



SYDNEY NORTH
Health Network

SNPHN Ltd

ACN 605 353 884

ABN 38 605 353 884

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

*Adopted by the members in general meeting
on 7 November 2024*

CONSTITUTION

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CONSTITUTION

1 OBJECTS OF THE COMPANY

1.1 Objects

The Company is a charitable and not-for-profit institution established and operated in Australia solely 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-serviced groups;
- (b) strengthening the effectiveness, 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 health outcomes by developing, integrating and coordinating an equitable Primary Health Care sector;
- (e) promoting quality in Primary Health Care and improving health care by providing support to clinicians and providers;
- (f) improving 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) ensure community engagement, development 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 clinicians working in the Area 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 NOT FOR PROFIT

2.1 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, directly or indirectly, by way of dividend, bonus or otherwise.

2.2 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 7;
- (b) the payment, in good faith, by way of grant or subsidy to a Member and non-Member alike, 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) expenses properly incurred for the Company;
 - (ii) goods or services supplied to the Company;
 - (iii) interest on money lent to the Company; or
 - (iv) rent for premises let to the Company.

3 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.

4 MEMBERSHIP

4.1 Number of Members

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

4.2 Classes of Membership

The Company's Membership will comprise the classes of Members with the eligibility and rights set out in the table below, and such other voting or non-voting categories whose rights, benefits, privileges, entitlements, obligations, liabilities, eligibility and status will be determined by the Board.

Class	Eligibility	Rights (see also clause 4.3)
Individual Member	<p>Any individual Primary Health Care Practitioner 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:</p> <ul style="list-style-type: none"> (a) is a General Practitioner; (b) is an Allied Health Professional; (c) is a practice manager; (d) is a registered nurse working in general practice or the community; or (e) an eligible Individual as defined in the Regulations from time to time. 	Voting
Organisational Member	<p>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:</p> <ul style="list-style-type: none"> (a) is a peak body; (b) is a service provider, being an Organisation that provides Primary Health Care; (c) represents the community or consumers in the Area, and has demonstrated leadership and capability in supporting integrative health care in the Area; or (d) an eligible Organisation as defined in the Regulations from time to time. 	Voting
Associate Member	As set out in the Regulations from time to time.	Non-voting

4.3 Rights of Members

- (a) Each Organisational Member, and, subject to (c), each Individual Member, will have all rights conferred on Members by this Constitution including the right to attend, speak at and vote at general meetings.
- (b) Each Associate Member will have all rights conferred on Members by this Constitution including the right to attend and speak at a general meeting, but do not have the right to vote.
- (c) An Individual Member referred to in clause 5.11(c) may not speak or vote at a general meeting in their capacity as an Individual Member.

4.4 Admission to Membership

- (a) An applicant may be admitted to Membership if:

- (i) the Board is satisfied that the applicant has fully met the application process set out in the Regulations from time to time; and
 - (ii) the applicant's admission as a Member, and the applicant's class or sub-category (if relevant) of Membership, is approved by the Board.
- (b) 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.

4.5 **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.

4.6 **Membership not transferable**

Membership is not transferable. Subject to clauses 4.3 and 5.11(c), the rights, privileges and benefits of Membership are personal to each Member and are in force whilst the person or organisation is a Member.

4.7 **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.
- (c) The Board may establish Regulations to close the register to new Members for up to 60 days per year.
- (d) The Company may maintain a database of other Member details which is separate to the register of Members.

4.8 Cessation of Membership

A person automatically ceases to be a Member if the person:

- (a) resigns in writing to the Secretary;
- (b) 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) becomes bankrupt under the *Bankruptcy Act 1966* (Cth);
- (d) no longer meets the Membership requirements set out in clause 4.2;
- (e) dies or, in the case of an Organisational Member, is wound up or deregistered;
- (f) no longer has capacity to give informed consent as defined under mental health legislation which provides for the decision-making capacity of an individual; or
- (g) is removed pursuant to clause 4.9.

4.9 Disciplining Members

- (a) The Board may, in its absolute discretion, by resolution warn, censure, or suspend a Member, and the Company may by resolution expel a Member on the grounds that the Member:
 - (i) wilfully refuses or neglects to comply with this Constitution;
 - (ii) has been suspended by AHPRA;
 - (iii) has been deregistered by AHPRA for any reason other than the Members retirement from practice;
 - (iv) has been subject to a disciplinary determination made in respect of them by an relevant agency with competent jurisdiction and powers;
 - (v) 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 4.9(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 an independent committee established pursuant to the Regulations. 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 GENERAL MEETINGS

5.1 Annual General Meeting

- (a) The Board must convene the Annual General Meeting to be held at least once every year in accordance with the Corporations Act and Relevant Laws.
- (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 Relevant Laws, to announce the Directors elected in accordance with this Constitution and to transact any other business required by the Corporations Act or Relevant Laws or set out in the notice of meeting.

5.2 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) The Board must convene and hold a Special General Meeting if required by the Corporations Act or Relevant Laws.
- (c) The Board or three Directors may convene a Special General Meeting.
- (d) Subject to the Corporations Act, the Directors may postpone a general meeting or change the place at which it is to be held by giving no less than 72 hours prior notice of the place, date and time of the meeting to all persons to whom the original notice of meeting was given.

5.3 Notice of general meetings

- (a) Subject to the Corporations Act and Relevant Laws, at least 21 days' written notice must be given of all general meetings in accordance with the provisions of the Corporations Act and Relevant Laws, specifying:
 - (i) the place, date and time for the meeting;
 - (ii) the general notice of the business of the meeting;
 - (iii) whether or not it is a Hybrid Meeting;
 - (iv) Electronic Voting instructions if applicable;
 - (v) if a special resolution is to be proposed:
 - (A) an intention to propose the special resolution; and
 - (B) the special resolution itself; and
 - (vi) 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 5.3 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.

5.4 Meeting format and use of technology

- (a) Subject to the Corporations Act, a general meeting may be held as a physical meeting in two or more places, as a wholly virtual meeting, or as a Hybrid Meeting, as determined by the Board acting reasonably.
- (b) Such meetings must be held using any technology approved by the Board that gives Members as a whole a reasonable opportunity to participate.

5.5 Business of general meeting

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 5.1(c) in the case of the Annual General Meeting.

5.6 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.
- (c) A quorum consists of:
- (i) if there is between one and 20 Members, all Members present (including by Representative or proxy); and
 - (ii) if there is more than 20 Members, 20 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.

5.7 **Chair**

- (a) The Chair may chair a general meeting.
- (b) If the Chair is not present or willing to act, the Deputy Chair may chair;
- (c) If the Chair and Deputy Chair are unable or unwilling to act,
- (i) The Directors present may choose one of their number to chair the meeting; and
- (ii) If no Director is present, or if all the Directors present decline to chair, the Members present must choose one of their number to act as chair of that meeting.

5.8 **Adjournments**

- (a) The Chair 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 5.7(c), it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

5.9 **Voting at general meetings**

- (a) By default, resolutions at a general meeting must be decided on a show of hands. Voting at a Hybrid Meeting or a wholly virtual meeting will be by ballot, which may occur via Electronic Voting.
- (b) In the event of an inequality of votes the Chair does not have a second or casting vote.
- (c) A declaration by the Chair 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.
- (d) A poll for a resolution may be demanded by the Chair or any two Members present and entitled to vote on the resolution.

5.10 **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 Chair 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 Chair under clause 5.7 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 Chair must determine the issue and the determination made in good faith will be final and conclusive.

5.11 Entitlement to vote

- (a) Subject to clause 5.11(c) and any other 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.
- (c) An Individual Members' voting rights in their capacity as an Individual Member are suspended:
 - (i) for the period, if any, where they act as an Organisational Members' Representative; and/or
 - (ii) for the period, if any, where an Individual Member is an employee of the Company.

5.12 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.

5.13 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 Chair of the meeting, whose decision is final.
- (c) A vote allowed by the Chair after considering an objection under clause 5.13(b) is valid for all purposes.

5.14 Powers of Chair

In addition to powers conferred by law, the Chair 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.

5.15 **Ballot**

- (a) The Board may if it thinks fit submit any question or resolution to the vote of all Members entitled to a vote at a general meeting by postal or electronic ballot (**Ballot**) without a general meeting, unless the Relevant Laws require a general meeting.
- (b) The Board may determine in the Regulations:
 - (i) the form of the Ballot;
 - (ii) the polling date;
 - (iii) the method of responding to the Ballot; and
 - (iv) whether voting on the Ballot is to be secret.
- (c) A resolution approved by a majority or specific majority of the Members has the same force and effect as such a resolution passed in a general meeting.

6 DIRECTORS

6.1 **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.

6.2 **Number of Directors**

- (a) The Company will comprise between six and ten Directors, as follows:
 - (i) subject to clause 6.4, up to six directors elected by Members at or before the Annual General Meeting provided always that;
 - (A) two Directors must be General Practitioners;
 - (B) two Directors must be Allied Health Professionals each being from a different Allied Health profession;
 - (C) one Director must be a Registered Nurse; and
 - (ii) subject to clause 6.4, up to four Directors appointed by the Board, provided always that one Director must be a community representative.
 - (iii) Directors of the same profession must not make up 50% or more of the Board.

6.3 **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 6.4.
- (b) Each Member can nominate one person to be considered for election as an Elected Director if the nominee qualifies under clause 6.1.

6.4 **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 an Appointed Director, they must have experience in at least two 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.

6.5 **Eligibility to be a Director**

A person is eligible to become a Director if they:

- (a) are 18 years of age or older;
- (b) consent in writing to become a Director;
- (c) hold or have applied for a Director Identification Number (**DIN**);
- (d) are not prohibited, disqualified or otherwise prevented from being a Director under the Corporations Act or Relevant Laws; and
- (e) are not an employee of the Company.

6.6 **Tenure and rotation of Directors**

- (a) Subject to clause 6.7, 6.8 and 6.9, 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 they were declared elected.
- (b) Subject to clause 6.7, 6.8 and 6.9, 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 they were appointed.
- (c) A Director may serve a maximum of 9 years subject to the following:
 - (i) A Director may finish serving their current term of office even if it extends beyond 9 years.
 - (ii) The Board may approve a Director with specific skills required by the Board to be eligible to be elected or appointed (whether or not to a casual vacancy) to serve a further one year in addition to service allowed under clause 6.6(c)(i).

6.7 **Casual vacancies**

- (a) The Board may continue to act despite vacancies on the Board or non-compliance with clause 6.2(a). 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 their 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 6.3. 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 6.1(b).

6.8 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 their place. The person so appointed will hold office for the balance of the term of office of the original Director.

6.9 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) is no longer eligible to be a Director under clause 6.5;
- (b) becomes disqualified from being a Director pursuant to the Corporations Act or Relevant Laws;
- (c) fails to attend two consecutive board meetings without a reasonable excuse and without the Board's prior approval (excluding Board meetings convened on less than five days' notice);
- (d) no longer has capacity to give informed consent as defined under mental health legislation which provides for the decision-making capacity of an individual;
- (e) dies or becomes physically incapable of fulfilling their duties as a Director;
- (f) becomes a bankrupt under the *Bankruptcy Act 1966* (Cth);
- (g) is convicted of a criminal offence or is otherwise guilty of conduct which, in the reasonable opinion of the other Directors is unbecoming of a Director or prejudicial to the interests of the Company;
- (h) is deregistered by AHPRA or has had a disciplinary determination made in respect of them by the relevant authority; or
- (i) is prohibited from being a Director by virtue of the Corporations Act or Relevant Laws.

7 DIRECTORS' REMUNERATION

7.1 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).

7.2 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 their 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.

7.3 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.

8 POWERS AND DUTIES OF BOARD

8.1 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 Relevant Laws or by this Constitution, required to be exercised by the Company in general meeting.
- (b) Without limiting clause 8.1(a), the Board may exercise all the powers of the Company to:
 - (i) receive and distribute funds in a manner that attains the objects set out in clause 1.1;
 - (ii) raise money and grant security over property of the Company;
 - (iii) borrow money or to charge any property or business of the Company; and
 - (iv) issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.

8.2 Committees

- (a) The Board may establish committees or advisory councils (however named) 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 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
 - (iv) in the absence of any provision in the committee charter, meetings and proceedings of any committee are governed by the provisions of clause 9.

8.3 Delegation

- (a) 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 8.2(a).
- (b) The Board may amend or revoke the terms of its delegation at any time.

8.4 **Conflict**

- (a) A Director who has a material personal interest in a matter that relates to the Company's affairs must give the other Directors written notice of the interest unless the Corporations Act or Relevant Laws require otherwise.
- (b) To the maximum extent required by Law, a Director who has a material personal interest in a matter that is being considered by the Board must not be present while the matter is being considered, or vote on the matter.

9 **BOARD MEETINGS**

9.1 **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 Chair may convene Board meetings. The Secretary must on request of any two Directors convene a Board meeting.

9.2 **Meetings by technology**

The Board may hold a meeting in two or more places and conducted in a wholly virtual format or as a Hybrid Meeting if:

- (a) All Directors (other than any Director on leave of absence) have access to the technology to be used for the meeting;
- (b) those Directors participating by technological means can communicate with all other participating Directors; and
- (c) at the commencement of the meeting each Director must announce their presence to all the other Directors taking part in the meeting.

9.3 **Quorum of meetings**

- (a) The quorum for a Board meeting is more than half of the Directors entitled to attend and vote.
- (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.

9.4 **Chair**

- (a) The Directors shall elect from those among their number a Chair and Deputy Chair.
- (b) The Chair must chair a Board meeting.:
- (c) If the Chair is absent or unwilling to preside, the Deputy Chair may chair the Board meeting.

9.5 **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 Chair will not have a casting vote in the event of an equality of votes in addition to their deliberative vote.

9.6 **Circulating resolution**

A written resolution signed or approved by all Directors by technological means (other than any Director on an approved leave of absence is taken to be a decision of the Board passed at a Board meeting 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 at least 75% of eligible Directors sign the document containing the resolution.

10 **MINUTES**

- (a) The Board must cause to be kept in accordance with the Corporations Act and Relevant Laws:
 - (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 Chair of the meeting or by the Chair of the next succeeding meeting, are prima facie evidence of the matters stated in the minutes.

11 **SECRETARY**

11.1 **Appointment**

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

11.2 **Removal**

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

12 GENERAL ACCOUNTS

12.1 Preparation of accounts

The Board must cause proper accounting and other records to be kept in accordance with the Corporations Act and Relevant Laws.

12.2 Auditor

A properly qualified auditor, who must not be a Member, must be appointed and the auditor's duties regulated in accordance with the Corporations Act and Relevant Laws.

13 INSPECTION OF RECORDS

13.1 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.

13.2 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 13.1.

14 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.

15 CHIEF EXECUTIVE OFFICER

- (a) The Board may appoint a Chief Executive Officer on such terms and conditions as the Board determines from time to time.
- (b) The Board may remove the Chief Executive Officer for any lawful reason, subject to the Company complying with the terms of any agreement between the Company and the Chief Executive Officer.
- (c) Unless the Board determine otherwise, the Chief Executive Officer is entitled to attend Board meetings and general meetings.

16 WINDING UP

16.1 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.

16.2 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 Relevant Laws 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 16.
- (b) The Board will determine the identity of the institution or institutions for the purpose of clause 16.2(a) at the time of dissolution.
- (c) If the Board fails to determine the identity of the institution or institutions under clause 16.2(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 16.2(c), the determination is to be made by application to the Supreme Court of New South Wales.
- (e) Despite clause 2 and 16.1, an Organisational Member may be chosen as an institution if it meets the requirements of clause 16.2(a).

17 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 17(b) on a Member's attorney as specified by the Member in a notice given under clause 17(c); or
 - (iii) emailing it to the electronic 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 affected 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.

18 INDEMNITY AND INSURANCE

18.1 Indemnity

- (a) To the extent permitted by law, the Company will indemnify any person who is or has been a Director, Secretary or officer (**Indemnified Officer**) of the Company within the meaning of the Corporations Act and, if appropriate, an officer of a related body corporate, against a liability:
 - (b) incurred by the person acting in their capacity as an Indemnified 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
 - (c) for the costs and expenses incurred by the Indemnified Officer in:
 - (d) defending proceedings, whether civil or criminal, in which judgment is given in favour of the person, or in which the person is acquitted; or
 - (e) connection with an application, in relation to such proceedings, in which the court grants relief to the person under the Corporations Act.
 - (f) To the extent permitted by law, the Company may execute any deed in favour of any person who is or has been an Indemnified 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 18.1(a).
 - (g) Clause 18.1(a) applies whether or not any deed is executed under clause 18.1(f).
 - (h) The obligations of the Company to indemnify an Indemnified Officer as set out in this clause 18 are extinguished and terminated immediately prior to the Company taking any steps required under the Corporations Act for the Company to be voluntary de-registered or wound up.

18.2 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.

19 SURPLUS GIFTS

Any surplus gifts, fundraising contributions under Commonwealth taxation Laws and money received because of those gifts or contributions, must be transferred to eligible recipients selected under clause 16.2 on the earlier of:

- (a) the Company's deductible gift recipient endorsement being revoked; or
- (b) the winding up of the Company.

20 DEFINITION AND INTERPRETATION

20.1 Definitions

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

Term:	Definition:
AHPRA	Australian Health Practitioner Regulation Agency.
Allied Health Professional	an allied health practitioner, who is not a General Practitioner, who is registered with AHPRA or eligible for government funding, and who holds a qualification equal to an Australian Qualifications Framework Level 7, or its equivalent from time to time, or as otherwise determined by the Board.
Annual General Meeting	has the meaning given in clause 5.1(a).
Appointed Director	a Director appointed under clause 6.2(a)(ii).
Area	the Northern Sydney primary health network area as amended from time to time by the Commonwealth Department of Health.
Associate Member	A member that is an Associate as defined in the Regulations from time to time.
Board	the Board of Directors of the Company.
Chair	the Director and office bearer under clause 9.4
Company	means SNPHN Ltd ACN 605 353 884 ABN 03 605 353 884.
Community	residents of the Area
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 6.2(a)(i).
Electronic Voting	An electronic vote of members (including voting using electronic means, computer mediated voting and voting via

electric mail) conducted in accordance with this Constitution and the Regulations from time to time.

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.
Hybrid Meeting	A meeting held in two or more locations where some or all of the participants' attendance is enabled by audio and video conferencing or similar technology.
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 4.
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.
Registered Nurse	A registered nurse under the Nursing and Midwifery Board of Australia.
Relevant Laws	Laws regulating the registration, reporting or governance obligations of the Company including the <i>Australian Charities and Not-for-profits Commission Act 2012</i> (Cth).
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 11.
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 5.1(b).
Subscription Fee	a fee payable by Members to the Company in accordance with clause 4.5.

20.2 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) the singular includes the plural and vice-versa;
- (c) words importing a gender include each other gender;
- (d) headings and the table of contents do not affect the construction or interpretation of this Constitution; and
- (e) 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
- (f) a Member is deemed to be present in person when attending a general meeting by Representative or proxy.

20.3 Replaceable rules

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

20.4 Public company limited by guarantee

The Company is a public company limited by guarantee.

20.5 Interpretation subject to Relevant Laws

- (a) This Constitution is to be interpreted subject to the Relevant Laws. If there is any inconsistency, Relevant Laws prevail.
- (b) To the extent that Relevant Laws require this Constitution to include provisions so that the Company can hold a registration or exemption status, those provisions are taken to form part of this Constitution.