



SYDNEY NORTH
Primary Health Network

SNPHN Ltd

ACN 605 353 884

ABN 38 605 353 884

**trading as Sydney North Primary Health Network /
Sydney North Health Network**

**As proposed to be adopted by the members in
general meeting in November 2016**

CONSTITUTION

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SNPHN Ltd

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CONSTITUTION

1 Definition and interpretation

1.1 Definitions

In this Constitution, unless the context otherwise requires, the following words have the following meanings:

Term:	Definition:
ACNC Act	<i>Australian Charities and Not-for-profits Commission Act 2012 (Cth).</i>
AHPRA	Australian Health Practitioner Regulation Agency.
Allied Health Professional	a practitioner who is registered with AHPRA as an allied health professional or as determined by the Board, and who is not a General Practitioner.
Annual General Meeting	has the meaning given in clause 6.1(a).
Appointed Director	a Director appointed under clause 7.3(a)(ii).
Area	the Northern Sydney primary health network area as amended from time to time by the Commonwealth Department of Health.
Board	the Board of Directors of the Company.
Company	SNPHN Ltd ACN 605 353 884.
Constitution	this constitution for the time being in force.
Corporations Act	<i>Corporations Act 2001 (Cth).</i>
Director	a Director from time to time of the Company.
Elected Director	a Director elected for the purposes of clause 7.3(a)(i).
General Practice	the medical discipline of providing person centred, continuing, comprehensive and coordinated whole person health care to individuals and families in their communities (as defined by The Royal Australian College of General Practitioners from time to time).
General Practitioner	a medical practitioner who is registered with AHPRA as a general practitioner.
Individual	a natural person.

Individual Member	a Member that is an Individual.
Member	an Organisation or Individual presently admitted as a member of the Company in accordance with clause 5.
Organisation	a person, body corporate, partnership, association or other unincorporated body, and which has an Australian Business Number, but excludes an Individual.
Organisational Member	a Member that is an Organisation.
Peak Body	an Organisation engaged in the healthcare sector which has any one or more of the following objects: <ul style="list-style-type: none"> (a) information dissemination services to its members; (b) support, coordination, advocacy, representation for its members; and (c) research, policy or standards development services for its members.
Primary Health Care	the provision of a socially appropriate, readily accessible, scientifically sound, first level care by health services and systems with a suitably trained workforce.
Register	the register of Members maintained pursuant to the Corporations Act.
Representative	a representative of an Organisational Member appointed in accordance with Part 2G.2 Division 6 of the Corporations Act as if those provisions form part of this Constitution.
Secretary	the person appointed under clause 12.
Skills Matrix	the matrix of skills, knowledge, experience and personal attributes sought to be collectively demonstrated by the Directors at the relevant time, taking into consideration the Company's needs, objectives and other circumstances.
Special General Meeting	has the meaning given in clause 6.1(b).
Subscription Fee	a fee payable by Members to the Company in accordance with clause 5.6.

1.2 Interpretation

In this Constitution:

- (a) references to a statute, ordinance, code or other law includes regulations and other instruments under them and consolidations, amendments, re-enactments or replacements of any of them;

- (b) words importing persons include companies, corporations, partnerships, associations, institutions, bodies and entities (whether incorporated or not);
- (c) the singular includes the plural and vice-versa;
- (d) words importing a gender include each other gender;
- (e) headings and the table of contents do not affect the construction or interpretation of this Constitution; and
- (f) words or expressions defined in the Corporations Act but not defined in this Constitution will, if not inconsistent with the subject or context, have the same meaning in this Constitution; and
- (g) a Member is deemed to be present in person when attending a general meeting by Representative or proxy.

1.3 Replaceable rules

The replaceable rules contained in the Corporations Act do not apply to the Company.

1.4 Public company limited by guarantee

The Company is a public company limited by guarantee.

1.5 ACNC Act

- (a) This Constitution is to be interpreted subject to the ACNC Act.
- (b) If the Company is registered under the ACNC Act, a special resolution to amend this Constitution does not take effect if it would cause the Company to lose its entitlement to registration under the ACNC Act.

2 Objects of the Company

2.1 Objects

The object of the Company is to prevent and control diseases and illnesses in human beings and to promote the health and wellbeing of the community by:

- (a) identifying the health needs of the community, developing locally focused and responsive services, and addressing service delivery gaps, including:
 - (i) analysing and reporting on Primary Health Care service gaps; and
 - (ii) identifying strategies to improve health outcomes and quality of services including for disadvantaged or under-served groups;
- (b) strengthening the effectiveness, vitality, responsiveness and performance of the Primary Health Care sector through support to Primary Health Care clinicians and providers (including without limitation Members);
- (c) advocating and representing Primary Health Care clinicians and providers to improve the provision of health care;
- (d) improving the patient journey and outcomes by developing, integrating and coordinating an equitable Primary Health Care sector;

- (e) promoting quality in Primary Health Care and improving patient care by providing support to clinicians and providers;
- (f) improving consumer access to health services by working to coordinate and integrate care within the Primary Health Care system and across other sectors of the health system;
- (g) collaborating with consumer and community groups to ensure consumer engagement and representation in the provision of Primary Health Care;
- (h) promoting quality and evidence-based leading practice;
- (i) contributing to development, regional leadership, innovation and research on Primary Health Care methods, technology, teaching, skills and practice;
- (j) promoting cooperation, collaboration and communication with other regional clinicians and providers with an interest or impact in health and social care;
- (k) facilitating the implementation of successful Primary Health Care and preventive health initiatives and programs;
- (l) initiating and promoting policy and other matters related to the Primary Health Care sector and activities of Members; and
- (m) doing all things conducive or incidental to attain the above objects.

2.2 Powers to attain objects

To attain the objects set out in clause 2.1, the Company has all the powers of a company limited by guarantee set out in the Corporations Act, including the power to:

- (a) receive and distribute funds in a manner that attains those objects; and
- (b) raise money and grant security over the property of the Company.

3 Not for profit

3.1 Income applied for objects

The Company's income and property must be applied solely towards promoting the objects of the Company, and not for the profit or gain of its Members.

3.2 No distribution to Members

The Company must not apply, pay or transfer, whether directly or indirectly, any portion of the Company's income and property for the benefit of, or to, a Member, other than:

- (a) as provided in clause 8;
- (b) the payment, in good faith, by way of grant or subsidy to a Member, solely to advance the purposes or objects of the Company;
- (c) the payment of a Member or officer a reasonable and proper amount in good faith for:
 - (i) goods or services supplied to the Company;

- (ii) interest on money lent to the Company; or
- (iii) rent for premises let to the Company.

4 Guarantee of Members

Each Member undertakes to contribute up to \$10.00 to the Company to pay:

- (a) the debts and liabilities of the Company;
- (b) the costs, charges and expenses of any winding up; and
- (c) the adjustment of the rights of Members among themselves,

if the Company is wound up while the Member is a Member or within one year after the Member ceases to be a Member.

5 Membership

5.1 Number of Members

The number of Members must be at least one at most a maximum number (if any) determined by the Board.

5.2 Classes of Membership

The Company's Membership will comprise:

- (a) Individual Members;
- (b) Organisational Members; and
- (c) such other classes of Membership determined by the Board in accordance with clause 5.7.

5.3 Criteria for admission

- (a) Individual Membership is open to any Individual involved in Primary Health Care who lives or works in the Area, who can demonstrate alignment to the objects of the Company and who meets one or more of the following requirements:
 - (i) is a General Practitioner;
 - (ii) is an Allied Health Professional;
 - (iii) is a practice manager, being the most senior person in an Organisation that provides administrative and management support to Individuals or Organisations that are eligible to be Members;
 - (iv) is a registered nurse working in general practice or the community;
or
 - (v) some other eligible Individual as defined by the Board from time to time.
- (b) Organisational Membership is open to any Organisation which has an engagement within the Area reasonably acceptable to the Board, which can

demonstrate alignment to the objects of the Company, and which meets one or more of the following requirements:

- (i) is a peak body;
 - (ii) is a service provider, being an Organisation that provides Primary Health Care;
 - (iii) represents the community or consumers in the Area, and has demonstrated leadership and capability in supporting integrative health care in the Area; or
 - (iv) is some other eligible Organisation as defined by the Board from time to time.
- (c) All applicants for Membership must:
- (i) sign an undertaking to be bound by this Constitution and to support the objects of the Company as set out in clause 1.5;
 - (ii) demonstrate the applicant's alignment to the Company's objects set out in clause 2.1 to the Board's satisfaction; and
 - (iii) demonstrate a commitment or capability in connection with its capacity to deliver integrative Primary Health Care.

5.4 Rights of Members

Each Individual Member and Organisational Member will have all rights conferred on Members by this Constitution including the right to attend, speak at and vote at general meetings.

5.5 Admission to Membership

- (a) An applicant may be admitted to Membership if:
 - (i) the applicant applies for Membership in accordance with clause 5.5(b); and
 - (ii) the applicant's admission as a Member is approved by the Board.
- (b) Each application for Membership must be written and delivered to the Secretary with accompanying documentation and in the form determined by the Board. For an Organisational Member application, the application must specify a Representative.
- (c) The Board may, in its absolute discretion, admit or refuse any applicant as a Member and is not required to provide reasons for its decision.
- (d) The Board will approve the class or sub-category (if relevant) of Membership for each application.

5.6 Subscription Fee

- (a) Each Member must pay a fee (**Subscription Fee**) to the Company of an amount and on the date determined by the Board from time to time in its absolute discretion. The Board may in its absolute discretion waive or reduce the Subscription Fee payable by a Member.

- (b) If a person ceases to be a Member it remains liable for any Subscription Fee and all arrears due and unpaid at the date of cessation.
- (c) If a Member's Subscription Fee remains unpaid for two (2) calendar months after it becomes due then provided notice of the default has been sent to it by the Company, the Member will not be entitled to the privileges of Membership. The Board may reinstate the Member's privileges on payment of all arrears if the Board thinks fit to do so.

5.7 Classes of Membership

The Board may establish different classes of Membership and may prescribe the qualifications, rights and privileges of persons admitted to Membership in, or transferred into, such classes of Membership.

5.8 Effect of new Membership class

If the Board establishes a new Membership class pursuant to clause 5.2(c) that has the same rights, restrictions or obligations as an existing Membership class, the establishment of that new class is not a variation of the rights attaching to that existing class.

5.9 Membership not transferable

Membership is not transferable. The rights, privileges and benefits of Membership are personal to each Member.

5.10 Register of Members

- (a) The Board must maintain a Register in accordance with the Corporations Act that contains:
 - (i) the name, address and contact details of each Member;
 - (ii) the date that the Member was entered into the Register;
 - (iii) in respect of an Organisational Member, the name, address and contact details of its Representative; and
 - (iv) the date that the Member ceased to be a Member.
- (b) Each Member must notify the Secretary of any change in it and its Representative's details within 14 days of the change.

5.11 Cessation of Membership

A person automatically ceases to be a Member if:

- (a) the person resigns in writing to the Secretary;
- (b) the person is an Organisational Member and becomes insolvent or enters into liquidation (other than a voluntary liquidation for the purposes of solvent reconstruction, amalgamation or similar reorganisation) or enters into any arrangement or composition with its creditors or any of them, or has a receiver or receiver and manager or trustee or administrator or agent in possession appointed over it or its substantial assets;
- (c) the person is an Individual Member and becomes:

- (i) a bankrupt under the *Bankruptcy Act 1966* (Cth); or
- (ii) 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;
- (d) the person no longer meets the Membership requirements set out in clause 5.3; or
- (e) the person is removed pursuant to clause 5.12.

5.12 Removal of Member

- (a) The Board may, in its absolute discretion, by resolution censure, suspend or fine, and the Company may by resolution expel a Member on the grounds that:
 - (i) the Member wilfully refuses or neglects to comply with this Constitution; or
 - (ii) the Member is guilty of conduct which, in the opinion of the Members, is unbecoming of a Member or prejudicial to the interests of the Company provided that as part of the notice of the meeting of the Company at which the resolution is passed the Member is given notice of such meeting and of what is alleged against the Member and of the intended resolution and if the Member is at such meeting, before the passing of such resolution, given an opportunity to give orally or in writing any explanation or defence that the Member may think fit.
- (b) Under clause 5.12(a) the Board may only suspend a Member for up to six months while the Member fails to rectify the breach in question. If the Member fails to rectify the breach within six months or where the breach is not capable of remedy, then the Board may refer the matter to the Members in general meeting. The decision of the members in general meeting is final and no appeal or claim may be made by the person expelled against the Company, the Board or the Members.
- (c) A person who ceases to be a Member continues to be liable for all moneys due by it to the Company.
- (d) A person who for whatever reason ceases to be a Member does not have any claim, monetary or otherwise, on the Company's funds or property.

5.13 GST

- (a) All payments that are required to be made by a Member under this Constitution exclude GST.
- (b) If any payment referred to in clause 5.13(a) is for, or is in connection with, a supply made by the Company under this Constitution on which the Company is liable to pay GST, then the payment will be increased by the prevailing rate of GST and the Member must pay that increased amount to the Company at the same time and in the same manner as all other payments required to be made.
- (c) The Company must issue to the Member a tax invoice for the increased amount referred to in clause 5.13(b) within 14 days from the date that the increased amount is required to be paid by the Member.

6 General meetings

6.1 Annual General Meeting

- (a) The Board must convene the Annual General Meeting in accordance with the Corporations Act and the ACNC Act.
- (b) A general meeting other than the Annual General Meeting will be called a Special General Meeting.
- (c) The business of the Annual General Meeting is to receive and consider the financial report, directors' report and the auditor's report prepared in accordance with the Corporations Act and the ACNC Act, to announce the Directors elected in accordance with this Constitution and to transact any other business required by law or set out in the notice of meeting.

6.2 Power to convene Special General Meeting

- (a) The Members may conduct any business at a Special General Meeting set out in the notice of meeting.
- (b) A Special General Meeting must be convened if at least four Directors think fit or upon a requisition signed by Members with at least 5% of the votes that may be cast at the general meeting.
- (c) Subject to the Corporations Act, the Directors may postpone a general meeting or change the place at which it is to be held by notice, not later than 72 hours prior to the time of the meeting, to all persons to whom the notice of meeting (**First Notice**) was given. The postponing notice must specify the place, date and time of the meeting. The meeting is taken to have been duly convened under the First Notice.

6.3 Notice of general meetings

- (a) Subject to the Corporations Act and the ACNC Act, at least 21 days' written notice must be given of all general meetings in accordance with the provisions of the Corporations Act, specifying:
 - (i) the place, date and time for the meeting;
 - (ii) the general notice of the business of the meeting;
 - (iii) if a special resolution is to be proposed:
 - (A) an intention to propose the special resolution; and
 - (B) the special resolution itself; and
 - (iv) if a Member is entitled to appoint a proxy that the Member has a right to appoint a proxy.
- (b) Notice of every general meeting must be given in the manner authorised by clause 6.3 to:
 - (i) every Member and to each Director;
 - (ii) the auditor to the Company; and

(iii) any guests at the election of the Board,

and no other person is entitled to receive notice of general meetings.

- (c) The non-receipt of a notice of any general meeting by, or the accidental omission to give notice to, any person entitled to notice does not invalidate any resolution passed at that meeting.
- (d) If the meeting is to be held at two or more places, the notice is to set out details of the technology that will be used to facilitate the meeting and any other matters required to be stated by the Corporations Act in relation to the use of technology.

6.4 Business of general meeting

- (a) Unless all Members are present and agree otherwise, no business may be transacted at a General Meeting except as set out in the notice of the meeting or clause 6.1(c) in the case of the Annual General Meeting.
- (b) General meetings may be held at more than one place, provided that the technology that is used enables each Member present at all places the meeting is held to clearly and simultaneously communicate with every other Member.
- (c) Where the Members are not all in attendance at one place and are holding a meeting using technology and each Member can communicate with the other Members:
- (i) the participating Members are taken to be assembled together at a meeting and to be present at that meeting; and
 - (ii) all proceedings of those Members conducted in that manner are as valid and effective as if conducted at a meeting at which all of them were physically present.

6.5 Quorum

- (a) No business may be transacted at a general meeting unless a quorum of Members is present when the meeting proceeds to business.
- (b) Each Organisational Member may attend a general meeting by its Representative and one non-voting observer. For good governance, the Company encourages Organisational Members to appoint its chairperson (or equivalent) to be the Representative.
- (c) A quorum consists of:
- (i) if there is between one and 5 Members, all Members present (including by Representative or proxy); and
 - (ii) if there is more than 5 Members, 5 Members present (including by Representative or proxy).
- (d) If a quorum is not present within 30 minutes from the time appointed for the general meeting:
- (i) where the meeting was requisitioned by Members, the meeting will be dissolved; or

- (ii) in any other case:
 - (A) the meeting stands adjourned to a day, time and place, as the Board determines or, if no determination is made by the Board, to the same day in the next week at the same time and place; and
 - (B) if at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting, the meeting will be dissolved.

6.6 Chairperson

- (a) The Chairperson elected by the Directors under clause 10.4 must, if present, able and willing, preside as Chairperson at every general meeting and if:
 - (i) there is no Chairperson; or
 - (ii) the Chairperson is not present within 15 minutes after the time appointed for the holding of the meeting; or
 - (iii) the Chairperson is unable or unwilling to act,the Members present must appoint another Director to act as Chairperson of that meeting.

6.7 Adjournments

- (a) The Chairperson may, and must if so directed by the meeting, adjourn the meeting from time to time and from place to place.
- (b) No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given, as in the case of an original meeting.
- (d) Except as provided by clause 6.7(c), it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

6.8 Voting at general meetings

- (a) Any resolution to be considered at a general meeting must be decided on a show of hands unless a poll is demanded.
- (b) A declaration by the Chairperson that a resolution has on a show of hands been carried or lost and an entry to that effect in the minutes of the general meeting is taken as conclusive evidence of the fact without the need to show the number or proportion of the votes recorded in favour of or against the resolution.
- (c) A poll for a resolution may be demanded by any Member present and entitled to vote on the resolution.

6.9 Procedure for polls

- (a) A poll when demanded must be taken at the general meeting at which it is demanded and in the manner the Chairperson directs.
- (b) The result of the poll will be a resolution of the meeting at which the poll was demanded.
- (c) The demand for a poll will not prevent a meeting from continuing for the transaction of any business unless the poll is to elect an acting Chairperson under clause 6.6 or on a question of adjournment.
- (d) The demand of a poll may be withdrawn. If the admission or rejection of a vote is disputed, the Chairperson must determine the issue and the determination made in good faith will be final and conclusive.

6.10 No casting vote

If there is an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting will not have a casting vote.

6.11 Entitlement to vote

- (a) Subject to any rights or restrictions attached to any class of Member, all Members are eligible to attend meetings of the Company and are entitled to one vote each.
- (b) For Organisational Members, the vote can only be exercised by its Representative.

6.12 Proxy

A Member may appoint a proxy in accordance with Part 2G.2 Division 6 of the Corporations Act as if those relevant provisions form part of this Constitution.

6.13 Objections to qualification to vote

- (a) An objection to the qualification of a person to vote may only be raised at the meeting or adjourned meeting at which the vote objected to is tendered.
- (b) Any objection must be referred to the Chairperson of the meeting, whose decision is final.
- (c) A vote allowed by the Chairperson after considering an objection under clause 6.13(b) is valid for all purposes.

6.14 Powers of Chairperson

In addition to powers conferred by law, the Chairperson of a general meeting may:

- (a) permit any other person to attend and speak;
- (b) determine the meeting's conduct and procedures to ensure proper and orderly discussion or debate;
- (c) make rulings without putting a question to the vote, or terminate discussion or debate and require that matter to be put to a vote;

- (d) refuse to allow debate or discussion on any matter which is not ordinary or special business; and
- (e) refuse any person admission to a general meeting (including for causing offence or disruption), or expel the person from the general meeting and not permit them to return.

6.15 Circulating resolutions

Nothing in this Constitution limits the Company's power under the Corporations Act to pass a resolution as a circulating resolution.

7 Directors

7.1 Qualification

- (a) An Elected Director must be an Individual Member.
- (b) An Appointed Director need not be an Individual Member or an officer, employee or member of an Organisational Member.

7.2 Initial Directors and status

The initial Directors and their status with respect to clause 7.3 are as follows:

- (a) Harry Michael Nespolon (elected)
- (b) Janet Grant (appointed)
- (c) Brynnie Goodwill (appointed)
- (d) Carolynn Hodges (elected)
- (e) Kate Loxton (elected)
- (f) Magda Campbell (elected)
- (g) Simon Willcock (elected)
- (h) Stephen Ginsborg (elected)

7.3 Number of Directors

- (a) The Company must have at least six and up to nine Directors, comprising:
 - (i) up to six directors elected by Members at or before the Annual General Meeting in accordance with clause 7.4; and
 - (ii) up to three Directors appointed by the Board.
- (b) A minimum of three Directors at any time must be General Practitioners.
- (c) There shall not be a majority of Directors with the same profession.

7.4 Election of Directors

- (a) The Board may make regulations as it thinks fit for the manner in which to elect Directors. The Members must elect Directors having regard to clause 7.5.
- (b) Each Member can nominate one person to be considered for election as an Elected Director if the nominee qualifies under clause 7.1 and 7.5.

7.5 Directors to possess certain skills

- (a) The Company will be governed by a skills-based Board and as far as possible will consist of Directors having appropriate competencies, skills and experience in light of the Skills Matrix.
- (b) For a person to be eligible to become an Elected Director or Appointed Director, he or she must have experience in at least one of the relevant areas and it is desirable that he or she meets at least one of the requirements set out in the Skills Matrix.
- (c) The Board may issue guidelines from time to time regarding the requisite corporate governance experience and training required of Directors.

7.6 Not used**7.7 Tenure and rotation of Directors**

- (a) Subject to clause 7.7(d), 7.8, 7.9 and 7.10, each Elected Director will hold office for a period of three (3) years between Annual General Meetings from the end of the Annual General Meeting at which he or she was declared elected.
- (b) Subject to clause 7.8, 7.9 and 7.10, each Appointed Director will hold office for a period of up to three (3) years as determined by the Board at the time of making the appointment from the date upon which he or she was appointed.
- (c) Directors may be re-elected or reappointed without limitation as to the number of terms he or she holds office.
- (d) At the first Board meeting of the Company, the Board shall determine by request or if necessary by ballot such that:
 - (i) two of the initial Elected Directors and one of the initial Appointed Directors shall have their first term of office up to the first Annual General Meeting.
 - (ii) two of the initial Elected Directors and one of the initial Appointed Directors shall have their term of office up to the second Annual General Meeting.
 - (iii) two of the initial Elected Directors shall have their first term of office up to the third Annual General Meeting.

7.8 Casual vacancies

- (a) The Board may continue to act despite vacancies on the Board. However, if there are less than four Directors, the Board may only:

- (i) act in the case of emergencies;
 - (ii) appoint persons to fill casual vacancies; or
 - (iii) convene a general meeting.
- (b) If a casual vacancy occurs for any Elected Director office, the Board may appoint another eligible person in his or her place until the end of the next Annual General Meeting. The Members must then elect a person to fill the office of Elected Director in accordance with clause 7.4. The person elected will serve only for the balance of the term of the original Elected Director.
- (c) If a casual vacancy occurs for any Appointed Director office, the Board may appoint another eligible person pursuant to clause 7.1(b).

7.9 Resignation and removal of a Director

- (a) A Director may resign at any time from the Board by notice in writing delivered to the Secretary. The resignation only takes effect at the time when the Secretary receives the notice, unless some later date is specified in the notice for it to take effect.
- (b) The Company may in accordance with the Corporations Act remove a Director and appoint another person in his or her place. The person so appointed will hold office for the balance of the term of office of the original Director.
- (c) In addition to removing a Director in accordance with the Corporations Act, the Company may remove a Director for non-attendance at two (2) consecutive board meetings without the Board's prior approval (excluding Board meetings convened on less than five (5) days' notice), and may appoint another person in his or her place. The person so appointed will hold office for the balance of the term of office of the original Director.

7.10 Disqualification of a Director

In addition to the circumstances in which the office of a Director becomes vacant by resignation, removal or expiry, the office of a Director becomes immediately vacant if a Director:

- (a) 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;
- (b) dies;
- (c) becomes a bankrupt under the *Bankruptcy Act 1966* (Cth);
- (d) is convicted of a criminal offence or is otherwise guilty of conduct which, in the opinion of the Company, is unbecoming of a Director or prejudicial to the interests of the Company; or
- (e) is prohibited from being a Director by virtue of the Corporations Act or the ACNC Act.

8 Directors' remuneration

8.1 Determination of fees

The Directors may receive reasonable remuneration for their services for amounts and in a manner approved by the Board, provided that the Company may in general meeting determine otherwise (but not to exceed reasonable remuneration).

8.2 Additional services rendered

A Director may be paid a fee for extra services actually rendered to the Company in a professional or technical capacity (other than within his or her ordinary duties as Director):

- (a) with the prior approval of the Board; and
- (b) where the amount payable does not exceed a commercially reasonable amount.

8.3 Payment for expenses

Each Director may be reimbursed for out-of-pocket expenses reasonably and properly incurred by the Director in connection with the Company's business (including travel and accommodation expenses) with the prior approval of the Board in any general or specific case.

9 Powers and duties of Board

9.1 Powers of Board

- (a) Subject to the Corporations Act and this Constitution, the business of the Company will be managed by the Board, who may exercise all powers of the Company which are not, by the Corporations Act or by this Constitution, required to be exercised by the Company in general meeting.
- (b) Without limiting clause 9.1(a), the Board may exercise all the powers of the Company to:
 - (i) borrow money or to charge any property or business of the Company; and
 - (ii) issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.

9.2 Committees and Delegation

- (a) The Board may establish committees as follows:
 - (i) a committee will comprise two or more committee members, of which at least one must be a Director;
 - (ii) the committee members otherwise need not be a Director, a Member or an officer or employee of a Member;
 - (iii) the committee need not be called a committee (for example, it could be called a council or an advisory council);

- (iv) the committee has the purpose set out in its charter approved by the Board, and may undertake the powers and functions delegated to it by the Board; and
 - (v) in the absence of any provision in the committee charter, meetings and proceedings of any committee are governed by the provisions of clause 10.
- (b) The Board may delegate its powers and functions in writing to:
- (i) an officer or employee of the Company; or
 - (ii) a committee under clause 9.2(a).
- (c) The Board may amend or revoke the terms of its delegation at any time.

9.3 Conflict

- (a) Neither the holding of office as a Director, nor the fiduciary relationship resulting from holding that office will:
- (i) disqualify any Director from holding any office or place of profit (other than that of auditor) in the Company;
 - (ii) disqualify any Director from entering into any arrangement, contract or dealing with the Company in any capacity;
 - (iii) avoid or vitiate any arrangement, contract or dealing entered into by or on behalf of the Company in which a Director is any way interested; or
 - (iv) render any Director or any corporation of which a Director is an officer or member or in any way interested or any partnership of which a Director is a member or in any way interested liable to account for any profit arising out of the holding of the office or place of profit or the arrangement, contract or dealing.
- (b) The nature of the interest of a Director must be disclosed by him or her at the Board meeting at which the arrangement, contract or dealing is determined by the Board, if his or her other interest then exists, or, in any other case, at the Board meeting next following the acquisition of his or her interest.
- (c) Subject to section 195 of the Corporations Act, a Director who is in any way interested in any arrangement, contract or dealing referred to in clause 9.3(b) (whether existing or proposed) may vote in respect of the arrangement, contract or dealing at a Board meeting and will be counted in a quorum present at the meeting.
- (d) A Director may affix or attest the affixation of the common seal to any instrument notwithstanding any interest which the Director has in the subject matter of that instrument or any other office or place of profit held by the Director.

9.4 Appointment of attorneys

- (a) The Board may, by power of attorney, appoint any person to be the attorney of the Company for the purposes, with the powers, authorities and discretions

vested in or exercisable by the Board for any period and subject to any conditions as they think fit.

- (b) Any appointment under clause 9.4(a) may be made on terms for the protection and convenience of persons dealing with the attorney as the Board thinks fit and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in the attorney.

9.5 Negotiable instruments

All negotiable instruments of the Company must be executed by the person or persons and in the manner that the Board decides from time to time or otherwise permitted by the Corporations Act.

10 Board meetings

10.1 Proceedings

- (a) The Board must meet at least once a quarter, and may adjourn and otherwise regulate its meetings as it thinks fit.
- (b) At least 5 days' notice of any meeting and its agenda must be given to the Directors. However, all the Directors (excluding those on an approved absence or outside of Australia) may agree to hold a meeting on less notice.
- (c) The Chairperson may convene Board meetings. The Secretary must on request of any two Directors convene a Board meeting.

10.2 Meetings by technology

Where the Directors are not all in one place and use technology to enable each Director can hear and be heard by one another:

- (a) the participating Directors are taken to be assembled together at a meeting and to be present at that meeting;
- (b) the meeting is taken to be held at the place agreed to by the participating Directors so long as at least one participating Director is physically present at that place; and
- (c) all proceedings of those Directors conducted in that manner are as valid and effective as if conducted at a meeting at which all of them were present.

10.3 Quorum of meetings

- (a) The quorum for a Board meeting is four Directors.
- (b) No item of business may be transacted at a Board meeting unless a quorum is present when the meeting proceeds to consider it.
- (c) If within 30 minutes of the time proposed for a Board meeting a quorum is not present, the meeting is adjourned to a time, date and place that the Directors present determine.

10.4 Chairperson

- (a) The Directors may elect and remove a Director to the office of Chairperson from the time of appointment until the next Annual General Meeting. Where necessary, the election will be by poll.
- (b) The Chairperson must, if present, able and willing, preside as Chairperson at all Board meetings and if:
 - (i) there is no Chairperson; or
 - (ii) the Chairperson is not present within 15 minutes after the time appointed for the meeting; or
 - (iii) the Chairperson is unable or unwilling to preside,
 the Directors present must appoint another Director to act as Chairperson of that meeting.

10.5 Passing of Board resolutions

- (a) Subject to this Constitution, questions arising at any Board meeting will be decided by a majority of votes, and will for all purposes be deemed a determination of the Board.
- (b) The Chairperson will not have a casting vote in the event of an equality of votes in addition to his or her deliberative vote.

10.6 Circulating resolution

A resolution in writing of which notice has been given to all Directors and which is signed (including electronically) by Directors (who are entitled to vote on that resolution, but excluding those on an approved absence or outside of Australia) which would be sufficient to pass that resolution at a validly convened Board meeting will be as valid and effectual as if it had been passed at a Board meeting duly convened and held. The resolution may consist of several documents in like form each signed by one or more Directors. The resolution is passed when the last Director signs the document containing the resolution.

11 Minutes

- (a) The Board must cause to be kept in accordance with the Corporations Act:
 - (i) minutes stating:
 - (A) the names of the Directors present at each Board meeting; and
 - (B) all resolutions and proceedings of general meetings of the Company, Board meetings and committee meetings; and
 - (ii) written resolutions of the Members or the Board.
- (b) The minutes of any meeting of the Company, if purporting to be signed by the Chairperson of the meeting or by the Chairperson of the next succeeding meeting, are prima facie evidence of the matters stated in the minutes.

12 Secretary

12.1 Appointment

The Board will appoint a Secretary in accordance with the Corporations Act. A Secretary of the Company holds office on the terms and conditions, as to remuneration and otherwise, as the Board decides.

12.2 Removal

The Board may at any time terminate the appointment of a Secretary.

13 General accounts

13.1 Preparation of accounts

Proper accounting records and other records must be kept and maintained showing correctly the affairs and financial position of the Company. The Company must ensure the relevant accounting and auditing requirements of the Corporations Act and the ACNC Act are complied with.

13.2 Auditor

The Company will appoint and retain a properly qualified auditor whose duties will be determined in accordance with the Corporations Act and the ACNC Act. No Member is permitted to act as the Company's auditor.

14 Inspection of records

14.1 Authorisation

The Board may authorise a Member to inspect the Company's books to the extent, at the time and places and under the conditions the Board considers appropriate.

14.2 No general right

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 Board under clause 14.1.

15 Regulations

The Board may by resolution make and adopt, or amend, regulations with respect to:

- (a) any matter for which this Constitution permits the Board to establish regulations;
- (b) any matter or thing for the purposes of giving better effect to any provisions of this Constitution; or
- (c) generally for the purposes of carrying out the objects of the Company,

and the regulations will be binding on the Members. To the extent the regulations are inconsistent with this Constitution, this Constitution prevails to the extent of the inconsistency.

16 Chief Executive Officer

- (a) The Board may appoint and remove a person to the office of Chief Executive Officer (CEO) for the period and on the terms as it thinks fit.

- (b) A CEO will at all times be subject to the control of the Board.

17 Winding up

17.1 Winding up

If the Company is wound up or dissolved, the Members have no right to participate in any distribution or payment of the assets or property of the Company.

17.2 Distribution of assets

- (a) If the Company is wound up or dissolved, the assets and property available for distribution after satisfaction of all debts and liabilities will be given or transferred to some other institution or institutions:
- (i) having charitable objects similar to the Company;
 - (ii) which is a registered charity under the ACNC Act if the Company was registered;
 - (iii) to which income tax deductible gifts can be made; and
 - (iv) whose constitution prohibits the distribution of its income and property to the institution's members equivalent to clauses 3 and 17.
- (b) The Board will determine the identity of the institution or institutions for the purpose of clause 17.2(a) at the time of dissolution.
- (c) If the Board fails to determine the identity of the institution or institutions under clause 17.2(b), the Members for the time being will make that determination.
- (d) If the Members fail to determine the identity of the institution or institutions under clause 17.2(c), the determination is to be made by application to the Supreme Court of New South Wales.
- (e) Despite clause 3 and 17.1, an Organisational Member may be chosen as an institution if it meets the requirements of clause 17.2(a).

18 Common seal

18.1 Adoption of common seal

The Company may adopt a common seal.

18.2 Use

- (a) A common seal may be used only by the authority of the Board, or of a committee of the Directors authorised by the Board to authorise the use of the common seal. Every document to which the common seal is affixed must be signed by:
- (i) two Directors; or
 - (ii) a Director and a Secretary (or another person appointed by the Board to countersign that document or a class of documents in which that document is included).

- (b) This clause 18.2 does not limit the ways in which the Company may execute a document.

19 Notices

- (a) If the Company receives a delivery failure notice on giving notice to a Member at their last known address, the Company will not be required to issue any further notices to that Member until it is notified of that Member's updated valid notice address.
- (b) A notice may be given by the Company to any Member by:
 - (i) sending it by post to the Member or leaving it at the Member's address as shown in the Register or the address supplied by the Member to the Company for the giving of notices;
 - (ii) serving it in any manner contemplated in this clause 19(b) on a Member's attorney as specified by the Member in a notice given under clause 19(c);
 - (iii) fax to the fax number supplied by the Member to the Company for the giving of notices; or
 - (iv) emailing it to the email address of the member last notified or otherwise known by the Company.
- (c) A Member may by written notice to the Secretary left at or sent to the registered office require that all notices to be given by the Company or the Directors be served on the Member's attorney at an address specified in the notice.
- (d) Where a notice is sent by post, service of the notice is taken to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected:
 - (i) in the case of a notice of a meeting, three days after the date of posting; and
 - (ii) in any other case, at the time at which the letter would be delivered in the ordinary course of post.
- (e) Where a notice is sent by fax or email, service of the notice is taken to be effected by properly addressing and sending or transmitting the notice and to have been effected on the day it is sent.
- (f) All Members agree and acknowledge that notices will generally be sent by email.

20 Indemnity and insurance

20.1 Indemnity

- (a) To the extent permitted by law, the Company will indemnify any person who is or has been a Director, Secretary or officer of the Company within the meaning of the Corporations Act and, if appropriate, an officer of a related body corporate, against a liability:
 - (i) incurred by the person acting in their capacity as a Director, Secretary or officer to a person other than the Company or a related body corporate unless the liability arises out of a lack of good faith; and
 - (ii) for the costs and expenses incurred by the person in:

- (A) defending proceedings, whether civil or criminal, in which judgment is given in favour of the person, or in which the person is acquitted; or
 - (B) connection with an application, in relation to such proceedings, in which the court grants relief to the person under the Corporations Act.
- (b) To the extent permitted by law, the Company may execute any deed in favour of any person who is or has been a Director, Secretary or officer of the Company within the meaning of the Corporations Act and, if appropriate, an officer of a related body corporate, to confirm the indemnities conferred by clause 20.1(a).
 - (c) Clause 20.1(a) applies whether or not any deed is executed under clause 20.1(b).

20.2 Insurance

To the extent permitted by law, the Company may pay insurance premiums in respect of insurance for the benefit of a Director, Secretary or officer acting in that capacity within the meaning of the Corporations Act against:

- (a) costs and expenses in defending any proceedings, whether civil or criminal, whatever their outcome; or
- (b) a liability arising from negligence or other conduct not being a liability incurred by the person acting in that capacity and arising out of conduct involving a wilful breach of duty in relation to the Company or a breach of the provisions of the Corporations Act dealing with improper use of inside information or position.

21 Gift Fund

21.1 Maintaining Gift Fund

While the Company has deductible gift recipient status, the Company must maintain a fund (**Gift Fund**) for the objects of the Company:

- (a) to which gifts of money or property for that object can 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.

21.2 Limits on use of Gift Fund

The Company must use the following only for the objects of the Company:

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

21.3 Bank account

The Company must maintain a separate bank account for the Gift Fund.

21.4 Winding up of Gift Fund

If the Gift Fund is wound up or if the endorsement of the Company as a deductible gift recipient is revoked (whichever occurs first), any surplus assets of the Gift Fund remaining after the payment of liabilities attributable to it must be transferred to a fund, authority or institution that is endorsed as a deductible gift recipient.