

# CONFIDENTIAL DISCUSSION DRAFT

sub-Branch Company LIMITED  
ACN



R S L N S W

## MODEL CONSTITUTION

*[for a company limited by guarantee]*

*“The Price of Liberty is Eternal Vigilance”*

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**Constitution of sub-Branch Company Limited (ACN [insert number])**  
**Adopted on [insert date]**

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**1. sub-Branch Company**

- 1.1 The sub-Branch Company is a not-for-profit company limited by guarantee which was established and continues to operate as a charity.
  - 1.2 The sub-Branch Company is an RSL NSW sub-Branch and is bound to comply with the RSL NSW Constitution.
  - 1.3 The sub-Branch Company must only pursue the Charitable Purpose.
  - 1.4 The provisions of the Corporations Act that apply as replaceable rules are displaced by this Model Constitution and do not apply to the sub-Branch Company.
  - 1.5 While the sub-Branch Company is a registered charity, the ACNC Act and the Corporations Act override any clauses in this Model Constitution which are inconsistent with those Acts.
  - 1.6 If the sub-Branch Company is not a registered charity (even if it remains a charity), the Corporations Act overrides any clause in this Model Constitution which is inconsistent with that Act.
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**2. Charitable Purpose**

- 2.1 The purpose of the sub-Branch Company is the charitable purpose set out in the RSL NSW Constitution and assisting, supporting and facilitating RSL NSW in carrying out and maintaining their joint Charitable Purpose including by fulfilling its obligations as an RSL NSW sub-Branch under the RSL NSW Constitution.
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**3. Application of income and property**

- 3.1 The sub-Branch Company is a not-for-profit entity which operates as a charity and its income and assets:
  - a) must only be used to carry out the objects in pursuit of its Charitable Purpose; and
  - b) must not be distributed, paid or transferred, directly or indirectly, by way of profit to the Corporate Member or an RSL NSW Member;
  - c) must only be distributed, paid or transferred, directly or indirectly in accordance with the RSL NSW Constitution.
- 3.2 Clause 3.1 above does not prevent the sub-Branch Company from making reasonable and proper payments in good faith to any person including the Corporate Member or a person who is an RSL NSW Member if the payment is:
  - a) a payment for the purpose of carrying out, undertaking, supporting or maintaining the Charitable Purpose and/or for undertaking all things necessary, ancillary or incidental to carrying out, undertaking, supporting or maintaining the Charitable Purpose;
  - b) for goods or services supplied or provided to the sub-Branch Company in the ordinary course of it pursuing or carrying out its Charitable Purpose and its functions as an RSL NSW sub-Branch;

- c) a commercial rent for property used by the sub-Branch Company which has the prior approval of the sub-Branch Board;
  - d) reimbursement for out of pocket expenses incurred as a sub-Branch Director, sub-Branch Member or contractor of the sub-Branch Company, in connection with sub-Branch Company business and activities in accordance with any approved expenditure policy issued under this Model Constitution;
  - e) a payment made to any sub-Branch Officer under the indemnity provisions in clause 22 below; or
  - f) a premium for insurance cover to indemnify an sub-Branch Officer.
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#### **4. Limited liability**

- 4.1 The liability of the Corporate Member is limited to an amount not exceeding \$10 which the Corporate Member must contribute to the property of the sub-Branch Company if the sub-Branch Company is wound up. This contribution will be used to pay:
    - a) any debts and liabilities of the sub-Branch Company; and/or
    - b) the costs associated with the winding up.
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#### **5. Amendments to this Model Constitution**

- 5.1 This Model Constitution, and any provision in this Model Constitution, may only be amended, repealed or replaced by a unanimous resolution passed by the RSL NSW Board.
  - 5.2 Any amendment to, or repeal or replacement of, this Model Constitution, will take effect from the date of a unanimous resolution by the RSL NSW Board, or from any later date specified in the resolution passing the amendment, repeal or replacement, and subject to any condition or requirement imposed by the resolution, or under this Model Constitution being met.
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#### **6. Powers of sub-Branch Company**

- 6.1 The sub-Branch Company has all the powers of a natural person and may from time to time invest any or all of its assets and income, provided that all income earned from such investment is applied or invested in accordance with:
  - a) this Model Constitution; and
  - b) in accordance with the obligations of the sub-Branch Company as a sub-Branch under the RSL NSW Constitution.
- 6.2 The business of the sub-Branch is otherwise to be conducted in accordance with the RSL NSW Constitution.
- 6.3 Without limiting clause 6.1 above, the sub-Branch Company may invest in, and provide loans (whether on a secured or unsecured basis) and make donations to organisations affiliated with the sub-Branch Company in pursuit of the Charitable Purpose, including to RSL NSW.

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## **7. Sub-Branch Members**

- 7.1 For the avoidance of doubt, this Model Constitution does not affect or limit the rights of the sub-Branch or any sub-Branch Member under the RSL NSW Constitution.

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## **8. Corporate Member**

- 8.1 The sub-Branch Company has a Corporate Member.
- 8.2 The Corporate Member has all the rights, powers, privileges and obligations granted to it under this Model Constitution and all relevant laws of the State of New South Wales and the Commonwealth of Australia.
- 8.3 The Corporate Member may appoint a delegate to attend a Corporate Annual General Meeting or a Corporate General Meeting or otherwise exercise the rights and duties of the Corporate Member under this Model Constitution.

### **Cessation of Corporate Member**

- 8.4 Subject to clause 7.5 below, a person ceases to be a Corporate Member 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.

### **Admission of replacement member**

- 8.5 If the sub-Branch Company only has one Corporate Member, that person ceases to be a Corporate Member on it passing a resolution to admit another person as a Corporate Member in its place, subject to that person:
- a) consenting to become a Corporate Member; and
  - b) having its name entered on the register.

### **Corporate Membership not transferable**

- 8.6 A right, privilege or obligation which a person has by reason of being a Corporate Member:
- a) is not capable of being transferred or transmitted to another person; and
  - b) terminates upon cessation of the person's membership.

## **Resignation**

- 8.7 A Corporate Member may by written notice to the sub-Branch 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 Corporate Member remains liable after resignation for all money due by the member to the sub-Branch Company, in addition to any sum for which the member is liable under clause 4 above.

## **Limited liability**

- 8.8 A Corporate Member has no liability, except as set out in clause 4 above.

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## **9. Corporate meetings**

- 9.1 The sub-Branch Company must hold a Corporate Annual General Meeting at least once in every year.
- 9.2 At least thirty (30) days notice of the Corporate Annual General Meeting must be given to the Corporate Member.
- 9.3 In addition to the Corporate Annual General Meeting, Corporate General Meetings may be called by the sub-Branch Directors or the Corporate Member by giving at least thirty (30) days' notice of the date, time and place of the meeting to the other parties unless the parties otherwise agree.
- 9.4 A request under clause 9.3 above must be signed by each person or body making the request and be accompanied by details of any proposed resolution.
- 9.5 Any meeting held under this clause 9 may only be attended by the sub-Branch Board and the Corporate Member.

## **Quorum**

- 9.6 No business may be transacted at any sub-Branch Corporate General Meeting unless a quorum is present at the time when the meeting transacts that business. The presence of the Corporate Member and two Directors will constitute a quorum (whether present by proxy, attorney or corporate representative).
- 9.7 If within half an hour after the appointed time for the commencement of a Corporate General Meeting a quorum is not present, the meeting:
- a) is to stand adjourned to the same day in the following week at the same time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to the Corporate Member given before the day to which the meeting is adjourned) at the same place.
- 9.8 If at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting, the number of persons present at the adjourned meeting are to constitute a quorum.

## **Special Resolutions**

- 9.9 A special resolution may only be passed by the sub-Branch Company in accordance with the Corporations Act (See Sec 9 as to the meaning of a special resolution and Sec. 249 L(1)(c)).

## **Voting Rights**

- 9.10 The Corporate Member (by its delegate) and the members of the sub-Branch Board, attending the Meeting, may vote on any resolution at a sub-Branch Corporate General Meeting. The delegate of the Corporate Member and the sub-Branch Board Members shall each have one vote.

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## **10. sub-Branch Board**

### **Number of sub-Branch Directors**

- 10.1 The sub-Branch Company is governed by the sub-Branch Board which is to be comprised of no less than 3 and no more than 7 sub-Branch Directors.

### **Eligibility to be a sub-Branch Director**

- 10.2 To be a sub-Branch Director, a person must;
- a) be a Fit and Proper Person; and
  - b) within six (6) months of being elected, and with no prior experience as a sub-Branch Director, successfully complete a governance training course prescribed by RSL NSW;
  - c) have been elected to the sub-Branch Executive in accordance with the RSL NSW Constitution.
- 10.3 To be a sub-Branch Director, a person must not:
- a) have had their RSL NSW Membership cancelled at any time;
  - b) have been removed from holding any office within RSL NSW or a sub-Branch at any time;
  - c) be bankrupt, insolvent or have ever been convicted of an indictable offence;
  - d) have been disqualified by any means from managing a corporation under the Corporations Act 2001, suspended, removed or disqualified as a responsible person under the ACNC Act, fined, convicted or found by the Minister not to be a fit and proper person under the Charitable Fundraising Act.

### **Director Appointment and Term of Office**

- 10.4 A sub-Branch Director will be appointed following the sub-Director's election to the sub-Branch Executive pursuant to clause 15.9 of the RSL NSW Constitution. The Corporate Member may withhold consent to the appointment of any sub-Branch Director who is not eligible to be a sub-Branch Director, whether under Clause 10.2 or 10.3, and such sub-Branch Director shall vacate his/her Directorship forthwith upon being notified that the consent of the Corporate Member to his/her appointment is withheld.
- 10.5 A sub-Branch Director will hold office for such time as they remain on the sub-Branch Executive unless removed under this Model Constitution or until the sub-Branch Director's office is vacated under this Model Constitution.

### **Vacation of office**

- 10.6 The office of a sub-Branch Director will be automatically vacated, and the sub-Branch Director will cease to hold office if the sub-Branch Director:

- a) ceases to be eligible to serve on, is removed or resigns from the sub-Branch Executive in accordance with the RSL NSW Constitution.
- b) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the laws relating to mental health;
- c) otherwise no longer fulfils the eligibility criteria in clause 10 of this Model Constitution.

### **Casual Vacancy**

- 10.7 Notwithstanding clause 10.6 above, the sub-Branch may appoint any other eligible person as a sub-Branch Director to fill a casual vacancy subject to a sub-Branch resolution conducted in accordance with the RSL NSW Constitution.
- 10.8 If a casual vacancy has not been filled, then the Corporate Member can fill the vacancy with a person eligible under the RSL NSW Constitution.

### **Auditor cannot be Director**

- 10.9 An auditor of the sub-Branch Company or partner or employee or employer of the auditor must not be a sub-Branch Director.

## **11. Meetings of sub-Branch Directors**

### **Board meetings and quorum for sub-Branch Board meetings**

- 11.1 Unless clause 11.2 of this Model Constitution applies:
  - a) the sub-Branch Directors may meet for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit;
  - b) the sub-Branch Directors may determine the quorum necessary for the transaction of business;
  - c) until a determination under clause b) is made, the quorum will be four (4) sub-Branch Directors; and
  - d) if a quorum is present at the beginning of the meeting, it is deemed to be present throughout the meeting even if a sub-Branch Director absents himself or herself, or absents from voting, for any reason.
- 11.2 In the event of a vacancy or vacancies in the office of a sub-Branch Director or offices of sub-Branch Directors, the remaining sub-Branch Directors may act but, if the number of remaining sub-Branch Directors is not sufficient to constitute a quorum at a meeting of sub-Branch Directors, they may only act for the purposes of increasing the number of sub-Branch Directors to a number sufficient to constitute a quorum or of convening a sub-Branch Company general meeting.

### **Calling of Board meeting and place of meeting**

- 11.3 A sub-Branch Director may at any time call a meeting of sub-Branch Directors.

### **Board meeting competent to exercise all powers**

- 11.4 A meeting of the sub-Branch Directors at which a quorum is present may exercise all or any of the powers and discretions vested in or exercisable by the sub-Branch Directors generally.



## **Resolution passed deemed to be determination of Board**

- 11.5 Any resolution properly passed at a duly convened meeting of the sub-Branch Directors at which a quorum is present will be deemed to be a determination by all the sub-Branch Directors comprising the sub-Branch Board for the purposes of this Model Constitution.

## **Chair of Board meetings**

- 11.6 The sub-Branch Directors may elect a chair and deputy chair of their meetings and determine the period they are to hold office. If no chair or deputy chair is elected, or if elected, both the chair and deputy chair decline to act, or if at any meeting neither the chair nor the deputy chair is present within 15 minutes of the time appointed for the meeting, the sub-Branch Directors present at the meeting must choose one of their number to be chair of the meeting.

## **Questions to be decided by majority**

- 11.7 Questions arising at any meeting will be decided by a majority of votes of sub-Branch Directors present and entitled to vote on the resolution. If necessary, the chair of the meeting will have a casting vote in addition to any vote he or she has as a sub-Branch Director.

## **Circular Resolutions**

- 11.8 If a majority of sub-Branch Directors entitled to attend at the meeting of the sub-Branch Directors and vote on the resolution sign a document containing a statement that they are in favour of a resolution or resolutions set out in the document, the resolution or resolutions will be valid as if passed at a meeting of the sub-Branch Directors duly convened and held. Copies of the document may be distributed for signing by different sub-Branch Directors, but each copy must have identical wording. The resolution is, or resolutions are, passed when the last sub-Branch Director signs the document.

## **Validity of acts of Directors**

- 11.9 All acts done by any meeting of the sub-Branch Directors or by a committee of the sub-Branch Directors or by any person acting as a sub-Branch Director are valid even if it is discovered afterwards that there was some defect in the appointment or election of any sub-Branch Director or person acting as a sub-Branch Director or that any sub-Branch Director was disqualified or had vacated office or was otherwise not entitled to vote or act.

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## **12. Use of Technology**

- 12.1 Any meeting, including the Corporate Annual General Meeting, under this Model Constitution may be called or held by telephone or by using any other technology consented to by the sub-Branch Directors and the Corporate Member. The consent may be a standing one and may only be varied or withdrawn by a further ordinary resolution of the sub-Branch Directors or Corporate Member.

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## **13. Conflicts of Interest**

- 13.1 A sub-Branch Director must disclose to the sub-Branch Board any pecuniary or other material interest in a matter that is being considered at a meeting of sub-Branch Directors (or that is proposed in a circular resolution) which raises, or may appear to raise, an actual or perceived conflict of interest.

- 13.2 A sub-Branch Director's disclosure may be a standing one.
- 13.3 If all the sub-Branch Directors have the same conflict of interest, the relevant decision will be made by the Corporate Member at a Corporate General Meeting.
- 13.4 The disclosure of a conflict of interest by a sub-Branch Director and the particulars of the disclosure must be recorded in the minutes of the meeting at which the disclosure is given.
- 13.5 A sub-Branch Director who has disclosed the nature of an interest in any matter, must not, unless the sub-Branch Board otherwise determines:
- a) be present during any deliberation of the sub-Branch Board with respect to the matter; or
  - b) take part in any decision of the sub-Branch Board with respect to the matter.
- 13.6 Whilst the sub-Branch Board is making a determination under clause 13.5 above, a sub-Branch Director who has disclosed an interest in a matter must not:
- a) be present during any deliberation of the sub-Branch Board for the purpose of making the determination, or
  - b) take part in the making of the determination by the sub-Branch Board.
- 13.7 A contravention of this section does not invalidate any decision of the sub-Branch Board.
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#### **14. Powers of sub-Branch Directors**

- 14.1 Subject to the Corporations Act and this Model Constitution, the affairs and operations of the sub-Branch Company will be managed by the sub-Branch Directors who may exercise all of the powers of the sub-Branch Company that are not by this Model Constitution required to be exercised by the Corporate Member or, under the RSL NSW Constitution, the sub-Branch Members .
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#### **15. Delegation of powers**

- 15.1 The sub-Branch Directors may at any time delegate their powers:
- a) to a committee or committees comprising:
    - (i) sub-Branch Directors; or
    - (ii) at least one sub-Branch Director and sub-Branch Member; or
  - b) a single sub-Branch Director;
- 15.2 A delegation under clause 15.1 above must:
- a) be given in accordance with a resolution passed by the sub-Branch Directors;
  - b) be in writing;
  - c) expressly specify the power delegated, and any limitations, restrictions and conditions on any delegation, including the time for which the delegation will be in force.
- 15.3 The sub-Branch Board may not delegate the power to delegate.

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## **16. Books and Records**

### **Minutes**

- 16.1 The sub-Branch Directors must ensure that minute books are kept in which are recorded the following:
- a) the names of the sub-Branch Directors present at each meeting of the sub-Branch Directors and of any committee of sub-Branch Directors;
  - b) all declarations made, or notices given by any sub-Branch Director (either generally or specially) of his or her interest in any contract or proposed contract or of his or her holding of any office or property by which any conflict of duty or interest may arise;
  - c) all resolutions and proceedings of general meetings of the sub-Branch Company, meetings of the sub-Branch Directors and meetings of any committee of the sub-Branch Directors; and
  - d) resolutions passed by the Corporate Member or sub-Branch Directors without a meeting pursuant to clause 11.8 above.
- 16.2 Any minutes of any Corporate General Meetings, meetings of the sub-Branch Directors or meetings of any committee of the sub-Branch Directors must be signed within a reasonable time after the meeting by the chair of the meeting or by the chair of the next succeeding meeting and once signed will be evidence of the matters stated in the minutes.

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## **17. Financial records and statements**

### **Financial records**

- 17.1 The sub-Branch Directors must cause financial and other records to be kept that:
- a) correctly record and explain the transactions, operations, and financial position and performance of the sub-Branch Company;
  - b) enable true and fair financial statements to be prepared and audited; and
  - c) permit any other documents required to be prepared pursuant to (as applicable) the AASB requirements, the ACNC Act, the Tax Act, the Charitable Fundraising Act and this Model Constitution.
- 17.2 The records described in clause 17.1 above must be kept:
- a) in English or easily convertible into English;
  - b) in a manner which will enable them to be conveniently and readily accessible;
  - c) for seven years after the completion of the transactions or operations to which they relate; and
  - d) at the registered office or at any other place the sub-Branch Directors think fit and at all times be open to inspection by the sub-Branch Directors.

### **Presentation of financial statements and Auditor's Report**

- 17.3 Any financial statements of the sub-Branch Company must be prepared in accordance with the RSL NSW Constitution and presented to the Corporate Member at the Corporate Annual

General Meeting along with the auditor's report. For the avoidance of doubt, financial statements must also be presented at the sub-Branch Annual General Meeting in accordance with the RSL NSW Constitution.

## **Financial Year**

- 17.4 The financial year of the sub-Branch Company is:
- a) the period of time commencing on the date of incorporation of the sub-Branch Company and ending on the following 30 June, and
  - b) each period of 12 months after the expiration of the previous financial year of the association, commencing on 1 July and ending on the following 30 June.

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## **18. Auditors and audit**

- 18.1 The sub-Branch Company must have its financial reports audited by an auditor appointed by the sub-Branch Board.
- 18.2 The auditor must be appointed in accordance with the RSL NSW Constitution.

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## **19. Inspection of records**

- 19.1 Without limiting any rights which the Corporate Member may have under this Model Constitution, the RSL NSW Constitution or otherwise, the Corporate Member shall have the right to inspect any account, book or document of the sub-Branch Company concerning the operation and management of the operations of the sub-Branch Company.

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## **20. Notice**

- 20.1 Where any notice must be given under this Model Constitution it may be given in writing either by email or by post.

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## **21. Winding up**

- 21.1 Subject to clause 21.2 below, upon the winding up or dissolution of the sub-Branch Company if there remains after satisfaction of all its debts and liabilities any property whatsoever, the property must not be paid to or distributed amongst the sub-Branch Members.
- 21.2 Provided that RSL NSW continues to fulfil the requirements of clause 21.3 below, the sub-Branch Company must give or transfer any property and assets available after all liabilities of the sub-Branch Company have been discharged, to RSL NSW. If RSL NSW does not fulfil the requirements of clause 21.3 below, then any property and assets available upon a winding up or dissolution after all liabilities of the sub-Branch Company have been discharged must be given or transferred to another entity having similar charitable purposes as the sub-Branch Company to be chosen by a majority resolution of sub-Branch Members at a sub-Branch General Meeting.
- 21.3 Property of the sub-Branch Company must be dealt with by the sub-Branch Company in accordance with clause 21.2 above provided that:
- a) RSL NSW continues to have charitable purposes similar to the Charitable Purpose; and

- b) the RSL NSW Constitution prohibits the distribution of its income and property among RSL NSW Members to an extent at least as great as is imposed on the sub-Branch Company under or by virtue of clause 21.1 above.
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## **22. Indemnity and insurance**

### **Indemnity**

22.1 To the extent permitted by law:

- a) the sub-Branch Company must indemnify each sub-Branch Director, and may indemnify any other officer of the sub-Branch Company against any liability (other than legal costs) incurred in acting as a sub-Branch Director of the sub-Branch Company, other than:
  - (i) a liability owed to the sub-Branch Company or a Related Body Corporate;
  - (ii) a liability for a pecuniary penalty order; or
  - (iii) a liability that did not arise out of conduct in good faith;
- b) the sub-Branch Company must indemnify each sub-Branch Director, and may indemnify any other officer of the sub-Branch Company for costs and expenses incurred by a sub-Branch Director or, where applicable, other officer of the sub-Branch Company, in defending an action for a liability incurred in acting as a sub-Branch Director or, where applicable, other officer of the sub-Branch Company, except for legal costs incurred:
  - (i) in defending or resisting any proceedings, whether civil or criminal, in which the sub-Branch Director or, where applicable, other officer of the sub-Branch Company, is found to have a liability for which they could not be indemnified under clause a) above;
  - (ii) in defending or resisting criminal proceedings in which the sub-Branch Director or, where applicable, another officer of the sub-Branch Company, is found guilty;
  - (iii) in defending or resisting proceedings brought by a regulator or by a liquidator for a court order if the grounds for making the order are found by the court to have been established, except for costs incurred in responding to actions taken by regulator or a liquidator as part of an investigation before commencing proceedings for the court order; or
  - (iv) in connection with proceedings for relief to the sub-Branch Director or, where applicable, other officer of the sub-Branch Company in which the relief is denied by the court; and
- c) the sub-Branch Company may make a payment, or agree to make a payment, whether by way of advance, loan or otherwise, for any legal costs incurred by a sub-Branch Director or, where applicable, other officer of the sub-Branch Company on the condition that the sub-Branch Director or, where applicable, other officer of the sub-Branch Company, must repay the amount paid by the sub-Branch Company to the extent that the sub-Branch Company is ultimately found not liable to indemnify the sub-Branch Director or, where applicable, other officer of the sub-Branch Company for those legal costs.

## Insurance

- 22.2 To the extent permitted by law the sub-Branch Company may pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been a sub-Branch Director or other officer of the sub-Branch Company other than a liability arising out of:
- a) conduct involving wilful breach of duty in relation to the sub-Branch Company; or
  - b) a contravention of any legislation or regulation applicable to sub-Branch Company including but not limited to the Charitable Fundraising Act or the ACNC Act or ACNC Regulations.

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## 23. Dispute Resolution and Disciplinary Procedures

Any Dispute or Disciplinary matter arising in relation to the sub-Branch Company must be dealt with in accordance with the RSL NSW Constitution.

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## 24. Interpretation

- 24.1 If there is any inconsistency between this Model Constitution and the RSL NSW Constitution, then, to the extent of any inconsistency, the RSL NSW Constitution shall prevail subject to the relevant laws of the State of New South Wales and the Commonwealth of Australia.
- 24.2 A reference in this Model Constitution to the sub-Branch Company means this company as incorporated pursuant to the RSL NSW Constitution and all relevant laws of the State of New South Wales and the Commonwealth of Australia.
- 24.3 For the purposes of this Model Constitution, a reference to [name] sub-Branch RSL NSW Member is a reference to an RSL NSW Member who has been admitted into the RSL NSW Membership Register and who has been recorded as being attached to the sub-Branch Company under the RSL NSW Constitution and is not the Corporate Member.
- 24.4 The sub-Branch Company must comply with all of its obligations under the RSL NSW Constitution and all relevant laws.
- 24.5 In this Model Constitution, unless the context otherwise requires:
- a) a reference to:
    - (i) the singular includes the plural and vice versa;
    - (ii) a gender includes every gender;
    - (iii) the Act, any section, regulation or schedule of the Act or any other legislation is a reference to that law as amended, consolidated, supplemented or replaced;
    - (iv) **in writing** or **written** includes printing, lithography, photography and other means of representing or reproducing words in a visible form;
    - (v) any person includes a reference to any individual, company, body corporate, association, partnership, firm, joint venture, trust or government agency;
    - (vi) the word **including** or **includes** means **including but not limited to or including without limitation**; and

- b) headings are for convenience only and must be ignored in interpreting this Model Constitution.
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## 25. Definitions

25.1 In this Model Constitution, words with a capital letter have the meaning set out below:

**AASB** means the Australian Accounting Standards Board.

**ACNC** means the Australian Charities and Not-for-Profit Commission.

**ACNC Act** means the *Australian Charities and Not-for-Profits Commission Act 2012* (Cth).

**ACNC Regulations** means the *Australian Charities and Not-for-Profits Commission Regulation 2013* (Cth).

**Charitable Fundraising Act** means the *Charitable Fundraising Act 1991* (NSW).

**Charitable Purpose** means the purpose set out in clause 2 of this Model Constitution and being the same charitable purpose as set out in the RSL NSW Constitution.

**Charter** means a document issued by RSL NSW to an RSL NSW sub-Branch which confirms that the sub-Branch is entitled to operate and represent that it is a sub-Branch on the terms set out in the RSL NSW Constitution.

**Corporate Annual General Meeting** means an annual general meeting of the sub-Branch Company held in accordance with the Corporations Act under this Model Constitution.

**Corporate General Meeting** means a general meeting of the sub-Branch Company held in accordance with the Corporations Act under this Model Constitution and includes the Corporate Annual General Meeting.

**Corporate Member** means the member of the sub-Branch Company as required for it to be a company limited by guarantee and is RSL NSW.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Dispute** means a disagreement, grievance, complaint in relation to matters arising out of this Model Constitution.

**Fit and Proper Person** means a person having the attributes of good character, diligence, honesty, integrity and judgement which can reasonably be expected of an RSL NSW Member under the RSL NSW Constitution or of any office held under this Model Constitution.

**Membership Register** means the register of all RSL NSW Members established and kept by RSL NSW under the RSL NSW Constitution.

**Model Constitution** means the constitution of the sub-Branch Company for the time being in force and as defined as a Model sub-Branch Constitution in the RSL NSW Constitution.

**Related Body Corporate** means a related body corporate as described under s50 of the Corporations Act.

**RSL NSW** means The Returned and Services League of Australia (NSW Branch) incorporated under the RSL NSW Act.

**RSL NSW Act** means the RSL NSW Act 2018 (NSW).

**RSL NSW Constitution** means the constitution of RSL NSW as amended from time to time.

**RSL NSW Member** means a person admitted in a category of membership pursuant to the RSL NSW Constitution.

**RSL NSW Membership** means membership of RSL NSW.

**RSL NSW sub-Branch** means a sub-Branch of RSL NSW holding a Charter issued pursuant to the RSL NSW Constitution.

**sub-Branch** means [name] RSL NSW sub-Branch.

**sub-Branch Company** means [name] RSL NSW sub-Branch Limited, ACN [XXXXXX].

**sub-Branch Board** means the sub-Branch Directors acting as a board of directors of the sub-Branch Company and as the sub-Branch Executive.

**sub-Branch Director** means a sub-Branch Director of the sub-Branch Company from time to time.

**sub-Branch Executive** means the executive of this sub-Branch as appointed pursuant to the RSL NSW Constitution.

**sub-Branch General Meeting** means a general meeting of sub-Branch Members held in accordance with the RSL NSW Constitution and is not a Corporate General Meeting for the purposes of this Model Constitution.

**sub-Branch Member** means the RSL NSW Members attached to the sub-Branch.

**sub-Branch Officer** means a Director and any other relevant officer, employee, former officer or former employee of the sub-Branch Company.

**Tax Act** means the *Income Tax Assessment Act 1997* (Cth).