

**SUNSHINE COAST HEALTH NETWORK LTD**

ABN 21 156 526 706

**CONSTITUTION**

Version 8

**APPROVED BY THE MEMBERS IN GENERAL MEETING, 2018-11-20**

TABLE OF CONTENTS

1. GENERAL ..... 3

2. DEFINITIONS AND INTERPRETATION ..... 3

3. OBJECTS AND POWERS ..... 6

4. NON-PROFIT NATURE OF THE COMPANY ..... 7

5. MEMBERSHIP ..... 8

6. TERMINATION OF MEMBERSHIP ..... 11

7. FINANCIAL RECORDS ..... 14

8. GENERAL MEETINGS ..... 15

9. PROCEEDINGS OF MEETINGS ..... 17

10. VOTES OF MEMBERS ..... 20

11. THE BOARD OF DIRECTORS ..... 22

12. EXERCISE OF VOTING POWER ..... 25

13. PROCEEDINGS OF THE BOARD ..... 26

14. NOT USED ..... 28

15. BOARD COMMITTEES AND BY-LAWS ..... 28

16. POWERS OF THE BOARD ..... 29

17. APPOINTMENT OF ATTORNEYS OR AGENTS ..... 29

18. COMPANY SECRETARY ..... 30

19. OTHER SALARIED OFFICERS ..... 30

20. THE SEAL ..... 30

21. MINUTES ..... 31

NOTICES ..... 32

22. INDEMNITY AND INSURANCE ..... 33

**A COMPANY LIMITED BY GUARANTEE**  
CONSTITUTION of  
**SUNSHINE COAST HEALTH NETWORK LTD**

---

**1. GENERAL**

**1.1 Name of Company**

The name of the Company is **Sunshine Coast Health Network Ltd.**

**1.2 Replaceable Rules**

The Replaceable Rules do not apply to the Company.

**2. DEFINITIONS AND INTERPRETATION**

**2.1 Definitions**

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

‘Act’ means the *Corporations Act 2001* and the *Corporations Regulations 2001* and related corporate regulations;

‘ASIC’ means the Australian Securities and Investments Commission;

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

‘Appointed Director’ means a Director appointed to the Board in accordance with Clause 11.5;

‘Board’ means the board of Directors of the Company;

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

‘Board Committee’ means a sub-committee of the Board to which powers have been delegated by the Board pursuant to Clause 15;

‘Board Chairperson’ means the Director elected to the position of Board Chairperson by the Board in accordance with Clause 11.7;

‘Community’ means members of the public residing within the Region;

‘Company’ means Sunshine Coast Health Network Ltd;

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

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

‘Director Eligibility and Board Composition Policy’ means the policy made from time to time under Clause 11.2;

‘Elected Director’ means a Director elected to the Board in accordance with Clause 11.4;

‘General Practice’ means the delivery of services provided by or under the supervision of a General Practitioner;

‘General Practitioner’ means a medical practitioner registered with the Medical Board of Australia under General Registration;

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

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

‘Member’ means an organisation that, at the relevant time, is a member of the Company admitted in accordance with this Constitution;

‘Member’s Representative’ means in relation to a member as defined under Clause 5.2 and appointed under Clause 5.3;

‘Nominations Committee’ means the committee formed from time to time under Clause 11.3;

‘Primary Health Care’ means socially appropriate, universally accessible, scientifically sound first level care provided by a suitably trained and qualified workforce supported by integrated referral systems and in a way that gives priority to those in most need, maximises community and individual self-reliance and participation and involves collaboration with other sectors to improve the overall health of the individual or community.

It includes the following:

- health promotion and education;
- illness prevention;
- care of the sick;
- advocacy;
- development of a healthy community

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

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

‘Registered Address’ means the address of a Member last notified by the Member of the Company;

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

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

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

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

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

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

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

## **2.2 Interpretation**

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

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

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

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

### **3. OBJECTS AND POWERS**

#### **3.1 Objects of Company**

The company is established to be a not-for-profit charitable institution whose objects are:

##### Health Service Access and Delivery

- (a) Improve consumer access to health services by improving the coordination and integration of health services within the primary health care sector and across other sectors of the health care system.
- (b) Identify and deliver improved access to health services for identified underserved and at risk groups within the community.

##### Integration and Workforce Development

- (c) Improve coordination, collaboration and integration of primary health care providers within the region.
- (d) Enhance workforce development, educational and professional development opportunities for primary health care providers.
- (e) Educate and assist primary health care providers within the region to attain safety and quality standards for service delivery.

##### Service Planning, Health Promotion and Quality Improvement

- (f) Promote a culture of efficiency, accountability and continuous improvement in the delivery of primary health care services.
- (g) Improve the planning of primary health care services to identify health needs of the community, develop locally focused and responsive health services and address service delivery gaps.
- (h) Analyse and prioritise services to address the health inequalities for the local indigenous population.
- (i) Support the implementation of initiatives to improve disease prevention and management.
- (j) Promote primary health care and the centrality of general practice in the delivery of effective integrated health management for the local community.

#### **3.2 Powers of the Company**

- (a) The Company may only exercise the powers in section 124(1) of the Act to:
  - i. carry out the objects in Clause 3.1; and

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

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

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

- (a) Subject to paragraph (b), the surpluses, profits or other income and property of the Company must be applied solely in furtherance of the objects of the Company in clause 3.1 and no portion of it may be paid or transferred, directly or indirectly, to any Member whether by way of dividend, bonus or otherwise.
- (b) Nothing in paragraph (a) prevents any payment in good faith by the Company of:
  - i. reasonable and proper remuneration to any Member or officer or to an organisation of which an officer or Member is a partner, for any services actually rendered or for real property or goods supplied to the Company in the ordinary and usual course of business;
  - ii. the payment or reimbursement of out-of-pocket expenses incurred by a Member or officer or to an organisation of which an officer or Member is a partner on behalf of the Company where the amount payable does not exceed an amount previously approved by the Board;
  - iii. reasonable and proper rent for premises leased by any Member or to a firm of which an officer or Member is a partner to the Company; or
  - iv. the reduction of the annual subscription of any Member.
- (c) The making of any payment by the Company to a Director, whether directly or indirectly, is prohibited, except:
  - i. for the payment of remuneration and out-of-pocket expenses incurred by a Director in the performance of any duty as a director of the Company where the amounts payable, if any, do not exceed reasonable amounts previously approved by the Board;
  - ii. for payment of any service rendered to the Company by the Director in a professional or technical capacity, other than in the capacity as director, where the provision of the service has the prior approval of the Board and is not more than an amount which would be a reasonable commercial payment for the service from an independent party.

## 4.2 Limited Liability of Members

- (a) The liability of Members is limited. Each Member undertakes to contribute to the Company's property if the Company is wound up while the Member holds current membership or within one year after the Member ceases to be a Member such amount as may be required not exceeding \$10.00. Contributions will be for payment of the Company's debts and liabilities contracted before the Member ceases to be a Member and of the costs, charges and expenses of winding up the Company and for adjustment of the rights of the contributories among themselves.

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

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

- (a) which has objects similar to the objects of the Company; and
- (b) the constituent documents of which prohibit the distribution of its income and property among its members on terms substantially to the effect of Clause 4.1,

as determined by the Members by ordinary resolution at or before the time of winding up or dissolution of the Company and, in default of any such determination, by the Supreme Court of Queensland.

## 5. MEMBERSHIP

### 5.1 Membership

The membership of the Company shall comprise such organisations as the Board admits to membership in accordance with this Constitution.

### 5.2 Qualification for Membership

Membership is open to any organisation that:

- (a) meets the criteria prescribed from time to time by the Board in respect of its formation as a legally recognised organisation;
- (b) demonstrates to the satisfaction of the Board that it is supportive of or has a bona fide interest in the achievement of the objects of the Company;
- (c) completes and lodges an application for Membership in the form and manner, and providing such supporting information, as may be from time to time prescribed by the Board;
- (d) pays the application fee from time to time prescribed by the Board when lodging the application for Membership;



- (e) in the opinion of the Board (which opinion may be determined in the absolute discretion of the Board) meets the membership eligibility criteria from time to time promulgated by the Board; and
- (f) is accepted to Membership by a resolution of the Board.

#### **5.2A Membership Policy**

The Board shall maintain a Membership Policy that details the membership eligibility criteria.

#### **5.3 Rights and Obligations of Membership**

- (a) The Members of the Company agree to be bound by the provisions of this Constitution.
- (b) For so long as a Member abides by the provisions of this constitution, the Member shall enjoy the rights and privileges of membership under this Constitution and the Act.
- (c) All Members of the Company are Ordinary Members.
- (d) Ordinary Members have the right to:
  - i. receive notices of, and to attend and be heard at any general meeting of the members of the company;
  - ii. vote in person (by their representative) or by proxy at any properly convened general meeting of the members of the company; and
  - iii. cast a vote in any properly held postal ballot.

#### **5.4 Member's Representatives**

- (a) Each Member must appoint an individual as its representative to exercise all or any of the rights and powers of this Member under this Constitution or the Act.
- (b) The appointment must be in writing, duly executed by the Member and provided to the Secretary.
- (c) The appointment may be a standing one.
- (d) The Member's Representative may exercise, on this Member's behalf, all of the rights and powers that this Member could exercise at a meeting or in voting on a resolution.
- (e) The Company may provide any notices or other communications to the Member by providing such notice or communication to their Member's Representative.
- (f) If the appointment is by reference to a position held, the appointment must identify the position.

- (g) A standing appointment of a Member's Representative is valid until notice of revocation of that appointment, duly executed by that Member, is received by the Secretary.

## 5.5 Becoming a Member

- (a) Not Used.
- (b) The application for Membership shall be made in writing signed by the applicant and shall be in such form as the Board prescribes, from time to time.
- (c) At the next meeting of the Board after the receipt of any application for Membership, such application shall be considered by the Board, which shall thereupon determine upon the admission or rejection of the applicant. The Board is not required to give any reason for the rejection of an application.
- (d) When an applicant has been accepted for Membership, the Secretary or other person designated by the Board shall immediately send to the applicant written notice of this acceptance.
- (e) The acceptance of an applicant to be a Member is subject to payment of any entrance fee and first annual subscription and if such payment is not made at the latest, within 2 calendar months after the date of the notice of acceptance of Membership application then the Board, may in its discretion, cancel its acceptance of the applicant for Membership of the Company.
- (f) If the applicant is not admitted to Membership in due course, any monies paid by them to the Company must be returned in full.
- (g) Any certificate of Membership issued by the Company remains the property of the Company.

## 5.6 Renewing membership

- (a) The Membership year runs from 1 July to 30 June, concurrently with the Company's financial year.
- (b) The joining fee and annual subscription payable by Members of the company shall be as prescribed by the Board.
- (c) The annual application for renewal of Membership shall be made by the Member in such form as the Board prescribes, from time to time.
- (d) At the next meeting of the Board after the receipt of any application for renewal of Membership, such application shall be considered by the Board which shall thereupon determine upon the acceptance or rejection of the application for renewal. The Board is not required to give any reason for the rejection of an application.
- (e) A membership lapses at the end of business on 31 August in each year, if:
  - i. annual subscription fees or other amounts due and owing as at that date, if any, remain unpaid; or

- ii. membership renewal application or other information required to be provided to the Company under this Clause 5 is not provided in a manner that is satisfactory to the Board.

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

**5.8** The rights and privileges of each Member are vested in the Member and must be exercised exclusively by its Member's Representative (other than voting on a poll at a general meeting, which right may be exercised by proxy), unless the Board has approved upon application in advance in writing for this not to be the case.

## **6. TERMINATION OF MEMBERSHIP**

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

- (a) A Member may resign their Membership at any time, by giving one month's notice in writing to the Secretary, but shall continue to be liable for all arrears due and unpaid at the date the resignation takes effect and for all other moneys due by that Member to the Company.
- (b) A Member may not seek a refund of any annual subscription or entrance fee notwithstanding when the Member resigns their membership.
- (c) A Member's rights to membership automatically cease upon any of the following occurring:
  - i. Not Used.
  - ii. they are deemed by the Board under the Clause 6.2 to be no longer acceptable as a member;
  - iii. they resign pursuant to Clause 6.1(a);
- (d) The Board may remove any Member from the Register of Members:
  - i. if the Member has failed to pay any monies due and owing to the Company but unpaid for two (2) calendar months after the Company has served a Demand Notice on the member specifying the amount owing and requiring payment of the monies owing within fourteen (14) days and the Member has failed to comply with the Demand Notice within the fourteen (14) day period; provided however that,
  - ii. the Board may, at its option after the expiration of the fourteen (14) day period, suspend the Member from enjoying all privileges of Membership whilst monies remain outstanding but may reinstate the Member on payment of all arrears but notwithstanding any delay in taking action to expel a Member under this paragraph, the Board may proceed with expulsion if the Member continues to fail to pay outstanding monies; and

- iii. the Directors have served the Member with a Notice of Intention to Expel at least fourteen (14) days' before the proposed expulsion.

## 6.2 Conduct and Competency of Members and Members' Representatives

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

then the Board must consider the complaint as soon as practicable and the Board (or any person or persons appointed by the Board for the purpose) then may do any one or more of the following:

- v. require the complainant to provide further particulars of the complaint;
  - vi. carry out an investigation into the complaint;
  - vii. attempt to resolve the complaint by reconciliation or mediation in accordance with Clause 6.3;
  - viii. decline to entertain the complaint (because, for example, the complaint is frivolous, vexatious, misconceived or lacking in substance);
  - ix. conduct a hearing into the complaint.
- (d) After a hearing of the complaint against a Member or Member's Representative, the Board, if they find the complaint substantiated, may do any one or more of the following:
    - i. caution or reprimand the Member or Member's Representative;
    - ii. direct the Member or Member's Representative to rectify a breach of the Members' Code of Conduct and may also specify the manner in which the Member or Member's Representative is to do so;

- iii. expel or suspend the Member from Membership of the Company; and
  - iv. require the Member to replace their Member's Representative.
- (e) If the Board does not find the complaint substantiated, they must dismiss the complaint.
  - (f) Within thirty (30) days of its decision, the Board must give a written statement of the decision to the complainant and the Member against whom the complaint was made. The statement must include the reasons for the decision.
  - (g) The Company must deal with any complaint in accordance with the rules of natural justice.
  - (h) No matter or thing done or omitted by the Board or by a person acting in accordance with a resolution of the Board subjects the Board or the Company or the person to any liability if the matter or thing was done or omitted in good faith for the purpose of implementing the procedure specified in the Constitution for the determination of complaints and the disciplining of members.

### 6.3 Grievance Procedures & Mediation

- (a) The grievance procedure set out in this clause applies to disputes under these Rules and is available between:
  - i. a Member and another Member; or
  - ii. a Member and the Company.
- (b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all of the parties.
- (c) If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the parties must, within ten (10) days, hold a meeting in the presence of a mediator.
- (d) The mediator must be a person chosen by agreement between the parties or in the absence of agreement:
  - i. in the case of a dispute between a Member and another Member, a person appointed by the Board; or
  - ii. in the case of a dispute between a Member and the Company, a person who is a mediator under the terms of the *Dispute Resolution Centres Act 1990 (Qld)* and appointed by the Dispute Resolution Centre or a person mutually agreed by the Member and the Company
- (e) The mediator cannot be a Member which is a party to the dispute.
- (f) The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.

- (g) The mediator, in conducting the mediation, must:
  - i. give the parties to the mediation process every opportunity to be heard;
  - ii. allow due consideration by all parties of any written statement submitted by any party; and
  - iii. ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- (h) The mediator must not determine the dispute.
- (i) If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the law or this Constitution.

## **7. FINANCIAL RECORDS**

### **7.1 Inspection of records of the Company**

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

### **7.2 Maintenance of a Gift Fund**

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

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

### **7.3 Gift Fund Bank Account**

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

#### 7.4 Limits of Use of Gift Fund

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

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

### 8. GENERAL MEETINGS

#### 8.1 General meetings

- (a) General meetings of the Company, other than Annual General Meetings, may be called by the Board and held at the times and places and in the manner determined by the Board with the giving of at least twenty one (21) days' notice.
- (b) The Members may not convene or requisition any meeting of the Company except as permitted by the Act.
- (c) By resolution of the Board, any general meeting (other than a general meeting which has been convened or requisitioned by Members in accordance with the Act) may be cancelled or postponed prior to the date on which it is to be held.
- (d) Notice of cancellation or postponement of a general meeting must state the reason for cancellation or postponement and be given to each Member, and to each other person, entitled to be given notice of a general meeting under the Law or these Rules.
- (e) A notice of postponement of a general meeting must specify:
  - i. the postponed date and time for the holding of the general meeting;
  - ii. a place for the holding of the general meeting which may be either the same as or different from the place specified in the notice convening the meeting; and if the general meeting is to be held in two (2) or more places, the technology that will be used to facilitate the holding of the general meeting in that manner.
- (f) The number of clear days from the giving of a notice postponing the holding of a general meeting to the date specified in that notice for the holding of the postponed meeting must not be less than the number of clear days' notice of the meeting required to be given by this Constitution or the Law.
- (g) The only business that may be transacted at a general meeting the holding of which is postponed is the business specified in the notice convening the meeting.
- (h) Where:
  - i. by the terms of an instrument appointing a proxy, a proxy is authorised to attend and vote at a general meeting to be held on a specified date or at a general meeting or general meetings to be held on or before a specified date; and

- ii. the date for holding the meeting is postponed to a date later than the date specified in the instrument of proxy, then, by force of this clause, that later date is substituted for and applies to the exclusion of the date specified in the instrument of proxy unless the Member appointing the proxy gives to the Company at its registered office notice in writing to the contrary not less than 48 hours before the time to which the holding of the meeting has been postponed.
- (i) The non-receipt of notice of a general meeting or cancellation or postponement of a general meeting by, or the accidental omission to give notice of a general meeting or cancellation or postponement of a general meeting to, a person entitled to receive notice does not invalidate any resolution passed at the general meeting or at a postponed meeting or the cancellation or postponement of a meeting.
  - (j) The Chair of a general meeting may refuse admission to, or require to leave and remain out of, the meeting any person:
    - i. in possession of a pictorial-recording or sound-recording device;
    - ii. in possession of a placard or banner;
    - iii. in possession of an object considered by the Chair to be dangerous, offensive or liable to cause disruption;
    - iv. who refuses to produce or to permit examination of any object, or the contents of any object or container, in the person's possession;
    - v. who behaves or threatens to behave in a dangerous, offensive or disruptive manner; or
    - vi. who is not:
      - A. a Member's Representative;
      - B. a proxy of a Member;
      - C. a Director;
      - D. the Auditor of the Company; or
      - E. a Secretary of the Company.

**8.2** A person, other than a Member's representative, a proxy of a Member, a Director, a Secretary, or the Auditor of the Company, who is requested by the Board or the Chair to attend a general meeting as an invitee of the Board, is entitled to be present.

**8.3** Notice of Annual General Meeting

- (a) Subject to Clause 8.1(b), not less than 21 days' notice (excluding the day on which the notice is deemed to be served and the day of the meeting) of any general meeting including the Annual General Meeting, must be given by the Board in the form and in the manner the Board thinks fit.
- (b) In computing the period of notice under paragraph (a), both the day on which the notice is given or taken to be given and the day of the meeting convened by it are to be disregarded.



- (c) Notice of meetings must be given to the Members and to such persons as are entitled under these Rules or the Act to receive notice. However, the non-receipt of a notice of general meeting by, or the accidental omission to give notice to, any person entitled to receive notice does not invalidate any resolution passed at that meeting.
- (d) If the meeting is to be held at 2 or more places the notice is to set out details of the technology that will be used to facilitate such a meeting and any other matters required to be stated by the Act in relation to the use of such technology.

## **9. PROCEEDINGS OF MEETINGS**

### **(a) Business of general meetings**

The business of an Annual General Meeting is to:

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

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

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

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

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

- i. the sale of the main undertaking or business of the Company;
- ii. the amalgamation of the Company's business or activities with another organisation;

- iii. any other matter required to be determined by the Members under the Act or these Rules.

### **9.1 Quorum**

- (a) No business (other than the election of the Chair or the adjournment of the meeting) shall be transacted at any general meeting, including the Annual General Meeting, unless a quorum of at least 10% of the total number of Members is present.
- (b) For the purpose of paragraph (a), a Member is present at a meeting if present by Member's Representative or proxy.
- (c) If within half an hour from the time appointed for the meeting a quorum is not present in accordance with paragraph (a), the meeting, if convened or requisitioned by Members shall be dissolved; if convened by the Board, then it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, be adjourned until further notice.

### **9.2 Chair of General Meetings**

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

### **9.3 Acting Chair**

- (a) If during any general meeting, the Chair acting pursuant to Clause 9.2 is unwilling to take the chair for any part of the proceedings, the Chair may withdraw from the chair during the relevant part of the proceedings and may nominate any other Director to be acting Chair of the meeting during the relevant part of the proceedings.
- (b) Upon the conclusion of the relevant part of the proceedings, the acting Chair must withdraw and the Chair may retake the chair.

### **9.4 General conduct of meeting**

- (a) Except as provided by the Act, the general conduct of each general meeting of the Company and the procedures to be adopted at the meeting are as determined by the Chair.
- (b) On a show of hands, each Member present by Member's Representative is entitled to cast one (1) vote.
- (c) On a poll each Member present by Member's Representative or by proxy is entitled to cast one (1) vote.

- (d) The Chair may, at any time the Chair considers it necessary or desirable for the proper and orderly conduct of the meeting, demand the cessation of debate or discussion on any business, question, motion or resolution being considered by the meeting and require the business, question, motion or resolution to be put to a vote of the Members.
- (e) The Chair may require the adoption of any procedure which is in the Chair's opinion necessary or desirable for the proper and orderly casting or recording of votes at any general meeting of the Company, whether on a show of hands or on a poll.

#### **9.5 Adjournment**

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

#### **9.6 Voting**

- (a) Each motion submitted to a general meeting is to be decided in the first instance by a show of hands.
- (b) In the case of an equality of votes, on either a show of hands or a poll, the matter is decided in the negative. The Chair has no casting vote.
- (c) Subject to the requirements of the Act, a resolution (but not a special resolution) is taken to be carried if a simple majority of the votes cast on the resolution are in favour of it.

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

- (a) At any general meeting, unless a poll is demanded, a declaration by the Chair that a resolution has been passed or lost, having regard to the majority required, and an entry to that effect in the book to be kept of the proceedings of the Company signed by the Chair of that or the next succeeding meeting, is conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- (b) A poll may be demanded:
  - i. before a vote on a show of hands is taken;
  - ii. before the voting results on a show of hands are declared; or

- iii. immediately after the voting results on a show of hands are declared.
- (c) A poll may be demanded by:
  - i. the Chair; or
  - ii. at least two (2) Members.
- (d) No poll may be demanded on the election of a Chair of a meeting.

#### **9.8 Taking a poll**

- (a) If a poll is demanded as provided in Clause 9.7, it is to be taken in the manner and at the time and place as the Chair directs, and the result of the poll is deemed to be the resolution of the meeting at which the poll was demanded.
- (b) The demand for a poll may be withdrawn. In the case of any dispute as to the admission or rejection of a vote, the Chair's determination in respect of the dispute made in good faith is final.

#### **9.9 Continuation of business**

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

#### **9.10 Postal ballot**

- (a) The Board, at its sole discretion, may decide to put to the Members any ordinary or special resolution by postal ballot in lieu of holding a general meeting other than an Annual General Meeting.
- (b) The Board may prescribe detailed procedures (not inconsistent with the Act and/or this Constitution) for the conduct of the postal ballot.

### **10. VOTES OF MEMBERS**

#### **10.1 Voting rights**

- (a) No Member may vote at any general meeting (by way of Member's Representative or proxy) if the Member's Annual Subscription is more than two (2) months in arrears at the date of the meeting.

#### **10.2 Appointment of proxies**

- (a) A Member may appoint one proxy for a general meeting only if its Member's Representative is unable to attend that general meeting.
- (b) A proxy need not be a Member or Member's Representative.

- (c) If so determined by the Board, a proxy form may be directed, by providing the voting options of 'For', 'Against' and Abstain' on any motion. No Member is obliged to adopt any of these options.
- (d) The instrument appointing a proxy must be:
  - i. deposited at the Registered Office;
  - ii. faxed to the Registered Office; or
  - iii. deposited, faxed or sent by electronic mail to any other place specified in the notice of meeting

at least forty eight (48) hours (or a lesser period as the Board may determine and stipulate in the notice of meeting) before the time for holding the meeting or adjourned meeting or poll at which the person named in the instrument proposes to vote.
- (e) No instrument appointing a proxy is, except as provided in these Rules, valid after the expiration of two (2) months after the date of its execution.

### **10.3** Validity of vote

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

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

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

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

- (a) The Board may issue a form of proxy for use by the Members with any notice of general meeting of Members or any class meeting of Members. Each form is to make provision for

the Member to write in the name of the person to be appointed as proxy and may provide that, if the Member does not so write in a name, or if that person does not attend, then the proxy is to be a person whose name is pre-printed on the form.

- (b) The form may include the names of any of the Directors or of any other person as a suggested proxy.

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

### **11.1 Number of Directors**

- (a) The number of Directors must be not less than 3 and no more than 9.
- (b) If the number of Directors is reduced below the minimum number prescribed by this Constitution, the continuing Director or Directors may act only to:
  - i. appoint additional Directors to the minimum number prescribed by this Constitution;  
or
  - ii. convene a general meeting.
- (c) The Board must consist of:
  - i. a minimum of 3 and up to 7 Elected Directors; and
  - ii. up to 2 Appointed Directors.

### **11.2 Director Eligibility and Board Composition Policy**

- (a) The Board must agree from time to time in writing on its policy regarding Director eligibility and Board composition.
- (b) The Director Eligibility and Board Composition Policy must include the following Director eligibility criteria:
  - i. the person is not an employee of the Company or any related entity employing staff of the Company;
  - ii. the person does not hold any positions or have any interests which would hinder, or be reasonably likely to hinder, the person's ability to exercise independent judgment in decision-making as a Director;
  - iii. the person is not ineligible by law for election or appointment to the Board.
- (c) The Director Eligibility and Board Composition Policy must include the following Board composition criteria:
  - i. the Board must not be composed of a majority of General Practitioners;

- ii. of the non-General Practitioners on the Board, at least 1 must reside within the Region; and
- iii. the Board must not be composed of a majority of persons from any 1 profession.

### **11.3 Nominations Committee**

- (a) The Board must establish a Nominations Committee to:
  - i. develop and periodically review the Director Eligibility and Board Composition Policy and make recommendations to the Board (which may in its discretion adopt all or any part of the recommended policy, with or without further amendment); and
  - ii. determine the eligibility of persons nominated for election or being considered for appointment as Director, in accordance with the Director Eligibility and Board Composition Policy.
- (b) The Board must agree from time to time in writing on its policy regarding the composition, terms of reference and procedures of the Nominations Committee.

### **11.4 Elected Directors**

- (a) An Elected Director is elected at an Annual General Meeting as follows:
  - i. Not Used
  - ii. the interested party must apply in writing in the form determined by the Board and in accordance with the rules and conditions determined by the Board and attached to the application form;
  - iii. the nominations committee must consider all applicants under the Director Eligibility and Board Composition Policy;
  - iv. a list in alphabetical order of the names of all applicants determined by the Nominations Committee to be eligible for election in accordance with the Director Eligibility and Board Composition Policy, must be provided to all Members at least 7 days before the election is to be held;
  - v. the Nominations Committee is not required to recommend any applicant to the Members if the Nominations Committee does not consider the applicant to be appropriate for election to the Board in accordance with the Director Eligibility and Board Composition Policy, even where the number of applicants is less than the number of vacancies on the Board;
  - vi. each Member is entitled to vote for any number of candidates not exceeding the number of vacancies on the Board;

- vii. the election may be held at the Annual General Meeting or by way of postal ballot held prior to the Annual General Meeting with the results announced at the Annual General Meeting;
  - viii. the election (whether by show of hands, poll or ballot) must allow Members to vote for or against each candidate individually;
  - ix. an elected candidate becomes a Director upon signing a contract with the Company for that purpose.
- (b) Each Elected Director will serve for a term of approximately 3 years commencing from the meeting at which the Elected Director was elected, but is eligible for re-election or re-appointment if not then disqualified by this Constitution or the Act from being re-elected or re-appointed.
  - (c) The Board must implement a staggered rotational system of election of Elected Directors such that at each Annual General Meeting, approximately one-third of Elected Directors, each of whom has served a term of approximately 3 years, must retire from office. Where more than one-third of Elected Directors shall have served a term of approximately 3 years, those to retire shall be those who have been longest in office since their election. As between persons who became Directors on the same date, those to retire shall be determined by lot unless they otherwise agree amongst themselves.

#### **11.5 Appointed Directors**

- (a) The Board may appoint up to 2 Appointed Directors.
- (b) The Board may only appoint a person as an Appointed Director if that person has been determined by the Nominations Committee to be eligible for appointment in accordance with the Director Eligibility and Board Composition Policy.
- (c) Subject to compliance with the Act with respect to confirmation of appointment of Directors, each Appointed Director will serve for a term of up to 3 years, or such lesser period as the Board may determine, but is eligible for re-election or re-appointment if not then disqualified this Constitution or the Act from being re-elected or re-appointed.

#### **11.6 Casual Vacancies**

- (a) If a casual vacancy arises in relation to an Elected Director, the Board may appoint a person determined by the Nominations Committee to be eligible for appointment in accordance with the Director Eligibility and Board Composition Policy as Director to fill the casual vacancy until the next Annual General Meeting.
- (b) The election of Elected Directors for the next Annual General Meeting must include an election of a person to fill the vacancy (but such vacancy is not to be taken into account in determining the number of directors that must retire by rotation at the Annual General Meeting). Any person appointed under paragraph (a) is eligible as a candidate in that election if not then disqualified by this Constitution or the Act.



- (c) Not Used.
- (d) For the purpose of determining eligibility under Clause 11.2(b)(iii), a person appointed under paragraph (a) is deemed not to have served a term of office as a Director until such time as the person is first re-elected or re-appointed, if at all, at or after the Annual General Meeting referred to in paragraph (b).

#### **11.7 Board Chairperson**

- (a) The Board must elect a Director as Board Chairperson at the first Board meeting held after the Annual General Meeting each year.
- (b) A Director who is Chair of another organisation which is a Member of or receives or provides goods or services to or from the Company, must not be elected as Board Chairperson.

#### **11.8 Not Used.**

#### **11.9 Directors – Vacation from Office**

- (a) A Director vacates their office if they:
  - i. resign their office by notice in writing to the Company;
  - ii. are declared bankrupt or make any arrangement or composition with their creditors generally;
  - iii. pursuant to the Act, cease to be a Director or are prohibited from being a director of a company;
  - iv. for more than three (3) consecutive Board meetings are absent from those Board meetings without the permission of the Directors; or
  - v. are replaced as a Director by a majority resolution of the Company in general meeting.

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

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

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

## **13. PROCEEDINGS OF THE BOARD**

### **13.1 Procedures relating to the Board meetings**

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

### **13.2 Meetings by telephone or other means of communication**

- (a) The Board may meet either in person or by telephone or by other means of instantaneous communications device(s) consented to by all Directors subject to the right of a Director to withdraw his or her consent within a reasonable period before a meeting.
- (b) The minutes of a meeting conducted by telephone or other means of instantaneous communications device(s) must note beside the name of each Director, the location from which each Director participated.
- (c) All the Directors for the time being entitled to receive notice of the Meeting of Directors are entitled to notice of a meeting by instantaneous communication device and to be linked by instantaneous communication device for the purposes of such a meeting. Notice of any such meeting may be given by the instantaneous communication device or in any other manner permitted by this Constitution.
- (d) At the commencement of the meeting, each of the Directors taking part in the Meeting by instantaneous communication device is able to hear each of the other Directors taking part.

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

### **13.3** Majority votes at Board meetings

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

### **13.4** Quorum at Board meetings

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

### **13.5** Powers of meetings

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

### **13.6** Validity of acts

- (a) All acts done at any meeting of the Board or by a Board Committee or by any person acting as a Director or a member of a Board Committee are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any of the Directors or members of the Board Committee or the person acting as a Director or that any of them were

disqualified, as valid as if every person had been duly appointed and was qualified and continued to be a Director or a member of the Board Committee (as the case may be).

- (b) If the number of Directors is reduced below the minimum number fixed pursuant to these Rules, the continuing Directors may act for the purpose of increasing the number of Directors to that number, or of calling a general meeting of the Company but for no other purpose.

#### **13.7 Resolution in writing**

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

#### **14. NOT USED**

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

##### **15.1 Power to establish Board Committees**

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

##### **15.2 Proceedings of Board Committees**

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

### **15.3 By-Laws**

- (a) The Board has the power from time to time to make such By-laws as are in its opinion necessary and desirable for the proper control, administration and management of the Company's affairs, operations, finances, interests, effects and property and to amend and repeal those by-laws from time to time.
- (b) By-laws are not effective until they are approved by the Company in general meeting.
- (c) A By-law:
  - i. must be subject to this Constitution;
  - ii. must not be inconsistent with any provision contained in this Constitution; and
  - iii. when in force, is binding on all Members and has the same effect as this Constitution.

## **16. POWERS OF THE BOARD**

### **16.1 General powers of the Board**

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

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

- (a) The Directors may from time to time by resolution or power of attorney executed in accordance with section 127 of the Act appoint any person to be the attorney or agent of the Company:
  - i. for the carrying out of the Objects;
  - ii. with the powers, authorities and discretions (not exceeding those exercisable by the Director under this Constitution);
  - iii. for the period;
  - iv. subject to the conditions, and
  - v. determined by the Directors.
- (b) An appointment by the directors of an attorney or agent of the Company may be made in favour of:
  - i. any company;

- ii. the members, directors, nominees or managers or any company or firm; or
  - iii. any fluctuating body of persons whether nominated directly or indirectly by the Directors.
- (c) A power of attorney may contain such provisions for the protection and convenience of persons dealing with an attorney as the Directors think fit.
- (d) The Directors may appoint attorneys or agents according to the By-laws.
- (e) An attorney or agent appointed under this clause may be authorised by the Directors to delegate all or any of the powers authorities and discretions for the time being vested in it.

## **18. COMPANY SECRETARY**

- (a) The Secretary holds office on such terms and conditions (including as to remuneration, if any) as the Board determines.
- (b) The Secretary is appointed and removed by the Board and may, but need not, be a Director.

## **19. OTHER SALARIED OFFICERS**

- (a) Subject to these Rules, the Board appoints the Chief Executive Officer and may appoint such officers and employees at such salaries for such periods and on such terms as it thinks fit and may, subject to conditions of the employment of such officers and employees, dispense with their services and re-appoint or appoint other officers and employees as it thinks fit.
- (b) The Board may delegate any of the above powers to the Chief Executive Officer or other Officers except the powers of appointment and removal and determination of terms and conditions of the appointment of the Chief Executive Officer.

## **20. THE SEAL**

### **20.1 Company Seal is optional**

The Company may have a Seal.

### **20.2 Affixing the Seal**

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

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

- (a) The Company may execute a document, including a deed, by having the document signed by any two (2) Directors or by one (1) Director and the Secretary.
- (b) The CEO may replace one of the signatories required by paragraph (a) but only where a Board resolution vests such authority in the CEO and where that resolution is still current in its effect. The CEO may not delegate this authority to any other person.
- (c) If the Company executes a deed, the document is to be expressed to be executed as a deed and be executed in accordance with the appropriate procedures set out in Clause 20.1 or this clause.

### **20.4 Other ways of executing documents**

Notwithstanding the provisions of Clause 20.2 and Clause 20.3, any document, including a deed, may be executed by the Company in any other manner permitted by law.

## **21. MINUTES**

### **21.1 Contents of minutes**

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

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

### **21.2 Signing of minutes**

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

### **21.3 Inspection of minutes and other records**

- (a) Subject to the Act the Board may determine whether and to what extent, and at what time and place and under what conditions the minutes of any Board meeting, financial records and other documents of the Company or any of them will be open to the inspection of Members other than the Board.

## **NOTICES**

### **21.4 Service of notices**

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

### **21.5 When notice deemed to be served**

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

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

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

### **21.7 Signature to notice**

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

### **21.8 Reckoning of period of notice**

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



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

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

## **21.10** Notification of change of address and representative

Every Member must notify the Company of any change of its address and any such new address must be entered in the Register of Members and upon being so entered, becomes the Member's Registered Address.

## **22. INDEMNITY AND INSURANCE**

### **22.1** Indemnity

- (a) Every person who is or has been a Director or other Officer is entitled to be indemnified out of the property of the Company against:
  - i. every liability incurred by the person in that capacity (except a liability for legal costs); and
  - ii. all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity,

unless:

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

### **22.2** Insurance

- (a) The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director or other Officer

against liability incurred by the person in that capacity, including a liability for legal costs, unless:

- i. the Company is forbidden by statute to pay or agree to pay the premium; or
- ii. the contract would, if the Company paid the premium, be made void by statute.