

Constitution

Royal Life Saving Society - Australia

ACN 008 594 616

As adopted at the Annual General Meeting held on 25 October 2014 Incorporating
amendments made by Special Resolution

Royal Life Saving Society - Australia

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1. NAME OF THE COMPANY

The name of the Company is Royal Life Saving Society - Australia.

2. TYPE OF COMPANY

- (a) RLSSA is a not-for-profit public company limited by guarantee.
 - (b) Subject to this Constitution, each Person who is a Member and each Person who was a Member during the year ending on the day of the commencement of the winding up of RLSSA, undertakes to contribute to the property of RLSSA for:
 - (i) payment of debts and liabilities of RLSSA;
 - (ii) payment of the costs, charges and expenses of winding up; and
 - (iii) any adjustment of the rights of the contributories among Members.
 - (c) The amount that each Member or past Member is liable to contribute is limited to \$10.00.
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3. REPLACEABLE RULES

This Constitution displaces the Replaceable Rules to the extent that it is inconsistent with any Replaceable Rule.

4. DEFINITIONS AND INTERPRETATION

- (a) In this Constitution, unless there is something in the subject or context which is inconsistent:
 - Act** means the *Corporations Act 2001*.
 - Annual General Meeting** means the annual meeting of members as required by this Constitution and the Act.
 - Board** means the Board of Directors.
 - Chair** means the person holding that office under this Constitution and includes any assistant or acting chair.
 - Committee** means a committee established in accordance with **clause 44**.
 - Company** means Royal Life Saving Society - Australia.
 - Constitution** means this Constitution as amended or supplemented from time to time.
 - Convene** means to organise a meeting.
 - Deputy President** means the deputy president of the Board appointed pursuant to **clause 41(a)**.

DGR means a deductible gift recipient as defined by the law.

Director means any person holding the position of a director of RLSSA.

Finance and Audit Committee means the Committee established by the Board pursuant to **clause 44(e)**.

Governing Committee means the governing committee or board of a Member.

Honorary Members means those Persons as defined in **clause 7.1** who support RLSSA and its Objects.

Meeting Observer means an individual or representative invited by the Chair or Members to observe a meeting without voting rights. The meeting observer must be a financial member of a Member.

Member means a member of RLSSA (and **Membership** has the corresponding meaning) and is a reference to the following:

- (a) The Royal Life Saving Society - Australia A.C.T. Branch (A01421);
- (b) Royal Life Saving Society of Australia (New South Wales Branch) (A.C.N. 000 580 825);
- (c) Royal Life Saving Society (Australia) NT Branch Incorporated (01328C);
- (d) Royal Life Saving Society Queensland Incorporated (IA04797);
- (e) The Royal Life Saving Society Australia, South Australia Branch Incorporated (A9602);
- (f) The Royal Life Saving Society - Australia Tasmania Branch Incorporated (02700C);
- (g) Royal Life Saving Society Australia - Victoria Branch Limited (A.C.N. 123 286 000); and
- (h) The Royal Life Saving Society, Western Australia Inc. (A0822151B).

Member Present means in connection with a meeting of Members, a Member being present by Proxy or attorney or, by a Representative.

Member's Guarantee Amount means the amount of \$10 referred to in **clause 2(c)**.

Object means the object of RLSSA set out in **clause 5(b)**.

Office means the registered office for the time being of RLSSA.

Officer has the same meaning as given to that term in section 9 of the Act.

Person means a natural person and any partnership, association, body or entity whether incorporated or not.

Poll means a method to allow the physical capturing of the numerical result of the voting.

President means the president of the Board appointed pursuant to **clause 41(a)**.

Prior Constitution means the constitution of RLSSA which was in force immediately prior to this Constitution.

Proxy means an adult person who is authorised by a Member having a right to vote at a meeting of Members, to exercise that right on the Member's behalf.

Register means the register of Members to be kept pursuant to the Act.

Related Body Corporate:

- (a) has the meaning given to it in the Act; and
- (b) in addition to the meaning in paragraph (a), means, in relation to a Member, another body corporate:
 - (i) which has a right to appoint a person or persons onto the Governing Committee of the Member; or
 - (ii) to whose governing committee the Member can appoint a person or persons.

Replaceable Rules means the replaceable rules applicable to a public company limited by guarantee set out in the Act.

Representative means a person:

- (a) authorised in accordance with section 250D of the Act to act as a representative of a body corporate that is a Member of RLSSA; and
- (b) who is the president or chair of the Member body corporate or a member of the Governing Committee of the Member body corporate;

but who is not a Director of RLSSA.

RLSSA means Royal Life Saving Society - Australia.

Secretary means the person appointed as the company secretary of RLSSA and includes any assistant or acting secretary.

Subscription means the subscription fees payable by Members pursuant to **clause 9**.

- (b) In this Constitution, unless there is something in the subject or context which is inconsistent:
 - (i) the singular includes the plural and vice versa;
 - (ii) each gender includes all genders;

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- (iii) the words "writing" and "written" include any other mode of representing or reproducing words, figures, drawings or symbols in a visible form;
 - (iv) 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;
 - (v) a reference to any clause or schedule is to a clause or schedule of this Constitution;
 - (vi) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it.
- (c) An expression used in a particular Part or Division of the Act that is given by that Part or Division a special meaning for the purposes of that Part or Division has, unless the contrary intention appears, in any clause that deals with a matter dealt with by that Part or Division the same meaning as in that Part or Division.
 - (d) Headings do not form part of or affect the construction or interpretation of this Constitution.

5. OBJECTS AND PURPOSES

- (a) RLSSA is a charitable institution which is a national branch of the *Royal Life Saving Society (Commonwealth)* promoting and carrying on the work of the *Royal Life Saving Society (Commonwealth)* within the territory of Australia.
- (b) The Object of RLSSA is to prevent loss of life and injury in the community with an emphasis on the aquatic environment on a national basis, which includes, but is not limited to, the following:
 - (i) building the Members' capacity to promote, facilitate, organise, deliver, administer and develop safe lifesaving activities;
 - (ii) facilitating coordination between the Members;
 - (iii) collaborating with the Australian Government in relation to the promotion of safe water related activities;
 - (iv) representing Australia in the international arena in relation to safe water related activities;
 - (v) coordinating representation at a federal level to relevant organisations;
 - (vi) coordinating and disseminating the results of national and international research;
 - (vii) monitoring and promoting efficiency and benchmarking in the area of Member capacity;

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- (viii) promoting consistency, good practice and continual improvement in standards;
 - (ix) promoting the education of all of those involved in the industry of safe water-related activities in the general public; and
 - (x) any other Object which is ancillary to the Objects set out in **clauses 5(b)(i) to 5(b)(ix)**.
- (c) RLSSA can only exercise the powers in section 124(1) of the Act to:
- (i) carry out the Objects; and
 - (ii) do all things incidental or convenient in relation to the exercise of power under **clause 5(c)(i)**.
- (d) The income and property of RLSSA will only be applied towards the promotion of the Objects.
- (e) No income or property of RLSSA will be paid, transferred or distributed, directly or indirectly, by way of dividend, bonus or otherwise to any Member of RLSSA. Nothing in this Constitution however will prevent payment in good faith to a Member:
- (i) in return for any services rendered or goods supplied in the ordinary and usual course of business to or on behalf of RLSSA;
 - (ii) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent to RLSSA; or
 - (iii) of reasonable and proper rent for premises leased by any Member to RLSSA.

MEMBERSHIP & HONORARY MEMBERSHIP

6. MEMBER'S GUARANTEE AMOUNT

6.1 Member's Guarantee Amount

All Members agree to assume the liability to pay the Member's Guarantee Amount.

7. CATEGORIES OF HONORARY MEMBERS

7.1 Admission

The Board may admit to the class of Honorary Members:

- (a) those Persons who were:
 - (i) Patrons;
 - (ii) Vice Patrons;
 - (iii) Life Governors;

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- (iv) Life Members;
 - (v) Service Members;
 - (vi) Meritorious Service Members; and
 - (vii) Ordinary Members;

pursuant to the Prior Constitution as defined in the Prior Constitution; and

- (b) any other Person the Board decides to admit to this class from time to time.

7.2 Different Sub-Classes

The Board can, within this class of Honorary Members, create different sub-classes with different names.

7.3 Rights of Honorary Member

- (a) Honorary Members are entitled to attend meetings of Members, but are not entitled to vote in their capacity as Honorary Members. (If an Honorary Member is appointed as a Proxy however, the Honorary Member would be entitled to vote in his or her capacity as a Proxy.)
- (b) Notices of meetings of Members shall be given to Honorary Members. However, the:
 - (i) accidental omission to give notice of any meeting of Members to; or
 - (ii) non-receipt of notice of a meeting by;

An Honorary Member will not invalidate the proceedings at or any resolution passed at the meeting of Members.

7.4 Member's Guarantee Amount

Honorary Members are not required to assume the liability to pay the Member's Guarantee Amount.

7.5 Cessation of Honorary Membership

The affiliation of an Honorary Member with RLSSA will cease if the Board resolves to terminate the affiliation of an Honorary Member whose conduct or circumstances, in the opinion of the Board, renders it undesirable that that Honorary Member continue to be an Honorary Member of RLSSA.

8. MEMBERSHIP ENTITLEMENTS NOT TRANSFERABLE

A right, privilege or obligation which a Person has by reason of being a Member of RLSSA:

- (a) is not capable of being transferred or transmitted to another Person; and
- (b) terminates on cessation of the Person's Membership.

9. SUBSCRIPTIONS

- (a) The Board can determine from time to time to charge Members annual Subscriptions.
- (b) Subject to **clause 9(c)**, the amount of any Subscription shall be fixed by the Board and shall be payable by Members at such times and in such manner as determined by the Board from time to time.
- (c) The Board may in its discretion:
 - (i) determine that no Subscription is payable by a Member or Members (in whole or in part) in a given year; and
 - (ii) extend the time for payment of Subscriptions by any Member.
- (d) No part of any Subscription fee shall be refunded to a Member who ceases to be a Member in accordance with **clause 10**.

10. CESSATION OF MEMBERSHIP

- (a) A Member's Membership will cease:
 - (i) if that Member is dissolved or otherwise ceases to exist;
 - (ii) on the date that the Secretary receives written notice of resignation from that Member;
 - (iii) if that Member fails to pay their Subscription for a period of two (2) successive years;
 - (iv) if the Member is expelled pursuant to **clause 11**; or
 - (v) if RLSSA in general meeting of Members resolves by a special resolution to terminate the Membership of a Member whose conduct or circumstances in the opinion of RLSSA renders it undesirable that that Member continue to be a Member of RLSSA. The Member must be given at least twenty one (21) days' notice of the proposed resolution and must be offered the opportunity to be heard at the meeting of Members at which the resolution is proposed.
- (b) Notwithstanding the termination of a Member's Membership pursuant to **clause 10(a)**, the Member shall continue to be liable for:
 - (i) any Subscriptions and all arrears due and unpaid at the date of cessation of Membership; and
 - (ii) all other monies due by the Member to RLSSA; and
 - (iii) any sum for which the Member is liable as a Member of RLSSA under **clause 2(b)**.

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- (c) If a Member's Membership does cease pursuant to this **clause 10**, the name of that Member will be deemed to have been removed from the definition of "Member" in **clause 4(a)** from the date that Member ceased being a Member of RLSSA.

11. DISCIPLINING OF MEMBERS

11.1 Disciplining of Members

- (a) The Board may resolve by a 75% majority (of Directors present (as permitted by **clause 43**) and eligible to vote) to expel any Member or to suspend any Member from Membership of RLSSA if the Member:
- (i) has persistently refused or neglected to comply with a provision or provisions of this Constitution; or
 - (ii) has persistently or wilfully acted in a manner prejudicial to the interests of RLSSA.
- (b) A resolution of the Board pursuant to **clause 11.1(a)** will be of no effect unless the Board confirms the resolution in accordance with this clause at a Board meeting held not earlier than fourteen (14) days and not later than twenty eight (28) days after the service on the Member of notice under **clause 11.1(c)**.
- (c) If the Board resolves under **clause 11.1(a)** to expel or suspend any Member, the Secretary must serve the Member with a notice in writing:
- (i) setting out the resolution of the Board and the grounds upon which it is based;
 - (ii) stating that the Member may address the Board at a Board meeting to be held not earlier than fourteen (14) days and not later than twenty eight (28) days after service of the notice;
 - (iii) stating the date, place and time of that Board meeting; and
 - (iv) informing the Member that the Member may do either or both of the following:
 - (A) attend and speak at that Board meeting;
 - (B) submit to the Board at or prior to the date of that Board meeting written representations relating to the resolution.
- (d) At a meeting of the Board held in accordance with **clause 11.1(c)**, the Board must:
- (i) give the Member an opportunity to make oral representations (either in person or by means permitted by **clause 13(c)**);
 - (ii) give due consideration to any written representations submitted to the Board by the Member at or prior to the Board meeting; and

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- (iii) resolve by a 75% majority (of Directors present (as permitted by **clause 43**) and eligible to vote) whether to confirm the decision to expel or suspend the Member.
 - (e) The Member must be notified in writing of the decision of the Board within seven (7) days. If the Board resolves to confirm the expulsion or suspension, the Member must also be notified of the right of appeal available under **clause 11.2**.
 - (f) A resolution confirmed by the Board under **clause 11.1(d)** does not take effect:
 - (i) until the expiration of the period within which the Member is entitled to appeal against the resolution; or
 - (ii) if the Member exercises the right of appeal, until RLSSA confirms the resolution pursuant to **clause 11.2(d)**.

11.2 Right of Appeal of Disciplined Member

- (a) A Member may appeal to RLSSA in general meeting against a resolution of the Board, which is confirmed under **clause 11.1(d)**. Written notice of such an appeal must be lodged with the Secretary within seven (7) days of service of the notice required under **clause 11.1(e)**.
- (b) Upon receipt of a notice of appeal the Secretary must Convene a general meeting of RLSSA to be held within thirty five (35) days after the date of receipt of the notice. If possible, the Secretary should include in the notice to the Members of the meeting any written representations of the Board and the Member.
- (c) At a general meeting of RLSSA Convened under **clause 11.2(b)**:
 - (i) no business other than the question of the appeal may be transacted;
 - (ii) the Board and the Member must be given the opportunity to state their respective cases orally (through a Proxy or Representative in accordance with the provisions which apply to general meetings) or in writing, or both; and
 - (iii) the Members Present must vote by ballot on the question of whether the resolution will be confirmed.
- (d) Confirmation of the resolution is by the Members passing a special resolution to that effect.

12. RESOLUTION OF DISPUTES BETWEEN MEMBERS

- (a) Disputes between Members (in their capacity as Members), including any disputes in relation to RLSSA's fundraising activities, shall be referred to the Board which must take steps to resolve the dispute.
- (b) If a dispute so referred is not solved to the satisfaction of any party to the dispute within thirty (30) days of its being referred, then that party may refer

the dispute to mediation before a mediator appointed by mutual agreement of the parties.

- (c) Failing agreement by the parties to the appointment of a mediator within fourteen (14) days of a party notifying the other party of its intention to refer the dispute to mediation, the appointment of the mediator shall be made by the President of the New South Wales Law Society.
- (d) The costs of the mediator appointed pursuant to **clause 12(b)** or **clause 12(c)** (as the case may be) shall be shared equally between the Members party to the dispute.
- (e) At least seven (7) days before a mediation session established by a mediator appointed pursuant to **clause 12(b)** or **clause 12(c)** (as the case may be) is to commence, the parties to the dispute are to exchange statements of the issues that are in dispute between them and supply copies to the mediator.

GENERAL MEETINGS

13. CONVENING OF GENERAL MEETINGS

- (a) Any two (2) Directors may, whenever those Directors think fit, convene a general meeting of RLSSA.
- (b) Any two (2) Members shall be entitled to require a general meeting to be convened in accordance with the provisions of the Act.
- (c) A general meeting of RLSSA may be convened to occur at two (2) or more venues using any technology that gives the Members a reasonable opportunity to participate in the meeting.
- (d) An Annual General Meeting is to be convened annually in accordance with the provisions of the Act.

14. NOTICE OF GENERAL MEETING

- (a) Subject to consent to shorter notice being given in accordance with the Act, at least twenty one (21) days' notice of any general meeting must be given specifying:
 - (i) the place, date and hour of the meeting;
 - (ii) the general nature of any business to be transacted at the meeting;
 - (iii) if a special resolution is to be proposed, the details of and intention to propose it;
 - (iv) if the meeting is to be held in two (2) or more places, the technology that will be used to facilitate this; and
 - (v) any other information required by the Act.

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- (b) The accidental omission to give notice of any general meeting to or the non-receipt of notice of a meeting by any Person entitled to receive notice will not invalidate the proceedings at or any resolution passed at the meeting.

15. CANCELLATION OR POSTPONEMENT OF GENERAL MEETING

- (a) Subject to the provisions of the Act and this Constitution, the Board may cancel a general meeting of RLSSA:
- (i) Convened by the Board; or
 - (ii) which has been convened at the requisition of a Member or Members pursuant to the Act or pursuant to **clause 13(b)**, upon receipt by RLSSA of a written notice withdrawing the requisition signed by that Member or those Members with the consequence that there are less than two (2) requisitioning Members remaining who still wish for the meeting to be Convened.
- (b) The Board may postpone a general meeting or change the venue at which it is to be held. No business shall be transacted at any postponed meeting other than the business stated in the notice to the Members relating to the original meeting.
- (c) Where any general meeting is cancelled or postponed or the venue for the same is changed:
- (i) the Board must make a reasonable attempt to notify in writing each Person entitled to receive notice of the meeting of the cancellation, the change of venue or the postponement of the meeting by any means permitted by this Constitution and in the case of the postponement of a meeting, the new place, date and time for the meeting; and
 - (ii) any failure to notify in writing any Person entitled to receive notice of the meeting or failure of a Person to receive a written notice shall not affect the validity of the cancellation, the change of venue or the postponement of the meeting.

PROCEEDINGS AT GENERAL MEETINGS

16. QUORUM

- (a) No business may be transacted at any general meeting unless a quorum of Members is present in person or by Proxy at all times during the meeting.
- (b) A majority of the total number of Members constitutes a quorum for all general meetings.
- (c) For the purposes of determining a majority of Members as referred to in **clause 16(b)**:
- (i) if the total number of Members at that time is an odd number, a majority:

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- (A) shall be equal to one half of the total number of Members rounded down to the nearest whole number and then increased by one; and
 - (B) consisting of Members Present who are entitled to vote; or
 - (ii) if the total number of Members at that time is an even number, a majority:
 - (A) shall be equal to one half of the total number of Members increased by one; and
 - (B) consisting of Members Present who are entitled to vote.
 - (d) If within thirty (30) minutes after the time appointed for holding a general meeting a quorum is not present:
 - (i) the meeting if Convened upon the requisition of Members shall be dissolved;
 - (ii) in any other case:
 - (A) it will stand adjourned to the same day in the next week at the same time and place or to such other day time and place as the Board may by notice to the Members appoint; and
 - (B) if at such adjourned meeting a quorum is not present within thirty (30) minutes after the time appointed for the holding of the meeting, the meeting shall be dissolved.

17. CHAIR

- (a) Subject to (c), the Chair shall be the President.
- (b) The Chair shall be entitled to preside as Chair at every general meeting.
- (c) Where a general meeting is held and:
 - (i)
 - (A) there is no President; or
 - (B) the President is not present within thirty (30) minutes after the time appointed for the holding of the meeting or, if present, is unwilling to act as Chair of the meeting,

the Deputy President shall preside as Chair of the meeting or, if there is no Deputy President or the Deputy President is not present or is unwilling to act, then the other Directors present may choose another Director as Chair of the meeting; or
 - (ii) no Director is chosen pursuant to **clause 17(c)(i)(B)**, or if all the Directors present decline to take the chair, the Members Present may choose one of their number to be Chair of the meeting.

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- (d) The Chair of a general meeting shall, subject to **clause 17(e)**:
 - (i) ensure that all items on the agenda are dealt with, and in the sequence set out, unless the Members consent to the order being changed;
 - (ii) conduct the meetings in a manner designed to facilitate decision making and the transaction of business; and
 - (iii) superintend and control the proceedings in accordance with the requirements of any relevant law, this Constitution and the conventions of debate.
 - (e) Notwithstanding **clause 17(d)**, the Members can overrule any determination made by the Chair for the purposes of **clause 17(d)** by Poll.

18. ADJOURNMENTS

- (a) The Chair of a general meeting at which a quorum is present may adjourn a meeting to a time and place as determined by the Chair.
- (b) No business may be transacted at any adjourned general meeting other than the business left unfinished at the general meeting from which the adjournment took place.
- (c) A resolution passed at a general meeting resumed after an adjournment is passed on the day it was passed.
- (d) It is not necessary to give any notice of an adjournment of a general meeting or of the business to be transacted at the adjourned general meeting except if the general meeting is adjourned for thirty (30) days or more, in which case notice of the adjourned general meeting must be given as in the case of an original general meeting.

19. DETERMINATION OF QUESTIONS

- (a) At any general meeting a resolution to be considered at the general meeting shall be decided on a show of hands unless a Poll is demanded by:
 - (i) the Chair of the meeting; or
 - (ii) at least two (2) Members Present and entitled to vote on the resolution.
- (b) Before a vote on a resolution is taken, the Chair must inform the general meeting whether any Proxy votes have been received and how the Proxy votes are to be cast.
- (c) A declaration by the Chair of the result of a vote on a resolution by a show of hands and an entry to that effect contained in the minutes of the proceedings of RLSSA, which has been signed by the Chair of the general meeting or the next succeeding general meeting, shall be conclusive evidence of the fact

without proof of the number or proportion of the votes recorded in favour of or against the resolution.

20. POLLS

- (a) A Poll may be demanded:
 - (i) before a vote on a resolution is taken;
 - (ii) before the voting results on a show of hands are declared; or
 - (iii) immediately after the voting results on a show of hands are declared.
- (b) If a Poll is demanded it must be taken in such manner and at such time and place as the Chair of the general meeting directs subject to **clause 20(e)**.
- (c) The result of the Poll shall be taken to be the resolution of the general meeting at which the Poll was demanded.
- (d) The demand for a Poll shall not prevent the continuance of a general meeting for the transaction of any business other than the question on which a Poll has been demanded.
- (e) A Poll demanded on the election of a Chair pursuant to **clause 17(c)(ii)** must be taken immediately.
- (f) The demand for a Poll may be withdrawn.

21. VOTING RIGHTS

A Member entitled to vote has one vote, both on a show of hands and a Poll.

22. VOTING DISQUALIFICATION

No Person other than a:

- (a) Proxy of a Member; and
- (b) Member;

shall be entitled to a vote at a general meeting.

23. OBJECTION TO QUALIFICATION TO VOTE

Any challenge as to the qualification of a Person to vote at a general meeting or the validity of any vote tendered may only be raised at the general meeting and must be determined by the Chair, whose decision shall be final and conclusive and a vote allowed by the Chair shall be valid for all purposes.

24. NO CHAIR'S CASTING VOTE

In the case of an equality of votes whether on a show of hands or on a Poll, the Chair of the general meeting at which the show of hands is taken or at which the Poll is demanded is not entitled to a casting vote.

25. RIGHT OF NON-MEMBERS TO ATTEND GENERAL MEETING

- (a) The Chair of a general meeting may invite any Person who is not a Member to attend and address a meeting if the Chair has received the prior approval of the Board to invite such Person.
- (b) Any auditor of RLSSA shall be entitled to attend and address a general meeting.

PROXIES

26. RIGHT TO APPOINT PROXIES

- (a) A Member who is entitled to attend and vote at a general meeting of RLSSA may appoint a person as the Member's Proxy to attend and vote for the Member at the meeting.
- (b) If a Member appoints a Proxy, the Proxy is entitled to vote on a show of hands and on a Poll.

27. APPOINTING A PROXY

- (a) The instrument appointing a Proxy must be in writing signed by:
 - (i) the Member; or
 - (ii) the Member's attorney duly authorised in writing; or
 - (iii) an authorised officer of the Member.
- (b) The instrument of proxy is valid if it contains the information required by the Act which at the date of this Constitution is the following information:
 - (i) the name and address of the Member;
 - (ii) the name of RLSSA;
 - (iii) the Proxy's name or the name of the office of the Proxy; and
 - (iv) the general meetings at which the instrument of proxy may be used.
- (c) An instrument of proxy may be expressed to be a standing appointment. An instrument of proxy for a specified meeting is only valid for that meeting and any postponement or adjournment of that meeting.

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- (d) An instrument of proxy shall not be treated as invalid merely because it does not specify all of the information required by **clause 27(b)**.
 - (e) An instrument of proxy may be revoked at any time by:
 - (i) notice in writing to RLSSA; or
 - (ii) pursuant to **clause 30(c)**.

28. LODGMENT OF PROXIES

- (a) An instrument appointing:
 - (i) a Proxy and the power of attorney or other authority (if any) under which it is signed or executed or a certified copy of that power or authority; or
 - (ii) an attorney to exercise a Member's voting rights at a general meeting or a certified copy of that power of attorney,

must be deposited at the Office or at such other place as is specified for that purpose in the notice convening the general meeting not less than forty eight (48) hours (or such shorter period as the Board may allow) before the time appointed for the holding of the meeting or adjourned meeting as the case may be at which the person named in the instrument proposes to vote, and in default the instrument of proxy or the power of attorney will not be treated as valid.
- (b) For the purposes of this clause it will be sufficient that any document required to be lodged by a Member be received in legible form by facsimile at the place at which the document is required to be delivered by the Member and the document shall be regarded as received at the time the facsimile was received at that place.
- (c) For the purposes of this clause it will be sufficient that any document required to be lodged by a Member be received in legible form by email if the notice of meeting so permits at the address and in the form specified in the notice and the proxy shall be regarded as received at the time of the receipt of the email transmission by RLSSA.

29. VALIDITY OF PROXIES

A vote exercised pursuant to an instrument of proxy, a power of attorney or other instrument of appointment is valid notwithstanding:

- (a) the liquidation, administration or receivership of the Member;
- (b) the revocation of the instrument of proxy or the power of attorney or any instrument under which the instrument or the power was granted,

if RLSSA has not received at its Office written notice of the liquidation, administration or receivership or revocation at least forty eight (48) hours (or such shorter period as the Board may allow) prior to the time appointed for the holding of the general

meeting or adjourned meeting, as the case may be, at which the instrument of proxy or the power of attorney is exercised.

30. RIGHTS OF PROXIES AND ATTORNEYS

- (a) The instrument appointing a Proxy will be taken to confer authority to demand or join in demanding a Poll.
- (b) Unless a Member by the instrument of proxy directs the Proxy to vote in a certain manner, the Proxy may vote as the Proxy thinks fit on any motion or resolution. Otherwise the Proxy shall follow the voting instructions contained in the instrument of proxy.
- (c) A proxy will not be revoked by the Member attending and taking part in any general meeting but if the Member votes on a resolution either on a show of hands or on a Poll, the person acting as Proxy for the Member shall not be entitled to vote in that capacity in respect of the resolution.
- (d) The Chair of a general meeting may require any person acting as a Proxy to establish to the satisfaction of the Chair that he is the person nominated as Proxy in the form of proxy lodged under this Constitution. If the person is unable to establish his identity, he may be excluded from voting either upon a show of hands or upon a Poll.

APPOINTMENT AND REMOVAL OF DIRECTORS

31. NUMBER AND APPOINTMENT OF DIRECTORS

31.1 Number of Directors

The Board shall consist of not more than eleven (11) Directors.

31.2 Constitution of Board

- (a) The Board shall consist of a Director appointed by the Governing Committee of each Member.
- (b) The Board may appoint up to three additional Directors, deemed independent of the Governing Committee of each Member.
- (c) A person cannot for the purposes of clause 31.2(b) be deemed by the Board to be independent of the Governing Committee of each Member:
 - (i) unless the Board considers the person to be independent of management of the Company and free of any business or other relationship that materially interferes with, or could reasonably be perceived to materially interfere with, the exercise of the person's independent judgement; and
 - (ii) if that person has been a member (however described) of a Governing Committee of a Member at any time in the two (2) years prior to the date on which the Board makes a resolution for the purposes of clause 31.2(b).

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- (d) A Director cannot be a remunerated employee (or have been a remunerated employee during the two (2) years prior to their appointment as a Director) of:
 - (i) a Member;
 - (ii) a Related Body Corporate of a Member; or
 - (iii) RLSSA
 - (e) A reference in **clause 31.2(d)** to “remunerated employee” does not include a reference to anyone receiving an honorarium (as defined by Australian taxation law) from the entities referred to in **clauses 31.2(d)(i) to 31.2(d)(iii)**.

31.3 Term

- (a) Directors shall serve their terms as follows:
 - (i) each Director shall hold office for a term of two (2) years, but shall not hold office for more than five (5) consecutive terms; and
 - (ii) terms shall commence at the expiry of the annual general meeting at which the Director was elected or at which their appointment took effect and terminate at the expiry of the second annual general meeting held after the annual general meeting at which the Director was elected or at which their appointment took effect.
 - (iii) Directors who have served for the maximum period in accordance with **clause 31.3(a)(i)** shall be eligible for reappointment as a Director after a lapse of one full two (2) year term from the date from which they last held office as a Director.

31.4 Removal of Directors

Subject to section 203D of the Act, RLSSA may in general meeting, by resolution, remove a Director from office.

31.5 Alternate Directors

Section 201K of the Act does not apply to this Constitution and Directors are not permitted to appoint Alternate Directors.

32. GENERAL RIGHT TO APPOINT AND REMOVE DIRECTORS

- (a)
 - (i) Subject to the Act and **clause 31.2(d)**, the Member who appointed the Director to the position that gave rise to a casual vacancy may at any time appoint any person as a Director to fill such casual vacancy.
 - (ii) Any Director so appointed shall only hold office until the expiry of the term of the Director being replaced.
- (b) The Board may act despite any vacancy in their body, but if the number falls below the minimum fixed (if any) in accordance with the Act, the Board may

act for the purpose of increasing the number of Directors to the minimum or of convening a general meeting or in emergencies, but for no other purpose.

33. VACATION OF OFFICE

- (a) Any Director may retire from office on giving written notice to RLSSA at the Office of his intention to retire and the resignation shall take effect at the time expressed in the notice (provided the time is not earlier than the date of delivery of the written notice to RLSSA).
- (b) The office of a Director shall become vacant if the:
 - (i) Director becomes bankrupt or makes any arrangement or composition with creditors generally;
 - (ii) Director becomes prohibited from being a director of a company by reason of any order made under the Act;
 - (iii) Director becomes of unsound mind or a person whose personal estate is liable to be dealt with in any way under the law relating to mental health;
 - (iv) Director resigns by notice in writing to RLSSA;
 - (v) Member (whose Governing Committee appointed that Director) ceases to be a Member of RLSSA for any reason; or
 - (vi) Director is absent without permission of the Board from meetings of the Board held for more than three (3) consecutive Board meetings.

POWERS AND DUTIES OF DIRECTORS

34. POWERS OF DIRECTORS

The control, ultimate management and conduct of RLSSA shall be vested in the Board, who shall exercise all such powers of RLSSA as are not by the Act or by this Constitution required to be exercised in any other manner.

35. NEGOTIABLE INSTRUMENTS

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to RLSSA must be signed, drawn, accepted, endorsed or otherwise executed as the case may be in accordance with the policy as determined by the Board from time to time.

36. CONFERMENT OF POWERS

- (a) The Board may from time to time confer upon any Director for the time being or any other person as they may select such of the powers exercisable under this Constitution by the Board as it may think fit for such time and to be exercised for such purposes and on such terms and conditions and with such restrictions as it may think expedient.

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- (b) Powers conferred under this clause may be exercised concurrently with the powers of the Board in that regard and the Board may from time to time withdraw, revoke or vary all or any of such powers.

37. PAYMENTS TO DIRECTORS

No payment shall be made to any Director other than the payment:

- (a) of out of pocket expenses incurred by the Director in the performance of any duty as a Director where the amount payable does not exceed an amount previously approved by the Board; and
- (b) for any service rendered to RLSSA by the Director in a professional or technical capacity, other than in the capacity as Director, where the provision of the service has the prior approval of the Board and where the amount payable is approved by the Board and is not more than an amount which commercially would be reasonable for the service.

DIRECTORS' DISCLOSURE OF INTEREST

38. CONTRACTS

- (a) RLSSA may enter into contracts or arrangements with other companies or bodies in which a Director has an interest, provided it does so according to the usual commercial terms and conditions that apply to such contracts or arrangements.
- (b) A Director must disclose an interest in accordance with the Act and the Secretary must record all declarations in the minutes of the relevant Board meeting.
- (c) A Director who has an interest in a contract or arrangement made by RLSSA and has disclosed this interest to the Board, subject to compliance with section 195 and related provisions of the Act, still may:
- (i) vote on the matter;
 - (ii) be counted in determining whether or not a quorum is present at any meeting of Directors considering that contract or arrangement or proposed contract or arrangement;
 - (iii) sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement; and
 - (iv) vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement.
- (d) Section 195 of the Act provides, inter alia, that a Director who has a material personal interest in a matter that is being considered at a Directors' meeting may be present and vote if Directors who do not have a material personal interest in the matter have passed a resolution that:

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- (i) identifies the Director, the nature and extent of the Director's interest in the matter and its relation to the affairs of RLSSA; and
 - (ii) states that those Directors are satisfied that the interest should not disqualify the Director from voting or being present; and
 - (iii) the resolution is recorded in the minutes.
- (e) RLSSA shall not make any payment for services rendered by a Director in a professional or technical capacity, except where the provision of such services and the amount payable have prior approval of the Board and where the amount does not exceed an amount that is commercially reasonable for those services.
- (f) A Director's failure to make disclosure under this **clause 38** does not render void or voidable a contract or arrangement in which the Director has a direct or indirect interest.
- (g) A general notice given to the Board by a Director that the Director is an officer, a member of or otherwise interested in any specified corporation or firm, stating the nature and the extent of the Director's interest in the corporation or firm shall, in relation to any matter involving RLSSA and that corporation or firm after the giving of the notice, be a sufficient disclosure of the Director's interest, provided that the extent of the interest is no greater at the time of first consideration of the relevant matter by the Board than was stated in the notice.

PROCEEDINGS OF DIRECTORS

39. MEETINGS OF DIRECTORS

- (a) The Board may meet together for the despatch of business, adjourn and otherwise regulate their meetings and proceedings as it thinks fit provided that they shall meet together face to face not less than once every six (6) months.
- (b) A Director may at any time and the Secretary upon the request of a Director shall Convene a meeting of the Board by giving at least twenty four (24) hours' notice of the meeting to all Directors, except any Director who is outside Australia and who has notified the Secretary that he will not be contactable.
- (c) Notice of a meeting of the Board need not be in writing.
- (d) All resolutions of the Directors passed at a meeting of the Board where a quorum is present but where notice of the meeting has not been given as required to each Director, or any act carried out pursuant to such resolution, shall, provided each Director to whom notice was not given subsequently agrees to waive the same, be as valid as if notice of the meeting had been duly given to all Directors.

40. QUORUM

- (a) A majority of Directors entitled to attend a meeting of the Board who are personally present (or in conference in accordance with **clause 39**) form a quorum and a quorum must be present at all times during the meeting.
- (b) For the purposes of determining a majority of Directors as referred to in **clause 40(a)**:
 - (i) if the number of Directors on the Board at that time is an odd number, a majority shall be equal to one half of the number of Directors rounded down to the nearest whole number and then increased by one; or
 - (ii) if the number of Directors on the Board at that time is an even number, a majority shall be equal to one half of the number of Directors increased by one.
- (c) A Director who is disqualified from voting on a matter pursuant to **clause 38** shall be counted in the quorum despite that disqualification.

41. PRESIDENT

- (a) Subject to **clause 41(e)**, the Board shall appoint the President and Deputy President
- (b) Such appointments shall occur at the first Board meeting following an annual general meeting.
- (c) A Director may hold the office of President for a period of three (3) consecutive years and will not be eligible to be appointed to that position again whilst he or she is on the Board. If a Director leaves the Board for any period of time and is subsequently reappointed to the Board, that Director is once again eligible to be appointed to the position of President.
- (d) A Director may hold the office of Deputy President for a period of three (3) consecutive years and will not be eligible to be appointed to that position again whilst he or she is on the Board. If a Director leaves the Board for any period of time and is subsequently reappointed to the Board, that Director is once again eligible to be appointed to the position of Deputy President.
- (e) The Board may remove a President or Deputy President from their office as President or Deputy President respectively during a term and elect another Director to that vacant office. Any replacement President or Deputy President shall only hold office as such until:
 - (i) the expiry of the term of the President or Deputy President being replaced; or
 - (ii) removed by the Board;whichever occurs first.

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- (f) The President shall, if present, preside as Chair of every meeting of the Board.
 - (g) If a meeting of the Board is held and the President is not present within ten (10) minutes after the time appointed for the holding of the meeting or, if present, does not wish to chair the meeting, then the Deputy President shall preside as Chair of the meeting.
 - (h) If a meeting of Board is held and the Deputy President is not present within ten (10) minutes after the time appointed for the holding of the meeting or, if present, does not wish to chair the meeting, then the other Directors present must elect one of their number to be Chair of the meeting.

42. VOTING

- (a) Except as otherwise provided in this Constitution, a resolution of the Board must be passed by a majority of votes of the Directors present at the meeting who vote on the resolution. A resolution passed by a majority of the votes cast by the Directors will for all purposes be taken to be a determination of the Board.
- (b) Each Director shall have one vote.
- (c) In case of an equality of votes at a meeting of the Board, the Chair does not have a casting vote in addition to a deliberative vote.

43. RESOLUTIONS BY DIRECTORS

- (a) The Board may pass a resolution without a Board meeting being held if all the Directors 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. For this purpose, signatures can be contained in more than one document.
- (b) A resolution shall be deemed to have been passed if one (1) week (or such other period as has been specified in the document accompanying the proposed resolution) has expired since the proposed resolution was circulated to the Board and a majority of Directors has signed a document containing a statement that they are in favour of the resolution set out in the document in accordance with **clause 43(a)**.
- (c) A facsimile transmission which is received by RLSSA and which purports to have been signed by a Director shall for the purposes of this clause be taken to be in writing and signed by that Director at the time of the receipt of the facsimile transmission by RLSSA in legible form.
- (d) An email transmission which is received by RLSSA and which purports to have been sent by a Director shall for the purposes of this clause be taken to be in writing and signed by that Director at the time of the receipt of the email transmission by RLSSA.
- (e) In addition, a Directors' meeting may be called or held and resolutions may be passed using any technology consented to by all the Directors. The consent

may be a standing one. A Director may only withdraw consent within a reasonable period before the meeting or the putting of the resolution.

44. COMMITTEE OF DIRECTORS

- (a) The Board may form and delegate any of its powers to a Committee consisting of such Directors and other persons as it thinks fit and may from time to time revoke such delegation. Subject to **clause 44(e)**, all such Committees of the Board must be chaired by a Director.
- (b) A Committee of the Board must in exercise of the powers delegated to it conform to any directions and restrictions that may be imposed on it by the Board. A power so exercised shall be taken to be exercised by the Board.
- (c) The meetings and proceedings of any Committee of the Board consisting of more than one (1) person will be governed by the provisions for regulating the meetings and proceedings of the Board contained in this Constitution.
- (d) A minute of all the proceedings and decisions of every Committee of the Board shall be made, entered and signed in the same manner in all respects as minutes of proceedings of the Board are required by the Act and this Constitution to be made entered and signed. A copy of these minutes shall be tabled at the next Board meeting.
- (e)
 - (i) The Board shall establish a Finance and Audit Committee pursuant to **clause 44(a)**. The Finance and Audit Committee will consist of at least three (3) members including at least one (1) Director. Notwithstanding **clause 44(a)**, the chair of the Finance and Audit Committee does not need to be a Director.
 - (ii) The President and Deputy President shall not be eligible to be members of the Finance and Audit Committee.

45. VALIDATION OF ACTS OF DIRECTORS

All acts done:

- (a) at any meeting of the Board; or
- (b) by any person acting as a Director,

shall, even if it is discovered afterwards that there was a defect in the appointment or continuance in office of any such Director or person or that they or any of them were disqualified or were not entitled to vote, be as valid as if every such person had been duly appointed or had continued in office and was duly qualified to be a Director and had been entitled to vote.

MINUTES

46. MINUTES

- (a) The Board must cause minutes to be kept in accordance with the Act for the purposes of recording:
 - (i) the names of the Directors present at each meeting of the Directors and of Directors present at each meeting of any Committee of the Board;
 - (ii) all orders, resolutions and proceedings of general meetings and of meetings of Directors and of Committees of the Board;
 - (iii) such matters as are required by the Act to be recorded in the record books of RLSSA including without limitation all declarations made or notices given by any Director of his interest in any contract or proposed contract or the holding of any office or property whereby any conflict of duty or interest may arise.
- (b) Such minutes shall be signed by the Chair of the meeting, or the Chair of the next succeeding meeting and minutes which purport to be signed accordingly shall be received in evidence without any further proof as sufficient evidence that the matters and things recorded by such minutes actually took place or happened as recorded, and of the regularity of such matters and things, and that the same took place at a meeting duly Convened and held.

SECRETARY

47. APPOINTMENT AND TENURE

- (a) There must be at least one (1) Secretary appointed by the Board for a term and on conditions determined by the Board.
- (b) The Board may remove any Secretary so appointed.
- (c) A Director cannot be appointed as a Secretary.

EXECUTION OF DOCUMENTS

48. EXECUTION OF DOCUMENTS

- (a) Without limiting the manner in which RLSSA may execute any approved contract, including as permitted under section 126 of the Act, RLSSA may execute any agreement, deed or other document by:
 - (i) two (2) Directors signing the same; or
 - (ii) one (1) Director and one (1) Secretary signing the same.

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- (b) Nothing in this Constitution requires RLSSA to execute any agreement, deed or other document under common seal for the same to be effectively executed by RLSSA.

ACCOUNTS AND INSPECTION OF RECORDS

49. ACCOUNTS AND INSPECTION

- (a) The Board shall cause proper financial records to be kept and must distribute copies of the financial reports of RLSSA and a Director's report in accordance with the requirements of the Act.
- (b) The Board must also from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of RLSSA or any of them will be open to the inspection of Members.

NOTICES

50. SERVICE OF NOTICES

- (a) A notice may be given by RLSSA to any Member by:
- (i) serving it on the Member personally;
 - (ii) sending it by post to the Member or leaving it at the Member's address shown in the Register or otherwise the address supplied by the Member to RLSSA for the giving of notices;
 - (iii) facsimile to the facsimile number supplied by the Member to RLSSA for the giving of notices; or
 - (iv) sending it to the electronic address supplied by the Member to RLSSA for the giving of notices.
- (b) Any Member who has not left at or sent to the Office their place of address for inclusion in the Register as the place at which notices may be given to the Member shall not be entitled to receive any notice.
- (c) Where a notice is sent by post, service of the notice shall be taken to be effected by properly addressing, prepaying and posting a letter containing the notice and shall be deemed to have been effected on the day after the date of posting. Service of a notice to a Member outside Australia shall be deemed to have been made in the ordinary course of the post.
- (d) Where a notice is sent by facsimile or other electronic means, service of the notice shall be taken to be effected by properly addressing and sending the notice and in such case shall be taken to have been effected on the business day after it is sent.
- (e) Evidence of service of a notice may be established by proving that the envelope containing the notice and stamped appropriately was properly

posted and a certificate given by any Officer of RLSSA to that effect shall be conclusive evidence of service.

51. NOTICES OF GENERAL MEETING

Subject to **clause 50(b)**, notice of every general meeting must be given in any manner authorised by this Constitution to:

- (a) every Member; and
- (b) the auditor for the time being of RLSSA.

WINDING UP

52. WINDING UP

52.1 Winding Up

- (a) If any surplus remains following the winding up of RLSSA, the surplus will not be paid to or distributed amongst Members, but will be given or transferred to another institution or corporation which has:
 - (i) objects which are similar to the Objects;
 - (ii) a constitution which requires its income and property to be applied in promoting its objects;
 - (iii) a constitution which prohibits it from paying or distributing its income and property amongst its Members to an extent at least as great as imposed on RLSSA by **clause 5(e)**; and
 - (iv) which is endorsed as a DGR.
- (b) The identity of the corporation or institution is to be determined by the Members at or before the time of dissolution and failing such determination being made, by application to the Supreme Court for determination.

52.2 Revocation of DGR Endorsement

In the event that RLSSA ever has its endorsement as a DGR revoked, RLSSA must transfer all remaining gifts, deductible contributions and any money received in respect of such gifts and contributions to another DGR, such DGR to be determined by the Members and failing such determination being made, by application to the Supreme Court for determination.

INDEMNITY

53. INDEMNITY

To the extent permitted by law every Officer (and former Officer) of RLSSA shall be indemnified out of the funds of RLSSA against all costs, expenses and liabilities

incurred as such an Officer or employee (or former Officer or employee). No such Officer (or former Officer) however shall be indemnified out of the funds of RLSSA under this clause unless:

- (a) it is in respect of a liability to another Person (other than RLSSA or a Related Body Corporate to RLSSA) where the liability to the other Person does not arise out of conduct involving a lack of good faith; or
- (b) it is in respect of a liability for costs and expenses incurred:
 - (i) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the Officer (or former Officer) or in which the Officer (or former Officer) is acquitted; or
 - (ii) in connection with an application, in relation to such proceedings, in which the court grants relief to the Officer (or former Officer) under the Act.

54. PAYMENT OF INDEMNITY POLICY PREMIUM

- (a) To the extent permitted by law RLSSA may at the discretion of the Board enter into and/or pay a premium in respect of a policy of insurance insuring an Officer (or former Officer) of RLSSA against any liability incurred by such person in that capacity (whether in respect of acts or omissions prior to or after the date of the issue of the policy or both) except for:
 - (i) a liability arising out of conduct involving a wilful breach of duty in relation to RLSSA; or
 - (ii) a contravention of sections 182 or 183 of the Act.
- (b) The Board shall have the discretion to approve the terms and conditions of any such policy of insurance.
- (c) Where an Officer (or former Officer) has the benefit of an indemnity pursuant to an insurance policy in respect of his actions or omissions then RLSSA shall not be required to indemnify the Officer under **clause 53** except to the extent that the indemnity affected by the insurance policy does not fully cover the person's liability.

55. INDEMNITY TO CONTINUE

The indemnity granted by RLSSA contained in **clause 53** and **54** shall continue in full force and effect notwithstanding the deletion or modification of that clause, in respect of acts and omissions occurring prior to the date of the deletion or modification.