LEGACY
SOUTH AUSTRALIA & BROKEN HILL

Serving the families of those who served.

Legacy Club of South Australia and Broken Hill Inc.

ABN: 48 827 750 273

Constitution

Adopted at the Annual General Meeting on 17 September 2026.

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CONSTITUTION OF LEGACY CLUB OF SOUTH AUSTRALIA & BROKEN HILL INCORPORATED

1. THE CLUB

The name of the Club is **LEGACY CLUB OF SOUTH AUSTRALIA & BROKEN HILL INCORPORATED.** Members our bound by this Constitution. The Club is a Member Club of Legacy Australia Incorporated and is bound by the Constitution and Bylaws of Legacy Australia Incorporated.

2. MEMBERSHIP

a. The Club shall consist of a limited number of persons whose principal place of residence is within;

i. the State of South Australia, or
ii. the City of Broken Hill and such surrounding districts thereof in the State of New South Wales as determined by the Board;

and may admit to membership any person who shares the ideals and obligations of Legacy as stated in Legacy Australia Incorporated Bylaw 2 Clause 2.11.1.

b. The maximum number of Members shall be fixed by the Board from time to time provided that it is not reduced to less than the number required by State legislation to form an incorporated association.

c. The Club shall be non-sectarian and apolitical.

3. INTERPRETATION

a. In the interpretation of this Constitution ~~and Rules~~ except when excluded by the context:

"ACNC" means the Australian Charities and Not-for-profits Commission.

"Act" means the Associations Incorporation Act (SA) 1985, or such other legislation as may replace that Act, in each case as amended from time to time.

"Allied Veteran" has the meaning as defined in Legacy Australia Incorporated Bylaw 1 Clause 1.5.

"Appointed Director" means a Board appointed Director with special skills that would be deemed to be of assistance to the Board, who is elected pursuant to clause 8 h.

"Board" means the Board of Directors of the Club comprised as set out in clause 7.

"Casual Vacancy" means a Board position that becomes vacant due to the resignation or removal of a Director or where the position remains vacant at an Annual General Meeting.

"Chair" means a Director elected by the Board to lead the Board and manage its affairs.

"Club" means the Legacy Club of South Australia & Broken Hill Incorporated.

"Code of Conduct" means the Code of Conduct contained in the By-Laws of Legacy Australia Incorporated and as amended from time to time.

"Code of Legacy" means The Code of Legacy contained in the Legacy Australia Incorporated Constitution and as amended from time to time.

"Committee" means a committee appointed by the Board.

"National Conference" means a periodic Conference of all Legacy Clubs of which due notice has been given to all Legacy Clubs.

"Director" means a member of the Board.

"Elected Director" means a Director, other than the President and Vice Presidents, who is elected pursuant to clause 8 a.

"Dependant" means a person who is eligible for benefits in accordance with Legacy Australia Incorporated Bylaw 1 Clause 1.5 and Bylaw 5.

"Financial Member" means, for the purposes of a clause of this Constitution, any Member who, as at the date which is relevant for the purposes of that clause, has paid all subscriptions payable by that Member and has no levies or liabilities of any kind due to the Club.

"Group" means all of the Members whose principal place of residence is within a specific area or district as shall be determined from time to time by the Board.

"Legacy Youth" means a Legacy beneficiary 25 years old or younger and in receipt of Legacy benefits.

"Legatee" means a Member or a member of another Legacy Club or Chartered Legacy Foundation.

"Member Club" means a Legacy club that holds a Charter issued by Legacy Australia Incorporated and is bound by the Constitution and By Laws of Legacy Australia Incorporated.

"Member" means a person who has been admitted to membership of the Club, whose name appears on the Register of Members, and whose membership of the Club has not terminated, and includes a Reserve Member.

"Members participating" means the Board may approve that specified meetings may be conducted using remote access facilities, to include Members, Directors, and other authorised attendees including audio and video technology, that allows those participating at the meeting to clearly and simultaneously communicate with each other and vote electronically. The Board may also direct that special procedures be adopted to verify the identity of those using remote access facilities. A person participating at the meeting, by remote access, is taken to have voted in person. Proxies when allowed, shall be submitted in the designated form.

"Month" means one of the twelve named months of the year.

"month" means the period between the day of one Month and the corresponding day of the following Month, or if there is no such corresponding day then the last day of that following Month.

"Public Officer" means a person appointed as Public Officer pursuant to clause 8 f.

"Register of Members" means the register kept pursuant to clause 24.

"Reserve Member" means a Member who is offered Reserve Membership by the Board and transferred to the Register of Reserve Members.

"Secretary" means the Chief Executive Officer, or appointed delegate, who shall be the Club Secretary and perform the duties required of the Public Officer of the Club pursuant to the Act.

"Section" means all of the Members whose principal place of residence is within a specific area or district as shall be determined from time to time by the Board.

"Special Resolution" means a resolution passed at a duly convened meeting of the Members of the Club if—

i. at least 21 days written notice specifying the intention to propose the resolution as a special resolution has been given to all Members; and
ii. it is passed at a meeting referred to in this paragraph by a majority of not less than three-quarters of such Members as, being entitled to participate at the meeting, vote in person or, where proxies are allowed, by proxy, at that meeting.

"Veteran" has the meaning as defined in Legacy Australia Incorporated Bylaw 1 Clause 1.5.

Words imparting the singular shall include the plural and the words imparting the plural shall include the singular.

4. ELIGIBILITY FOR LEGACY BENEFITS

Legacy benefits must be made available only in accordance with the Code of Legacy.

5. OBJECTS AND POWERS

The objects for which the Club is established are:

a. to provide for the maintenance, support, education, benefit or advancement in life of Dependants; and

b. to support The Returned & Services League of Australia Ltd and other organisations in all worthy actions affecting the interests of Dependants;

and for the purpose of carrying out its objects, the Club may, subject to the Act:

c. acquire, hold, deal with, and dispose of, any real or personal property;

d. administer any property on trust;

e. open and operate Authorised Deposit-taking Institution (ADI) accounts;

f. invest its moneys—

   i. in any security in which trust moneys may, by Act of Parliament, be invested; or
   ii. in any other manner authorised by this Constitution;

g. borrow money upon such terms and conditions as the Club thinks fit;

h. give such security for the discharge of liabilities incurred by the Club as the Club thinks fit;

i. appoint agents to transact any business of the Club on its behalf; and

j. enter into any other contract it considers necessary or desirable.

6. REMEMBRANCE

One minute's silence shall be observed at an appropriate time at all meetings of the Club.

7. BOARD OF DIRECTORS

a. The management of the Club shall be vested in the Board.

b. The Board shall consist of the following:

   i. The President who shall be elected pursuant to Clause 8 a.
   ii. Two Vice Presidents who shall be elected pursuant to Clause 8 a.
   iii. Four Elected Directors who shall be elected pursuant to Clause 8 a.
   iv. Up to two Appointed Directors who shall be appointed pursuant to Clause 8 h.

8. ELECTION OF DIRECTORS AND CHAIR AND APPOINTMENT OF AUDITOR

a. The President, Vice Presidents and four Directors shall be elected by the membership for a term which commences at the conclusion of the meeting at which they are elected and

concludes at the end of the Annual General Meeting in the year two years after they were elected. A member, to be eligible for election as President or Vice President, must have served as a Director of the Club.

b. For the purposes of clause 8 a, a person;

   i. who holds the position of President is not eligible to be re-elected as President until the Annual General Meeting in the year two years after they ceased to hold that position, and
   ii. who holds a position as a Director (including as President or Vice President) for four consecutive terms pursuant to clause 8 a. is not eligible to be re-elected as a Director until the Annual General Meeting in the year two years after they ceased to hold the position of Director for those consecutive terms;

   and to avoid any doubt, time served filling a casual vacancy pursuant to clause 10 a. is not to be taken into account for the purposes of this clause 8 b. and this clause 8 b. does not limit the powers of the Board to make appointments pursuant to clauses 8 h. and 10 a.

c. The Public Officer shall call for nominations for the vacant positions on the Board by notice in writing to all of the Members at least six weeks prior to the date of the Annual General Meeting. A nomination will be valid if it is a nomination in writing of any person who is a Financial Member at the time when the nomination is received by the Public Officer signed by the person so nominated and by at least two other Financial Members, who have been Members for at least two years, for a specified vacant office provided that it is received by the Public Officer not less than four weeks prior to the Annual General Meeting.

d. Not less than four weeks before the Annual General Meeting the Public Officer will send to all Members the agenda for the Annual General Meeting which agenda must specify the vacant positions to be filled, the persons who have been validly nominated to fill those positions and any limitations on the elections to fill those positions pursuant to clause 8 i.

e. The Board shall, when it fixes the time for the Annual General Meeting, appoint the Public Officer and at least two Members to be the returning officers for the election.

f. At the first Board meeting following the Annual General Meeting, the Board shall elect from its members a Chair, Deputy Chair and Treasurer, and appoint the Public Officer. Non-member Appointed Directors are precluded from holding the position of Chair or Deputy Chair.

g. The Board shall appoint an auditor such that there is at all times a person who currently holds the office of auditor of the Club. Each appointment or replacement of an auditor under this clause should be for a term of not less than 11 Months and not more than 13 Months.

h. The Board may appoint Directors with special skills that would be of assistance to the Board. These Directors shall not be required to be a Legatee and shall be appointed for up to two periods of not more than two years, and shall have full voting and speaking rights at the Board. Such Directors will not have served as a Director of the Club in the two years preceding their appointment.

   A Director who has just left the Board and served their maximum term cannot re-join the Board for a period of two years. If the term served is less than eight years, the Director can renominate to take up a position on the board.

i. There should be at least two Directors who have or have had Australian Defence Force or Allied Veteran service.

9. POWERS OF THE BOARD

a. The executive power of the Club and all statutory responsibilities and obligations shall be vested in the Board.

b. In addition to those powers vested in the Club under and by virtue of the Act, the Board shall have power to:

i. superintend and conduct the business and affairs of the Club;
ii. employ any person including a Chief Executive Officer deemed necessary for the carrying out of the objects of the Club and at any time suspend or discharge any such person and to fix the remuneration to be paid to such person;
iii. take such steps by personal or written appeals, public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Club by way of donations, annual subscription or otherwise; and
iv. do all such other lawful things as are incidental or conducive to the attainment of the objects of the Club.

c. The Board may delegate to the Chief Executive Officer, Groups, Sections and/or Committees any or all of its powers as it may determine from time to time. Every delegation of power by the Board shall be revocable by notice in writing to all persons to whom such power has been delegated and any such delegation or appointment shall not prevent the exercise of any power or function by the Board. No power of the Board shall be presumed or assumed without the express delegation in writing from the Board.

d. The decision of the Board on any matter shall be conclusive and binding on all Members unless and until the same shall have been overruled by a General Meeting.

e. The Board may at its discretion seek such advice either paid or unpaid, as it deems necessary in the performance of its obligations under this Constitution.

10. CASUAL VACANCIES OF AN OFFICE-BEARER OR OTHER DIRECTOR

a. Should any casual vacancy occur in the Board by resignation or other cause, including as to the offices of President or Vice President, subject to clause 10 b. the Board may appoint a Member to fill the vacated position, if;

i. the vacated position was due for re-election at the next Annual General Meeting after the vacancy arises ("the next Annual General Meeting"), or
ii. the vacancy becomes known to the Public Officer more than six weeks before the next Annual General Meeting, or
iii. in relation to the next Annual General Meeting there are insufficient nominations received pursuant to clause 8 c. for the type of office which has become vacant to enable the vacated position as well as all other positions due for re-election to be filled;

for a term expiring at the next Annual General Meeting but otherwise for a term expiring at the Annual General Meeting in the year following the next Annual General Meeting.

b. A casual vacancy in the office of President can only be filled by a Vice President or an Elected Director, in which event the office previously held by the person appointed as President may be filled as a casual vacancy by appointment pursuant to clause 10 a.

c. Any Director absent from three consecutive meetings of the Board may be removed from the Board by a vote of the Board after the Board takes into account any explanation given by that Director for such absences, and the office of that Director may then be filled as a casual vacancy pursuant to clause 10 a.

11. MEETINGS OF THE BOARD

a. The Board shall meet at a place and at a time to be appointed from time to time by the Chair provided that the period between any two consecutive meetings must be no more than two months.

b. No business shall be conducted at a meeting of the Board unless those participating form a quorum of more than half of the Directors.

c. At all meetings of the Board, the Chair shall have a casting as well as a deliberative vote.

12. THE DUTIES OF OFFICE BEARERS AND OTHER BOARD MEMBERS

All members of the Board must, at all times in acting as Board members, comply with the requirements of Governance Standard 5 published by the Australian Charities and Not-For-Profits Commission, or such other standard or regulation as may replace that standard, as modified from time to time.

13. PRESIDENT

The President is the public face of the Legacy Club of South Australia and Broken Hill Inc. and shall:

a. Preside as Chair at all Annual and Special General Meetings of Members and upon the minutes of the previous meeting being confirmed, sign the minutes in the presence of the meeting or sign in the electronic business system containing the minutes at the first opportunity after the meeting.

b. Settle the mode and form of the debate and the decision made on all points of procedure at Annual and Special General Meetings and be subject always to the decision of the majority of the Members participating.

14. VICE PRESIDENTS

The duties of the Vice Presidents shall be to support the President and when required, perform the duties of the President.

15. CHAIR

The Chair shall:

a. Oversee adequate processes to enable the Board to discharge its supervisory role properly and effectively, including:

   i. the general performance of the Board,
   ii. ensure the flow of all relevant financial information to the Board, and
   iii. the establishment and maintenance of systems for information flow to the Board.

b. Call meetings of the Board and upon the minutes of the previous meeting being confirmed, sign the minutes in the presence of the meeting, or sign in the electronic business system containing the minutes at the first opportunity after the meeting.

c. Settle the mode and form of the debate and the decision made on all points of procedure at Board meetings and be subject always to the decision of the majority of Directors participating.

16. TREASURER

a. The Treasurer shall:

   i. control or cause to be controlled all funds of the Club,
   ii. pay or cause to be paid all funds into a Club bank account as soon as practicable after receiving them, and
   iii. pay or cause to be paid the Club debts as they become due.

b. The Treasurer shall keep or cause to be kept accurate records of all financial affairs, money matters and fundraising activities of the Club.

c. All Club payments, transfers of funds and all cheques must be signed or authorised by any two of:

   i. the Treasurer,
   ii. the Board Chair or other nominated Director,
   iii. the Chief Executive Officer,
   iv. an officer nominated for that purpose by the Chief Executive Officer and approved by the Board, or
   v. an officer nominated in accordance with the Board approved Delegation of Authority Policy.

d. The Treasurer or Treasurer's delegate shall submit to the Board regular statements of the financial position of the Club.

e. The Treasurer or Treasurer's delegate shall present the Club's annual financial statements at the Annual General Meeting.

17. POWERS AND DUTIES OF COMMITTEES, GROUPS AND SECTIONS

a. Subject to the delegation of powers by the Board; a Committee, Group or Section shall carry out the functions and duties as determined from time to time by the Board.

b. No business shall be conducted at any meeting of a Committee, Group or Section unless a quorum of 30 percent of the members of that Committee, Group or Section are participating at that meeting.

18. ADMISSION OF MEMBERS

a. An application for the admission of a proposed new Member must be made in writing to the Board by two Members both of whom shall have been Members for a period of not less than two years and who are Financial Members at the time at which the application is made.

b. The Board will determine the application for membership in accordance with clause 2 of this Constitution and in accordance with the procedure specified by the Board from time to time.

19. CODE OF CONDUCT AND DISCIPLINARY PROCEEDINGS

a. The Members, non-member Appointed Directors, staff and volunteers of the Club shall be required to abide by the Code of Conduct.

b. Failure to comply with the Code of Conduct or other misconduct or inactivity specified in this clause may result in the Board taking such action authorised by this clause as it sees fit.

c. In accordance with this clause, the Board may resolve to warn, suspend, or expel a Member from the Club if the Board considers that:

   i. the Member has breached this Constitution,
   ii. the Member is guilty of any conduct which in the opinion of the Board is unbecoming a Member or is detrimental or prejudicial to the interests of the Club, or
   iii. the Member has failed to take an active part in the work and affairs of the Club.

d. At least 14 days before the meeting at which a resolution under clause 19 c. will be considered, the Secretary must notify the Member in writing:

   i. that the Board is considering a resolution to warn, suspend or expel that Member;
   ii. that this resolution will be considered at a Board meeting and the date, time and place of the meeting;
   iii. what is alleged against the Member; and
   iv. that the Member may provide an explanation to the Board, and details of how to do so.

e. Before the Board may pass any resolution under clause 19 d., the Member must be given an opportunity to explain or defend themselves by:

   i. sending to the Secretary a written explanation before the Board's meeting, and/or
   ii. speaking at the meeting and placing relevant material before the Board.

f. After considering any explanation under clause 19 e., the Board may:

   i. take no further action,
   ii. warn the Member,
   iii. suspend the Member's rights as a Member for a period of no more than 12 months, or
   iv. terminate the membership of the Member.The Secretary must give written notice to the Member of the decision and reason for the decision under clause 19 f. as soon as possible.

g. The Secretary must give written notice to the Member of the decision and reason for the decision under Clause 19 f. as soon as possible.

h. The member has the right to natural justice and may appeal the decision of the Board using such evidence as the Member deems appropriate. Having considered any appeal against its decision under Clause 19.f and taking account of any further evidence, the Board must determine a final outcome.

i. The Secretary must give written notice to the Member of the final decision and reason for the decision under Clause 19.h. as soon as possible.

j. All disciplinary procedures must be completed as soon as reasonably practical.

20. STATUS OF MEMBERSHIP AND RESERVE MEMBERSHIP

a. The Board may in its sole discretion and initiative offer to a Member that they be transferred to the Register of Reserve Members, or a Member may request they be considered for Reserve Membership, provided that:

   i. such Member has rendered distinguished active and continuous service to the Club for at least 15 years or such lesser period as the Board considers sufficient if it considers that there are special circumstances to be taken into account, and
   ii. if such Member's name is transferred to the Register of Reserve Members, they shall only be required to carry out such duties as such Member shall from time to time nominate (if any).

b. The President, or such person as shall be appointed by the President to do so, shall confer with a proposed Reserve Member prior to any formal transfer to the Register of Reserve Members.

21. CESSATION OF MEMBERSHIP

The Board shall be empowered to declare any person no longer a Member should such Member:

a. fail to pay by the 31st December in a year, the subscription due for payment in that year, unless the Member has made payment of that subscription before the Board makes such declaration, or

b. fail to pay a levy imposed pursuant to clause 26 within six months after service of a notice of such levy on him or her, or

c. tenders a resignation in writing, or

d. cease to have a principal place of residence within the geographical areas specified in or pursuant to clause 2.

22. TRANSFER OF MEMBERS

In accordance with the By-Laws of Legacy Australia Incorporated - Legatees – Transfer of Membership:

a. Any member of and recommended by another Legacy club or Chartered Legacy Foundation who is eligible to become a Member under the criteria set out in clause 2. may, at the discretion of the Board be admitted to membership.

b. Any Member who becomes ineligible because of a change in residence to be a Member may be recommended by the Board for transfer to any other Legacy club or Chartered Legacy Foundation.

23. LIABILITY OF MEMBERS

No Member shall, as a consequence of such membership, be under any personal liability to any creditor of the Club.

24. REGISTER OF MEMBERSHIP

A register of the names of the office-bearers and Members (including as a separate sub-section of the register Reserve Members) of the Club shall be kept under the direction of the Public Officer at the Registered Office of the Club.

25. ANNUAL SUBSCRIPTIONS

a. The annual subscriptions payable by Members and Reserve Members shall be such amounts as the Board will determine from time to time. All subscriptions shall be due and payable on the 1st day of July in each year.

b. The Board may in its discretion waive or refund the payment of the subscription or any part thereof payable or paid by any Member or Reserve Member.

26. LEVIES

a. If in the opinion of the Board it is at any time necessary or expedient to augment the funds of the Club to meet any extraordinary expenditure lawfully incurred or to be incurred or for any special purpose consistent with the objects of the Club, the Board shall call a Special General Meeting of the Club to decide upon a levy or levies upon all Members.

b. Upon a decision of members at the Special General Meeting determining to impose a levy or levies, the Board shall cause written notice to be given by circular to Members stating the amount of that levy, the purpose for which the money is to be applied and the date upon which payment is due.

c. The giving or sending of such notice of a levy or levies shall be deemed to be sufficient notice to all Members of the imposition of any levy and the Board shall thereupon proceed to collect the levy or levies without further notice.

27. CONTROL AND INVESTMENT OF FUNDS

The funds and property of the Club shall be vested in the Board PROVIDED THAT:

a. the income and property of the Club raised or received for any of the objects of the Club shall be kept separate and distinct and be known as the "Legacy Club of South Australia & Broken Hill Incorporated Welfare Fund" (in this Constitution called "Welfare Fund") and shall be applied solely towards the promotion of any of the objects of the Club;

b. the subscriptions and other monies raised or received by the Club from Members (other than monies paid by Members for the benefit of the Welfare Fund) shall be kept separate and distinct and be known as the "Legacy Club of South Australia and Broken Hill Incorporated Members' Account" (in this Constitution called "Members' Account") and shall be applied unless otherwise determined by the Board to meet the expenses of operation of the Club and towards the promotion of the objects of the Club;

c. all monies, personal property and real property of any kind paid to or received by the Club by way of gift, donation or bequest shall be paid to the Welfare Fund unless such gift or

donation or bequest is specifically made to and designated as being for the Members' Account.

28. FINANCIAL YEAR

The financial year of the Club shall end on the 30th day of June in each year.

29. AUDIT

a. An auditor shall be a registered company auditor under the Corporations Act 2001 but shall not be a member of the Board or of any Committee to which powers to manage or advise on financial matters have been delegated by the Board.

b. The auditor shall, after conducting the audit, report in writing on the income and expenditure accounts and balance sheets of the Welfare Fund and the Members' Account and of any other funds or accounts operated by the Club as soon as practicable after the expiration of each financial year of the Club, for presentation of such accounts and funds to the Annual General Meeting of the Club.

c. For the purpose of conducting an audit, the auditor shall have access to and may examine all books, papers, deeds, documents, accounts and other records of the Club and make enquiries of any office-bearer, Member or employee of the Club.

d. The auditor shall have power to place before the Board any suggestion or comment, desired to be made concerning the financial affairs or accounting records of the Club.

e. The auditor shall make special audit or examination of any of the funds or accounts of the Club as may from time to time be directed by the Board.

30. ANNUAL REPORT AND BALANCE SHEET

A report by the Board stating fully the proceedings of the Club during the past financial year shall be presented at the Annual General Meeting of the Club together with the accounts of income and expenditure and balance sheets of the Welfare Fund, the Members' Account and any other funds or accounts operated by the Club

31. ANNUAL GENERAL MEETING

a. The Annual General Meeting of the Members of the Club shall be held during September in each year at such time and place as shall be fixed by the Board. At least 14 days notice of the time and place of the Annual General Meeting shall be circularised to all Members.

b. At any Annual General Meeting 20 Members who are Financial Members and participating at the time of the meeting shall form a quorum.

c. If within a quarter of an hour from the time appointed for the meeting a quorum of Members be not participating, it shall stand adjourned to the same place and the same hour on the fourteenth day thereafter; and at such adjourned meeting the Members then participating shall dispose of all business on the notice paper.

d. The meeting chair may, with the consent of the Members participating, adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

e. No business shall be transacted at the Annual General Meeting other than that stated in the notice convening such meeting. Members desirous of having business incorporated in such notice shall give prior notice in writing to the Public Officer on or before the 1st day of July prior to such meeting.

32. SPECIAL GENERAL MEETINGS

a. Special General Meetings of Members of the Club shall be called:

   i. whenever it is considered necessary by the Board, or
   ii. on receipt by the Board of a requisition in writing stating the objects of such meeting and signed by not less than 25 Financial Members.

b. If after 21 days from the receipt of a requisition as provided by paragraph 32 a. ii. of this Clause a Special General Meeting shall not be convened to be held within 28 days from the time of the requisition being received by the Board any one of those who signed the requisition may convene the Special General Meeting.

c. In the event of the meeting being held, the Club shall bear all reasonable costs in connection therewith.

d. No business shall be transacted at a Special General Meeting other than stated in the notice convening the Meeting.

e. A quorum shall consist of:

   i. 20 Financial Members if the meeting is called by the Board,
   ii. 60 Financial Members if the meeting is called other than by the Board.

f. If within a quarter of an hour from the time appointed for the meeting, a quorum of Members is not participating, the meeting shall lapse.

g. The meeting chair may, with the consent of the Members participating, adjourn the meeting from time to time and from place to place but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

33. ATTENDANCE AND VOTING AT GENERAL MEETINGS

Only persons who are Financial Members on the day prior to an Annual General Meeting or a Special General Meeting (collectively a "General Meeting") may participate at that meeting. Members may participate at General Meetings in person, by proxy (subject to the conditions set out below) and by such other method as the Board may from time to time determine including through the use of audio and/or video technology. Voting at General Meetings will be conducted in such manner as the Board may from time to time determine including voting by electronic means whether Members are in person or otherwise.

Subject to the required quorum at a General Meeting, all Financial Members participating shall be entitled to one vote except that the chair of the meeting shall have a casting as well as a deliberative vote, and all other Financial Members of the Club who are not otherwise participating shall be entitled to lodge a proxy vote on any resolution promulgated in the notice of meeting. The procedure for proxy votes is to be as follows:

a. A Financial Member who is not participating at the meeting may appoint a proxy vote on any resolution promulgated in the notice of meeting;

b. For the proxy to be valid it must;

i. be in writing on the form provided with the notice of the meeting,
ii. include the Financial Member's signature, name and date, and
iii. be lodged either by hand, mail or electronic means with the Public Officer of the Club at the Club's registered office and received not later than 24 hours prior to the promulgated time for the start of the General Meeting.
iv. Nominate the Financial Member to whom the proxy is given, i.e. the chair of the meeting or a Financial Member of the Club who is present at the meeting.

c. All valid proxy votes are to be declared to the meeting by the meeting chair prior to the consideration of the relevant resolution.

d. Valid proxy votes are to rank equally with other votes made at the meeting in deciding the results of any resolution.

34. NOTICE

a. At least 14 days notice of the date, time, and place for the holding of any General Meeting of Members of the Club shall be given by written advice circularised to Members.

b. Wherever pursuant to this Constitution notice must be given to a person, notice will be deemed to have been given;

i.when delivered to the person by handing it to them,
ii. 10 business days after posting when posted by ordinary pre-paid post to the postal address of the person as last notified to the Club,
iii. on the day on which Australia Post's records show that it was delivered or made available for collection in the case of Express Post to the postal address of the person as last notified to the Club, or
iv. on the day after transmission in the case of notice by email to the email address of the person as last notified to the Club, provided that the sender's server has not received a message indicating that the transmission has not been successful.

35. MONTHLY MEETINGS

Unless otherwise determined by the Board, the Members shall meet each Month excepting in the months of January and September in each year at such time and place as the Board may from time to time appoint.

36. COMMON SEAL

a. The Board shall provide a Common Seal and shall provide for the safe custody thereof.

b. The Seal Holders shall be the President, the Vice Presidents, the Chair of the Board and the Treasurer.

c. The Seal shall not be affixed to any deed, instrument or document except under and by virtue of the resolution of the Board and in the presence of two Seal Holders who shall attest every instrument or document to which the Seal is affixed and every such instrument or document shall be signed by two Seal Holders at least in the following form:

THE COMMON SEAL of the LEGACY CLUB OF)
SOUTH AUSTRALIA & BROKEN HILL INCORPORATED)
was hereunto affixed this)
day of 20)
in the presence of:)

..... [signature]

..... [name] Seal Holder

..... [signature]

..... [name] Seal Holder

37. EXECUTION OF DOCUMENTS

a. Any agreement, instrument or other document may be made, entered into, executed; or from time to time altered, amended, varied, modified, or cancelled; by or on behalf of the Club by the Board and where not required by law to be under seal, may be executed by the Chief Executive Officer.

b. Any instrument required by law to be under seal shall be executed under the Common Seal of the Club.

38. REGISTERED OFFICE

The registered office of the Club shall be at Torrens Parade Ground, 1 Victoria Drive, Adelaide in the State of South Australia or at such other place as the Board may determine from time to time. All Members must be given not less than seven days advance notice of any change of the location of the registered office.

39. REPEAL AND ALTERATION OF CONSTITUTION AND RULES

The Constitution of the Club may be amended or repealed by a Special Resolution of Financial Members on the Register of Members at any Annual General Meeting or at a Special General Meeting called for that purpose PROVIDED THAT notice of any proposed alteration shall be circularised by the Public Officer to all Members at least three weeks prior to the meeting.

40. IRREVOCABLE RESTRICTION ON DISTRIBUTION TO MEMBERS

The Club must not distribute any asset or income directly or indirectly to a Member or Members where such distribution would be contrary to the Act or the rules which apply to the Club by virtue of its status as a deductible gift recipient as such Act and rules are amended from time to time.

41. DISSOLUTION OF THE CLUB

a. The Club shall not be dissolved except by a Special Resolution of the Financial Members on the Register of Members.

b. If the Club is wound up or its endorsement as a deductible gift recipient is revoked (whichever occurs first), any surplus of the following assets shall be transferred to another organisation with similar objects, which is charitable at law, to which income tax deductible gifts can be made:

i. gifts of money or property for the principal purpose of the Club,
ii. contributions made in relation to an eligible fundraising event held for the principal purpose of the Club, or
iii. money received by the Club because of such gifts and contributions;

and if the Club holds assets other than those specified above, the same shall not be paid to or distributed among the Members, former Members, or associates of Members or former Members, of the Club (as the term "associates" is defined in the Act) but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Club.