

Constitution

Anglican Deaconess Ministries Limited

ACN 069 533 482

A Public Company Limited by Guarantee

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Preamble

Since 1891, the Company's work has responded to context and need, while our enduring mission remains unchanged. The Rev. Mervyn Archdall and his wife Martha were the founders of the Deaconess Institution ministry in Australia, which was modelled on similar work in Germany and England. In 1885, the Sydney Anglican Diocesan Synod passed 'a resolution in favour of deaconess work' and the first Australian ordination of an overseas-trained deaconess, Mary Schleicher, was celebrated in Sydney the following year.

Deaconesses reached out into their communities with the love of Jesus as they served in churches, hospitals, schools and children's homes, and as missionaries both in Australia and overseas. Their ministry work included teaching, encouraging, caring and training. The last deaconess was set apart in 1991, after the role of deacon was opened to women in 1989. Our deaconesses leave us a legacy of sacrificial service and ministry.

1 Definitions and interpretation

1.1 Definitions

In this Constitution unless a contrary intention appears:

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

Alternate Director means a person appointed as an alternate director under clause 22.1.

Annual General Meeting has the same meaning as the term 'AGM' in the Corporations Act.

Appointed Director has the meaning set out in clause 11.2(b).

ASIC means the Australian Securities and Investments Commission.

Auditor means the auditor for the time being of the Company.

CEDISL means the Church of England Deaconess Institution Sydney Limited (ACN 000 869 723).

Chair means a Director elected as the chairperson of a meeting of the Directors in accordance with clause 21.1.

Company means Anglican Deaconess Ministries Limited being an Australian public company limited by guarantee established under the Corporations Act which bears the ACN 069 533 482.

Constitution means this constitution as amended from time to time.

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

Declaration of Faith means the document set out in Schedule 1.

Deductible Contributions means a contribution of money or property as described in item 7 or item 8 of the table in section 30-15 of the Tax Act in relation to a fundraising event held for that purpose.

Deputy Chair means a Director elected as the deputy chairperson of a meeting of the Directors in accordance with clause 21.1.

Director means an individual holding office as director of the Company.

Directors means some or all of the Directors acting as a board.

Dispute has the meaning set out in clause 27.1.

Elected Director has the meaning set out in clause 11.3.

General Meeting means a meeting of the Members of the Company and includes an Annual General Meeting.

Gifts means gifts of money or property for the principal purpose of the Company.

Initial Period has the meaning set out in clause 27.1(a).

Member means a person entered on the Register of the Company as a member.

Object means the object of the Company as set out in clause 2.

Register means the register of members under the Corporations Act and if appropriate includes a branch register.

Registered Office means the registered office for the time being of the Company.

Related Body Corporate has the same meaning it has in the Corporations Act.

Rule means a rule made by the Directors in accordance with clause 16.

Schedule means a schedule to this Constitution.

Secretary means an individual appointed as a secretary of the Company in accordance with clause 17.2.

Special Resolution takes the meaning given by Section 9 of the Corporations Act.¹

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

Virtual Meeting Technology has the same meaning it has in the Corporations Act.²

1.2 Interpretation

In this Constitution unless the contrary intention appears:

- (a) words importing one gender include both genders;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a law includes regulations and instruments made under the law;
- (d) a reference to a clause is a reference to a clause in this Constitution unless otherwise stated;
- (e) a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by the State or the Commonwealth of Australia or otherwise;
- (f) a reference to a meeting includes a meeting by technology provided the technology gives the persons entitled to attend the meeting, as a whole, a reasonable opportunity to participate without being physically present in the same place, and includes a General Meeting:
 - (i) at one or more physical venues;
 - (ii) at one or more physical venues and using Virtual Meeting Technology; and
 - (iii) using Virtual Meeting Technology only;
- (g) a reference to a person being present in person includes a person participating in a meeting as described in clause 1.2(f);

¹ At the time of adoption of this Constitution, section 9 provides that a Special Resolution is a resolution:

(a) of which notice has been given to the Members in accordance with clause 8.3; and
(b) that has been passed by at least 75% of the votes cast by Members entitled to vote on the resolution.

² At the time of adoption of this Constitution, section 9 provides that Virtual Meeting Technology means any technology that allows a person to participate in a meeting without being physically present at the meeting.

- (h) a reference to a “place” includes the place or location where a meeting may be held, is held or is taken to be held under the Corporations Act if Virtual Meeting Technology is used in holding the meeting;
- (i) a reference to a person includes a natural person, corporation or other body corporate;
- (j) “writing” and “written” includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise; and
- (k) Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia.

1.3 Signing

Where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions, or in any other manner approved by the Directors.

1.4 Corporations Act

In this Constitution unless the contrary intention appears:

- (a) expressions in this Constitution that deal with a matter dealt with by a particular provision of the Corporations Act have the same meaning as they have in the Corporations Act;
- (b) “section” means a section of the Corporations Act; and
- (c) while the Company is a registered charity under the ACNC Act:
 - (i) subject to clause 1.4(c)(ii), the provisions of the Corporations Act in Part 2G.2 and Part 2G.3 (other than section 249X) apply as if section 111L(1) of the Corporations Act was not enacted; and
 - (ii) if one of those provisions includes a reference to ASIC, including a reference to lodge any document with, or seek consent or approval from ASIC, that particular requirement does not apply to the Company.

1.5 Headings

Headings are inserted for convenience and are not to affect the interpretation of this Constitution.

1.6 Replaceable rules do not apply

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

2 Object of the Company

2.1 Consistent with the Christian teaching and ethos of the Anglican Church of Australia, the Object of the Company is to promote the Christian faith, as set out in the Declaration of Faith, and advance Christian education including by:

- (a) training, equipping, encouraging and enabling women to serve Christ in the Church, the community and the world through:
 - (i) ministries of bible teaching, evangelising and pastoring;

- (ii) ministries of compassionate care, mercy and justice;
 - (iii) raising up women for practical and public engagement and leadership;
 - (b) providing benevolent relief and ministering to persons suffering from sickness, distress, misfortune, disability, destitution, or helplessness;
 - (c) acting as trustee and performing and discharging any duties and functions that are incidental to that where this is incidental or conducive to the attainment of the Object; and
 - (d) doing such other things, including establishing one or more public funds, as are incidental or conducive to the attainment of the Object.
- 2.2 In pursuing its Object, the Company must act at all times in conformity with the fundamental declarations and ruling principles contained in Part 1 of the Schedule to the *Anglican Church of Australia Constitution Act 1961* (NSW).
- 2.3 The Company values its relationship of respect and goodwill with the Anglican Diocese of Sydney and its Archbishop.

3 Powers

The Company has the legal capacity and powers of an individual and also has all the powers of a body corporate under the Corporations Act.

4 Application of income for Object only

4.1 Application of income and property

The income and the property of the Company, however derived:

- (a) must be applied solely towards the promotion of the Object; and
- (b) may not be paid or transferred to the Members, in whole or in part, either directly or indirectly by way of dividend, bonus, benefit or otherwise.

4.2 Payment in good faith

Clause 4.1 does not prevent payment in good faith to a Member, or to a firm of which a Member is a partner:

- (a) of reasonable remuneration for services to the Company;
- (b) for goods supplied in the ordinary course of business;
- (c) of fair and reasonable interest on money borrowed from a Member at a rate not exceeding that fixed for the purposes of this clause 4.2(c) by the Company in a General Meeting;
- (d) of reasonable rent for premises let by a Member; or
- (e) in furtherance of the Object.

5 Winding up

5.1 Guarantee by Members

- (a) Each Member undertakes to contribute to the Company's property if the Company is wound up while they are a Member, or within one (1) year after they cease to be a Member.
- (b) This contribution is for:
 - (i) payment of the Company's debts and liabilities contracted before they ceased to be a Member;
 - (ii) the costs of winding up; and
 - (iii) adjustment of the rights of the contributories among themselves.
- (c) The amount is not to exceed \$100.

5.2 Application of property

- (a) If any property remains on the winding up or dissolution of the Company and after satisfaction of all its debts and liabilities, then, subject always to clause 5.3, that property may not be paid to or distributed among the Members but must be given or transferred to one or more funds or institutions:
 - (i) having charitable purposes similar to, or inclusive of, the Object; and
 - (ii) that are not-for-profit entities whose governing documents prohibit the distribution of its income and property among its members (if it has members) to an extent at least as great as imposed on the Company under this Constitution.
- (b) The funds or institutions will be determined by the Members at or before the time of dissolution. To the extent that effect cannot be given to clause 5.2(a), then that property referred to in clause 5.2(a) must be given or transferred to the Anglican Diocese of Sydney to apply for charitable purposes similar to, or inclusive of, the Object.

5.3 Transfer of surplus assets – deductible gift recipients

- (a) Where the Company has been endorsed as a deductible gift recipient under Subdivision 30-BA of the Tax Act:
 - (i) as an entity; or
 - (ii) in relation to a fund or institution it operates;and
 - (iii) the Company is wound up;
 - (iv) the fund or institution is wound up; or
 - (v) an endorsement under Subdivision 30-BA of the Tax Act is revoked;then, after payment of liabilities, any surplus:
 - (vi) Gifts;

- (vii) Deductible Contributions; and
- (viii) money received by the Company because of such Gifts or Deductible Contributions;

remaining in the Company, fund or institution (whichever is relevant) must be transferred to one or more funds or institutions that comply with clause 5.2 and are each deductible gift recipients.

- (b) Where the Company operates more than one fund or institution for which it is a deductible gift recipient and its endorsement under Subdivision 30-BA of the Tax Act is revoked only in relation to one of those funds or institutions then it may transfer any surplus assets of that fund or institution after payment of all liabilities to any other fund or institution for which it is endorsed as a deductible gift recipient.

6 Membership

6.1 Number of Members

The maximum number of Members of the Company will be 100 or such other maximum number as the Directors determine from time to time.

6.2 Admission as a Member

The Directors may admit any person as a Member if the person is eligible under clause 6.3 and makes an application in accordance with clause 6.4. The Members at the date of adoption of this Constitution are Members of the Company.

6.3 Membership criteria

To be eligible to be a Member, a person must:

- (a) be a communicant member of the Anglican Church of Australia;
- (b) subscribe to the Declaration of Faith;
- (c) be nominated by 2 existing Members;
- (d) consent in writing to become a Member; and
- (e) agree to be bound by this Constitution.

6.4 Membership process

- (a) The application for membership must be made:
 - (i) accompanied by the signed Declaration of Faith;
 - (ii) in writing, signed by the applicant;
 - (iii) in such form as the Directors may from time to time prescribe; and
 - (iv) accompanied by the membership fee, if any, determined by the Directors.
- (b) Each application for membership must be considered by the Directors within a reasonable period of time after the application is made.
- (c) When an applicant has been accepted or rejected for membership the Secretary must notify the applicant of the decision of the Directors within a reasonable period of time.

6.5 Directors' discretion to admit or refuse admission as a Member

The Directors have the discretion to refuse any person admission as a Member without giving any reason for refusing.

6.6 Registration as Member

If the Directors accept an application for membership, as soon as practicable, the Directors must register the name of the person in the Register.

6.7 Membership terms

From the date of adoption of this Constitution, all membership of the Company (except the membership of Directors) will be renewable every 3 years. At the end of each 3 year period, each Member may reapply for membership.

6.8 Membership fees

The Members must pay such membership fees as prescribed from time to time by the Directors.

6.9 Register

- (a) The Company must establish and maintain a Register. The Register must be kept by the Secretary and must contain:
 - (i) for each current Member:
 - (A) name;
 - (B) address;
 - (C) any alternative address nominated by the Member for the service of notice; and
 - (D) date the Member was entered on to the Register.
 - (ii) for each person who stopped being a Member in the last 7 years:
 - (A) name;
 - (B) address;
 - (C) any alternative address nominated by the Member for the service of notices; and
 - (D) date the membership started and ended.
- (b) The Company must provide access to the Register in accordance with the Corporations Act.

7 Ceasing to be a Member

7.1 Cessation of membership

A Member ceases to be a Member on:

- (a) death;
- (b) resignation by written notice to the Company having immediate effect or with effect from a specified date occurring not more than 7 days after the service of the notice;
- (c) failing to pay any fee that may be prescribed by the Directors from time to time within 12 months after the fee was due and payable;

- (d) becoming of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law related to mental health;
- (e) becoming bankrupt or insolvent or making an arrangement or composition with creditors of a person's joint or separate estate generally;
- (f) no longer willing or able to subscribe to the Declaration of Faith;
- (g) the passing of a resolution by the Directors or Members in General Meeting pursuant to clause 7.2; or
- (h) the expiry of the 3 year term of membership, unless the Member had applied for and been admitted as a Member for the following term.

7.2 Termination of membership

- (a) Subject to this Constitution, the Directors or Members in General Meeting may at any time terminate the membership of a Member if the Member:
 - (i) refuses or neglects to comply with this Constitution or any applicable Rules made by the Directors;
 - (ii) engages in conduct which in the opinion of the Directors is unbecoming of the Member or prejudicial to the interests of the Company;
 - (iii) fails to pay any debt due to the Company within a period of 3 months after the date for payment (such debt not including a fee referred to in clause 7.1(c));
 - (iv) acts or makes statements which in the reasonable opinion of the Directors are inconsistent with or contrary to the Declaration of Faith; or
 - (v) is no longer willing or able to subscribe to the Declaration of Faith.
- (b) For a decision of the Directors or the Members in General Meeting under clause 7.2 to be effective, the general nature of the allegations made against the Member must be notified to the Member in writing and the Member must be given a reasonable opportunity to respond.
- (c) If a dispute arises regarding the termination of a Member's membership under this clause 7.2, the dispute resolution procedure contained in clause 27 must be followed, and for the purposes of clause 27.1, written notification under clause 7.2(b) will be the notice of the dispute (as defined in clause 27.1).

7.3 Limited liability

The Members have no liability as Members except as set out in clause 5.1.

8 General Meetings

8.1 Annual General Meetings

The Company shall hold Annual General Meetings in accordance with Part 2G.2 and 2G.3 of the Corporations Act, as though section 111L of the Corporations Act was never enacted.

8.2 Convening a General Meeting

The Directors may convene and arrange to hold a General Meeting when they think fit and must do so if required to do so under the Corporations Act.

8.3 Notice of a General Meeting

- (a) Notice of a General Meeting must be given in accordance with the Corporations Act and served in accordance with clause 32.
- (b) A Director is entitled to receive notice of and to attend all General Meetings and is entitled to speak at those meetings.

8.4 Calculation of period of notice

In computing the period of notice under clause 8.3, both the day on which the notice is given or taken to be given and the day of the meeting convened by it are to be disregarded.

8.5 Cancellation or postponement of General Meeting

- (a) Where a General Meeting is convened by the Directors they may by notice, whenever they think fit, cancel the meeting or postpone the holding of the meeting to a date and time determined by them.
- (b) This clause 8.5 does not apply to a meeting convened in accordance with the Corporations Act by Members, by the Directors on the request of Members or to a meeting convened by a Court.

8.6 Notice of cancellation or postponement of a meeting

- (a) Notice of cancellation, postponement or change of place of a General Meeting must state the reason for cancellation or postponement and be given:
 - (i) to each Member individually; and
 - (ii) to each other person entitled to be given notice of a General Meeting under the Corporations Act.
- (b) A notice of postponement of a General Meeting must specify:
 - (i) the postponed date and time for the holding of the meeting;
 - (ii) a place for the holding of the meeting which may be either the same as or different from the place specified in the notice convening the meeting; and
 - (iii) if the meeting is to be held in two or more places, the technology that will be used to facilitate the holding of the meeting in that manner.
- (c) The number of clear days from the giving of a notice postponing the holding of a General Meeting to the date specified in that notice for the holding of the postponed meeting must not be less than the number of clear days' notice of the General Meeting required to be given under clause 8.3.

8.7 Business at postponed meeting

The only business that may be transacted at a General Meeting the holding of which is postponed is the business specified in the original notice convening the meeting.

8.8 Proxy at postponed meeting

Where by the terms of an instrument appointing a proxy:

- (a) the proxy is authorised to attend and vote at one or more General Meetings to be held on or before a specified date; and

- (b) the date for holding the meeting is postponed to a date later than the date specified in the instrument of proxy,

then, by force of this clause 8.8, that later date is substituted for and applies to the exclusion of the date specified in the instrument of proxy, unless the Member appointing the proxy gives to the Company at its Registered Office notice in writing to the contrary not less than 48 hours before the time to which the holding of the meeting has been postponed.

8.9 Non-receipt of notice

The non-receipt of notice of a General Meeting or convening, cancellation or postponement of a General Meeting by, or the accidental omission to give notice of a General Meeting or the convening, cancellation or postponement of a General Meeting to, a person entitled to receive notice does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the convening, cancellation or postponement of a meeting.

9 Proceedings at General Meetings

9.1 Number of a quorum

A majority or 12 Members, whichever is the lesser number, present in person are a quorum at a General Meeting.

9.2 Requirement for a quorum

- (a) An item of business may not be transacted at a General Meeting unless a quorum is present when the meeting proceeds to consider it.
- (b) If a quorum is present at the time the first item of business is transacted, it is taken to be present when the meeting proceeds to consider each subsequent item of business unless the chair of the meeting (on the chair's own motion or at the request of a Member or proxy who is present) declares otherwise.

9.3 If quorum not present

If within 15 minutes after the time appointed for a meeting a quorum is not present, the meeting:

- (a) if convened by a Director or at the request of Members, is dissolved; and
- (b) in any other case, stands adjourned to the same day in the next week and the same time and place, or to such other day, time and place as the Directors appoint by notice to the Members and others entitled to notice of the meeting.

9.4 Adjourned meeting

At a meeting adjourned under clause 9.3(b), 3 Members present in person at the meeting are a quorum. If a quorum is not present within 15 minutes after the time appointed for the adjourned meeting, the meeting is dissolved.

9.5 Appointment and powers of chair of General Meeting

If the Directors have elected one of their number as Chair of their meetings under clause 21.1, that person is also entitled to preside as chair at a General Meeting.

9.6 Absence of Chair at General Meeting

If a General Meeting is held and:

- (a) a Chair has not been elected by the Directors; or
- (b) the Chair is not present within 15 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act;

then the following persons may preside as chair of the meeting (in order of precedence):

- (c) the Deputy Chair if a Director has been so elected by the Directors under clause 21.1; or
- (d) a Director or Member elected by the Members present in person to preside as chair of the meeting.

9.7 Conduct of General Meetings

- (a) The chair of a General Meeting:
 - (i) has charge of the general conduct of the meeting and of the procedures to be adopted at the meeting;
 - (ii) may require the adoption of any procedure which is, in the opinion of the chair of the meeting, necessary or desirable for proper and orderly debate or discussion and the proper and orderly casting or recording of votes at the General Meeting; and
 - (iii) may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever the chair of the meeting considers it necessary or desirable for the proper conduct of the meeting.
- (b) A decision by the chair of a General Meeting under this clause 9.7 is final.

9.8 Adjournment of General Meeting

- (a) The chair of a General Meeting may at any time during the meeting adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting either to a later time at the same meeting or to an adjourned meeting at any time and any place, but:
 - (i) in exercising the discretion to do so, the chair of the meeting may, but need not, seek the approval of the Members present in person or by proxy; and
 - (ii) only unfinished business is to be transacted at a meeting resumed after an adjournment.
- (b) Unless required by the chair of a General Meeting, a vote may not be taken or demanded by the Members present in person or by proxy in respect of any adjournment.

9.9 Notice of adjourned meeting

It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for 1 month or more. In that case, notice of the adjourned meeting must be given as in the case of an original meeting.

9.10 Questions decided by majority

Subject to the requirements of the Corporations Act, a resolution is taken to be carried if a simple majority of the votes cast on the resolution are in favour of it.

9.11 Equality of votes – no casting vote for chair

If there is an equality of votes, either on a show of hands or on a poll, then the chair of the meeting is not entitled to a casting vote in addition to any votes to which the chair is entitled as a Member or proxy or attorney, and consequently the resolution fails.

9.12 Voting at a General Meeting

- (a) At any General Meeting a resolution put to the vote of the meeting may be decided on:
 - (i) a show of hands; or
 - (ii) where the meeting is being conducted by Virtual Meeting Technology, such other similar method as determined by the chair of the meeting,unless a poll is properly demanded and the demand is not withdrawn.
- (b) A declaration by the chair of the meeting that a resolution has, on a show of hands (or, where the meeting is being conducted by technology, such other similar method as determined by the chair of the meeting), been carried or carried unanimously, or by a particular majority, or lost, is conclusive evidence of the fact.
- (c) Neither the chair of the meeting nor the minutes need state and it is not necessary to prove the number or proportion of the votes recorded in favour of or against the resolution.

9.13 Poll

If a poll is demanded:

- (a) it must be taken in the manner and at the date and time directed by the chair of a General Meeting and the result of the poll is the resolution of the meeting at which the poll was demanded;
- (b) on the election of a chair of a General Meeting or on a question of adjournment, it must be taken immediately;
- (c) the demand may be withdrawn; and
- (d) the demand does not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

9.14 Votes of Members

- (a) Every Member has one vote.
- (b) Subject to this Constitution, on a show of hands or on a poll, each Member present in person has one vote and has one vote for each proxy they hold.

9.15 Right to appoint proxy

- (a) Subject to the Corporations Act, a Member entitled to attend a meeting of the Company is entitled to appoint another Member as proxy to attend in the Member's

place at the meeting. A proxy has the same right as the Member to speak and vote at the meeting and may be appointed in respect of more than one meeting.

- (b) The instrument appointing a proxy must be in writing under the hand of the appointor or of their attorney duly authorised in writing or, if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised.
- (c) The instrument appointing a proxy will be deemed to confer authority to demand or join in demanding a poll.
- (d) A Member is entitled to instruct their proxy to vote in favour of or against any proposed resolutions. The proxy may vote as they think fit unless otherwise instructed.
- (e) The instrument appointing a proxy may be in the form set out in Schedule 2 to this Constitution.
- (f) The instrument appointing a proxy (along with a certified copy of the power of attorney or other authority, if any, under which it is signed) must be received at:
 - (i) the Registered Office;
 - (ii) such other place within the State, or to an email address, as is specified for that purpose in the notice convening the meeting; or
 - (iii) any other means provided by the Corporations Act, as is specified for that purpose in the notice convening the meeting,

not less than 48 hours before the time for holding the meeting or adjourned meeting or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll. Documents received after this time will not be treated as valid.

- (g) The Company receives a document referred to in clause 9.15(f):
 - (i) if the document is given by electronic means in accordance with the Corporations Act and as specified for that purpose in the notice convening the meeting, when the document is received by the Company as prescribed by the regulations to the Corporations Act; and
 - (ii) otherwise, when the document is received at:
 - (A) the Registered Office; or
 - (B) a place specified for the purpose in the notice of meeting.

9.16 Validity of vote in certain circumstances

Unless the Company has received written notice of the matter before the start or resumption of the meeting at which a person votes as a proxy or attorney, a vote cast by that person is valid even if, before the person votes:

- (a) the appointing Member dies;
- (b) the Member revokes the appointment or authority; or
- (c) the Member is mentally incapacitated.

9.17 Objection to voting qualification

- (a) An objection to the right of a person to attend or vote at the meeting or adjourned meeting:
 - (i) may not be raised except at that meeting or adjourned meeting; and
 - (ii) must be referred to the chair of that meeting, whose decision is final.
- (b) A vote not disallowed under the objection is valid for all purposes.

10 Use of Technology

For the avoidance of doubt, the Company may hold a General Meeting of its Members at 2 or more venues using any technology that gives each Member, as a whole, a reasonable opportunity to participate without being physically present in the same place.

11 Directors

11.1 Number of Directors

The number of Directors must be such number between 8 and 12 as the Directors may determine from time to time and subject to the provisions of the Corporations Act. In the absence of any such determination, the number of Directors will be 12.

11.2 Composition of the Directors

Subject to clause 11.1, the Directors are to be comprised of:

- (a) up to 10 persons who have been elected by the Members (**Elected Directors**); and
- (b) the following appointed Directors:
 - (i) 2 persons appointed by the Anglican Archbishop of Sydney; and
 - (ii) for so long as CEDISL holds assets on trusts which are carried out by the Company, 2 persons appointed by CEDISL,(together, the **Appointed Directors**); and
- (c) the Directors in office at the time of adoption of this Constitution continue in office subject to this Constitution.

11.3 Elected Directors elected at General Meeting

The Company may, at a General Meeting at which an Elected Director retires or otherwise vacates office, by resolution fill the vacated office by electing an individual to that office.

11.4 Women Directors

At least half of the Directors must be women.

11.5 Qualification of Directors

- (a) To be eligible for the office of Director a person must consent in writing to act as a Director.
- (b) Where a person is seeking election at a General Meeting for the first time, the signed consent must be lodged at the Registered Office at least 28 days (or such

other period as determined by the directors) before the date fixed for the holding of the General Meeting.

- (c) In the event that it is required under a law, regulation or guideline applicable to the Company³, the Company must ensure that a majority of the Directors are persons who have a degree of responsibility to the general public.

11.6 Appointment of officers

The Directors are to appoint the other officers of the Company with such frequency as the Directors from time to time determine.

11.7 Terms and retirement of Elected Directors

- (a) Elected Directors are elected for terms of 3 years.
- (b) At each Annual General Meeting, any Elected Director who has held office for 3 years or more since last being elected, must retire from office but is eligible for reappointment, subject to the service limit set out in clause 11.9. A retiring Elected Director holds office until the conclusion of the meeting at which that Director retires.
- (c) The Members may by ordinary resolution increase or decrease the period of time for which an Elected Director holds office under clause 11.7(a).
- (d) The Members may by ordinary resolution remove any Elected Director before the expiration of that Elected Director's period of office, and may by an ordinary resolution appoint another person in the place of that Elected Director.

11.8 Reappointment of Appointed Directors

- (a) The appointor of an Appointed Director under clauses 11.2(b)(i) or 11.2(b)(ii):
 - (i) may at any time remove the Appointed Director from office; and
 - (ii) shall re-affirm the appointment of each Appointed Director every three years from the date of appointment of that Appointed Director, subject to the service limit set out in clause 11.9. If the appointor fails to re-affirm the appointment of any Appointed Director, the office of that Appointed Director position becomes vacant.
- (b) Any appointment, re-affirmation or removal of an Appointed Director must be in writing served on the Company.

11.9 Service limit of Directors

Directors are entitled to a maximum period of 12 years continuous service as a Director from the date of their first appointment or election as a Director, excluding any period of service under clause 11.10. Any Director who has held office for 12 continuous years since the date they were first appointed or elected, must retire from office and is not eligible for reappointment as a Director for a period of 12 months.

11.10 Casual vacancy or additional Director

- (a) The Directors may at any time appoint any person to be an Elected Director, either to fill a casual vacancy or as an addition to the existing Elected Directors, provided

³ Such as where the Company applies for endorsement of the Company or its public fund as a deductible gift recipient and this is a condition for such endorsement.

the total number of Elected Directors does not exceed the number determined in accordance with clause 11.1.

- (b) An Elected Director appointed under clause 11.10(a) holds office until the conclusion of the next Annual General Meeting of the Company but is eligible for election as an Elected Director at that meeting.

12 Remuneration of Directors

The Directors must not be paid any remuneration for their services as Directors.

13 Expenses of Directors

- (a) A Director is entitled to be reimbursed out of the funds of the Company for such reasonable travelling, accommodation and other expenses as the Director may incur when travelling to or from meetings of the Directors or a committee of Directors or when otherwise engaged on the business of the Company.
- (b) Any payment to a Director must be approved by the Directors.

14 Vacation of office of Director

In addition to the circumstances in which the office of a Director becomes vacant under the Corporations Act and this Constitution, the office of a Director becomes vacant if the Director:

- (a) ceases to be eligible under clause 11.5(a);
- (b) resigns from the office by notice in writing to the Company;
- (c) is not present at 3 successive meetings of the Directors without leave of absence from the Directors;
- (d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (e) becomes insolvent or bankrupt, compounds with their creditors, or assigns their estate for the benefit of their creditors;
- (f) becomes prohibited, disqualified or removed from being a Director by reason of any order of any court of competent jurisdiction or regulator; or
- (g) dies.

15 Powers and duties of Directors

15.1 Directors to manage the Company

- (a) The Directors are to manage the business of the Company and may exercise all the powers of the Company that are not, by the Corporations Act or by this Constitution, required to be exercised by the Company in General Meeting.
- (b) The Directors shall use their best endeavours to ensure that the Declaration of Faith is honoured in the conduct of the Company.

15.2 Specific powers of Directors

Without limiting the generality of clause 15.1, and subject to any trusts relating to the assets of the Company, the Directors may exercise all the powers of the Company to:

- (a) borrow or raise money;
- (b) charge any property or business of the Company; and
- (c) give any security for a debt, liability or obligation of the Company or of any other person.

15.3 Delegation

- (a) The Directors may resolve to delegate any of their powers to:
 - (i) a committee in accordance with clause 24;
 - (ii) a Director;
 - (iii) an employee of the Company; or
 - (iv) any other person.
- (b) The power may be delegated for such time as determined by the Directors and the Directors may at any time revoke or vary the delegation.
- (c) The delegate must exercise the powers delegated in accordance with any directions of the Directors, and the exercise of the power by the delegate is as effective as if the Directors had exercised it.
- (d) The Directors may continue to exercise any power they have delegated.

16 Rules

Subject to this Constitution, the Directors may from time to time by resolution make and rescind or alter Rules which are binding on Members for the management and conduct of the business of the Company.

17 Chief Executive Officer, Secretary and Public Officer

17.1 Chief Executive Officer

- (a) The Directors may appoint a Chief Executive Officer on such terms and conditions (including as to remuneration) as they think fit.
- (b) The Directors may delegate any of their powers to the Chief Executive Officer:
 - (i) on the terms and subject to any restrictions they decide; and
 - (ii) so as to be concurrent with, or to the exclusion of, the powers of the Directors,and may revoke the delegation at any time.
- (c) The Chief Executive Officer may be invited to attend all meetings of the Directors but may not hold the office of a Director and is not entitled to vote.

17.2 Secretary

- (a) There must be at least one Secretary who is to be appointed by the Directors.

- (b) The Directors may suspend or remove a Secretary from that office.
- (c) A Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, as determined by the Directors. The exercise of those powers and authorities and the performance of those duties by a Secretary are subject at all times to the control of the Directors.

17.3 Public Officer

The Directors must appoint a person as Public Officer of the Company in accordance with the *Income Tax Assessment Act 1936* (Cth).

18 Appointment of attorney

- (a) By power of attorney, the Directors may appoint any person to be an attorney of the Company, with such powers, authorities and discretions of the Directors as the Directors think fit and for such purposes, period and conditions as determined by the Directors.
- (b) A power of attorney granted under clause 18(a) may contain any provisions for the protection and convenience of the attorney and persons dealing with the attorney that the Directors think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

19 Conflicts of interest

19.1 Disclosure of conflict of interest

A Director must disclose the nature and extent of any actual or perceived material conflict of interest in a matter that is being considered at a meeting of Directors (or that is proposed in a circular resolution):

- (a) to the Directors; or
- (b) if all of the Directors have the same conflict of interest, to the Members at the next General Meeting, or at an earlier time if reasonable to do so.

19.2 Disclosure recorded in minutes

The disclosure of a conflict of interest by a Director must be recorded in the minutes of the meeting.

19.3 Material personal interest

Each Director who has a material personal interest in a matter that is being considered at a meeting of the Directors (or that is proposed in a circular resolution) must not, except as provided under clause 19.4:

- (a) be present at the meeting while the matter is being discussed; or
- (b) vote on the matter.

19.4 Present and voting

A Director may still be present and vote if:

- (a) their interest arises because they are a Member of the Company and the other Members have the same interest;

- (b) their interest arises in relation to remuneration as a Director of the Company;
- (c) their interest relates to an insurance contract that insures, or would insure, the Director against liabilities that the Director incurs as a Director of the Company (see clause 33.2);
- (d) their interest relates to a payment by the Company under clause 33.1, or any contract relating to an indemnity that is allowed under the Corporations Act;
- (e) ASIC makes an order allowing the Director to vote on the matter; or
- (f) the Directors who do not have material personal interest in the matter pass a resolution that:
 - (i) identifies the Director, the nature and extent of the Director's interest in the matter and how it related to the affairs of the Company; and
 - (ii) says that those Directors are satisfied that the interest should not stop the Director from voting or being present.

20 Proceedings of Directors

20.1 Directors' meetings

- (a) The Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.
- (b) A Director may at any time, and the Secretary must on the written request of a Director, convene a meeting of the Directors.

20.2 Questions decided by majority

A question arising at a meeting of Directors is to be decided by a majority of votes of Directors present and entitled to vote, and that decision is for all purposes a decision of the Directors.

20.3 Alternate Director and voting

- (a) A person who is present at a meeting of Directors as an Alternate Director:
 - (i) is entitled to participate and vote in the appointor's place if the appointor would have been entitled to vote and does not participate in that meeting; and
 - (ii) has one vote for each person for whom they have been appointed as Alternate Director.
- (b) If that person is also a Director, then that person also has one vote as a Director in that capacity.

21 Chair and Deputy Chair of Directors

21.1 Election of Chair and Deputy Chair

The Directors may elect from their number a Chair and a Deputy Chair of their meetings and may also determine the period for which the persons elected as Chair and Deputy Chair are to hold office.

21.2 Absence of Chair at Directors' meeting

If a Directors' meeting is held and:

- (a) a Chair has not been elected under clause 21.1; or
- (b) the Chair is not present within ten minutes after the time appointed for the holding of the meeting or is unable or unwilling to act;

then the Deputy Chair, if elected under clause 21.1, must be the chair of the meeting or, if the Deputy Chair is not present, the Directors present must elect one of their number to be a chair of the meeting.

21.3 Casting vote for chair at Directors' meetings

In the event of an equality of votes cast for and against a question, the chair of the Directors' meeting has a second or casting vote.

22 Alternate Director

22.1 Appointment

- (a) Subject to the Corporations Act, a Director may appoint a person, with the approval of the Directors, to be an Alternate Director in the Director's place during such period as the Director thinks fit. The approval of the Alternate Director's appointment may be withdrawn by the Directors at any time and for any reason.
- (b) Subject to the Corporations Act, an appointment of an Alternate Director must be effected by a notice in writing signed by the Director who makes or made the appointment, and delivered to the Company.

22.2 Notice

An Alternate Director is entitled to notice of all meetings of the Directors.

22.3 Alternate Director's powers

An Alternate Director may exercise all the powers of the appointor except the power to appoint an Alternate Director and, subject to the Corporations Act, may perform all the duties of the appointor except to the extent that the appointor has exercised or performed them.

22.4 Alternate Director responsible for own acts and defaults

Whilst acting as a Director, an Alternate Director:

- (a) is an officer of the Company and not the agent of the appointor; and
- (b) is responsible to the exclusion of the appointor for the Alternate Director's own acts and defaults.

22.5 Alternate Director and remuneration

An Alternate Director is not entitled to receive from the Company any remuneration or benefit.

22.6 Termination of appointment of Alternate Director

The appointment of an Alternate Director may be terminated at any time by the appointor even if the period, if any, of the appointment of the Alternate Director has not expired, and terminates in any event if the appointor ceases to be a Director.

22.7 Termination in writing

The termination of an appointment of an Alternate Director must be effected by a notice in writing signed by the Director who made the appointment and delivered to the Company.

22.8 Alternate Director and number of Directors

An Alternate Director is not to be taken into account separately from the appointor in determining the number of Directors.

23 Quorum for Directors' meeting

- (a) At a meeting of Directors, the number of Directors whose presence in person is necessary to constitute a quorum is as determined by the Directors, and, unless so determined, is a majority of Directors holding office or 3, whichever is greater.
- (b) The Directors may act despite a vacancy in their number. If their number is reduced below the minimum fixed by clause 11.1 the Directors may, except in an emergency, act only for the purpose of filling vacancies to the extent necessary to bring their number up to that minimum or to convene a General Meeting.

24 Circular resolutions

- (a) The Directors may pass a resolution without a Directors' meeting being held in the manner set out in this clause 24.
- (b) A circular resolution is passed if at least 75% of Directors entitled to vote on the resolution:
 - (i) sign a document containing a statement that they are in favour of the resolution set out in the document. Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy; or
 - (ii) send an email to the Company confirming that they agree to the proposed resolution, and that email includes the text of the proposed resolution.
- (c) The resolution is passed when the last Director comprising at least 75% of Directors entitled to vote on the resolution signs.

25 Committees

25.1 Delegation to committees

- (a) The Directors may delegate any of their powers, to a committee consisting of such one or more Directors and such other persons as they think fit.
- (b) A committee to which any powers have been delegated under clause 25.1(a) must exercise those powers in accordance with any directions of the Directors. A power so exercised is taken to have been exercised by the Directors.

25.2 Meetings of committees

A committee may meet and adjourn as it thinks proper.

25.3 Chair of a committee

The members of a committee may elect one of their number as chair of their meetings. If a meeting of a committee is held and:

- (a) a chair of the committee has not been elected; or
- (b) the chair of the committee is not present within ten minutes after the time appointed for the holding of the meeting or is unable or unwilling to act;

then the committee members involved may elect one of their number to be chair of the meeting of the committee.

25.4 Determination of questions

- (a) Questions arising at a meeting of a committee are to be determined by a majority of votes of the members present and voting.
- (b) In the event of an equality of votes, the chair of the meeting of the committee does not have a casting vote.

26 Validity of acts of Directors

All acts done at a meeting of the Directors or of a committee of Directors, or by a person acting as a Director are taken as valid as if the relevant person had been duly appointed or had duly continued in office and was qualified and entitled to vote, even if it is afterwards discovered that:

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

27 Dispute resolution

27.1 Handling a dispute

Where there is a dispute, grievance or other disagreement between a Member and the Company, whether arising out of the application of these rules or otherwise (**Dispute**), then either party must, prior to the commencement of any proceedings in a Court or Tribunal or before any authority or board, notify the other in writing of the nature of the Dispute, and the following must occur:

- (a) the Member and the Company must in the period 14 days from the service of the notice of the Dispute (**Initial Period**) use their best endeavours to resolve the Dispute;
- (b) if the Company and the Member are unable to resolve the Dispute within the Initial Period, then the Dispute must be referred for mediation to a mediator agreed by the Member and the Company;
- (c) if the disputants are unable to agree on a mediator within 7 days of the Initial Period, the Member or the Company may request the chairperson of Resolution Institute⁴ to nominate a mediator to whom the Dispute will be referred;

⁴ Resolution Institute is a not-for-profit organisation facilitating dispute resolution – further information can be found at www.resolution.institute.

- (d) the costs of the mediation must be shared equally between the Member and the Company; and
- (e) where:
 - (i) the party receiving the notice of the Dispute fails to attend the mediation required by clause 27.1(b);
 - (ii) the mediation has not occurred within 6 weeks of the date of the notice of the Dispute; or
 - (iii) the mediation fails to resolve the Dispute;

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

27.2 Urgent interlocutory relief

The procedure in clause 27.1 will not apply in respect of proceedings for urgent or interlocutory relief.

28 Execution of documents

Documents executed for and on behalf of the Company must be executed by:

- (a) 2 Directors;
- (b) a Director and the Secretary; or
- (c) such other persons as the Directors by resolution appoint from time to time.

29 Accounts

- (a) The Directors must cause proper financial records to be kept and if required by a law, regulation or guideline applicable to the Company or otherwise considered by the Directors to be appropriate, cause the accounts of the Company to be audited or reviewed accordingly.
- (b) The Directors must distribute to the Members copies of the annual financial reports of the Company accompanied by a copy of the report of the Auditor or reviewer (as required) and report of Directors in accordance with the requirements of a relevant law, regulation or guideline.

30 Seals

30.1 Safe custody of common seals

The Directors must provide for the safe custody of any seal of the Company.

30.2 Use of common seal

If the Company has a common seal or duplicate common seal:

- (a) it may be used only by the authority of the Directors, or of a committee authorised by the Directors to authorise its use; and
- (b) every document to which it is affixed must be signed by a Director and be countersigned by another Director, a Secretary or another person appointed by the

Directors to countersign that document or a class of documents in which that document is included.

31 Inspection of records

31.1 Inspection by Members

Subject to the Corporations Act, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the accounting records and other documents of the Company or any of them will be open to inspection by the Members (other than Directors).

31.2 Right of a Member to inspect

A Member (other than a Director) does not have the right to inspect any document of the Company except as provided by law or authorised by the Directors or by the Company in General Meeting.

32 Service of documents

32.1 Document includes notice

In this clause 32, a reference to a document includes a notice.

32.2 Methods of service

- (a) The Company may give a document to a Member or Director:
 - (i) personally;
 - (ii) by sending it by post to the address for the Member or Director in the Register or an alternative address nominated by the Member or Director;
 - (iii) by sending it to an electronic address nominated by the Member or Director; or
 - (iv) by sending it by such appropriate method as permitted by law.
- (b) A Member or Director may give a document to the Company:
 - (i) by serving it on the Company at the Registered Office;
 - (ii) by sending it by post to the Registered Office;
 - (iii) by sending it to the electronic address nominated by the Company; or
 - (iv) by sending it by such appropriate method as permitted by law.
- (c) Except in relation to service of a document referred to in clause 9.15(f), a document is taken to be given:
 - (i) if it is sent by post, on the 3rd business day after the date of its posting;
 - (ii) if it is sent by electronic transmission, delivery of the document is taken:
 - (A) to be effected by properly addressing and transmitting the electronic transmission; and
 - (B) to have been delivered on the day following its transmission; and
 - (iii) if it is given by such other method as permitted by law, when it is taken to have been given under the method as permitted by law.

32.3 Evidence of service

A certificate in writing signed by a Director or a Secretary stating that a document was sent to a Member by post or electronic transmission (or such other method as permitted by law) on a particular date is prima facie evidence that the document was so sent on that date.

33 Indemnity and insurance

33.1 Indemnity

- (a) The Company must indemnify any current or former Director, Secretary or executive officer of the Company or of a Related Body Corporate of the Company out of the property of the Company against:
- (i) every liability incurred by the person in that capacity; and
 - (ii) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity;
- except to the extent that:
- (iii) the Company is forbidden by law (including the Corporations Act) to indemnify the person against the liability or legal costs;
 - (iv) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by any law; or
 - (v) the person is entitled to be, and is actually, indemnified by another person (including an insurer under any insurance policy).
- (b) The indemnity is a continuing obligation and is enforceable by a person even though they are no longer a Director, Secretary or executive officer of the Company, or of a Related Body Corporate of the Company.

33.2 Insurance

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director or Secretary or executive officer of the Company or of a Related Body Corporate of the Company against liability arising out of conduct by the person in that capacity (**Relevant Conduct**), including a liability for legal costs, unless:

- (a) the Company is forbidden by law to pay or agree to pay the premium in respect of the Relevant Conduct (whether or not the law applies in the particular case); or
- (b) the contract would, if the Company paid the premium, be made void by any law (including the Corporations Act).

33.3 Contract

The Company may enter into an agreement with a person referred to in clauses 33.1 and 33.2 with respect to the matters covered by these clauses. An agreement entered into pursuant to this clause 33 may include provisions relating to rights of access to the books of the Company conferred by the Corporations Act or otherwise by law.

34 Amendment to Constitution

- (a) Subject to clause 34(c), this Constitution may only be amended by Special Resolution of the Members of the Company.
- (b) While the Company is a registered charity under the ACNC Act, the Members must not pass a Special Resolution that amends this Constitution if passing it causes the Company to no longer be a charity.
- (c) Any modification of this Constitution takes effect on the date the Special Resolution is passed or any later date specified, or provided for, in the resolution.

Schedule 1

Declaration of Faith

I am a communicant member of the Anglican Church of Australia, who has usually during the 12 previous months attended services in an Anglican Church.

I believe and hold the truth of the Christian faith as set forth in the Nicene Creed, as well as the Apostles' Creed as set out below:

I believe in God, the Father Almighty,
maker of heaven and earth; and in Jesus Christ, his only Son our Lord,
who was conceived by the Holy Spirit, born of the virgin Mary, suffered under Pontius Pilate,
was crucified, dead, and buried.

He descended into hell.

The third day he rose again from the dead

He ascended into heaven,

and is seated at the right hand of God the Father almighty;

from there he shall come to judge the living and the dead.

I believe in the Holy Spirit;

the holy catholic church;

the communion of saints;

the forgiveness of sins;

the resurrection of the body,

and the life everlasting.

In particular, I believe:

There is only one way to be reconciled to God which is through his Son, Jesus Christ, who died for our sins and was raised for our justification; and

That we are justified before God by faith only.

That God's word written, the canonical Scriptures of the Old and New Testaments, is the supreme authority in all matters of faith and conduct.

I undertake to resign any position I hold in connection with Anglican Deaconess Ministries Limited immediately if at any time I become unable conscientiously to subscribe to this declaration.

Signature

Full name (print)

Date

Schedule 2

Appointment of Proxy - (see clause 9.15(e))

**Anglican Deaconess Ministries Limited
ACN 069 533 482**

I/We, (name)
of (address)
being a member/members of the Company appoint
..... (name)
of (address)
or in their absence (name)
of (address)
as my/our proxy to vote for me/us on my/our behalf at the meeting of the members of the Company
to be held on the day of 20 and at any
adjournment of that meeting.

[TO BE INSERTED IF DESIRED] This form is to be used in favour of / against the resolution
(Strike out whichever is not desired)

[INSERT DETAILS OF SPECIFIC RESOLUTIONS IF DESIRED]

Signed:

Name:

Dated:

This notice must be returned to Anglican Deaconess Ministries Limited ACN 069 533 482 at:
[ADDRESS/EMAIL ADDRESS/FAX No]
by [TIME] on [DATE]
**[INSERT SPECIFIC DETAILS ENSURING THAT THE TIME IS 48 HOURS BEFORE THE TIME
FOR THE MEETING]**