.

8.8 Demand for poll

A demand for a poll under the preceding clause may be made by:

- (a) the chairperson of the meeting;
- (b) at least 5 persons present in person or by proxy having the right to vote at the meeting; or
- (c) any person or persons present having the right to vote at the meeting who have at least 5% of the total voting rights of all the members having the right to vote at the general meeting.

8.9 Declaring result of vote on show of hands

At any general meeting (unless a poll is so demanded) a declaration by the chairperson of the meeting that a resolution has been carried, or carried by a particular majority, or lost, or has not been carried by a particular majority and an entry in the book containing the minutes of proceedings of the Company is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

8.10 Conduct of poll

The demand for a poll may be withdrawn. If a poll is duly demanded (and the demand not withdrawn) it must be taken in such manner and at such time (either at once or after an interval or adjournment or otherwise) as the chairperson of the meeting directs.

The result of the poll is the resolution of the meeting at which the poll was demanded. A poll demanded on any question of adjournment must be taken at the meeting and without an adjournment. The demand for a poll does not prevent the continuance of the meeting for the transaction of any business other than the question on which a poll has been demanded.

8.11 Resolutions of Company with sole member

- (a) Where the Company has only 1 member, the Company may pass a resolution by the member recording it and signing the record (without holding a meeting).

- (b) A corporate representative may sign such a resolution.
- (c) Passage of a resolution under this clause 8.11 must be recorded in the Company's minute book.

8.12 Circulating resolutions of members

Unless the Corporations Act requires otherwise or clause 8.11 applies, the members may pass a resolution without a general meeting being held if all of the members who are entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. Separate copies of a document may be used for signing by members if the wording of the resolution and statement is identical in each copy. The resolution is taken to be passed, as if it had been passed unanimously at a duly convened general meeting, at the time the secretary has evidence that the last member has signed it.

8.13 Casting vote of chairperson

If, on a show of hands or on a poll, the votes are equal the chairperson of the meeting has a casting vote in addition to the deliberative vote, if any, of the chairperson.

8.14 Objections

No objection may be made as to the validity of any vote except at the meeting or adjourned meeting or poll at which such vote is tendered and every vote not disallowed at any such meeting or poll is treated as valid. In recording votes the latest copy of the register held in the registered office must be adopted and acted on as the voting roll.

8.15 Ruling on votes

The chairperson of the meeting is the sole judge of the validity of every vote tendered at the meeting and the determination of the chairperson is final and conclusive.

9. APPOINTMENT AND REMOVAL OF DIRECTORS

9.1 Number of directors

The number of directors must be not less than 5 and not more than 9. The Company may, by special resolution in a general meeting, increase or reduce the number of directors. In the absence of such determination the number of directors will be 9.

9.2 Qualification

All directors of the Company (excluding the President for the time being of RSL NSW holding office pursuant to clause 9.3) must have relevant professional experience on the board at any time.

9.3 President

The President for the time being of RSL NSW, with his or her consent, holds office as a director ex officio. The President may at any time withdraw such consent, or resign, in which event he or she ceases to be a director but, upon giving a further consent, resumes the holding of office as a director ex-officio. Those clauses of the Constitution dealing with the appointment and removal of directors do not apply to the President.

9.4 RSL NSW appoints directors

- (a) RSL NSW has the power to appoint the directors of the Company. Such appointments will be made at the annual general meeting of the Company (or if none is held, at the date the director appointment is approved by RSL NSW) and in accordance with this clause 9.4.
- (b) Other than in relation to clauses 9.5(d), 9.6 and 9.7, prior to making an appointment:
 - (i) the board must ensure any vacancy is advertised publicly and there is a proper assessment of applicants by a board committee convened for that purpose;
 - (ii) the board committee must provide a summary of its applicant assessments to the board and recommendations for appointment;
 - (iii) the board must confirm the preferred applicants and make a recommendation to RSL NSW.
- (c) In making appointments, RSL NSW should consider the following:
 - (i) the recommendation of the board; and
 - (ii) the requirements of clause 9.2.
- (d) The board's recommendation referred to in clause 9.4(c)(i) must include an outline of the process that was followed by the committee and the board and the reasons for their recommendations.

9.5 Period of office

- (a) Each director continues in office until the earliest to occur of:
 - (i) the death of the director;
 - (ii) the conclusion of the third annual general meeting after the director was last appointed, or the day which falls 3 years after the date of their last appointment (if no annual general meeting is held that year);
 - (iii) the director is removed from office by RSL NSW;
 - (iv) if in making the appointment RSL NSW specified a period of office or other circumstances in which the office is to be vacated, the expiry of that time or the occurrence of those circumstances;
 - (v) upon the resignation of the director taking effect;
 - (vi) is not present at 3 successive scheduled meetings of the directors without leave of absence from the directors; or
 - (vii) if the director becomes prohibited from being a director by reason of a provision of the Corporations Act or an order made under the Corporations Act.
- (b) A casual vacancy in the office of a director will occur if a director ceases to hold office as a result of the circumstances set out in clauses 9.5(a)(i), (iii), (iv), (v) or (vii) (**Casual Vacancy**).

- (c) A current director vacancy in the office of a director will occur at the time specified in clause 9.5(a)(ii) (**Current Director Vacancy**).
- (d) In the event of a Casual Vacancy in the office of a director occurring under clause 9.5 (b), RSL NSW may (but is not obliged to) appoint another person to fill the vacancy and the person so appointed will hold office, subject to this Constitution, until the conclusion of the earlier of:
 - (i) the conclusion of annual general meeting next following the date of the appointment; or
 - (ii) if no annual general meeting is held that year, until 30 June in the year following the year of the appointment or such earlier date as specified at the time of appointment, at which time the person must retire.
- (e) If a Casual Vacancy exists in accordance with clause 9.5(b), and RSL NSW has not appointed a person to fill the Casual Vacancy pursuant to clause 9.5(d), that position will be declared vacant for the purposes of the appointment.
- (f) If the Company holds an annual general meeting, then at every annual general meeting:
 - (i) subject to clause 9.5(h), one-third of the directors who have held office for 3 years or more or, if their number are not a multiple of three, then the number nearest to but not more than one-third of the directors;
 - (ii) any director appointed to fill a Casual Vacancy during the preceding year, must retire, and if eligible, may stand for reappointment.
- (g) If the Company does not hold an annual general meeting, any director who has held office for 3 years or more since last being appointed, must retire from office, but subject to clause 9.5(a)(i), is eligible for reappointment.
- (h) The directors to retire by rotation at an annual general meeting are those directors who have been longest in office since their last appointment. Directors appointed on the same day may agree among themselves or determine by lot which of them must retire.
- (i) A director who retires pursuant to clause 9.5(f) or 9.5(g) may be re-appointed for a further term of three years provided that at the end of the further term that director's total term in office is not more than 9 years.

9.6 Current Director Vacancy

- (a) In respect to a Current Director Vacancy, the board may in its absolute discretion decide that the process in clause 9.4 is not required and instead recommend to RSL NSW that the current director who is retiring be considered for reappointment for a further term.
- (b) If the board elects to recommend that the current director be reappointed, then following the board's determination to this effect the board will make a recommendation to RSL NSW.
- (c) In considering the recommendation for the reappointment of the current director, RSL NSW should have regard to the requirements of the Company at that time, the qualification criteria

set out in clause 9.2 and the maximum number of periods of office that a director may be considered for reappointment under clause 9.6(d).

- (d) A director may only be considered for reappointment for a maximum of three consecutive periods of office.

9.7 The Board's Discretion to Recommend Directors from a Short-List

- (a) For the purposes of this clause 9, a "Short-List" means a list of candidates who have:
 - (i) applied as part of a current or immediately previous directors' advertising process as set out in clause 9.4(b); or
 - (ii) been associated or known to the board and have been associated with the Company for at least 18 months.
- (b) In the event that a position of director is declared vacant, the board may in its absolute discretion decide not to follow the process in clause 9.4(b) and instead recommend to RSL NSW a candidate from the Short-List.
- (c) If the board elects to recommend to RSL NSW a candidate from the Short-List, then:
 - (i) the board must confirm its applicants in order of preference;
 - (ii) the board must make a recommendation to RSL NSW; and
 - (iii) clauses 9.4(c) and 9.4(d) will apply.

9.8 Resignation of director

Any director may retire from office by giving notice in writing to the Company of the director's intention to do so. Such resignation takes effect immediately unless the resignation is stated in the notice to take effect at some future time in which event the resignation takes effect upon the expiration of such time or the date 3 months from the giving of the notice, whichever is the earlier.

9.9 RSL NSW removal of directors

RSL NSW has the power to remove each and all of the directors of the Company at any time but shall only exercise this power with good reason.

9.10 Notification by RSL NSW

Notification of each appointment or removal of a director by RSL NSW must be in writing, under the hand of the secretary of RSL NSW, delivered to or left at the registered office of the Company.

9.11 Less than minimum number of directors

The continuing directors may act despite any vacancy in their body but if the number falls below the minimum number fixed in accordance with this Constitution, the directors may act only:

- (a) to appoint directors up to that minimum number, in which event the directors must give immediate written notification of the appointment to RSL NSW;
- (b) to call a general meeting; or
- (c) in emergencies.

9.12 Employment

The board may appoint one or more directors of the Company to be employed as a managing director or chief executive officer on terms, including as to remuneration, to be determined by the board in accordance with this Constitution.

10. ALTERNATE DIRECTORS

10.1 Power to appoint alternate Director

Each director may at any time appoint any person approved for that purpose by a majority of his or her co-directors to act as an alternate director in the appointor's place.

10.2 Suspension of appointment

The appointor may vary, suspend, or terminate the appointment of any alternate.

10.3 Notice of appointment

Notice of each such appointment, suspension or termination must be made in writing to the alternate, signed by the appointor, and a copy served on the Company.

10.4 Electronic notifications

Any notice under this clause may be served by electronic transmission and any such transmission purporting to be signed by a director is treated as being in writing signed by such director.

10.5 Role of alternate

An alternate director:

- (a) is not entitled to receive notice of meetings of the directors unless the appointor has, by notice in writing to the Company, required it do so either generally or in particular circumstances;
- (b) may attend and vote at a meeting of the directors if the appointor is not present at that meeting;
- (c) may sign a circular resolution under clause 13.10 unless the appointor has, by notice in writing to the Company, suspended that right either generally or in particular circumstances;
- (d) when acting as such at any time, is an officer of the Company and not an agent of the appointor and, in those circumstances, is subject to the duties and has all the powers and rights of a director;
- (e) does not have a conflict of interest solely by reason of the fact that the appointor has a conflict of interest (or vice versa); and
- (f) is not taken into account in determining either the number of directors or rotation of directors.

10.6 Remuneration of alternate

An alternate's only rights (if any) as to remuneration for ordinary service as a director are against the appointor and not the Company.

10.7 Multiple votes

A director or any other member may act as alternate director to represent more than one director, and have as many votes accordingly, but for the purpose of forming a quorum counts as only one director.

10.8 Termination of appointment

The appointment of an alternate director is terminated:

- (a) if, by notice in writing, left at the registered office, the alternate resigns such appointment;
- (b) if the appointment of the alternate is terminated by the appointor;
- (c) if a majority of the co-directors of the appointor withdraw the approval of the person to act as an alternate;
- (d) if the appointment is to act as alternate for one or more directors and all of those named directors have vacated office as directors; or
- (e) on the happening of any event which, if the alternate were a director, would cause the alternate to vacate the office of director.

11. CHIEF EXECUTIVE OFFICER

11.1 Appointment of Chief Executive Officer

The directors may at any time:

- (a) appoint the chief executive officer of the Company;
- (b) define that person's duties and powers;
- (c) fix that person's remuneration; and
- (d) subject to the provisions of any contract between that person and the Company, vary any of the duties or powers so conferred or revoke such appointment and appoint another in that person's place.

11.2 Acting Chief Executive Officer

If the chief executive officer becomes at any time in any way incapable of acting as such, the directors may appoint any other person (including a director) to act temporarily as the chief executive officer.

11.3 Remuneration of Chief Executive Officer

- (a) Subject to the provisions of any agreement entered into between the Company and its chief executive officer from time to time, the Company may pay its chief executive officer a reasonable and proper remuneration as determined by the directors.
- (b) In determining the remuneration of the chief executive officer, the directors shall have regard to the following criteria:
 - (i) the services the chief executive officer is to provide to the Company; and

- (ii) the current market levels of remuneration paid to chief executive officers of similar or equivalent entities in Australia.

11.4 Expenses of Chief Executive Officer

The chief executive officer is entitled to be paid all travelling and other expenses incurred, or to be incurred, by him or her in connection with his or her attendance at meetings of the directors and general meetings, or otherwise in connection with the business of the Company.

12. REMUNERATION OF DIRECTORS

12.1 Remuneration Conditions

Clauses 12.2 and 12.3 are to be read subject to the conditions (if any) of any government office or authority imposed on the Company upon granting:

- (a) an income tax, federal taxation or duty exemption or reduction;
- (b) confirmation of status as being eligible to receive tax deductible donations;
- (c) a stamp duty or state taxation or duty exemption or reduction; and
- (d) an authority to fund raise or approach the public for the purposes of soliciting a donation to the Company.

If there is any conflict with the terms of clauses 12.2 or 12.3 and the conditions imposed by any government office or authority the terms of those conditions will prevail to the extent of any inconsistency.

12.2 Directors' Fees

The directors may be remunerated for their services as directors in accordance with the following provisions:

- (a) The directors are to be paid the remuneration that the Company determines in general meeting or by resolution of the Company in accordance with clauses 8.11 or 8.12.
- (b) The Company determines by resolution only the total remuneration to be paid to the directors, and the directors determine how the total remuneration is divided among them.
- (c) The directors may delegate to a committee which is comprised of persons who will not be remunerated as directors decision making functions relevant to:
 - (i) identifying and proposing to the Company the total pool of remuneration to be determined in general meeting under clause 12.2(a); and
 - (ii) determining how the total remuneration is divided among the directors under clause 12.2(b).
- (d) If required by law or any regulation or condition that applies to the Company pursuant to any law, the remuneration to be paid to directors as determined pursuant to clause 12.2(b) must be approved by Company at the next general meeting and, in any event, at least once annually.

(e) This clause does not apply to the remuneration to be paid to the Chief Executive Officer.

12.3 Expenses of Directors

Each director is entitled to be paid all travelling and other expenses incurred, or to be incurred, by him or her in connection with his or her attendance at meetings of the directors and general meetings or otherwise in connection with the business of the Company.

13. PROCEEDINGS OF DIRECTORS

13.1 Board meetings

The directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they see fit.

13.2 Mode of meeting

A meeting of the directors may be called or held using any technology consented to by a majority of directors. The consent may be a standing one.

13.3 Quorum

A quorum for a meeting of the directors is 5 directors or such other number that is fixed by the directors.

13.4 Chairperson calling a meeting

The chairperson of the directors may at any time call a meeting of the directors to be held at such time and place as the chairperson chooses and such meeting is not invalidated by reason only of lack of convenience if a quorum of directors forms.

13.5 Secretary calling a meeting

The secretary, upon the request of any 2 other directors, must call a meeting of the directors to be held at such time and place as is convenient to the directors.

13.6 Notice of meeting

The person calling a directors meeting must ensure that notice of the directors meeting is given to each director at least 3 days before the meeting or at another time determined by a directors' resolution, except that:

- (a) directors may waive in writing the required period notice for a particular meeting; and
- (b) it is not necessary to give notice of a meeting of directors to a director who is outside Australia or who has been given a leave of absence by the directors.

13.7 Omission to give notice

The accidental omission to give notice of any meeting of the directors to, or the non-receipt of any such notice by, a person entitled to receive that notice does not invalidate the calling of the meeting or any resolution passed at any such meeting.

13.8 Appointment of chairperson

The directors may elect one of their number to be chairperson of their meetings and may determine the period for which that person is to hold that office. Such person is entitled to use the title "Chairman", "Chair" or "Chairperson". If no chairperson is elected or if at any meeting of the directors the chairperson is not present within 15 minutes of the time appointed for holding the meeting, subject to the next clause, the directors present must choose one of their number to be chairperson of such meeting.

13.9 Appointment of deputy chairperson

The directors may elect one of their number to be the deputy chairperson of their meetings and may determine the period for which that person is to hold that office. Such person is entitled to use the title "Deputy Chairman", "Deputy Chair" or "Deputy Chairperson". In the absence of the chairperson at a meeting of the directors, the deputy chairperson may exercise all the powers and authorities of the chairperson.

13.10 Votes of directors

Questions arising at any meeting of the directors must be decided by a majority of votes cast and each director has one vote. A person who is an alternate director is entitled (in addition to his or her own vote if a director) to 1 vote on behalf of each director whom the alternate represents (as an alternate director at the meeting) and who is not personally present. If there is an equality of votes, the chairperson has a second or casting vote.

13.11 Circular resolution of directors

If a majority, being at least a quorum, of all of the eligible directors have signed a document containing a statement that they are in favour of a resolution of the directors in terms set out in the document, a resolution in those terms is treated as having been passed at a meeting of the directors held on the day on which the document was signed or, if the directors sign the documents on different days, on the day on which the last director comprising a majority of the eligible directors signs unless the document, by its terms, is said to take effect from an earlier date.

13.12 Signing of circular resolution

For the purposes of the preceding clause:

- (a) the "eligible directors" are all directors for the time being but excluding those who, at a meeting of directors, would not be entitled to vote on the resolution;
- (b) if a person who is not entitled to vote on the resolution signs the document, it does not invalidate the resolution if it is otherwise valid;
- (c) unless the right has been suspended by the appointer under clause 10.2, each alternate director may sign the document in the appointer's place if the alternate director reasonably believes that the appointer is unavailable to sign the document. An alternate director who represents more than one director may sign as many times accordingly;
- (d) an electronic transmission purporting to be signed by a director is treated as being in writing signed by such person; and
- (e) two or more separate documents containing statements in identical terms each of which is signed by one or more directors are together treated as constituting one document

containing a statement in those terms signed by those directors on the respective days on which they signed the separate documents.

13.13 Deemed minute

The document or documents referred to in the two preceding clauses are treated as constituting a minute of that meeting and must be entered in books kept for that purpose.

13.14 Validity of acts of directors

All acts done at a meeting of the directors or by a person acting as a director are, even if it is afterwards discovered that:

- (a) there was a defect in the appointment or continuance in the office of a person as director or of the person so acting; or
- (b) a person acting as a director was disqualified or was not entitled to vote,

as valid as if the relevant person had been duly appointed or had duly continued in an office and was qualified and entitled to vote.

14. DIRECTOR'S CONTRACTS WITH COMPANY

14.1 Directors contracts and conflicts of interest

In relation to director's contracts and conflicts of interest:

- (a) despite any rule of law or equity to the contrary, no director is disqualified by that office from contracting with or holding any other office under the Company;
- (b) any such contract, or any contract entered into by or on behalf of the Company in which any director is in any way interested, is not avoided;
- (c) any director so contracting or being so interested is not liable to account to the Company for any profit realised by any such contract by reason only of such director holding that office or of the fiduciary relationship thereby established;
- (d) the nature of the director's interests must be disclosed by that director at the meeting of the directors at which the contract is determined on if that interest then exists and has not been disclosed or in any other case at the first meeting of the directors after the acquisition of those interests; and
- (e) a director may not vote in that capacity in respect of any contract or arrangements in which the director is interested but may be counted, for the purpose of any resolution regarding it, in the quorum present at the meeting and may, despite that interest, participate in the execution of any instrument by or on behalf of the Company and whether through signing or sealing it or otherwise.

14.2 Requirement to leave the meeting

Despite anything in the preceding clause, a director's entitlement to vote, or be present, at a meeting of the directors of any director who has a material personal interest in a matter that is being

considered at the meeting is restricted in accordance with section 195 of the Corporations Act as it may apply from time to time to the Company.

14.3 Notice of interest

A general notice given to the directors by any director to the effect that he or she is an officer or a member of, or interested in, any specified firm or body corporate and is to be regarded as interested in all transactions with such firm or body is sufficient disclosure as required by the Corporations Act as regards such director and those transactions. After such general notice it is not necessary for such director to give any special notice relating to any transaction with such firm or body.

15. POWERS AND DUTIES OF DIRECTORS

15.1 Powers generally

Subject to the Corporations Act and to any other clauses of this Constitution, the management and control of the Company and of the business and affairs of the Company is vested in the directors who may exercise all such powers of the Company and do all such acts or things as are not by this Constitution or by the Corporations Act expressly required to be exercised or done by a general meeting. No clause adopted or resolution passed by a general meeting invalidates any prior act of the directors which would have been valid if that clause or resolution had not been adopted or passed.

15.2 Borrowing

The directors have the power to raise or borrow any sum of money and to secure the payment or repayment of such moneys and any other obligation or liability of the Company in such manner and on such terms in all respects as they think fit. This includes upon the security of any mortgage or by the issue of debentures or debenture stock of the Company charged upon all or any of the property of the Company (both present and future) including its goodwill and undertaking for the time being or upon bills of exchange, promissory notes or other obligations or otherwise.

15.3 Security

Without limiting the generality of clause 15.1, the directors have the power to make such loans to, and to provide such guarantees and security for obligations undertaken by, directors of the Company as may be permitted by the Corporations Act or by resolution of the Company in accordance with the Corporations Act.

15.4 Execution of negotiable instruments

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company may be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the directors at any time determine.

15.5 Official seal

NOT USED

15.6 Appointment of attorney

The directors may at any time, by power of attorney, appoint any person or persons to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under this Constitution) and

for such period and subject to such conditions as they may think fit. Any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the directors may think fit and may also authorise any such attorney to delegate all or any of the powers authorities and discretions vested in the attorney.

15.7 Delegation

The directors may at any time confer upon any director, or such other person as they may select, such of the powers exercisable under this Constitution by the directors as they may think fit for such time and to be exercised for such purposes and upon such terms and with such restrictions as they think expedient. They may confer such powers whether collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the directors in that respect. They may at any time revoke, withdraw, alter or vary all or any of such powers.

15.8 Validity of acts

Despite anything contained in this Constitution, if it is found that some formality required by this Constitution to be done has been inadvertently omitted or has not been carried out, such omission does not invalidate any resolution, act, matter or thing which but for such omission would have been valid unless it is proved to the satisfaction of the directors or a majority of them that such omission has directly prejudiced any member financially. The decision of the directors is conclusive and final and binds all members.

16. COMMITTEES

16.1 Delegation to committee

The directors may:

- (a) delegate any of their powers to committees consisting of such one or more directors, as they think fit; and
- (b) establish advisory committees (or other committees not having delegated power of directors) consisting of such person or persons as they think fit.

16.2 Committee powers

Any committee so formed or person or persons so appointed must, in the exercise of the powers so delegated, or functions entrusted, conform to any regulations that may at any time be imposed by the directors including, without limitation, any restriction on the expenditure of a committee.

16.3 Committee meetings

The meetings and proceedings of any committee consisting of 2 or more persons are governed by the clauses in this Constitution for regulating the meetings and proceedings of the directors so far as they are capable of application and not affected by any resolution or regulation made by the directors under the preceding clause.

17. SECRETARY

17.1 Appointment of secretary

The secretary must be appointed by the directors and holds office until the secretary's services are terminated by the directors.

17.2 Duties of secretary

The secretary must perform such duties as are required of that person by the Corporations Act and the Constitution and, in addition, must perform such duties and exercise such powers as may at any time be directed by the directors.

17.3 Assistant secretary

The directors may also appoint an assistant secretary or assistant secretaries and temporary substitutes for the secretary. Any such assistant secretary or temporary substitute is, for the purposes of this Constitution, treated as and may fulfil the duty of the secretary subject to any limitation prescribed by the directors.

18. MINUTES

Any minutes of a general meeting or of the directors, if purporting to be signed by any person purporting to be either the chairperson of such meeting, or the chairperson of the next succeeding meeting, must be received in evidence without any further proof as sufficient evidence that the matters and things recorded by or appearing in such minutes actually took place or happened as recorded or appearing and of the regularity of those things in all respects and that the same took place at a meeting duly called and held.

19. EXECUTION OF DOCUMENTS

The Company may execute documents in accordance with section 127 of the Corporations Act.

20. NOTICES

20.1 Service of notices

Where the Constitution, the Corporations Act or other legislation require or permit a document to be served on, given, sent or dispatched to, any person, whether any such expression or any other expression is used (in this clause referred to as "served"), the document may be served on the person:

- (a) by delivering it to the person personally;
- (b) by dispatching it, whether by post, contractor, agent, electronic means or otherwise, to the address of the place of residence or business of the person last known to the person serving the document or, in the case of a member, to the address of the member entered in the register and the document, by such dispatch, is regarded as left at that address; or
- (c) subject to the Corporations Act, by publication in a newspaper circulating generally in the State in which the registered office is located.

20.2 Date of deemed service

A document served under the preceding clause is treated as having been duly served, irrespective of whether it is actually received:

- (a) where paragraph (b) of that clause applies - on the day following the day when dispatch occurred; and
- (b) where paragraph (c) of that clause applies - on the day the newspaper is first published.

20.3 Overseas members

It is not necessary to give a notice to any member where that member's address in the register is outside Australia. Such a member may give notice to the Company specifying an address within Australia which is to be treated as the address of the member for the giving of notices. Where the Company proposes to send a notice to a member by pre-paid post and the notice is to be sent outside Australia, the Company must send the notice by airmail.

20.4 Counting of days

Subject to the Corporations Act, where a specified number of days' notice or notice extending over any period is required to be given, both the day of service and the day upon which such notice will expire are included in such number of days or other period.

20.5 Service on Company or its officers

Every document required to be served upon the Company or upon any officer of the Company may be served by leaving it at the registered office.

20.6 Signature

The signature to any document to be given by the Company may be written, printed or stamped.

21. REGULATIONS

The directors may make regulations as it may deem appropriate for the proper conduct, control and management of the Company and, in particular:

- (a) the management and good governance of the affairs of the Company;
- (b) the provision of services to or on behalf of the Company and its members;
- (c) the use by or supply to members of any of the property of the Company;
- (d) the conduct of the Company's employees;
- (e) the setting apart of any part or parts of the Company's premises or properties for particular purposes;
- (f) the procedure at meetings of the Company and its committees;
- (g) the formation of any committees including the composition, terms of reference and other relevant matters of such committees;
- (h) the access of visitors to the premises of the Company;

- (i) the times of opening and closing of any premises belonging to the Company or any part thereof; and
- (j) generally, all such matters as are commonly the subject matter of regulations for the proper conduct of companies similar to the Company and are not expressly dealt with in this Constitution.

22. DISPUTE RESOLUTION

22.1 Handling a dispute

- (a) Where there is a dispute, grievance or other disagreement between a member and the Company, whether arising out of the application of these rules or otherwise (**Dispute**), then either party must, prior to the commencement of any proceedings in a Court or Tribunal or before any authority or board, notify the other in writing of the nature of the Dispute, and the following must occur:
 - (i) the member and the Company must in the period of 14 days from the service of the notice of the Dispute (**Initial Period**) use their best endeavours to resolve the Dispute;
 - (ii) if the Company and the member are unable to resolve the Dispute within the Initial Period, then the Dispute must be referred for mediation to a mediator agreed by the member and the Company and the parties must attend the mediation;
 - (iii) if the disputants are unable to agree on a mediator within 7 days of the expiration of the Initial Period, the Member or the Company may request the chairperson of Resolution Institute Dispute to nominate a mediator to whom the Dispute will be referred;
 - (iv) the costs of the mediation must be shared equally between the member and the Company; and
 - (v) where:
 - (A) the party receiving the notice of the Dispute fails to attend the mediation required by clause 22.1(a)(ii);
 - (B) the mediation has not occurred within 6 weeks of the date of the notice of the Dispute; or
 - (C) the mediation fails to resolve the Dispute;

then the party serving the notice of Dispute will be entitled to commence any proceedings in a Court or Tribunal or before any authority or board in respect of the Dispute.

22.2 Urgent interlocutory relief

The procedure in clause 22.1 will not apply in respect of proceedings for urgent or interlocutory relief.

23. WINDING UP

23.1 Contribution on Winding Up and Dissolution of the Company

- (a) The Company may only be dissolved by a special resolution of the members at a general meeting or by a resolution of the Company in accordance with clause 8.11.
 - (b) If the Company is wound up:
 - (i) each member of the Company; and
 - (ii) each person who has ceased to be a member in the preceding year,
undertakes to contribute to the property of the Company for the:
 - (iii) payment of the debts and liabilities of the Company (in relation to clause 23.1(b)(ii), contracted before the person ceased to be a member);
 - (iv) the costs, charges and expenses of winding up; and
 - (v) adjustments of the rights of the contributories among themselves,
- such amount as may be required, not exceeding \$10.

23.2 Surplus Property on Winding Up

If the Company is to be wound up and or dissolved and there is surplus property available after all liabilities of the Company have been discharged, any surplus property must not be paid or distributed to the members. Instead, that surplus property must be given or transferred to RSL NSW provided at the time RSL NSW is a DGR. If RSL NSW is not at that time a DGR then any surplus property must be given or transferred to another DGR, as determined by RSL NSW, with similar aims and objectives to the Company.

24. REVOCATION

If at any time the endorsement of the Company as a DGR is revoked, any surplus:

- (a) gifts of money or property for the principal purpose of the Company;
- (b) contributions made in relation to an eligible fundraising event held for the principal purpose of the Company; and
- (c) money received by the Company because of such gifts and contributions,

shall be given or transferred to RSL NSW provided at the time RSL NSW is a DGR. If RSL NSW is not at that time a DGR then any surplus property must be given or transferred to another DGR, as determined by RSL NSW, with similar aims and objectives to the Company.

25. INDEMNITY

25.1 Indemnity for officers

The Company will indemnify any current or former director, secretary or executive officer of the Company, or of a related body corporate of the Company, out of the property of the Company against:

- (a) any liability incurred by the person in that capacity (except a liability for legal costs);
- (b) legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity; and
- (c) legal costs incurred in good faith in obtaining legal advice on issues relevant to the performance of their functions and discharge of their duties as an officer of the Company, or of a subsidiary of the Company, if that expenditure has been approved in accordance with the Company's policy,

except to the extent that:

- (d) the Company is forbidden by law to indemnify the person against the liability or legal costs; or
- (e) an indemnity by the Company of the person against the liability or legal costs, if given, would be made void by law.

25.2 Insurance premiums

- (a) The Company may pay, or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is, or has been, a director, secretary or executive officer of the Company, or of a related body corporate of the Company, against any liability incurred by the person in that capacity, including a liability for legal costs, unless:
 - (i) the Company is forbidden by law to pay, or agree to pay, the premium; or
 - (ii) the contract would, if the Company paid the premium, be made void by law.
- (b) Any such premium paid by the Company in relation to a director will not be regarded as remuneration paid or payable to that director.

26. AMENDING THE CONSTITUTION

- 26.1 Subject to the provisions of clauses 26.2 -26.4, the members may amend this constitution by passing a special resolution in accordance with the Corporations Act.
- 26.2 A special resolution altering, adding to or omitting clauses 4.2, 8, 9.3, 9.4, 9.9, 23.2 and this clause does not have any effect unless and until the consent of RSL NSW is obtained. Such consent must be written and given under the common seal of RSL NSW. Any such consent may be given on conditions and may be revoked at any time.
- 26.3 NOT USED

- 26.4 Not less than 28 days before proposing a special resolution to amend this Constitution, the members will provide the chairman with details in writing of the proposed changes to the Constitution to enable the directors to comment upon and consult with the members on any such proposed amendments. The members will consider comments made by the directors before proposing a resolution to amend the Constitution provided however, for the avoidance of doubt, that any amendments proposed are to be in a form ultimately agreed by the members and passed in accordance with this constitution.