



# CONSTITUTION

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version 3

SUNSHINE COAST DIVISION OF GENERAL  
PRACTICE LTD

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## TABLE OF CONTENTS

1.	GENERAL .....	1
2.	DEFINITIONS AND INTERPRETATION .....	1
3.	OBJECTS AND POWERS.....	4
4.	NON-PROFIT NATURE OF THE COMPANY .....	5
5.	MEMBERSHIP .....	7
6.	TERMINATION OF MEMBERSHIP.....	9
7.	FINANCIAL RECORDS.....	13
8.	GENERAL MEETINGS.....	14
9.	PROCEEDINGS OF MEETINGS.....	16
10.	VOTES OF MEMBERS.....	20
11.	THE BOARD OF DIRECTORS.....	21
12.	EXERCISE OF VOTING POWER.....	24
13.	ALTERNATE DIRECTORS.....	25
14.	PROCEEDINGS OF THE BOARD.....	26
15.	CHAIR OF THE BOARD .....	27
16.	BOARD COMMITTEES AND BY-LAWS.....	28
17.	POWERS OF THE BOARD.....	30
18.	APPOINTMENT OF ATTORNEYS OR AGENTS.....	31
19.	COMPANY SECRETARY.....	31
20.	OTHER SALARIED OFFICERS .....	31
21.	THE SEAL .....	32
22.	MINUTES.....	32
23.	INDEMNITY AND INSURANCE .....	35

A COMPANY LIMITED BY GUARANTEE  
CONSTITUTION  
Of  
SUNSHINE COAST DIVISION OF GENERAL PRACTICE LTD

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1. GENERAL

1.1 Name of Company

The name of the Company is SUNSHINE COAST DIVISION OF GENERAL PRACTICE LTD.

1.2 Replaceable Rules

The Replaceable Rules do not apply to the Company.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In these Rules unless it is inconsistent with the subject or context in which it is used:

‘Act’ means the *Corporations Act 2001* and the *Corporations Regulations 2001* (as defined in the *Corporations Act 1989*) and related corporate regulations;

‘ASIC’ means the Australian Securities and Investments Commission;

‘Allied Health Practice’ means the delivery of services provided by or under the supervision of an Allied Health Professional within the boundaries of the Company

‘Allied Health Professional’ means an Allied Health Professional who is a member of a national body which is registered with Allied Health Practitioners Registration Authority OR who is a member of a national body which is recognised as eligible for a Medicare provider number.

‘Associate Member’ means a .GP or Allied Health Professional who does not seek or qualify for full membership and is granted membership of the Company in accordance with Rule 5 and who is listed in the Register of Members as an Associate Member;, OR a Practice Manager for a General Practice or Allied Health Practice.

‘Annual General Meeting’ or ‘AGM’ means the annual general meeting of the Company;

‘Board’ means all or some of the Directors acting as the board of the Company;

‘business day’ means a day on which banks (as that term is defined in the *Banking Act 1959*) are open for business in the region;

‘Board Committee’ means a sub-committee of the Board to which powers have

been delegated by the Board pursuant to Rule 16;

‘Board Chairman’ means the Director elected to the position of Board Chairman by the Board in accordance with Rule 11.1(e);

‘Community’ means Members of the general public residing within the boundaries of the Division;

‘Company’ means SUNSHINE COAST DIVISION OF GENERAL PRACTICE LTD whose boundaries are defined by the Department of Health and Ageing.

‘Constitution’ means the constitution of the Company, as amended from time to time;

‘Director’ means a person appointed or elected from time to time to the office of director of the Company in accordance with these Rules and an alternate director duly appointed as a Director;

‘Full Member’ means a General Practitioner or Allied Health Professional who is granted membership of the Company in accordance with Rule 5 and who is listed in the Register of Members as a Full Member; ‘General Practice’ means the delivery of services provided by or under the supervision of a General Practitioner within the boundaries of the Company;

‘Practice Manager’ means a natural person whose role is defined as having responsibility for the business management of a General Practice or Allied Health Practice;;

‘General Practitioner’ means a medical practitioner registered with the Queensland Medical Board and registered as a Medical Practitioner in Australia under General Registration and working as such within the boundaries of the Company;

‘Health Services’ means Services delivered with the express aim of enhancing health outcomes for the community;

‘Independent Director’ means a Director who is appointed to the Board by the Board pursuant to Rule 11.1(d);

‘Medical Board’ means the authority responsible for registration of medical practitioners in Queensland;

‘Member’ means a person admitted to a class of membership as set out in Rule 5.2 and the first Members of the Company;

‘Independent Director’ means a Director appointed in accordance with Rule 11.1 (d). ‘Officer’ has the meaning set out in the Act;

‘person’ and words importing ‘persons’ include partnerships, associations, bodies corporate and bodies politic, unincorporated and incorporated by Ordinance, Act of Parliament or registration, as well as individuals;

‘Primary Health Care’ means socially appropriate, universally accessible, scientifically sound first level care provided by a suitably trained workforce

supported by integrated referral systems and in a way that gives priority to those most need, maximises community and individual self-reliance and participation and involves collaboration with other sectors.

It includes the following:

- health promotion;
- illness prevention;
- care of the sick;
- advocacy;
- community development.

and as otherwise described by the Australian Primary Health Care Institute based on “WHO 2003 Primary Health Care – A framework for Future Strategic Directions” [www.anu.edu.au](http://www.anu.edu.au);

‘Register of Members’ means the register of Members of the Company established pursuant to the Act;

‘Registered Address’ means the address of a Member specified in the Register of Members or any other address, of which the Member notifies the Company, as a place at which the Member will accept service of notices;

Registered Health Practitioner is a natural person who is a registered member of a national body that in turn is registered with the Australian Health Practitioner Regulation Agency

‘Registered Office’ means the registered office from time to time of the Company;

‘Replaceable Rules’ means all or any of the replaceable rules contained in the Act from time to time and includes any replaceable rule that was or may become, a provision of the Act;

‘Rules’ means the rules of this Constitution as altered or added to from time to time;

‘Seal’ means the common seal, if any, from time to time of the Company;

‘Secretary’ means any person appointed by the Board from time to time to perform the duties of a company secretary of the Company in accordance with the Act;

‘Voting Member’ means a Full Member who is entitled to vote at a general meeting of the Company in person or by proxy or by postal ballot; and

‘writing’ and ‘written’ includes printing, typing, lithography and other modes of reproducing words in a visible form including in an electronic form.

## 2.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise.

- (a) A gender includes all genders.
- (b) Singular includes plural and conversely.
- (c) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a Rule or paragraph is a reference to a paragraph in the same Rule, for example, Rule 3.2(a) may be construed as paragraph (a) within the same Rule.
- (e) A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it, and all regulations and statutory instruments issued under it.
- (f) Division 10 of Part 1.2 of the Act applies in relation to this Constitution as if it is an instrument made under the Act.
- (g) Subject to a contrary intention in this Constitution, an expression in this Constitution has the same meaning as it has in a related provision of the Act.

## 2.3 Actions authorised under the Act and compliance with the Act

Where the Act authorises or permits a company to do any matter or thing if so authorised by its constitution, the Company is taken by this Rule to be authorised or permitted to do that matter or thing, despite any other provisions of this Constitution.

## 3. OBJECTS AND POWERS

### 3.1 Objects of Company

The objects for which the Company is established are:

- (a) To enhance the Primary Health Care of our Community through the support of General Practice and Allied Health;
- (b) To promote the value and independence of the relationships between clinicians in the Primary Health sector and their patients;
- (c) To facilitate communication and cooperation between those people in Primary Health Care at regional, state and national levels;.
- (d) To establish improved links between the regions' GPs, Allied Health Professionals and the relevant stakeholder and community groups;.
- (e) To promote the provision of education and information resources in population health issues;
- (f) To develop commercial activities for the benefit of the Company and its members;.

- (g) To support the Membership in any other matter the Board deems appropriate from time to time;
- (h) To provide Health Services directly to the Community where such a service gap exists and to do this in conjunction with an integrated Primary Health Care approach that recognises the central role of General Practice.

### **3.2 Not separate objects**

None of the above objects constitute a separate object of the Company, and each object should be construed by reference to the other objects.

### **3.3 Powers of the Company**

The Company may only exercise the powers in section 124(1) of the Act to:

- (a) carry out the objects in Rule 3.1; and
- (b) to do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Company;.
- (c) This Rule shall not restrict or prohibit the exercise by the Company of any power or the doing of any act including the power to charge fees or to charge interest on overdue fees chargeable under this Constitution;.
- (d) The Company has no power to either issue or allot fully or partly paid shares to any person;.
- (e) The Company has no power to either issue or allot fully or partly paid shares to any person;.

## **4. NON-PROFIT NATURE OF THE COMPANY**

### **4.1 Non distribution of profits to Members**

- (a) Subject to paragraph (b), the surpluses, profits or other income and property of the Company must be applied solely towards the promotion of the objects of the Company in Rule 3.1 and no portion of it may be paid or transferred, directly or indirectly, to any Member whether by way of dividend, bonus or otherwise.
- (b) Nothing in paragraph (a) prevents any payment in good faith by the Company of:
  - i. reasonable and proper remuneration to any Member or officer or to a firm of which an officer or Member is a partner, for any services actually rendered or for real property or goods supplied to the Company in the ordinary and usual course of business;
  - ii. the payment or reimbursement of out-of-pocket expenses incurred by a Member or officer or to a firm of which an officer or Member is a partner on behalf of the Company where the amount payable does not exceed an amount previously approved by the Board;

- iii. reasonable and proper rent for premises leased by any Member or to a firm of which an officer or Member is a partner to the Company; or
  - iv. the reduction of the annual subscription of any Member.
- (c) The making of any payment by the Company to a Director, whether directly or indirectly, is prohibited, except:
- i. for the payment of out-of-pocket expenses incurred by a Director in the performance of any duty as a director of the Company and the payment of fees for occupying the office of Director and carrying out the duties and obligations of that office, where the amounts payable, if any, do not exceed reasonable amounts previously approved by the Board;
  - ii. for payment of any service rendered to the Company by the Director in a professional or technical capacity, other than in the capacity as director, where the provision of the service has the prior approval of the Board and is not more than an amount which would be a reasonable commercial payment for the service;

#### **4.2 Limited liability of Members**

- (a) Each Full Member undertakes to contribute to the Company's property if the Company is wound up while the Member is a Full Member or within one year after the Member ceases to be a Full Member. Contributions will be for payment of the Company's debts and liabilities contracted before the Full Member ceases to be a Full Member and of the costs, charges and expenses of winding up and for adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding \$10.00.
- (b) Associate Members shall not bear any liability for the debts or liabilities of the Company in any circumstances nor be liable to pay the guarantee amount of \$10.00.

#### **4.3 No distribution of profits to Members on winding up**

If, on the winding up or dissolution of the Company by any means and for any reason, there remains any property, after the satisfaction of all the Company's debts and liabilities, the property must not be paid to, nor distributed among the Members, but must be given or transferred to:

- (a) one or more institutions nominated by Members by ordinary resolution in general meeting being an organisation or organisations having objects similar to the objects of the Company and which is a public benevolent institution for the purposes of any Commonwealth taxation act.

- (b) if there are no institutions meeting the requirements of sub-paragraph (a), to one or more other institutions nominated by Members by ordinary resolution in general meeting is an organisation or organisations having objects similar to the objects of the Company and which is a public benevolent institution for the purposes of any Commonwealth taxation act; or
- (c) should the members fail to pass such a resolution, then by default by application to the relevant court in the state of Queensland, for determination provided that the organisation or organisation is a public benevolent institution for the purposes of any Commonwealth taxation act.

## 5. MEMBERSHIP

### 5.1 First Members

- (a) The first Members of the Company shall be those Full Members who consent to being named as first Members in the Application for Registration of the Company;
- (b) All other members following this date are to be admitted in accordance with this Rule 5.

### 5.2 Classes of Membership

The following are the classes of Membership of the Company:

- (a) Full Members;
- (b) Associate Members.

### 5.3 Qualification for and rights of membership

#### *Full Members*

- (a) The Board may, at its discretion, admit as a Full Member, a natural person who is a General Practitioner or an Allied Health Professional who is:
  - (b) currently working within the boundaries of the Company or
  - (c) on leave for up to twelve (12) months

A Full Member is entitled to:

- (i) nominate Full Members for election to the Board of the Company;
- (ii) receive notices by any means permitted by law of attend, speak and vote, at a general meeting as a Voting Member;
- (iii) be nominated for, be elected and hold office as a Director;
- iv) receive such benefits as are determined annually by the Board to apply to Full Members, details of which are available for inspection by a prospective or renewing Full Member on the Company's website or as otherwise advised by the Company.

### *Associate Members*

- (a) The Board may, at its discretion, admit as an Associate Member, a natural person who is not a Full Member but who is a General Practitioner or Allied Health Professional, or Practice Manager .who works in a General Practice or Allied Health Practice within the boundaries of the Company who does not seek or qualify for full membership and accepts fees as levied.
  - (i) receive such benefits as are determined annually by the Board to apply to Associate Members, details of which are available for inspection by a prospective or renewing Member on the Company's website or as otherwise advised by the Company.

### **5.4 Application for Membership**

- (a) The Members of the Company are those persons that the Board decides at its absolute discretion to admit to Membership, in accordance with these Rules.
- (b) Every applicant for Membership of the Company shall be proposed by a Full Member to whom the applicant shall be personally known. and shall submit such information as is required by the Board from time to time.
- (c) The application for Membership shall be made in writing signed by the applicant and their proposer and shall be in such form as the Board prescribes, from time to time.
- (d) The need for the applicant to be proposed by a Member of the Company may be waived by the Board if special circumstances exist, for example, if the applicant is suitable for joining the Company but is not known to any of its Members.
- (e) At the next meeting of the Board after the receipt of any application for Membership, such application shall be considered by the Board, which shall thereupon determine upon the admission or rejection of the applicant. The Board is not required to give any reason for the rejection of an application.
- (f) Subject to paragraph (g), when an applicant has been accepted for Membership, the Secretary or other person designated by the Board shall immediately send to the applicant written notice of his/her acceptance.
- (g) The acceptance of an applicant to be a Member is subject to payment of any entrance fee and first annual subscription and if such payment is not made at the latest, within 2 calendar months after the date of the notice of acceptance of Membership application then the Board, may in its discretion, cancel its acceptance of the applicant for Membership of the Company.
- (h) If the applicant is not admitted to Membership in due course, any monies paid by them to the Company must be returned forthwith in full.

- (i) Any certificate of Membership issued by the Company remains the property of the Company.

## **5.5 Fees and subscriptions**

- (a) The joining fee and annual subscription payable by Members of the Company shall be as prescribed by a majority of the Board.
- (b) The Membership year runs from 1 July to 30 June, concurrently with the Company's financial year, lapsing as at end of business on 31<sup>st</sup> August in each year, should the payment of annual subscription fees or other amounts due and owing as at that date, if any, remain unpaid or information required to be provided to the Company under this Rule, is not provided in a manner that is reasonably satisfactory to the Board.
- (c) Annual subscriptions become due and payable in advance for a Membership year on the first day of July in every year, however, on request, a Member required to pay annual subscriptions may, by giving written notice to the Company, be permitted to pay over a period of time as determined at the sole discretion of the Board.

## **5.6 Variation of rights of Members**

The rights attaching to any class of Members (unless otherwise provided by the terms of application for membership of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of Members with at least 75% of the votes in the class, or with the sanction of a special resolution passed at a separate meeting of the Members of that class.

## **5.7 The rights and privileges of every Member are personal to each Member and are not transferable by a Member's own act or by operation of law.**

## **6. TERMINATION OF MEMBERSHIP**

### **6.1 Resignation and removal of a Member**

- (a) A Member may resign their Membership at any time, by giving one month's notice in writing to the Secretary, but shall continue to be liable for all arrears due and unpaid at the date the resignation takes effect and for all other moneys due by that Member to the Company, if a Full Member in addition to any sum not exceeding ten dollars (\$10.00) for which that person is liable as a Member under Rule 4.2 (a).
- (b) A Member may not seek a refund of any annual subscription or entrance fee notwithstanding when the Member resigns their membership.

- (c) The membership of a Member automatically ceases upon any of the following occurring:
  - (i) they have been struck off the register of the Medical Board;
  - (ii) they are convicted of an indictable offence;
  - (iii) they resign and notify the Board pursuant to Rule 6.1(a); or
  - (iv) they no longer meet the eligibility criteria for the particular class of Membership.
  
- (d) The Board may remove any Member from the Register of Members:
  - (i) if they have been suspended by the Medical Board; or
  - (ii) if the Member has failed to pay to any monies due and owing to the Company but unpaid for two (2) calendar months after the Company has served a Demand Notice on the member specifying the amount owing and requiring payment of the monies owing within fourteen (14) days and the Member has failed to comply with the Demand Notice within the fourteen (14) day period; provided however that,
  - (iii) the Board may, at its option after the expiration of the fourteen (14) day period, suspend the Member from enjoying all privileges of Membership whilst monies remain outstanding but may reinstate the Member on payment of all arrears but notwithstanding any delay in taking action to expel a Member under this paragraph, the Board may proceed with expulsion if the Member continues to fail to pay outstanding monies; and
  - (iv) the Directors have served the Member with a Notice of Intention to Expel at least fourteen (14) days' before the proposed expulsion.

## **6.2 Conduct and Competency of Members**

- (a) The Company by special resolution may adopt the Members' Code of Conduct and may amend the Code of Conduct in the same way.
- (b) All Members of the Company are bound to comply with the Members' Code of Conduct.
- (c) If the Company receives from any person a complaint in writing (containing the particulars of the allegations on which the complaint is founded) that a Member has:
  - (i) committed any breach of the Members' Code of Conduct;
  - (ii) willfully refused or neglected to comply with a provision of the Constitution;
  - (iii) conducted themselves in a manner which is unbecoming of a Member or which justifies the taking of disciplinary action against them; or

- (iv) conducted themselves in a manner which is prejudicial to the interests of the Company,
  - (v) then the Board must consider the complaint as soon as practicable.
- (d) The Board (or any person or persons appointed by the Board for the purpose) then may do any one or more of the following:
- (i) they may require the complainant to provide further particulars of the complaint;
  - (ii) they may carry out an investigation into the complaint;
  - (iii) they may attempt to resolve the complaint by reconciliation or mediation in accordance with Rule 6.3;
  - (iv) they may decline to entertain the complaint (because, for example, the complaint is frivolous, vexatious, misconceived or lacking in substance); and/or
  - (v) they may conduct a hearing into the complaint.
- (e) After a hearing of the complaint against a Member, the Board, if they find the complaint substantiated, may do any one or more of the following:
- (i) caution or reprimand the Member;
  - (ii) direct the Member to rectify a breach of the Members' Code of Conduct and specify the manner in which the Member is to do so;
  - (iii) expel or suspend the Member from Membership of the Company.
- (f) The name of any Member expelled from Membership shall be removed from the Register of Members.
- (g) If the Board does not find the complaint substantiated, they must dismiss the complaint.
- (h) Within thirty (30) days of its decision, the Board must give a written statement of the decision to the complainant and the Member against whom the complaint was made. The statement must include the reasons for the decision.
- (i) The Company must deal with any complaint in accordance with the rules of natural justice.
- (j) No matter or thing done or omitted by the Board or by a person acting in accordance with a resolution of the Board subjects the Board or the Company or the person to any liability if the matter or thing was done or omitted in good faith for the purpose of implementing the procedure specified in the Constitution for the determination of complaints and the disciplining of members.

## 1.1 Grievance Procedures & Mediation

- (k) The grievance procedure set out in this rule applies to disputes under these Rules and is available at the discretion of the Board pursuant to Rule 6.2 between:
  - (i) a Member and another Member; or
  - (ii) a Member and the Company.
- (l) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all of the parties.
- (m) If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the parties must, within 10 days, hold a meeting in the presence of a mediator.
- (n) The mediator must be a person chosen by agreement between the parties or in the absence of agreement:
  - (i) in the case of a dispute between a Member and another Member, a person appointed by the Board; or
  - (ii) in the case of a dispute between a Member and the Company, a person who is a mediator under the terms of the *Dispute Resolutions Act (Qld). 1990* and appointed by the Dispute Resolution Centre
- (o) A Member of the Company can be a mediator.
- (p) The mediator cannot be a Member who is a party to the dispute.
- (q) The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- (r) The mediator, in conducting the mediation, must:
  - (i) give the parties to the mediation process every opportunity to be heard;
  - (ii) allow due consideration by all parties of any written statement submitted by any party; and
  - (iii) ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- (s) The mediator must not determine the dispute.
- (t) If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the law or this Constitution in the case of a matter under consideration pursuant to Rule 6.2.

## 7. FINANCIAL RECORDS

### 7.1 Inspection of records of the Company

- (a) The Board may, at its sole discretion, determine whether and to what extent, and at what time and place and under what conditions the financial records and other documents of the Company or any of them will be open to the inspection of persons other than the Directors.
- (b) No person, other than a Director, has the right to inspect any document of the Company except as provided by the Act or as authorised by the Board.

### 7.2 Maintenance of a Gift Fund

The Company must maintain for the principal purpose of the organization a fund ('Gift Fund'):

- (a) to which gifts of money or property for that purpose are to be made.
- (b) to which any money received by the Company because of those gifts is to be credited; and
- (c) that does not receive any other money or property.

### 7.3 Gift Fund Bank Account

- (a) The Company will at all times maintain a separate bank account solely for purpose of receiving gifts into the Gift Fund, only called '*Sunshine Coast Division of General Practice Gift Fund*'.
- (b) If the Fund is wound up or if the Company ceases to maintain endorsement as a deductible gift recipient in respect of the Fund, any surplus assets of the Fund must be transferred to a fund, authority or institution to which income tax deductible gifts can be made.

### 7.4 Limits of Use of Gift Fund

The Company must use the following only for the principal purpose of the Company:

- (a) gifts made to the Gift Fund.
- (b) any money received because of those gifts.

## 8. GENERAL MEETINGS

### 8.1 General meetings

- (a) General meetings of the Company, other than annual general meetings, may be called by the Board and held at the times and places and in the manner determined by the Board. The Members may not convene any meeting of the Company except as permitted by the Act. Only Voting Members may convene a general meeting.
- (b) By resolution of the Board, any general meeting (other than a general meeting which has been convened by Members in accordance with the Act) may be cancelled or postponed prior to the date on which it is to be held.
- (c) Notice of cancellation or postponement of a general meeting must state the reason for cancellation or postponement and be given to each Member, and to each other person, entitled to be given notice of a general meeting under the Law or these Rules.
- (d) A notice of postponement of a general meeting must specify:
  - (i) the postponed date and time for the holding of the general meeting;
  - (ii) a place for the holding of the general meeting which may be either the same as or different from the place specified in the notice convening the meeting; and if the general meeting is to be held in two (2) or more places, the technology that will be used to facilitate the holding of the general meeting in that manner.
- (e) 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 meeting required to be given by this Constitution or the Law.
- (f) The only business that may be transacted at a general meeting the holding of which is postponed is the business specified in the notice convening the meeting.
- (g) Where:
  - (i) by the terms of an instrument appointing a proxy, a proxy is authorised to attend and vote at a general meeting to be held on a specified date or at a general meeting or general meetings to be held on or before a specified date; and
  - (ii) 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, 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.

- (h) The non-receipt of notice of a general meeting or cancellation or postponement of a general meeting by, or the accidental omission to give notice of a general meeting or 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 cancellation or postponement of a meeting.
- (i) The Chair of a general meeting may refuse admission to, or require to leave and remain out of, the meeting any person:
  - (i) in possession of a pictorial-recording or sound-recording device;
  - (ii) in possession of a placard or banner;
  - (iii) in possession of an object considered by the Chair to be dangerous, offensive or liable to cause disruption;
  - (iv) who refuses to produce or to permit examination of any object, or the contents of any object or container, in the person's possession;
  - (v) who behaves or threatens to behave in a dangerous, offensive or disruptive manner; or
  - (vi) who is not:
    - A. a Member (eligible to attend) or
    - B. a proxy of a Voting Member;
    - C. a Director; or
    - D. the auditor of the Company.
- (j) A person, whether or not a Member, who is requested by the Board or the Chair to attend a general meeting as an invitee of the Board, is entitled to be present but may only speak at the meeting with the permission of the Chair.
- (k) Only a Voting Member may appoint a proxy.

## **8.2 Notice of Annual General Meeting**

- (a) Subject to Rule 8.2(b), not less than 21 days' notice (excluding the day on which the notice is deemed to be served and the day of the meeting) of any general meeting including the Annual General Meeting, must be given by the Board in the form and in the manner the Board thinks fit.
- (b) In computing the period of notice under paragraph (a), 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.
- (c) Notice of meetings must be given to the Members and to such persons as are entitled under these Rules or the Act to receive notice. However, the non-receipt of a notice of general meeting by, or the accidental omission to give notice to, any person entitled to receive notice does not invalidate any resolution passed at that meeting.

- (d) If the meeting is to be held at 2 or more places the notice is to set out details of the technology that will be used to facilitate such a meeting and any other matters required to be stated by the Act in relation to the use of such technology.

## 9. PROCEEDINGS OF MEETINGS

### (a) Business of general meetings

- (i) The business of an Annual General Meeting is to:
- (ii) receive and consider the financial and other reports required by the Act to be laid before each Annual General Meeting;
- (iii) to elect or appoint Directors when required to do so under these Rules;
- (iv) when required by law, to appoint an auditor; and
- (v) to transact any other business which, under these Rules, is required to be transacted at any Annual General Meeting.

### (b) All other business transacted at an Annual General Meeting, including any matters transacted at other general meetings, is deemed to be 'special'. Subject to this Rule, no person may move at any general meeting either:

- (i) with respect to any special business of which notice has been given under this Rule, any resolution or any amendment of a resolution; or
- (ii) any other resolution which does not constitute part of special business of which notice has been given under this Rule.

### (c) Auditors or their representative are entitled to attend and be heard on any part of the business of a general meeting which concerns the auditors. The auditors or their representative, if present at the meeting, may be questioned by the Members, as a whole, about the audit.

### (d) All financial reports must be sent to Voting Members and may be forwarded after dispatch of the notice of Annual General Meeting, if so permitted.

### (e) The approval of the Voting Members shall be required before the Board may bind the Company in contract or otherwise to proceed in relation to any of the following matters:

- (i) the sale of the main undertaking or business of the Company;
- (ii) the amalgamation of the Company's business or activities with another organization;
- (iii) any other matter required to be determined by the Members under the Act or these Rules.

## 9.2 Quorum

- (a) No business shall be transacted at any general meeting, including the Annual General Meeting, unless a quorum is present which shall be the number of Voting Members personally present which is equal to the number of Directors eligible to vote at a General meeting plus one.
- (b) If within half an hour from the time appointed for the meeting a quorum is not present in accordance with paragraph (a), the meeting, if convened upon the requisition of voting Members shall be dissolved; if convened by the Board, then it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, be adjourned until further notice.
- (c) No business may be transacted at any meeting except the election of the Chair and the adjournment of the meeting unless the requisite quorum is present at the commencement of the business of the meeting.

## 9.3 Chair of General Meetings

- (a) The Board Chairman is entitled to preside as Chair at all general meetings of the Company.
- (b) In the absence of the Board Chairman, then the Directors present may choose another Director as Chair of the meeting and if no Director is present or if each of the Directors present is unwilling to act as Chair of the meeting, a Voting Member chosen by the Voting Members present is entitled to take the chair at the meeting.

## 9.4 Acting Chair

- (a) If during any general meeting, the Chair acting pursuant to Rule 9.3 is unwilling to take the chair for any part of the proceedings, the Chair may withdraw from the chair during the relevant part of the proceedings and may nominate any other Director to be acting Chair of the meeting during the relevant part of the proceedings.
- (b) Upon the conclusion of the relevant part of the proceedings, the acting Chair must withdraw and the Chair may retake the chair.

## 9.5 General conduct of meeting

- (a) Except as provided by the Act, the general conduct of each general meeting of the Company and the procedures to be adopted at the meeting are as determined by the Chair.
- (b) On a show of hands, every Full Member present in person is entitled to cast one (1) vote each.

- (c) On a poll every Voting Member shall be entitled to cast one (1) vote with respect to their own vote and one (1) vote with respect to each other Voting Member by whom they have appointed to act as a proxy.
- (d) The Chair may, at any time the Chair considers it necessary or desirable for the proper and orderly conduct of the meeting, demand the cessation of debate or discussion on any business, question, motion or resolution being considered by the meeting and require the business, question, motion or resolution to be put to a vote of the Voting Members, subject to paragraph (b).
- (e) The Chair may require the adoption of any procedure which is in the Chair's opinion necessary or desirable for the proper and orderly casting or recording of votes at any general meeting of the Company, whether on a show of hands or on a poll.

## 9.6 Adjournment

- (a) The Chair may at any time during the course of the meeting adjourn from time to time and place to place the meeting or any business, motion, question or resolution being considered or remaining to be considered by the meeting or any debate or discussion and may adjourn any business, motion, question, resolution, debate or discussion either to a later time at the same meeting or to an adjourned meeting.
- (b) If the Chair exercises a right of adjournment of a meeting pursuant to this Rule, the Chair has the sole discretion to decide whether to seek the approval of the Members present to the adjournment and, unless the Chair exercises that discretion, no vote may be taken by the Members present in respect of the adjournment. No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

## 9.7 Voting

- (a) Each motion submitted to a general meeting is to be decided in the first instance by a show of hands. Subject to paragraph (b), in the case of an equality of votes, on both a show of hands and at a poll, the Chair has no casting vote in addition to their own deliberative vote, if any, and the vote or votes to which the Chair may be entitled as a proxy of one or more Voting Members, as the case may be.
- (b) The minutes must record the number of votes cast for and against a motion at a general meeting and the number of abstentions, if any, unless the Board determines otherwise.
- (c) Subject to the requirements of the Act, a resolution (but not a special resolution) is taken to be carried if a simple majority of the votes cast on the resolution are in favour of it.

## **9.8 Declaration of vote on a show of hands - when poll demanded**

- (a) At any general meeting, unless a poll is demanded, a declaration by the Chair that a resolution has been passed or lost, having regard to the majority required, and an entry to that effect in the book to be kept of the proceedings of the Company signed by the Chair of that or the next succeeding meeting, is conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- (b) A poll may be demanded:
  - (i) before a vote on a show of hands is taken;
  - (ii) before the voting results on a show of hands are declared; or
  - (iii) immediately after the voting results on a show of hands are declared.
- (c) A poll may be demanded by:
  - (i) the Chair; or
  - (ii) at least two (2) Voting Members.
- (d) No poll may be demanded on the election of a Chair of a meeting.

## **9.9 Taking a poll**

- (a) If a poll is demanded as provided in Rule 9.8, it is to be taken in the manner and at the time and place as the Chair directs, and the result of the poll is deemed to be the resolution of the meeting at which the poll was demanded.
- (b) The demand for a poll may be withdrawn. In the case of any dispute as to the admission or rejection of a vote, the Chair's determination in respect of the dispute made in good faith is final.

## **9.10 Continuation of business**

A demand for a poll does not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded. A poll demanded on any question of adjournment is to be taken at the meeting immediately and without adjournment.

## **9.11 Special meetings**

All the provisions of these Rules as to general meetings apply to any special meeting of any class of Members which may be held pursuant to the operation of these Rules or the Act.

## **10. VOTES OF MEMBERS**

### **10.1 Voting rights**

- (a) Subject to paragraph (c), each Full Member has the right to vote as described in Rule 5.3
- (b) Where a person appointed as a proxy is entitled to vote in more than one capacity, that person is entitled only to one vote on a show of hands, namely their vote in their own right as a Voting Member personally present.
- (c) No Voting Member or proxy of a Voting Member may vote at any general meeting if the Member's Annual Subscription is more than two (2) months in arrears at the date of the meeting.

### **10.2 Appointment of proxies**

- (a) A Voting Member may appoint one proxy only.
- (b) A proxy need not be a Member of the Company.
- (c) If so determined by the Board, a proxy may be directed, by providing the voting options of 'For', 'Against' and Abstain' on any motion. No Voting Member is obliged to adopt any of these options.
- (d) The instrument appointing a proxy must be at:
  - (i) deposited, duly stamped (if necessary), at the Registered Office;
  - (ii) faxed to the Registered Office; or
  - (iii) deposited, faxed or sent by electronic mail to any other place specified in the notice of meeting, at least forty eight (48) hours (or a lesser period as the Board may determine and stipulate in the notice of meeting) before the time for holding the meeting or adjourned meeting or poll at which the person named in the instrument proposes to vote.
- (e) No instrument appointing a proxy is, except as provided in this rule, valid after the expiration of two (2) months after the date of its execution.

### **10.3 Validity of vote**

A vote given in accordance with the terms of an instrument of proxy is valid notwithstanding the revocation of the instrument of proxy in respect of which the vote is given, provided no notice in writing of the revocation has been received at the Registered Office before the meeting or any adjourned meeting.

#### **10.4 Form and execution of instrument of proxy**

- (a) An instrument appointing a proxy is required to be in writing and in the form which the Board may from time to time decide to accept.
- (b) The instrument of proxy is deemed to include the right to demand or join in demanding a poll and (except to the extent to which the proxy is specifically directed to vote for, against or abstain on any proposal) the power to act generally at the meeting for the Member giving the proxy.
- (c) An instrument appointing a proxy, unless the contrary is stated, is valid for any adjournment of the meeting, as well as for the meeting to which it relates. Any duly signed proxy which is incomplete (other than in relation to a direction or lack of direction in relation to any resolution) may be completed by the Secretary on authority from the Board and as permitted by the Act and the Board may authorise completion of the proxy by the insertion of the name of any Director as the person in whose favour the proxy is given.

#### **10.5 Board to issue forms of proxy**

- (a) The Board may issue a form of proxy for use by the Members with any notice of general meeting of Members or any class meeting of Members. Each form is to make provision for the Member to write in the name of the person to be appointed as proxy and may provide that, if the Member does not so write in a name, or if that person does not attend, then the proxy is to be a person whose name is pre printed on the form.
- (b) The form may include the names of any of the Directors or of any other person as a suggested proxy.

### **11. THE BOARD OF DIRECTORS**

#### **11.1 Directors**

- (a) The first Directors upon registration of the Company hold office until the conclusion of the first annual general meeting of the Company and subject to these Rules, are eligible for re-election or re-appointment.
- (b) The Board of the Company shall consist of:
  - (i) the Board Chairman; and
  - (ii) a minimum of five (5) and a maximum of six (6) other Directors;
  - (iii) 2 elected positions shall be reserved for GPs who are Full Members.
- (c) The Board may reserve 2 Director positions for the appointment of Independent Directors. An Independent Director is a person who is appointed by the Board for an initial two (2) year term and who may serve a maximum of three (3) consecutive terms of two (2) years each. During their term of office, any Independent Director may be removed by the Board subject to any terms of the appointment and the Act.

- (d) The Board Chairman shall be appointed by the Board from among their number, for a one year term but the Board Chairman may only hold office for a maximum of six (6) consecutive terms of one year each. The Directors (other than the Independent Directors) are eligible to stand for a maximum of three (3) consecutive, three (3) year terms.
- (e) Notwithstanding paragraphs (d) and (e), at the end of the maximum terms described in those paragraphs, and after not holding office for a minimum of three (3) years a Director or the Board Chairman may once again nominate and be elected to any those positions.
- (f) At the Annual General Meeting, those Directors (other than the Independent Directors) completing three (3) years' service shall retire from office, but shall be eligible upon nomination for re-election or appointment at that Annual General Meeting or subsequently. However, any Board positions vacated before the completion of a three (3) year term may be filled for the remainder of the original three (3) year term by the Board to fill a casual vacancy.
- (g) The following persons are not eligible to nominate for a position on the Board nor can they be appointed as an Independent Director:
  - (i) any current member of staff or management of the Company; or
  - (ii) any person, whether or not a Member, who is contracted to organisations or companies which provide services that are deemed by the Board to represent a material conflict of interest with those provided by the Company.
- (h) At the Annual General Meeting first following adoption of this amended constitution, one third of the Directors (other than the Board Chairman or any Directors appointed as casual vacancies or as additions to the Board who shall stand down at the Annual General meeting immediately following their appointment) shall stand down with those persons being determined by ballot.
- (i) At the next following Annual General Meeting another 1/3<sup>rd</sup> of Directors (other than the Board Chairman or any Directors appointed as casual vacancies or as additions to the Board who shall stand down at the Annual General meeting immediately following their appointment) shall then stand down but shall, subject to the provisions relating to maximum tenure described in Rule 11(1), be eligible for re-election.
- (j) At the next following Annual General Meeting another 1/3<sup>rd</sup> of Directors (other than any Directors appointed as casual vacancies or as additions to the Board who shall stand down at the Annual General meeting immediately following their appointment) shall then stand down but shall, subject to the provisions relating to maximum tenure described in Rule 11(1), be eligible for re-election.
- (k) The Company, by majority resolution at a general meeting, may change the maximum number of persons to be appointed to the Board of Directors.

## 11.2 Election of Directors

- (a) At the discretion of the Board, the election of the Board shall take place in the following manner or by postal ballot as described in Rule 11.3:
  - (i) Any two (2) Voting Members of the Company shall be at liberty to nominate any eligible person to serve as a Director;
  - (ii) The nomination, which shall be in writing and signed by the Voting Member and his/her proposer and seconder, shall be lodged with the Secretary at least twenty eight (28) days before the Annual General Meeting at which the election is to take place;
  - (iii) A list of the candidates' names in alphabetical order, with the proposers' and seconders' names, shall be sent to all Voting Members at least twenty one (21) days immediately prior to the Annual General Meeting.
  - (iv) Balloting lists shall be prepared (if necessary) containing the names of the candidates in alphabetical order, and each Voting Member shall be entitled to vote for any number of such candidates not exceeding the number of vacancies.
- (b) Subject to Rule 11.1(d), in case there shall not be a sufficient number of candidates nominated, the Board may fill up the remaining vacancy or vacancies. A person appointed by the Board to fill up a casual vacancy under this Rule shall hold office until the next general meeting or annual general meeting.
- (c) The Board, alone, shall appoint the Independent Directors.

## 11.3 Passing of Resolutions – by Postal Ballot

- (a) The Board, at its sole discretion, may decide to put to the Voting Members any ordinary or special resolution by postal ballot in lieu of holding a general meeting including the election of Directors.
- (b) The postal ballot voting system shall be conducted prior to the holding of the relevant general meeting with the results of the ballot being declared by the Chair at the general meeting, in the manner determined by the Board.
- (c) In relation to election of Directors, voting shall be determined by a 'First-past-the-post' election system, namely, should more than one person nominate to be a Director, then the candidate who achieves more votes than any other candidate for the same position shall be elected to that position, provided the successful candidate satisfies all qualification requirements as required by these Rules.
- (d) Should there be equality in the number of votes received by one or more candidates nominating for the same position, then the successful candidate shall be determined by lot conducted by the Secretary and otherwise in accordance with by-laws prescribed by the Board.

- (e) Where there is a single qualified candidate nominated for a position, the candidate shall be declared elected to that position at the AGM without the need for the conducting of a postal ballot in accordance with this rule.
- (f) The Chair of the Annual General Meeting shall declare the results of elections at the Annual General Meeting in the manner determined by the Board.
- (g) The Board may prescribe detailed procedures (not inconsistent with Act and/or this Constitution) for the conduct of the postal ballot voting system.
- (h) The calling of nominations shall follow the procedures set out in Rule 11.2 as far as they are applicable.

#### **11.4 Directors – Vacation from Office**

- (a) Subject to sub-paragraph (b), a person vacates their office as a Director at the conclusion of the meeting at which their term of office expires namely, at the conclusion of the next AGM (subject to their being re-elected or re-appointed as a Director in accordance with this Constitution).
- (b) A Director also vacates their office if they:
  - (i) resign their office by notice in writing to the Company;
  - (ii) other than Independent Directors, no longer meet the eligibility criteria for their membership category;
  - (iii) are declared bankrupt or make any arrangement or composition with their creditors generally;
  - (iv) pursuant to the Act, cease to be a Director or are prohibited from being a director of a company;
  - (v) for more than three (3) consecutive Board meetings are absent from those Board meetings without the permission of the Directors; or
  - (vi) are replaced as a Director by a majority resolution of the Company in general meeting.

## **12. EXERCISE OF VOTING POWER**

### **12.1 Exercise of voting power in other body corporates**

- (a) The Board may exercise the voting power conferred by the shares in any body-corporate held or owned by the Company as the Board thinks fit (including the exercise of the voting power in favour of any resolution appointing the Directors, or any of them, directors (by whatever name called) of that body corporate).
- (b) Subject to the law, a Director may vote in favour of the exercise of those voting rights notwithstanding that the Director is, or may be about to be appointed, a director of that other body corporate and may be interested in the exercise of those voting rights.

## 13. ALTERNATE DIRECTORS

### 13.1 Director may appoint an alternate

- (a) Subject to the consent of the Board which shall not be unreasonably withheld, each Director may appoint another Director or Voting Member to act as an alternate in the place of the Director, whether for a stated period or periods or until the happening of a specified event or from time to time, whenever by absence or illness or otherwise the Director is unable to attend to their duties.
- (b) The consent to act, is to be in writing and signed by the alternate Director and signed by the approving Director and given by that Director to the Board by forwarding or delivering it to the Registered Office.
- (c) The appointment takes effect immediately upon consent of the Board after receipt of the consent at the Registered Office.

### 13.2 Conditions of office of alternate

The following provisions apply to an alternate Director:

- (a) an alternate may be removed or suspended from office upon receipt at the Registered Office of written notice, letter, facsimile transmission or other form of visible communication from the Director by whom the alternate was appointed to the Company.
- (b) an alternate is entitled to receive notice of meetings of the Board and to attend and vote at the meetings if the Director by whom the alternate was appointed is not present.
- (c) an alternate is entitled to exercise all the powers (except the power to appoint an alternate) and perform all duties of a Director, in so far as the Director by whom the alternate was appointed had not exercised or performed them.
- (d) the office of the alternate is vacated upon vacation of office by the Director in whose place the alternate has been appointed to act, or written resignation being given to the Company by that Director.
- (e) an alternate is not to be taken into account in determining the maximum or minimum number of Directors or rotation of Directors.
- (f) an alternate, whilst acting as a Director, is responsible to the Company for the alternate's own acts and defaults and is not to be deemed to be the agent of the Director in whose place the alternate has been appointed to act; and
- (g) an alternate shall not vote in relation to a matter affecting the affairs of the Company by virtue of being an alternate if their appointor has a material personal interest in the matter before the Board if they have notice of that interest and in not doing so would breach the Act or the common law.

## 14. PROCEEDINGS OF THE BOARD

### 14.1 Procedures relating to the Board meetings

- (a) Subject to the Act and paragraph (b), the Chair may determine the time and place and manner by which the Board may meet together, upon each Director being given reasonable notice, for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit.
- (b) Any Director may request that a meeting be held at any time upon giving reasonable notice of the date and time of a meeting to the Secretary.
- (c) Notice is deemed to have been given to a Director, and all Directors are hereby deemed to have consented to the method of giving notice, if notice is sent by mail, personal delivery, facsimile transmission or by electronic mail to the usual place of residence, fax number or electronic address of the Director (if any fax number or electronic address is notified to the Company) or at any other address given to the Secretary by the Director from time to time, subject to the right of the Director to withdraw such consent within a reasonable period before a meeting.
- (d) Where a Director is outside of Australia, no notice need be given to that Director of any meeting, unless the Director has otherwise directed the Secretary, by mail, personal delivery, facsimile transmission or by electronic mail, before the Director leaves Australia.
- (e) The Board Chair shall preside as Chair of the Board. In the absence of the Board Chair at the meeting, the Directors shall appoint another Director to be the Chair of the meeting.

### 14.2 Meetings by telephone or other means of communication

- (a) The Board may meet either in person or by telephone or by other means of instantaneous communications device(s) consented to by all Directors subject to the right of a Director to withdraw his or her consent within a reasonable period before a meeting.
- (b) A meeting conducted by telephone or other means of instantaneous communications device(s) is deemed to be held at the place agreed upon by the Directors attending the meeting, provided that at least one of the Directors present at the meeting is at that place for the duration of the meeting.
- (c) All the Directors for the time being entitled to receive notice of the Meeting of Directors are entitled to notice of a meeting by instantaneous communication device and to be linked by instantaneous communication device for the purposes of such a meeting. Notice of any such meeting may be given by the instantaneous communication device or in any other manner permitted by this Constitution.
- (d) At the commencement of the meeting, each of the Directors taking part in the Meeting by instantaneous communication device is able to hear each of the other Directors taking part.

- (e) At the commencement of the meeting, each Director shall acknowledge the Director's presence for the purpose of a Meeting of the Directors of the Company to all the other Directors taking part.
- (f) A Director shall not leave the meeting by disconnecting the Director's instantaneous communication device unless the Director has previously obtained the express consent of the Chair. A Director is conclusively presumed to have been present and to have formed part of a quorum at all times during the meeting by instantaneous communication device unless the Director has previously obtained the express consent of the Chair to leave the meeting.
- (g) A minute of the proceedings of a meeting by instantaneous communication device is sufficient evidence of those proceedings and of the observance of all necessary formalities if certified as a correct minute by the Chair.
- (h) A Director who attends a meeting pursuant to this Rule must ensure the confidentiality of proceedings of the board meeting and must exclude all other persons who would not normally be in attendance at a board meeting and who have not gained the prior permission of the Board Chairman to be present.

#### **14.3 Majority votes at Board meetings**

- (a) All questions arising at any meeting of the Board are decided by a majority of votes.
- (b) The Chair of the Board shall not have, in addition to their deliberative vote, a second or casting vote in the event of an equality of votes.

#### **14.4 Quorum at Board meetings**

- (a) No business shall be conducted at a meeting of the Directors unless there is a quorum present.
- (b) The quorum necessary for the transaction of the business of the Board shall be at least a simple majority of Directors.

### **15. CHAIR OF THE BOARD**

#### **15.1 Chairing meetings**

- (a) The Board Chairman shall preside as Chair of the Board.
- (b) In the absence of the Board Chairman at the meeting, the Directors present at the meeting shall appoint another Director to be the Chair of the meeting.

## **15.2 Powers of meetings**

A meeting of the Board or any adjournment of a meeting at which a quorum is present, is competent to exercise any of the authorities, powers and discretions for the time being vested in or exercisable by the Board.

## **15.3 Validity of acts**

- (a) All acts done at any meeting of the Board or by a Board Committee or by any person acting as a Director or a member of a Board Committee are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any of the Directors or members of the Board Committee or the person acting as a Director or that any of them were disqualified, as valid as if every person had been duly appointed and was qualified and continued to be a Director or a member of the Board Committee (as the case may be).
- (b) If the number of Directors is reduced below the minimum number fixed pursuant to these Rules, the continuing Directors may act for the purpose of increasing the number of Directors to that number, at the direction of an appoint Member, or of calling a general meeting of the Company but for no other purpose.

## **15.4 Resolution in writing**

- (a) If a motion for a proposed resolution has been approved by a majority of the Directors, the resolution shall be as valid as if it had been passed at a duly convened meeting of Directors provided that all Directors shall have been first sent notice of the proposed circular resolution as required by this constitution.
- (b) For the purposes of this Rule, references to 'Director' include any alternate Director.
- (c) A facsimile transmission or other document produced by mechanical or electronic means under the name of a Director with his or her authority, (including a secure electronic signature, if permitted by law) is deemed to be a document in writing signed by that Director.

## **16. BOARD COMMITTEES AND BY-LAWS**

### **16.1 Power to establish Board Committees**

- (a) The Board may, subject to the constraints imposed by law, delegate any of its powers to Board Committees, consisting of one (1) or more Directors and any other person or persons as the Board thinks fit.
- (b) Any Board Committee formed or person or persons appointed to the Board Committee must, in the exercise of the powers delegated, conform to any regulations that may from time to time be imposed by the Board. A delegate of the Board may be authorised to sub-delegate any of the powers for the time being vested in the delegate.

## 16.2 Proceedings of Board Committees

- (a) The meetings and proceedings of any Board Committee are to be governed by the provisions of these Rules for regulating the meetings and proceedings of the Board so far as they are applicable and are not superseded by any regulations made by the Board.
- (b) A Board Committee may be asked to investigate and to report to the Directors about specific issues or may be standing committees such as an audit committee.
- (c) A Board Committee, in the exercise of the duties delegated or assigned to it, shall conform to any regulations, directions or instructions that may be imposed or given by the Board.
- (d) A Board Committee appointed by the Board shall be under the control and direction of the Board and has no direct part or power in the management of the Company.

## 16.3 By-Laws

- (a) The Board has the power from time to time to make such By-laws as are in its opinion necessary and desirable for the proper control, administration and management of the Company's affairs, operations, finances, interests, effects and property and to amend and repeal those by-laws from time to time.
- (b) Notwithstanding paragraph (a), the Company in general meeting, may amend or repeal any By-law made by the Board.
- (c) A By-law:
  - (i) must be subject to this Constitution;
  - (ii) must not be inconsistent with any provision contained in this Constitution; and
  - (iii) when in force, is binding on all Members and has the same effect as this Constitution.
- (d) A resolution or regulation made by the Company in general meeting cannot invalidate prior acts of the Board which would have been valid if a resolution or By-law had not been passed or made.
- (e) The Board will adopt such measures as it deems appropriate to bring to the notice of Members all By-laws, amendments and repeals.

## 17. POWERS OF THE BOARD

### 17.1 General powers of the Board

The management and control of the business and affairs of the Company are vested in the Board, including the power to make policies, which (in addition to the powers and authorities conferred upon it by these Rules) may exercise all powers and do all things as are within the power of the Company and are not by the Act or this Constitution directed or required to be exercised or done by the Company in general meeting.

### 17.2 Directors may contract with the Company

- (a) Subject to complying with the Act regarding disclosure of and voting on matters involving material personal interests, a Director may:
  - (i) hold any office or place of profit in the Company, except that of auditor;
  - (ii) hold any office or place of profit in any other Company, body corporate, trust or entity promoted by the Company or in which it has an interest of any kind;
  - (iii) enter into any contract or arrangement with the Company;
  - (iv) participate in any association, institution, fund, trust or scheme for past or present employees or Directors of the Company or persons dependent on or connected with them;
  - (v) act in a professional capacity (or be a member of a firm which acts in a professional capacity) for the Company, except as auditor;
  - (vi) participate in, vote on and be counted in a quorum for any meeting, resolution or decision of the Board and may be present at any meeting where any matter is being considered by the Board; and
  - (vii) sign or participate in the execution of a document by or on behalf of the Company if authorised by the Board to do so.
- (b) A Director may do any of the above despite the fiduciary relationship of the Director's office without any liability to account to the Company for any direct or indirect benefit accruing to the Director and without affecting the validity of any contract or arrangement.
- (c) No Director may, as a director, vote in respect of any contract or arrangement in which the Director has directly or indirectly any material personal interest if to do so would be contrary to the Act and if the Director does vote their vote cannot not be counted nor shall the Director be counted in the quorum present at the Board meeting for that particular item.

## **18. APPOINTMENT OF ATTORNEYS OR AGENTS**

- (a) The Directors may from time to time by resolution or power of attorney executed in accordance with section 127 of the Act appoint any person to be the attorney or agent of the Company:
  - (i) for the carrying out of the Objects;
  - (ii) with the powers, authorities and discretions (not exceeding those exercisable by the Director under this Constitution);
  - (iii) for the period;
  - (iv) subject to the conditions, and
  - (v) determined by the Directors.
- (b) An appointment by the directors of an attorney or agent of the Company may be made in favour of:
  - (i) any member of any local board established under this Constitution;
  - (ii) any company;
  - (iii) the members, directors, nominees or managers or any company or firm; or
  - (iv) any fluctuating body of persons whether nominated directly or indirectly by the Directors.
- (c) A power of attorney may contain such provisions for the protection and convenience of persons dealing with an attorney as the Directors think fit.
- (d) The Directors may appoint attorneys or agents according to the By-laws.
- (e) An attorney or agent appointed under this rule may be authorised by the Directors to delegate all or any of the powers authorities and discretions for the time being vested in it.

## **19. COMPANY SECRETARY**

- (a) The Secretary holds office on such terms and conditions as to remuneration and otherwise as the Board determines including acting in an honorary capacity.
- (b) The Secretary is appointed and removed by the Board and may, but need not, be a Member or a Director.

## **20. OTHER SALARIED OFFICERS**

- (a) Subject to these Rules, the Board may appoint such officers and employees at such salaries for such periods and on such terms as it thinks fit and may, subject to conditions of the employment of such officers and employees, dispense with their services and re-appoint or appoint other officers and employees as it thinks fit.

- (b) The Board may delegate any of the above powers to the chief executive officer or other Officers except the powers of appointment and removal and determination of terms and conditions of the appointment of the chief executive officer and any other Officer.

## **21. THE SEAL**

### **21.1 Company Seal is optional**

The Company may have a Seal.

### **21.2 Affixing the Seal**

- (a) If the Company has a Seal, the Board is to provide for its safe custody and it should only be used by the authority of the Board. Every instrument to which the Seal is affixed is to be signed by any two (2) Directors or by one (1) Director and the Secretary.
- (b) The Board may determine either generally or in any particular case that a signature may be affixed by a mechanical means specified in the determination.

### **21.3 Execution of documents without a Seal**

- (a) The Company may execute a document, including a deed, by having the document signed by any two (2) Directors or by one (1) Director and the Secretary.
- (b) If the Company executes a deed, the document is to be expressed to be executed as a deed and be executed in accordance with the appropriate procedures set out in Rule 21.2 or this Rule.

### **21.4 Other ways of executing documents**

Notwithstanding the provisions of Rules 21.2 and 21.3, any document, including a deed, may be executed by the Company in any other manner permitted by law.

## **22. MINUTES**

### **22.1 Contents of minutes**

The Board must ensure that minutes are duly recorded in any manner it thinks fit and include:

- (a) the names of the Directors present at each meeting of the Company, the Board and of any Board Committees; and
- (b) details of all resolutions and proceedings of general meetings of the Company and of meetings of the Board and any Board Committees.

## 22.2 Signing of minutes

- (a) The minutes of any meeting of the Board, any Board Committee or of the Company, if purporting to be signed by the chair of the meeting or by the chair of the next succeeding meeting, are *prima facie* evidence of the matters stated in the minutes.
- (b) No member of the Company is entitled to be given a copy of the minutes of a Board Meeting unless the Board has agreed to do so upon a written request to the Board by that member.
- (c) All members are entitled to be given a copy of the minutes of an Annual General Meeting.

## 22.3 Inspection of minutes and other records

- (a) The Board may determine whether and to what extent, and at what time and place and under what conditions the minutes of any Board meeting, financial records and other documents of the Company or any of them will be open to the inspection of Members other than the Board.
- (b) Upon giving reasonable notice to the Board, then any Full Member has the right to inspect Board minutes and financial records of the Company at the Company offices.

## NOTICES

### 22.4 Service of notices

- (a) A notice may be given by the Company to a Member, personally, by leaving it at the Member's Registered Address or by sending it by prepaid post or facsimile transmission addressed to the Member's Registered Address or by sending it to the electronic address (if any) nominated by the Member.
- (b) All notices sent by prepaid post to persons whose Registered Address is not in Australia may be sent by airmail or some other way that ensures that it will be received quickly.

### 22.5 When notice deemed to be served

- (a) Any notice sent by post is deemed to have been served at the expiration of forty eight (48) hours after the envelope containing the notice is posted and, in proving service, it is sufficient to prove that the envelope containing the notice was properly addressed and posted.
- (b) Any notice served on a Member personally or left at the Member's Registered Address is deemed to have been served when delivered.
- (c) Any notice served on a Member by facsimile transmission is deemed to have been served when the transmission is sent. A facsimile is deemed to be duly sent when the Company's facsimile system generates a message confirming successful transmission of the total number of pages of the notice to the addressee.

- (d) Any notice served on a Member by electronic means is deemed to have been served when the electronic message is sent.

#### **22.6 Member not known at Registered Address**

Where a Member does not have a Registered Address or where the Company has *bona fide* reason to believe that a Member is not known at the Member's Registered Address, all future notices are deemed to be given to the Member if the notice is exhibited in the Registered Office, if any, for a period of forty eight (48) hours (and is deemed to be duly served at the commencement of that period) unless and until the Member informs the Company of a Registered Address.

#### **22.7 Signature to notice**

The signature to any notice to be given by the Company may be written or printed.

#### **22.8 Reckoning of period of notice**

Where a given number of days' notice or notice extending over any other period is required to be given, the day of service is not to be reckoned in the number of days or other period.

#### **22.9 Persons entitled to notice of general meeting**

- (a) Notice of every general meeting is to be given to:
  - (i) each eligible Full Member;
  - (ii) each Director; and
  - (iii) the auditor for the time being of the Company.
- (b) No other person is entitled to receive notices of general meetings.
- (c) The Board may invite other persons to attend at a general meeting but those persons may not speak at the meeting unless invited to do so by the Chair and cannot vote at the meeting.

#### **22.10 Notification of change of address**

Every Member must notify the Company of any change of their address and any such new address must be entered in the Register of Members as required to be kept by the Act and upon being so entered, becomes the Member's Registered Address.

## **23. INDEMNITY AND INSURANCE**

### **23.1 Indemnity**

- (a) Every person who is or has been a Director or other Officer is entitled to be indemnified out of the property of the Company against:
- (i) every liability incurred by the person in that capacity (except a liability for legal costs); 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,

unless:

- A. the Company is forbidden by statute to indemnify the person against the liability or legal costs; or
- B. an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by statute; or
- C. the indemnity would be forbidden by an illegal act both under the Act or any other law.

### **23.2 Insurance**

- (a) The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director or other Officer against liability incurred by the person in that capacity, including a liability for legal costs, unless:
- (i) the Company is forbidden by statute to pay or agree to pay the premium; or
  - (ii) the contract would, if the Company paid the premium, be made void by statute.

### **23.3 Payment of GST**

With regard to GST:

**23.4** the amount of any indemnity payable under this Rule 24 will include an additional amount ("GST Amount") equal to any GST payable by the Director or Officer being indemnified ("Indemnified Officer") in connection with the indemnity;

**23.5** payment of the GST Amount of any indemnity is conditional upon the Indemnified Officer providing to the Company a copy of the tax invoice for the GST amount issued to the Indemnified Officer;

**23.6** in this Rule 24, "GST" refers to the goods and services tax under *A New Tax System (Goods and Services Tax) Act 1999* and the terms used have the same meaning as in that act.