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CONSTITUTION

GIPPSLAND HEALTH NETWORK LIMITED

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Corporations Act 2001 (Cth)

Public company limited by guarantee

Gippsland Health Network Limited

ACN 155 514 702

1 NATURE OF COMPANY AND LIABILITY

Nature of Company

- 1.1 The Company is a public company limited by guarantee.

Liability of Members and guarantee on winding up

- 1.2 The liability of the Members is limited. Every Member undertakes to contribute \$50.00 to the assets of the Company if it is wound up while they are a Member, or within one year after the person ceases to be a Member, for:

- 1.2.1 payment of the Company's debts and liabilities contracted before they ceased to be a Member; and
- 1.2.2 costs and expenses of winding up.

2 OBJECT

- 2.1 The object of the Company is to improve the health of the community by:
- 2.1.1 primarily focusing on the delivery of Primary Health Care services to patients and the community for the prevention and control of diseases;
- 2.1.2 improving the planning of Primary Health Care services to identify health needs of the community, develop locally focussed and responsive health services and address service delivery gaps;
- 2.1.3 promoting Primary Health Care and the centrality of general practice for the delivery of effective integrated health management for the community, including initiatives aimed toward improving Primary Health Care, health, raising patient awareness and improving access to appropriate services;
- 2.1.4 providing support and education to clinicians and health service providers to improve their patient care;
- 2.1.5 establishing effective collaborations to deliver more coordinated, integrated, flexible and locally responsive health care services; and

- 2.1.6 promoting a culture of safety, efficiency, accountability and continuous improvement in the delivery of Primary Health Care services.
- 2.2 The Company will have all the powers and functions necessary or desirable to the maximum extent permitted by law. Without limitation, the Company may seek to achieve its object by:
 - 2.2.1 Raising money to further the objects of the Company and to secure sufficient funds for the pursuit of the object of the Company.
 - 2.2.2 Receiving any funds and to distribute these funds in a manner that best attains the object of the Company.
 - 2.2.3 Doing all such things as are incidental, convenient or conducive to the attainment of the object of the Company, including establishing or acquiring subsidiaries and participating in joint ventures.

3 MEMBERSHIP

Membership

- 3.1 The Members of the Company are the initial Members, as identified in the application for incorporation of the Company to the Australian Securities and Investments Commission, and such other persons as may be admitted to membership in accordance with this constitution, in each case until such time as the relevant person ceases to be a Member under clause 5.
- 3.2 A person is eligible to become a Member if:
 - 3.2.1 the person engages in or has a legitimate interest in the provision of Primary Health Care within the Region (for example, by being involved in the delivery, coordination, management, or capacity building of Primary Health Care); and
 - 3.2.2 the person is one of the following:
 - (a) a company registered under the Corporations Act or an incorporated association or other body corporate established or registered under another Act of Parliament, having either an Australian Company Number and/or an Australian Business Number;
 - (b) an individual primary health care practitioner registered with the Agency; or
 - (c) an individual allied health practitioner meeting any requirements that may be specified in regulations adopted by the Board from time to time; and
 - 3.2.3 the person is not an officer or employee of the Company. To avoid doubt, service on a Standing Committee (whether or not that role is remunerated) does

not, in and of itself, result in the relevant individual being an employee of the Company for the purposes of this clause 3.2.3.

- 3.3 Each Member as at the date of adoption of this constitution is deemed to satisfy the membership eligibility requirements set out in clause 3.2 as at the date the Company is registered.

Rights of Members

- 3.4 Unless this constitution provides otherwise, all Members have the same rights.

Membership not transferable

- 3.5 A Member's rights, privileges and benefits of membership are personal to the Member and membership of the Company is not transferable.

Trust and related arrangements

- 3.6 Except as required by law:

3.6.1 No person is to be recognised by the Company as holding its membership on trust or otherwise holding the membership as a representative of another person.

3.6.2 Regardless of it having notice of any other interest or right, the Company is not bound by, or compelled in any way to recognise, any equitable, contingent, future, partial or other right or interest in a Member's membership of the Company.

Members

- 3.7 A person that is a Member must do all of the following:

3.7.1 If the person applies for membership of the Company after the date of adoption of this constitution, pay the application fee determined in accordance with clause 4.1 (if any).

3.7.2 Pay the annual subscription determined in accordance with clause 4.2 (if any).

3.7.3 Comply with the provisions of this constitution.

- 3.8 A Member has the right to receive notices of any general meeting, attend and be heard at any general meeting and vote at any general meeting.

Form of application

- 3.9 An application for membership that is submitted after the date the Company is registered must comply with the following requirements:

3.9.1 It must be signed by or on behalf of the applicant.

3.9.2 It must be accompanied by the application fee determined in accordance with clause 4.1 (if any) and the annual subscription determined in accordance with clause 4.2 (if any).

3.9.3 It must be accompanied by such documents or evidence as to qualification for membership as the Board may, in its absolute discretion, determine from time to time.

Admission to membership

3.10 Any person that considers that it satisfies the eligibility criteria set out in clause 3.2 may apply for membership of the Company.

3.11 The Board may delegate to another person both the review of applications for membership and the final decision whether to admit or reject an applicant. The Board (or its delegate, as applicable) must consider an application for membership that is submitted in accordance with clause 3.10 as soon as practicable after its receipt and determine, with reference to the eligibility criteria set out in clause 3.2 but otherwise in the absolute discretion of the Board or its delegate (as applicable) the admission or rejection of the applicant.

3.12 Neither the Board nor its delegate has to give reasons for admitting or rejecting an applicant for membership.

3.13 If an application for membership is rejected, the Secretary must notify the applicant in writing of that fact within a reasonable period and refund to the applicant any application fee and any annual subscription paid by the applicant.

3.14 If an applicant is accepted for membership, the Secretary must notify the applicant of admission in such form as the Board may determine from time to time, and the name and details of the applicant must be entered in the Register.

3.15 An applicant that is accepted for membership becomes a Member when the applicant's name is entered in the Register.

Duration of membership

3.16 The membership of all Members as at the date of adoption of this constitution, and all persons subsequently admitted to membership prior to the First AGM, will end at the close of the First AGM. Thereafter, subject to clause 3.17, and without limiting clause 5, on and from the close of the First AGM, a Member's membership ends at the close of the third-next AGM (namely, the close of the Fourth AGM, Seventh AGM, Tenth AGM and every third successive AGM thereafter).

3.17 If a Member is readmitted to membership in the relevant year in accordance with clause 3.18, the Member's membership is deemed not to have ended under clause 3.16.

Application for readmission to membership

- 3.18 In a year during which a Member's membership ends in accordance with clause 3.16, the relevant person is entitled to apply to be readmitted to membership as follows:
- 3.18.1 The Member must apply to be readmitted to membership from the close of that year's AGM, using such form and providing such supporting information as the Board may prescribe from time to time before that AGM. The Member's application must be accompanied by payment of the annual subscription determined in accordance with clause 4.2 (if any). For the avoidance of doubt, if a Member fails to apply to be readmitted to membership in accordance with this clause 3.18, the Member's membership will end automatically in accordance with clause 3.16.
 - 3.18.2 The application to be readmitted to membership, any annual subscription and any required supporting information must be lodged on or before a date specified by the Board, being a date that is a reasonable period before the relevant AGM and in any event no less than 40 business days before that AGM.
 - 3.18.3 For the avoidance of doubt, the Board may delegate to another person both the review of applications to be readmitted to membership and the final decision whether to admit or reject an applicant for readmission to membership.
 - 3.18.4 The Board (or its delegate, as applicable) must consider an application for readmission to membership that is submitted in accordance with clauses 3.18.1 and 3.18.2 as soon as practicable after its receipt and determine, with reference to the eligibility criteria set out in clause 3.2 but otherwise in the absolute discretion of the Board (or its delegate, as applicable), the admission or rejection of the applicant. Such determination must be made a reasonable period before the relevant AGM.
 - 3.18.5 Neither the Board nor its delegate has to give reasons for accepting or rejecting an application for readmission to membership.
 - 3.18.6 If an application for readmission to membership is accepted, the Secretary must notify the applicant in writing of that fact within a reasonable time before the relevant AGM.
 - 3.18.7 If an application for readmission to membership is rejected, the Secretary must notify the applicant in writing of that fact within a reasonable time before the relevant AGM and refund to the applicant any annual subscription paid by the applicant at the time the relevant application was lodged.

Register of Members

- 3.19 A register of the Members of the Company must be kept in accordance with the Corporations Act.
- 3.20 The following details must be entered in the Register in respect of each Member:

- 3.20.1 The full name of the Member including the ACN or ABN of a Member that is a body corporate.
 - 3.20.2 The address of the Member (being the registered address in the case of a corporate Member).
 - 3.20.3 The date on which the entry of the Member's name in the Register is made.
- 3.21 The Register must also show the following information, which may be kept separately from the rest of the Register:
- 3.21.1 The name and details of each person which stopped being a Member within the last 7 years.
 - 3.21.2 The date on which each such person stopped being a Member.
- 3.22 The Company may also keep further registers recording other information about Members that is not required to be kept under the Corporations Act, for example:
- 3.22.1 The telephone number, facsimile number and email address (as applicable) of the Member.
 - 3.22.2 The full name, address, telephone number, facsimile number and email address (as applicable) of the Member's representative.
 - 3.22.3 Such other information as the Board may require.
- 3.23 Each Member must notify the Secretary in writing of any change in that Member's name, address, telephone or facsimile number or email address within one month after the change.

4 APPLICATION FEE AND ANNUAL SUBSCRIPTION

Application fee

- 4.1 The application fee payable by each applicant for membership after the date of adoption of this constitution is such sum as the Board may prescribe from time to time. For the avoidance of doubt, the application fee may be different for different applicants and may be nil.

Annual subscription

- 4.2 The annual subscription payable by a Member is such sum as the Board may prescribe from time to time. For the avoidance of doubt, the annual subscription may be different for different Members and may be nil.
- 4.2.1 Where the Board has prescribed that an annual subscription is payable, all annual subscriptions for the forthcoming period of approximately 12 months

are due and payable in advance by no later than the date of the AGM in each year.

- 4.2.2 If a person applies for membership after the most recent AGM, the Board may reduce the annual subscription payable by the applicant for the remainder of the relevant 12 month period in such manner as the Board in its absolute discretion considers fit.

Unpaid annual subscriptions

- 4.3 A Member ceases to be entitled to any of the rights or privileges of membership if any annual subscription payable by the Member in accordance with this clause 4 remains unpaid for two months after it becomes payable and a notice of default is given to the Member pursuant to a resolution of the Board. However, the rights or privileges of membership may be reinstated on payment of all arrears if the Board (in its absolute discretion) so resolves.

5 REMOVAL AND CESSATION OF MEMBERSHIP

Resignation

- 5.1 A Member may resign from membership of the Company by giving written notice to the Secretary.
- 5.2 Without limiting clause 5.12, the resignation of a Member is deemed to take effect from the date of receipt of the notice of resignation or such later date as is provided in the notice.

Other cessation of membership

- 5.3 Without limiting clause 5.12, a Member ceases to be a Member immediately upon any Termination Event occurring in respect of the Member.

Failure to pay

- 5.4 If a Member has not paid all arrears of annual subscriptions in accordance with clause 4.2 or, if paid, the Member's rights and privileges are not reinstated by the Board in accordance with clause 4.3, all of the following apply in respect of that Member:
- 5.4.1 The Member remains liable for all the obligations and liabilities of membership for six months after the date of notification under clause 4.3.
- 5.4.2 Without limiting clause 5.12, the Member ceases to be a Member and the Member's name must be removed from the Register at the end of the six month period.

Removal from membership

- 5.5 The Board may convene a meeting of Members to consider the removal of a Member from the Register if the Board in its absolute discretion resolves that the Member is no

longer considered suitable for membership of the Company including where (in the Board's opinion):

- 5.5.1 the Member no longer satisfies the eligibility criteria set out in clause 3.2; or
 - 5.5.2 the Member has committed any act or omission which is unbecoming of a Member or which has adversely affected the Company's interests or has the potential to do so.
- 5.6 The Board does not have to give reasons for recommending the removal of any Member from the Register.
- 5.7 The Board must provide at least two month's written notice to any Member of any intention to remove the Member from the Register, so as to enable the Member to provide any written representations to the Company.
- 5.8 Where a Member referred to in clause 5.7 makes any written representations and the Member requests that the representations be notified to Members of the Company, the Company must do both of the following:
- 5.8.1 State that the representations have been made in any notice of the resolution given to Members of the Company.
 - 5.8.2 Send a copy of the representations to every Member of the Company to whom the notice of the meeting has been or is sent.
- 5.9 The requirements in clause 5.8 do not apply to the Company if the Company receives the representations too late for it to satisfy those requirements.
- 5.9.1 If a copy of the representations is not so sent because they were received too late or because of the Company's default, the Member referred to in clause 5.7 may, without affecting any right to be heard orally, require the representations be read out at the meeting.
- 5.10 Despite clauses 5.8 and 5.9, copies of the representations need not be sent out and the representations need not be read out at the meeting if the Board is satisfied on reasonable grounds that the rights conferred by clause 5.8 are being abused, including to secure publicity for a defamatory matter.
- 5.11 An ordinary resolution of Members is required to pass the necessary resolution to remove the Member referred to in clause 5.7 under clause 5.5.

Consequences of resignation or other cessation of membership

- 5.12 Resignation from membership in accordance with clause 5.1, or a Member's membership ceasing in accordance with clause 3.16, clause 5.3, clause 5.4 or clause 5.11, does not limit the Member's liability under this constitution, and despite that cessation of membership the former Member continues to be liable for all fees and other money owing to the Company as at the date of the cessation of its membership of the Company and for any amount payable in accordance with clause 1.2.

6 NO PROFITS FOR MEMBERS

Transfer of income or property

6.1 Subject to clauses 6.2, 6.3 and 20, the Company may not pay or transfer any income or property, directly or indirectly, to any Member.

Payments, services and information

6.2 Nothing in this clause 6 prevents the Company from:

6.2.1 making a payment in good faith to a Member in carrying out the Company's charitable purposes;

6.2.2 making a payment in good faith of any of the following:

- (a) remuneration to any officers or employees of the Company for services actually rendered to the Company (including payment of directors' fees in accordance with clause 11.1);
- (b) an amount to any Member in return for any services actually rendered to the Company or for goods supplied to the Company by the Member on commercial arm's-length terms or terms more favourable to the Company;
- (c) reasonable and proper interest on money borrowed from any Member;
- (d) reasonable and proper rent for premises let by any Member to the Company;
- (e) reimbursement of expenses reasonably and properly incurred by any Member on the Company's behalf with the consent of the Board; or
- (f) a grant or similar contribution made by the Company in support of the Principal Purpose; or

6.2.3 providing services or information to the Members on terms which are different from the terms on which services or information are provided to persons who are not Members, or from providing services or information to Members on different terms from time to time.

6.3 Nothing in this clause 6 prevents a Member from receiving services from the Company.

7 GENERAL MEETINGS

Convening of meetings by Directors

7.1 Any two Directors may convene a general meeting.

Convening of meetings by Members

- 7.2 The Board must call and arrange to hold a general meeting if required to do so under the Corporations Act and in accordance with any requirements under the Corporations Act.

Notice of general meeting

- 7.3 The Board may give notice of a general meeting by any form of communication permitted by the Corporations Act, provided that where a Member has made an election or ad hoc request under the Corporations Act about how documents are to be sent to the Member, subject to the Corporations Act the Board must comply with that election or request.

7.3.1 The notice of a general meeting must specify whether the meeting is to be held wholly or partly using virtual meeting technology, the place or places (if any) of the meeting, the day and the hour of meeting and if the meeting is to be held in two or more places, the technology (if any) that will be used to facilitate the meeting, the general nature of the business to be transacted and any other matters as are required by the Corporations Act.

7.3.2 The accidental omission to give notice of any general meeting to, or the non-receipt of a notice by, a person entitled to receive notice does not affect the validity of any act, transaction, agreement, instrument, resolution or other thing.

Cancellation of general meetings

- 7.4 The Board may cancel a general meeting, other than a general meeting which the Board is required to convene and hold under the Corporations Act.

- 7.5 The Board may cancel a general meeting if notice of the cancellation is given to all persons entitled to receive notice of the meeting at least two business days prior to the time of the meeting as specified in notice of meeting.

Quorum at general meetings

- 7.6 The Members in general meeting may not transact any business unless a quorum of Members is present at the time when the meeting proceeds to business.

- 7.7 Except as otherwise set out in this constitution, a quorum for the purposes of a general meeting is the lesser of:

7.7.1 15 Members entitled to vote at the meeting (whether present in person or by representative, proxy or attorney); and

7.7.2 the number equal to 10% of the total number of Members entitled to vote at the meeting (whether present in person or by representative, proxy or attorney), rounded up to the next highest whole number.

- 7.8 If a quorum is not present within half an hour from the time appointed for the meeting or a longer period allowed by the chairperson:

7.8.1 If the meeting was convened by or on the requisition of Members, it must be dissolved.

7.8.2 Otherwise, it must stand adjourned to the same day in the next week at the same time and place or to another day and at another time and place determined by the Board.

7.9 If a meeting has been adjourned to another time and place determined by the Board, not less than five business days' notice of the adjourned meeting must be given in the same manner as in the case of the original meeting.

Quorum at adjourned general meetings

7.10 At the adjourned meeting, the quorum requirements in clause 7.7 apply, but if a quorum is not present within half an hour after the time appointed for the meeting, the meeting must be dissolved.

Appointment of chairperson

7.11 Every general meeting must be chaired by a chairperson. The chairperson will be determined as follows:

7.11.1 If the Board has elected a Director as Chair in accordance with clause 13.7, that person is entitled to chair every general meeting.

7.11.2 Secondly, if the Board has elected a Director as Deputy Chair in accordance with clause 13.8, that person is entitled to chair that meeting if either of the following applies:

- (a) No Chair has been elected in accordance with clause 13.7.
- (b) The Chair is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act.

7.11.3 Thirdly, the Directors present at the meeting must elect one of their number to chair that meeting if either of the following applies:

- (a) No Chair has been elected in accordance with clause 13.7, and no Deputy Chair has been elected in accordance with clause 13.8.
- (b) Neither the Chair nor the Deputy Chair is present within 15 minutes after the time appointed for the holding of the meeting, or if present is not willing to act.

7.11.4 Fourthly, the Members entitled to vote at the meeting present in person or by representative, proxy or attorney at the meeting must elect one of those Members to chair that meeting if either of the following applies:

- (a) There are no Directors present within 15 minutes after the time appointed for the holding of the meeting.

- (b) All Directors present decline to chair the meeting.

Chairperson's powers

- 7.12 The chairperson may temporarily vacate the chair at a general meeting in favour of another person present at any time and for any reason they see fit, and must do so if the Members are voting on the chairperson's election or re-election as a Director (if applicable).
- 7.13 Subject to the terms of this constitution regarding adjournment of meetings, the chairperson's ruling on all matters relating to the order of business, procedure and conduct of the general meeting is final and no motion of dissent from a ruling of the chairperson may be accepted.
- 7.14 The chairperson may, in his or her absolute discretion, refuse any person admission to a general meeting, or expel the person from the general meeting and not permit them to return, if the chairperson reasonably considers that the person's conduct is inappropriate. Inappropriate conduct in a general meeting includes:
- 7.14.1 The use of offensive or abusive language which is directed to any person, object or thing.
- 7.14.2 Attendance at the meeting while under the influence of any kind of drug, or using or consuming any drug at the meeting, including any alcoholic substance.
- 7.14.3 Possession of any article, including a recording device or other electronic device or a sign or banner, which the chairperson considers is dangerous, offensive or disruptive or likely to become so.

Adjournment of meetings

- 7.15 The chairperson may, with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting to another time and to another place.
- 7.15.1 The only business that may be transacted at any adjourned meeting is the business left unfinished at the meeting from which the adjournment took place.
- 7.15.2 When a meeting is adjourned for 20 business days or more, notice of the adjourned meeting must be given as in the case of an original meeting.
- 7.15.3 Except when a meeting is adjourned for 20 business days or more, it is not necessary to give a notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting on show of hands

- 7.16 At a general meeting a resolution put to the vote of the meeting must be decided on a show of hands, or another method approved by the chairperson of the general meeting for

Members to indicate their preference, unless a poll is demanded before that vote is taken or before the result is declared or immediately after the result is declared.

- 7.17 If a poll is not duly demanded, a declaration by the chairperson that a resolution has on a show of hands, or other method of voting approved by the chairperson under clause 7.16, been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

Demand for a poll

- 7.18 A poll may be demanded by either:
- 7.18.1 The chairperson.
 - 7.18.2 At least five Members entitled to vote on the resolution.
 - 7.18.3 Any Member or Members with at least 5% of the votes that may be cast on the resolution on a poll.
- 7.19 The demand for a poll may be withdrawn with the consent of the chairperson.
- 7.20 The demand for a poll does not prevent the continuance of a meeting for the transaction of business other than the question on which a poll is demanded.
- 7.21 If a poll is duly demanded, it must be taken in the manner and, except on a question of adjournment, either at once or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll is the resolution of the meeting at which the poll is demanded.
- 7.22 A poll demanded on a question of adjournment must be taken immediately.
- 7.23 A poll cannot be demanded at a general meeting on the election of a chairperson of the general meeting.

Voting rights of Members

- 7.24 On a Ballot, every Member has one vote.
- 7.25 On a show of hands or other method of voting approved by the chairperson under clause 7.16, every Member present in person or by representative, proxy or attorney has one vote.
- 7.26 On a poll, every Member present in person or by representative, proxy or attorney has one vote.

Vote of the chairperson at general meetings

- 7.27 In a case of an equality of votes, whether on a show of hands or other method of voting approved by the chairperson under clause 7.16 or on a poll, the chairperson of the general

meeting does not have a second or casting vote in addition to any votes he or she may have as a representative, proxy or attorney of a Member.

Objections to voter qualification

- 7.28 No objection may be raised to the qualification of a voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered.
- 7.29 An objection to the qualification of a voter must be referred to the chairperson, whose decision is final.
- 7.30 A vote not disallowed according to an objection as provided in this constitution is valid for all purposes.

Mode of meeting for Members

- 7.31 A general meeting may be called or held, including at more than one place or entirely by using virtual meeting technology that satisfies the requirements of this clause 7.31 without a specific venue.
- 7.31.1 The Company must give the Members entitled to attend the meeting, as a whole, a reasonable opportunity to participate in the meeting.
- 7.31.2 Any virtual meeting technology that is used to hold a general meeting must be reasonable and must allow the Members who are entitled to attend the meeting, and do attend the meeting using that virtual meeting technology, as a whole, to exercise orally and in writing any rights of those Members to ask questions and make comments.
- 7.31.3 Anyone using virtual meeting technology that satisfies the requirements of clause 7.31.2 to participate in the general meeting is taken to be present in person at the general meeting while so participating.
- 7.31.4 Subject to the other provisions of this constitution, the Members may otherwise regulate their meetings as they think fit.
- 7.32 Where a general meeting is held using virtual meeting technology in accordance with clause 7.31.2:
- 7.32.1 If a person may attend the general meeting physically (whether or not the meeting is also held using virtual meeting technology), the place and time for the meeting is taken to be the main location of the meeting as set out in the notice of meeting, and the time at that place.
- 7.32.2 If the meeting is held using virtual meeting technology only, the place for the meeting is taken to be the address of the Office, and the time for the meeting is taken to be the time at the Office.
- 7.32.3 Without limiting the chairperson's powers under this constitution and at law, the general meeting must be conducted in accordance with any policies adopted by

the Board from time to time concerning the use of virtual meeting technology to conduct general meetings, to the extent that such policies are consistent with the Corporations Act and this constitution.

- 7.32.4 If any technical difficulties occur before or during the general meeting, the chairperson may:
- (a) if the chairperson considers that the virtual meeting technology being used no longer satisfies the requirements of clause 7.31.2, adjourn the general meeting until those requirements are satisfied or otherwise adjourn the general meeting to such other date and time as the chairperson considers appropriate and to such other place (if any) as the chairperson considers appropriate; or
 - (b) continue the meeting, if a quorum is present (whether at the place the chairperson is present, or by means of virtual meeting technology that satisfies the requirements of clause 7.31.2) and the Members as a whole have a reasonable opportunity to participate. That continuation will not, in and of itself, affect the validity of any act, transaction, agreement, instrument, resolution or other thing.

Resolution in writing

- 7.33 A resolution in writing signed by all Members entitled to vote on the resolution is to be treated as a determination of the Members passed at a meeting of the Members duly convened and held.

Form of resolution in writing

- 7.34 A resolution in writing may consist of substantially similar documents.
- 7.34.1 Each document must be signed by at least one Member.
- 7.34.2 If the resolution in writing consists of substantially similar documents, it takes effect on the latest date on which a Member signs one of the documents.
- 7.34.3 Alternatively, such a resolution may consist of each Member affirming by mechanical or electronic means that they approve the proposed resolution. A document produced by mechanical or electronic means that purports to be from a Member or the Member's representative, proxy or attorney is considered a document in writing signed by the Member and is deemed to be signed when received in readable form.
- 7.34.4 A document generated by mechanical or electronic means which purports to be:
- (a) a copy of a resolution of Members is to be treated as a resolution in writing; and
 - (b) a copy of a signature is to be treated as signed by the Member whose signature appears to be on it.

- 7.34.5 If a resolution in writing is signed or approved by a proxy of a Member, it must not also be signed or approved by the appointing Member (and vice versa).

8 **BALLOTS**

General rules regarding Ballots

- 8.1 Subject to the requirements of the law and this clause 8, the Board may submit any question or proposed resolution (including the proposed election of any Director) to the vote of Members by means of a Ballot.
- 8.2 A resolution of Members decided by Ballot is as valid and effective as if the resolution had been passed at a duly convened and constituted general meeting of the Company.
- 8.3 Subject always to the requirements of the law, where the Corporations Act or this constitution provides that the relevant resolution may only be passed as a special resolution:
- 8.3.1 The Ballot paper and any relevant background material that accompanies it when it is sent to Members must set out an intention to propose the special resolution and state the resolution.
- 8.3.2 The resolution must be passed by at least 75% of the votes cast by Members entitled to vote on the resolution.
- 8.4 Subject always to the requirements of the law and clause 8.3, a Ballot may be conducted in any manner that the Board may in its absolute discretion determine from time to time, subject always to the following requirements:
- 8.4.1 The Ballot must be a secret ballot, and the Board must take all reasonable steps to ensure that the manner in which the Ballot is taken will preserve its secrecy.
- 8.4.2 A Ballot may be conducted by post or by facsimile or other electronic means, as the Board may determine in its absolute discretion from time to time.
- 8.4.3 A Ballot must not be combined with any other method of voting provided for in this constitution (for example, voting at a general meeting of Members).
- 8.4.4 Every Ballot must be conducted by a returning officer appointed by the Board.
- (a) The returning officer may be any type of person or entity, but must not be a Director (or, if clause 8.6 applies, a person who is seeking election as a Director under the relevant Ballot).
- (b) If the Board does not appoint a returning officer, or if the person appointed by the Board cannot or will not act, a Secretary must act as returning officer.

- 8.4.5 Only votes that are received by the applicable returning officer on or before 5.00 pm on the Polling Date will be counted. All votes received after that time will be invalid and must be disregarded.
- 8.4.6 Without limiting clause 8.3, the proposed resolution or other question submitted to Members by means of a Ballot will be determined by a simple majority according to the number of valid votes cast for or against the resolution or question. If there is an equality of votes, the Chair has a second or casting vote in addition to any votes he or she may have as a representative, proxy or attorney of a Member (without limiting clause 9.3).
- 8.4.7 No resolution or other question determined by Ballot is invalid merely because there has been an accidental omission to give the Ballot paper or other relevant material to a Member, or a Member has not received those documents.
- 8.4.8 An objection to the qualification of a Member to vote in a particular Ballot must be referred to the Chair no later than five business days prior to the relevant Polling Date. The Chair's decision on the objection is final. A vote not disallowed according to an objection as provided for in this clause 8.4.8 is valid for all purposes.
- 8.5 For the avoidance of doubt, subject to the requirements set out in this clause 8 the Board may in its absolute discretion determine:
- 8.5.1 The form of the Ballot paper and the form and content of any material that is intended to accompany the Ballot paper.
- 8.5.2 The Polling Date.
- 8.5.3 The manner in which objections regarding the conduct or outcome of a Ballot must be raised, and the manner in which any such disputes will be resolved.
- 8.5.4 All other matters relevant to the form, conduct and outcome of the Ballot.

Election of Directors conducted by Ballot

- 8.6 Where the election of Directors to any of Director positions 'A1', 'A2', 'B1', 'C1' and 'C2' is to occur by means of a Ballot (as opposed to where the election of Directors is to occur by means of a show of hands or poll at the relevant AGM), the following rules apply in addition to the general rules set out in clauses 8.1 to 8.5:
- 8.6.1 The requirements of clause 10.14.2 apply for all nominations for the position of Director to be voted upon by Members by means of a Ballot.
- 8.6.2 The requirements of clauses 10.14.3 to 10.14.5 apply to Directors elected by means of a Ballot including under clause 8.6.6.
- 8.6.3 Where the relevant Board positions will fall vacant at the close of the next AGM:

- (a) The Polling Date must be a date that is not more than 40 business days, and not less than 10 business days, before the intended date for holding the AGM, with the intention that the outcome of the Ballot will be determined at least 5 business days before the intended date for holding the AGM.
 - (b) A Director (other than a retiring Director seeking re-election) who is elected by means of a Ballot will only commence to hold that office on and from the close of the relevant AGM, and not on and from the Polling Date or the date that the outcome of the Ballot is determined.
- 8.6.4 Without limiting clause 8.6.6, the Board must ensure that the Ballot paper to be sent to Members contains only the names of each of the Approved Candidates for election in alphabetical order, along with the number of vacancies to be filled, and enables each Member to specify the manner in which the Member votes on each proposed resolution. The Board may also cause the Ballot paper to be accompanied by an explanatory statement detailing any information the Board considers appropriate.
- 8.6.5 Elected Board positions will be determined by a 'first past the post' voting system such that Board positions are filled by candidates with the highest number of votes in descending order. However, if two or more candidates receive an equal number of votes under the Ballot, the returning officer will determine their respective rankings for the purposes of the election by lot.
- 8.6.6 Where the number of Approved Candidates for the position of Director is equal to or less than the number of vacant positions to be filled by the Members in a Ballot, none of those Approved Candidates will be deemed to be elected and a Ballot must be conducted.

9 REPRESENTATIVES, PROXIES AND ATTORNEYS

Representatives, proxies and attorneys of Members

- 9.1 At meetings of Members each Member entitled to vote may vote in person or by representative, proxy or by attorney in accordance with clauses 7.24 to 7.26.
- 9.2 Subject to the terms of their appointment, a person attending as a proxy, or as the attorney of a Member, or as a representative of a Member appointed in accordance with this Constitution, has all the powers of a Member at a meeting of Members, except where expressly stated to the contrary.
- 9.3 Where a vote is conducted by Ballot, a Member may only vote personally (where the Member is a natural person), or otherwise by representative, unless the Board in its absolute discretion approves in writing some other method of voting.

Appointment and removal of representatives

- 9.4 A Member which is a body corporate may from time to time appoint a natural person as its sole representative in any matters connected with the Company, including as permitted by the Corporations Act.
- 9.4.1 A Member may appoint, and remove, its representative for the time being by written notice to the Secretary in such form as the Board may in its absolute discretion prescribe from time to time.
- 9.4.2 A document executed by a Member in accordance with section 127 of the Corporations Act (where applicable to the Member) is rebuttable evidence of the appointment, or removal, of the named representative.
- 9.4.3 For the avoidance of doubt, a representative is entitled to exercise the powers of the Member which appointed him or her (in accordance with clause 9.2) and a representative present must be counted towards a quorum on the basis that the Member is to be considered personally present at the general meeting by its representative.

Appointment of attorneys

- 9.5 If a Member executes or proposes to execute any document or do any act by or through an attorney which affects the Company or the Member's membership of the Company, the Member must promptly provide the Company with any or all of the following upon written request from the Company:
- 9.5.1 The original executed instrument appointing the attorney, for notation.
- 9.5.2 A certified copy of the original executed instrument appointing the attorney, for the Company to retain.
- 9.5.3 Any other evidence the Company may request from time to time regarding the power of attorney, including evidence that the power of attorney is effective and remains in force.

Appointment of proxies

- 9.6 A Member may appoint another person as their proxy to attend and vote instead of the Member. A proxy need not be, or be associated with, a Member, but must be a natural person.
- 9.6.1 A document appointing a proxy must be in writing, in any form permitted by the Corporations Act and signed by the Member making the appointment.
- 9.6.2 A document appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where the document so provides, the proxy is not entitled to vote on the resolution except as specified in the document.

- 9.6.3 Except as expressly provided by the document appointing a proxy, an appointment of a proxy confers authority to do all things that the Member can do in respect of a general meeting.

Verification of proxies

- 9.7 Before the time for holding the meeting or adjourned meeting at which a proxy proposes to vote, both of the following documents must be deposited with the Company:
- 9.7.1 The document appointing the proxy.
- 9.7.2 If the appointment is signed by the appointor's attorney, the authority under which the appointment was signed or a certified copy of that authority (even if previously provided to the Company in accordance with clause 9.5).
- 9.8 Those documents must be received at the Office, at a fax number at the Office or at another place, fax number or electronic address specified for that purpose in the notice convening the meeting not less than 24 hours before the time for holding the meeting.
- 9.9 If a general meeting has been adjourned, an appointment and any authority received by the Company at least 48 hours before the resumption of the meeting are effective for the resumed part of the meeting.

Validity of proxies

- 9.10 A proxy document is invalid if it is not deposited prior to a meeting as required by this constitution.

Revocation of appointment of proxy

- 9.11 A vote given in accordance with the terms of a proxy document or power of attorney is valid despite the occurrence of any one or more of the following events if no notice in writing of any of those events has been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the document is used:
- 9.11.1 the previous death or unsoundness of mind of the principal; or
- 9.11.2 the revocation of the instrument or of the authority under which the instrument was executed.

10 APPOINTMENT AND RETIREMENT OF DIRECTORS

Structure of the Board

- 10.1 The Company will be governed by a skills-based board that will consist of Directors having appropriate competencies, skills and experience determined in light of the Skills Matrix (if any).

10.2 The Board may adopt a Skills Matrix at any time. The Board may amend, revoke or replace the then-prevailing Skills Matrix at any time and from time to time, in the Board's absolute discretion.

Number of Directors

10.3 The number of Directors must not be less than three nor more than nine.

Election and appointment of Directors

10.4 Without limiting the Members' rights under clause 10.20 or the Corporations Act, Directors will either be:

10.4.1 elected by the Members in accordance with clause 10.14, with up to five Directors occupying 'elected' Director positions 'A1', 'A2', 'B1', 'C1' and 'C2' as set out in the table in clause 10.5; or

10.4.2 appointed by the Board (or the sole Director) in accordance with clause 10.16 or clause 10.17, with up to four Directors occupying 'appointed' Director positions 'A3', 'B2', 'B3' and 'C3' as set out in the table in clause 10.5,

and with the number of Directors to be elected, and appointed, in any given year to be determined in accordance with this clause 10.

Director positions

10.5 The Board will consist of the following Director positions:

Director position	Details ¹	Initial term of office ⁴	Subsequent term of office ⁴
A1	<p>Elected Director position.</p> <p>Will be occupied by an Initial Director (Sinead deGooyer) and subsequently by a Director elected by the Members in accordance with clause 10.14. ²</p>	<p>For each of Director positions 'A1', 'A2' and 'A3': until the close of the First AGM.</p>	<p>For each of Director positions 'A1', 'A2' and 'A3': until the close of the Fourth AGM and each successive third AGM thereafter (as applicable).</p> <p>Example: If the First AGM is held in 2017, the term of office for a Director who is assigned Director position 'A1', 'A2' or 'A3' will end at the close of the First AGM and thereafter at the close of the AGM held in</p>
A2	<p>Elected Director position.</p> <p>Will be occupied by an Initial Director (Julie Rogalsky) and subsequently by a Director elected by the Members in accordance with clause 10.14. ²</p>		
A3	<p>Appointed Director position.</p> <p>Will be occupied by a Director appointed by the Board in accordance with clause 10.16. ³</p>		

Director position	Details ¹	Initial term of office ⁴	Subsequent term of office ⁴
			2020, 2023, 2026 and so on (as applicable).
B1	<p>Elected Director position.</p> <p>Will be occupied by an Initial Director (Nola Maxfield) and subsequently by a Director elected by the Members in accordance with clause 10.14. ²</p>	<p>For each of Director positions 'B1', 'B2' and 'B3': until the close of the Second AGM.</p>	<p>For each of Director positions 'B1', 'B2' and 'B3': until the close of the Fifth AGM and each successive third AGM thereafter (as applicable).</p> <p>Example: If the First AGM is held in 2017, the term of office for a Director who is assigned Director position 'B1', 'B2' or 'B3' will end at the close of the Second AGM and thereafter at the close of the AGM held in 2021, 2024, 2027 and so on (as applicable).</p>
B2	<p>Appointed Director position.</p> <p>Will be occupied by an Initial Director (Kellie O'Callaghan) and subsequently by a Director appointed by the Board in accordance with clause 10.16. ³</p>		
B3	<p>Appointed Director position.</p> <p>Will be occupied by an Initial Director (Murray Bruce) and subsequently by a Director appointed by the Board in accordance with clause 10.16. ³</p>		
C1	<p>Elected Director position.</p> <p>Will be occupied by an Initial Director and subsequently by a Director elected by the Members in accordance with clause 10.14. ²</p>	<p>For each of Director positions 'C1', 'C2' and 'C3': until the close of the Third AGM.</p>	<p>For each of Director positions 'C1', 'C2' and 'C3': until the close of the Sixth AGM and each successive third AGM thereafter (as applicable).</p> <p>Example: If the First AGM is held in 2017, the term of office for a Director who is assigned Director position 'C1', 'C2' or 'C3' will end at the close of the Third AGM and thereafter at the close of the AGM held in 2022, 2025, 2028 and so on</p>
C2	<p>Elected Director position.</p> <p>Will be occupied by an Initial Director and subsequently by a Director elected by the Members in accordance with clause 10.14. ²</p>		
C3	<p>Appointed Director position.</p> <p>Will be occupied by an Initial Director (Jim Turcato) and subsequently by a Director appointed by the Board in accordance with clause 10.16. ³</p>		

Director position	Details ¹	Initial term of office ⁴	Subsequent term of office ⁴
			(as applicable).

Note 1: Up to eight Initial Directors are assigned Director positions 'A1', 'A2', 'B1', 'B2', 'B3', 'C1', 'C2' and 'C3' as per the above table, up to two of whom may have been elected as Directors at the 2016 AGM immediately prior to the adoption of this Constitution.

Note 2: The Board may appoint a Director to any of the 'elected' Director positions 'A1', 'A2', 'B1', 'C1' and 'C2' in the circumstances set out in clause 10.17.

Note 3: The Members in general meeting may replace a Director occupying any of the 'appointed' Director positions 'A3', 'B2', 'B3' and 'C3' in the circumstances set out in clause 10.20.

Note 4: The maximum terms of office in columns three and four above are indicative only and are subject to the other provisions of this clause 10.

- 10.6 Each Initial Director and each subsequent Director upon election or appointment (as the case may be) must be assigned a Director position in accordance with the table set out in clause 10.5 and the other rules set out in this clause 10, for the purposes of determining each Director's indicative term of office and the manner in which Directors will retire by rotation.
- 10.7 If the Initial Directors cannot agree at the first Board meeting after the date of adoption of this constitution on the assignment of Director positions among any Initial Directors who are not named in the table set out in clause 10.5, such Director positions must be assigned by lot and in the descending alphabetical order set out in the table set out in clause 10.5.
- 10.8 Each subsequent Director who is elected or appointed (as the case may be) will be assigned the Director position that applies to the Director whom he or she is replacing. If such a subsequent Director is not replacing another Director, the Director position to be assigned to him or her will be determined by the Board with reference to the following principles:
 - 10.8.1 To the extent that any of Director positions 'A1' to 'A3', 'B1' to 'B3' and 'C1' to 'C3' are vacant at the time of the Director's election or appointment (as the case may be), the Director must be allocated the first vacant 'elected' or 'appointed' Director position (as applicable) in the descending alphabetical order set out in the table set out in clause 10.5.
 - 10.8.2 If clause 10.8.1 applies to two or more newly-elected or appointed Directors (as the case may be), the applicable vacant Director positions must be assigned to them by lot unless those newly-elected or appointed Directors agree otherwise among themselves.
 - 10.8.3 A Director position cannot be occupied by two or more Directors simultaneously.
 - 10.8.4 Directors cannot change or re-assign Director positions while in office or when seeking re-election. However, this does not prevent:

- (a) a Director who has previously been assigned any of the 'appointed' Director positions 'A3', 'B2', 'B3' and 'C3' from being elected to any of the 'elected' Director positions 'A1', 'A2', 'B1', 'C1' and 'C2' in accordance with clause 10.14 or appointed to any those 'elected' Director positions by the Board in accordance with clause 10.17; or
- (b) a Director who has previously been assigned any of the 'elected' Director positions 'A1', 'A2', 'B1', 'C1' and 'C2' from being appointed to any of the 'appointed' Director positions 'A3', 'B2', 'B3' and 'C3' by the Board in accordance with clause 10.16 or clause 10.17 (as the case may be).
- (c) Subject to clause 10.8.4, a Director who is re-elected or re-appointed (as the case may be) will retain his or her existing Director position.

Term of office

- 10.9 Subject to the other terms of this constitution, a Director will hold office for a maximum period ending at the close of the relevant AGM of the Company determined in accordance with the table in clause 10.5 for the Director position assigned to him or her.
- 10.10 A retiring Director is eligible for re-election or re-appointment, save that a Director will be ineligible for re-election or re-appointment after holding office for three consecutive terms of approximately three years each in accordance with the table set out in clause 10.5. However, the following additional rules apply:
 - 10.10.1 Subject to clause 10.10.2, each Initial Director and any other Director whose initial term of office after the date of adoption of this constitution is less than three years is eligible to be re-elected (or re-appointed) for a maximum of two additional consecutive terms of approximately three years each as a Director immediately following the Director's initial term of office after the date of adoption of this constitution.
 - 10.10.2 For each Initial Director, any continuous period spent as a Director that is continuing immediately prior to the date of adoption of this constitution will be counted for the purposes of determining the Initial Director's maximum term of office under this clause 10.10.
 - 10.10.3 A person will not be eligible for election, re-election, appointment or re-appointment if, were he or she to be elected, re-elected, appointed or re-appointed (as the case may be) and serve for the maximum period ending at the close of the relevant AGM determined in accordance with the table in clause 10.5 for the Director position assigned to him or her, this would result in a continuous period of office as a Director of greater than nine years and two months.

Retirement of Directors

- 10.11 At the First AGM and at each subsequent AGM thereafter, the Directors who must retire from office are those assigned the applicable Director positions as set out in the table in clause 10.5 with respect to the relevant AGM.
- 10.12 A Director retiring at an AGM may act as a director until the conclusion of that meeting and is eligible for re-election or re-appointment to the extent permitted by law and this constitution.
- 10.13 A Director may also retire from office by giving notice in writing to the Company of that Director's intention to retire. A notice of resignation takes effect at the time which is the later of the time of giving the notice to the Company and the expiration of the period, if any, specified in the notice.

Election of Directors

- 10.14 At the First AGM and at each subsequent AGM thereafter, the process for electing Directors to any of Director positions 'A1', 'A2', 'B1', 'C1' and 'C2' is as follows:
- 10.14.1 The Board may determine in its absolute discretion whether the election of Directors will be conducted by Ballot or by voting at that AGM.
- 10.14.2 Nominations for the position of Director, to be voted upon by Members by means of a Ballot or at an AGM (as determined by the Board in accordance with clause 8.1), may be submitted by any person, including for the avoidance of doubt a Member or a retiring Director, unless the Selection Committee in its absolute discretion determines otherwise from time to time. Any such nomination must:
- (a) be in writing and signed by the proposer and (if not the same as the proposer) the nominee for election;
 - (b) be accompanied by a consent to act as a Director signed by the nominee for election, as required under the Corporations Act; and
 - (c) be submitted to the Secretary and received by the Selection Committee by no later than 40 business days prior to the Polling Date (if the election is to be conducted by Ballot in accordance with clause 8) or by no later than 40 business days prior to the date of the AGM (if the election to be conducted at the AGM).
- 10.14.3 For the avoidance of doubt, a nominee for election need not be an employee of or otherwise associated with a Member.
- 10.14.4 A nomination may be withdrawn by the relevant nominee for election or the relevant proposer at any time prior to the relevant AGM by giving written notice to the Secretary. The Secretary must ensure that a copy of any such notice is promptly provided to the Selection Committee.

- 10.14.5 The following rules apply to Director elections, whether conducted by Ballot in accordance with clause 8 or conducted at the AGM:
- (a) The Selection Committee must only consider nominations for the position of Director that satisfy all of the requirements set out in clause 10.14.2 (Valid Nominations). The Selection Committee must reject all nominations that are not Valid Nominations. The Selection Committee does not have to give reasons for determining that a particular nomination is or is not a Valid Nomination.
 - (b) The Selection Committee may, in its absolute discretion, determine which of the Valid Nominations will be Approved Candidates, and which (if any) will be rejected and hence not submitted to Members. The Selection Committee must promptly notify the Board in writing of the Approved Candidates after making that determination. The Selection Committee does not have to give reasons for approving or rejecting any Valid Nominations, and its decision is final and cannot be overridden by the Board or any other person.
 - (c) The Board must provide notice of the Approved Candidates to all Members in accordance with this constitution by no later than 20 business days prior to the Polling Date (if the election is to be conducted by Ballot in accordance with clause 8) or by no later than 20 business days prior to the date of the AGM (if the election to be conducted at the AGM).
 - (d) Where the number of Approved Candidates for the position of Director is equal to or less than the number of positions to be filled by the Members (whether by means of a Ballot in accordance with clause 8 or by voting at an AGM), no Approved Candidate will be deemed to be elected and a vote must be conducted (as applicable) by means of a Ballot in accordance with clause 8 or by means of a show of hands (or other method of voting approved by the chairperson under clause 7.16) or poll in accordance with the Corporations Act and this constitution (including clauses 10.14.6 and 10.14.7).
- 10.14.6 Where the election of Directors is to occur by means of a show of hands (or other method of voting approved by the chairperson under clause 7.16) or poll at the relevant AGM, a list shall be prepared containing only the names of each of the Approved Candidates, in alphabetical order along with the number of vacancies to be filled. Each Member present and voting at the AGM shall be entitled to vote for any number of such Approved Candidates not exceeding the number of vacancies. In the event of an equal vote for two or more candidates (other than where no votes are cast in favour of the election of any of those candidates), the returning officer will determine the respective rankings for the purposes of the election by lot.

- 10.14.7 Where there is not a sufficient number of Approved Candidates or the Members do not otherwise elect a sufficient number of Directors under that election process, the relevant Director position not filled shall remain vacant until that vacancy is filled in accordance with this clause 10.14 or clause 8.6 at the next AGM, or filled by the Directors in accordance with clause 10.17.
- 10.14.8 If at any time there is no Selection Committee, all references to the 'Selection Committee' in this clause 10.14 are taken to be references to the Board, with the Board having the specified functions and powers until such time as there is a Selection Committee.
- 10.15 A Director elected in accordance with clause 10.14 must be assigned a Director position in accordance with clauses 10.6 and 10.8 and will hold office for a maximum period determined in accordance with the table in clause 10.5 with respect to the Director position he or she is assigned.

Appointment of Directors including to fill vacancies and casual vacancies

- 10.16 The Board, or if there is only one Director, that Director, may at any time appoint a person to be a Director who is assigned Director position 'A3', 'B2', 'B3' or 'C3' (as applicable) and who will hold office for a maximum period determined in accordance with the table in clause 10.5.
- 10.17 The Board, or if there is only one Director, that Director, may at any time appoint a person to be a Director who is assigned any of Director positions 'A1', 'A2', 'B1', 'C1' or 'C2' provided that:
- 10.17.1 the relevant Director position has never previously been assigned to a Director;
- 10.17.2 the Director position has been left vacant following an AGM in accordance with clause 10.14.7; or
- 10.17.3 a casual vacancy has arisen in respect of that Director position.
- 10.18 A Director appointed by the Board under clause 10.17 will hold office for a maximum period determined in accordance with the table in clause 10.5.
- 10.19 The Board must consult with the Selection Committee regarding the skills, competencies and experience of a proposed appointee in light of the then-prevailing Skills Matrix (if any) when the Board proposes to exercise its power of appointment under clause 10.16. However:
- 10.19.1 The Board is not obliged to follow any advice or recommendations that the Selection Committee may provide to the Board with respect to the appointment or non-appointment of a person to the Board, and the Board will retain absolute discretion with regards to the exercise of its powers of appointment.
- 10.19.2 The obligation to consult with the Selection Committee will not apply where there are less than three Directors holding office at the time.

Removal from office

- 10.20 The Members in general meeting may by ordinary resolution remove a Director from office before the expiration of his or her maximum term of office (as set out in the table in clause 10.5) by following the process set out in section 203D Corporations Act and may by ordinary resolution elect another person as a replacement. For the avoidance of doubt, the Members are not obliged to liaise with the Selection Committee either before or after exercising powers of removal or election under this clause 10.20.

Vacation of office

- 10.21 In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Corporations Act or another provision of this constitution, the office of Director immediately becomes vacant if any of the following occurs:
- 10.21.1 The Director dies or becomes an insolvent under administration.
 - 10.21.2 The Director becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health.
 - 10.21.3 The Director is absent from Board meetings over a consecutive period of three months without the prior written consent of the Board.
 - 10.21.4 The Director becomes prohibited from being a director by reason of an order made under the Corporations Act or the Director is removed from any office under the ACNC Act.

No power to appoint alternate

- 10.22 No Director has the power to appoint a person to be an alternate Director in his or her place, and a Director must not at any time purport to do so.

11 DIRECTORS' REMUNERATION**Determination of fees**

- 11.1 The Directors' fees for their services (if any) will be determined from time to time by the Members in general meeting and, if so approved, must take the form of a stipend or sitting fee rather than an hourly rate. Directors' fees accrue from day to day.

Additional services rendered

- 11.2 Any Director may be paid a fee, salary or hourly rate in return for any services actually rendered to the Company in a professional or technical capacity (other than within his or her ordinary duties as a Director), provided that:
- 11.2.1 the Board has given its prior written approval to both the provision of the services and the proposed fee, salary or hourly rate; and
 - 11.2.2 the amount payable does not exceed a commercially reasonable amount.

Payment for expenses

- 11.3 Each Director may be reimbursed for out-of-pocket expenses reasonably and properly incurred by the Director in connection with Company business (including travel and accommodation expenses). Alternatively, the Company may pay such amounts on the Director's behalf.

12 POWERS OF THE BOARD

- 12.1 The Board may exercise all those powers of the Company as are not, by the Corporations Act or by this constitution, required to be exercised by the Members in general meeting or otherwise.

13 PROCEEDINGS OF DIRECTORS**Convening of Board meetings**

- 13.1 A Director may at any time, and a Secretary must on the requisition of a Director, convene a Board meeting.

Notice of Board meetings

- 13.2 The person convening a Board meeting must ensure that notice of the Board meeting is given to each Director at least 48 hours before the meeting or at another time determined by Board resolution, except:

13.2.1 All Directors may waive in writing the required period of notice for a particular meeting.

13.2.2 It is not necessary to give a notice of a meeting of Directors to a Director who is out of Australia or who has requested and been given leave of absence by the Board.

Mode of meeting for Directors

- 13.3 A Board meeting may be called or held using any technology consented to by all the Directors. The consent may be a standing one, provided that all Directors give or renew that consent promptly after a new Director joins the Board. A Director may only withdraw their consent within a reasonable period before the meeting. The Board may otherwise regulate its meetings as it considers fit.

Quorum at Board meetings

- 13.4 At a Board meeting, the number of Directors whose presence is necessary to constitute a quorum is one half of the number of Directors holding office at the time (rounded up to the next highest whole number).

13.5 If the number of Directors is reduced below the number necessary for a quorum of Directors or otherwise below the statutory minimum (as applicable), the continuing Director or Directors may act only to:

13.5.1 appoint additional Directors in accordance with clause 10 to the number necessary for a quorum in accordance with clause 13.4; or

13.5.2 convene a general meeting of the Company.

Voting at Board meetings

13.6 The Board must determine any questions arising at a Board meeting by a majority of votes of Directors present and voting.

Appointment of Chair and Deputy Chair

13.7 The Board may elect a Director as Chair to chair Board meetings, as follows:

13.7.1 The Board will by resolution elect a Director as Chair at the first Board meeting following most recent AGM, to hold office for a maximum period until the commencement of the first Board meeting following the next AGM.

13.7.2 Despite the above, the Board may by resolution remove the Chair at any time and appoint another Director as Chair.

13.8 The Board may elect a Director as Deputy Chair as follows:

13.8.1 The Board will by resolution elect a Director as Deputy Chair at the first Board meeting following the most recent AGM, to hold office for a maximum period until the commencement of the first Board meeting following the next AGM.

13.8.2 Despite the above, the Board may by resolution remove the Deputy Chair at any time and appoint another Director as Deputy Chair.

13.9 If no Chair is elected, or if at any meeting the Chair is not present within 10 minutes after the time appointed for holding the meeting or is unwilling to act, the Deputy Chair may act as chair of that meeting.

13.10 If no Chair or Deputy Chair is elected, or if at any meeting the Chair and the Deputy Chair are not present within 10 minutes after the time appointed for holding the meeting or are unwilling to act, the Directors present must choose one of their number to chair that meeting.

Term of office for Chair and Deputy Chair

13.11 Provided that he or she remains a Director, a retiring Chair or Deputy Chair is eligible for re-election to that office

Chairperson's vote at Board meetings

- 13.12 In the case of an equality of votes at a Board meeting, the Chair (or other Director chairing the meeting in accordance with clause 13.9 or 13.10) does not have a second or casting vote in addition to his or her deliberative vote as a Director.

Participation where Directors interested

- 13.13 A Director may be present and may vote on a matter before the Board if and to the extent that they are permitted to do so under the Corporations Act.
- 13.14 If there are not enough Directors to form a quorum as a result of a Director having an interest which disqualifies them from voting then one or more of the Directors (including those who have the disqualifying interest in the matter) may call a general meeting of the Company and the general meeting may pass a resolution to deal with the matter.
- 13.15 Subject to compliance with the Corporations Act, a Director may execute or participate in the execution of a document by or on behalf of the Company.

No disqualification

- 13.16 Subject to compliance with the law and clause 11.2, a Director or any entity in which the Director has a direct or indirect interest (as applicable) may:
- 13.16.1 Enter into a contract or arrangement with an Associated Party.
 - 13.16.2 Hold any office or place of profit (other than auditor) in an Associated Party.
 - 13.16.3 Act in a professional capacity (or be a member of a firm that so acts) other than as auditor of an Associated Party.
- 13.17 Despite the fiduciary nature of a Director's office and the Director's fiduciary obligations:
- 13.17.1 Any contract or arrangement entered into in accordance with clause 13.16.1 by the Director or any entity in which the Director has a direct or indirect interest is not invalid or voidable
 - 13.17.2 A Director may do any of the things specified in clause 13.16 without any liability to account to the Company or any other person for any direct or indirect benefit accruing to the Director or any entity in which the Director has a direct or indirect interest.

Exercise of rights

- 13.18 If the Company holds or owns membership, shares or other interests in another body corporate, trust or other entity, the Board may exercise any and all voting rights conferred by the membership, shares or interests in any manner that the Board in its absolute discretion considers fit.

Delegation of powers

- 13.19 The Board may delegate any of its powers to any person, as the Board in its absolute discretion sees fit. This includes delegating any of the Board's powers to committees consisting of Directors or other persons. The Board may at any time revoke any delegation of power.
- 13.20 A delegate must conform to the directions of the Board in the exercise of any powers delegated to the delegate. The delegate's exercise of a power in accordance with this constitution is to be treated as the exercise of that power by the Board.

Selection Committee

- 13.21 The Board must establish a Selection Committee (by whatever name called) as a committee of the Board, to provide advice and recommendations to the Board and/or the Members on specified matters, among any other functions and/or powers set out in this constitution or otherwise as determined by the Board from time to time (any such determination not being inconsistent with this constitution, including, to avoid doubt, clause 10.14.5(b)). The Board must do so promptly after the date of adoption of this constitution, using terms of reference for the Selection Committee that are consistent with the requirements of this constitution.
- 13.22 The Selection Committee must consist of the following persons:
- 13.22.1 Up to two Eligible Directors selected by the Board from time to time.
 - 13.22.2 Two or more Independents, with the intention that the number of Independents serving on the Selection Committee will always be greater than the number of Eligible Directors serving on the Selection Committee at the relevant time.
- 13.23 However, no person may serve on the Selection Committee for more than five consecutive years, and the Board must not purport to appoint a person to the Committee if this clause 13.23 would be breached.
- 13.24 The Selection Committee will have the discretion to appoint consultants (such as executive search firms) to assist the Selection Committee in identifying and screening potential candidates for election to the Board under clause 10.14, and the Board must ensure that the Selection Committee is provided with a reasonable amount of funds to perform its functions.
- 13.25 Subject to clauses 13.21 to 13.25, the Board may:
- 13.25.1 Specify in writing from time to time the terms of reference of the Selection Committee, including its role and functions, and amend, revoke or replace the terms of reference from time to time, save that the terms of reference must be consistent with the requirements of this constitution.
 - 13.25.2 Without limiting clauses 6 or 11, specify the remuneration (if any) of any person who may serve on the Selection Committee from time to time.

- 13.25.3 Remove and/or replace any or all of the then current members of the Selection Committee from time to time in accordance with clause 13.22.
- 13.26 The Board may only dissolve the Selection Committee with the prior approval of the Members in general meeting.
- 13.27 All references to the Selection Committee in this constitution (other than in this clause 13 and clause 23.1) will be of no force or effect unless the Board has established the Selection Committee and the Selection Committee remains in existence at the relevant time.

Board committees

- 13.28 In addition to its power to establish one or more Standing Committees under clause 14, the Board may in its absolute discretion establish one or more committees to provide advice and recommendations to the Board on specified matters (among any other functions determined by the Board, which may but need not include the exercise of power delegated by the Board in accordance with clause 13.19).
- 13.29 The Board may, with respect to a committee:
- 13.29.1 Specify in writing from time to time the terms of reference and functions of the committee.
- 13.29.2 Appoint such persons as the Board considers appropriate to the committee (including, if thought fit, one or more Directors), and remove any such person from the committee at any time by written notice or otherwise in accordance with the terms of reference of that committee.
- 13.29.3 Specify the period and conditions (including as to remuneration, if any) from time to time of any such appointment to the committee.
- 13.29.4 Dissolve the committee at any time.

Proceedings of committees

- 13.30 Except as provided in this constitution or in a direction of the Board (including if applicable the terms of reference of the relevant committee), the meetings and proceedings of a committee formed by the Directors and/or other persons must be governed by the provisions of this constitution, in so far as they are applicable, as if meetings and proceedings of the committee are meetings and proceedings of the Board.

Validity of acts of Directors etc

- 13.31 All acts done by a Board meeting or of a committee of (or including) Directors or by a person acting as a Director are valid even if it is later discovered that there is a defect in the appointment of a person to be a Director or a member of the committee or that they or any of them were disqualified or were not entitled to vote.

Minutes

- 13.32 The Board must cause minutes of all proceedings of general meetings, of Board meetings and of committees formed by the Directors to be entered, within one month after the relevant meeting is held, in books kept for the purpose.
- 13.33 The Board must cause all minutes, except resolutions in writing treated as determinations of the Board, to be signed by the chairperson of the meeting at which the proceedings took place or by the chairperson of the next succeeding meeting.

Resolution in writing

- 13.34 A resolution in writing signed or consented to by all Directors (excluding any Director who has requested and been given leave of absence by the Board, any Director who disqualifies himself or herself from considering that resolution and any Director who would be prohibited from voting on that resolution under the Corporations Act) is to be treated as a determination of the Board passed at a Board meeting duly convened and held. The resolution is not invalidated if it is also consented to by a Director who is not entitled to vote.
- 13.34.1 A resolution in writing may consist of several documents in like form, each signed by one or more Directors and if so signed it takes effect on the latest date on which a Director signs one of the documents.
- 13.34.2 Alternatively, a resolution in writing may consist of each Director affirming by mechanical or electronic means that the Director approves the proposed resolution, and a document produced by mechanical or electronic means that purports to be from a Director is considered a document in writing signed by the Director and is deemed to be signed when received in readable form.
- 13.34.3 A document generated by mechanical or electronic means which purports to be:
- (a) a copy of a resolution of Directors is to be treated as a resolution in writing; and
 - (b) a copy of a signature is to be treated as signed by the Director whose signature appears to be on it.

14 STANDING COMMITTEES**Establishment of Standing Committees**

- 14.1 The Board may at any time cause the Company to establish one or more Standing Committees (by whatever name called). It is intended that a Standing Committee will provide advice and recommendations to the Board on specialist matters within the terms of reference of that Standing Committee, and will be composed largely or wholly of Members and other stakeholders who possess skills, competencies and experience relevant to that Standing Committee's role and functions. To avoid doubt, this does not limit the ways in which the Company may engage with stakeholders.

Matters to be determined by the Board

- 14.2 The Board may determine from time to time:
- 14.2.1 The name of the Standing Committee, which to avoid doubt may be referred to as a "Clinical Council" or "Community Advisory Committee", without limiting the Board's discretion.
 - 14.2.2 The terms of reference and functions of the Standing Committee, including (in the Board's absolute discretion from time to time) whether that the Standing Committee will have advisory functions only, or instead will exercise delegated authority from the Board.
 - 14.2.3 The participation criteria that will apply to participate in the Standing Committee from time to time, including the invitation or application process and the manner in which such invitations or applications will be assessed.
 - 14.2.4 The composition of the Standing Committee from time to time, including whether any of the Directors will serve on the Standing Committee or otherwise attend its meetings or facilitate its proceedings, save that the terms of reference for a Standing Committee must mandate that:
 - (a) a member of the Company's management team must be a member of the Standing Committee (as determined by the Board or its delegate from time to time);
 - (b) each Director will be entitled to attend meetings of the Standing Committee; and
 - (c) the Chair of the Standing Committee must report to the Board at specified intervals on matters relevant to the Standing Committee and its activities.
 - 14.2.5 Whether special interest groups, regional groups or other sub-groups should be formed or dissolved from time to time with respect to the Standing Committee.
 - 14.2.6 Without limiting clause 11, whether any person serving on the Standing Committee will be remunerated for their services (which, to avoid doubt, will not, in and of itself, result in that person becoming an employee of the Company for the purposes of this constitution).
 - 14.2.7 The level of funding and other resources (if any) that the Company may make available to the Standing Committee from time to time.
- 14.3 The Board may determine from time to time whether the Standing Committee will be merged with another committee or dissolved.

Participation in the Standing Committee

- 14.4 A participant in the Standing Committee:

- 14.4.1 is not thereby a Member or a Director; and
- 14.4.2 will have no Board representation rights or other formal decision-making power with respect to the Company or its governance or operations, save only to the extent that the Board has delegated authority to that Standing Committee in accordance with clause 14.2.1.

References to Standing Committee

- 14.5 Any references to a Standing Committee in this constitution (other than in this clause 14 and clause 23.1) will be of no force or effect unless the Board has established the relevant Standing Committee and it remains in existence at the relevant time.

15 SECRETARY

- 15.1 The Board may appoint one or more Secretaries and may at any time terminate the appointment or appointments.
- 15.2 The Board may determine the terms and conditions of appointment of a Secretary, including remuneration. Any one of the Secretaries may carry out any act or deed required by this constitution, the Corporations Act or by any other statute to be carried out by the secretary of the Company.

16 CHIEF EXECUTIVE OFFICER

Appointment

- 16.1 The Board may from time to time appoint a person to the position of Chief Executive Officer for the period and on the terms (including as to remuneration and whether the position will be full-time or part-time) as the Board sees fit.
- 16.2 The Board may from time to time appoint another person to act temporarily as Chief Executive Officer if:
 - 16.2.1 the Chief Executive Officer is absent from duty or from Australia or is (in the Board's determination) incapable of acting as the Chief Executive Officer; or
 - 16.2.2 the position of Chief Executive Officer is vacant.

Termination

- 16.3 Subject to the law, the Board may terminate the appointment of the Chief Executive Officer. For the avoidance of doubt, the Company in general meeting has no power to terminate the appointment of the Chief Executive Officer or appoint a person to the position of Chief Executive Officer.
- 16.4 A person's appointment as Chief Executive Officer automatically terminates if he or she is appointed as a Director.

17 INDEMNITY AND INSURANCE

Indemnity

- 17.1 Every officer and past officer of the Company may be indemnified by the Company, to the fullest extent permitted by law, against a liability incurred by that person as an officer of the Company or a subsidiary of the Company, including legal costs and expenses incurred in defending an action. For the avoidance of doubt, the ways in which the Company may do so include by entering into an 'Indemnity, Insurance and Access Deed' (or similar contract) from time to time with one or more officers or past officers of the Company.

Insurance premiums

- 17.2 The Company may pay the premium on a contract insuring a person who is or has been an officer of the Company to the fullest extent permitted by law. For the avoidance of doubt, the ways in which the Company may do so include by entering into an 'Indemnity, Insurance and Access Deed' (or similar contract) from time to time with one or more officers or past officers of the Company.

18 EXECUTION OF DOCUMENTS

- 18.1 The Company may execute a document in any manner permitted by the Corporations Act or at general law.

19 GIFT FUND REQUIREMENTS

Company to maintain a Gift Fund

- 19.1 If the Company wishes to be a deductible gift recipient within the meaning of the ITAA97 and to the extent required by law, the Company must maintain at least one Gift Fund in accordance with this clause 19.

Rules applying to the Gift Fund

- 19.2 The following rules apply to any Gift Fund established and maintained by the Company:
- 19.2.1 The Gift Fund must have a name.
 - 19.2.2 The Company must maintain sufficient documents to provide evidence of the Gift Fund's purpose and operations.
 - 19.2.3 The Company must maintain a separate bank account for the Gift Fund.
 - 19.2.4 The following must be credited to the Gift Fund:
 - (a) All gifts of money or property to the Company for the Principal Purpose.

- (b) All money or property received by the Company because of those gifts.

19.2.5 No other money or property may be credited to the Gift Fund.

19.2.6 The Company must use any gifts, money or property of the kind referred to in clause 19.2.4 only for the Principal Purpose.

Winding up the Gift Fund

19.3 Despite clause 20, if the Company wishes to wind up a Gift Fund or the Company's deductible gift recipient endorsement is revoked (whether or not the company is to be wound up), any surplus from the Gift Fund must be transferred to one or more charities determined by the Board:

19.3.1 with charitable purpose(s) similar to, or inclusive of, the object in clause 2;

19.3.2 which also prohibit the distribution of any surplus assets to its members to at least the same extent as the Company; and

19.3.3 that is or are deductible gift recipients within the meaning of the ITAA97.

19.4 For the avoidance of doubt, if a Gift Fund operated by the Company is wound up but the Company remains endorsed as a deductible gift recipient and operates any other gift fund in accordance with this clause 19, any surplus Gift Fund that is being wound up may be transferred to any other charitable gift fund operated by the Company.

20 SURPLUS ASSETS ON WINDING UP OR DISSOLUTION

20.1 If the Company is wound up, any surplus property must not be distributed to a Member or a former Member unless it is a charity described in clause 20.2.

20.2 Subject always to clause 19.3, any court order, the Corporations Act and any other applicable law, upon the winding up or dissolution of the Company any surplus property that remains after satisfaction of all debts and liabilities must be distributed to one or more charities:

20.2.1 with charitable purposes similar to, or inclusive of, the object in clause 2;

20.2.2 which also prohibit the distribution of any surplus assets to its members to at least the same extent as the Company;

20.2.3 that is or are "deductible gift recipients" within the meaning of ITAA 97; and

20.2.4 as determined by ordinary resolution of the Members in general meeting 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 the State or Territory in which the Office is located.

21 ACCOUNTS, AUDIT AND RECORDS

Accounts

- 21.1 The Board must cause proper accounting and other records to be kept in accordance with the ACNC Act or as otherwise required by law.

Reports

- 21.2 To the extent required by the ACNC Act or otherwise required by law, the Board must cause the company to:

- 21.2.1 prepare financial reports;
 - 21.2.2 prepare directors' reports;
 - 21.2.3 notify each Member of the Member's right to receive reports from the Company; and
 - 21.2.4 provide members with reports, in a form and within such timeframe,
- as required by the ACNC Act or otherwise required by law.

Audit

- 21.3 A registered company auditor must be appointed. The remuneration of the auditor must be fixed and the auditor's duties regulated in accordance with the ACNC Act or as otherwise required by law.

Rights of inspection

- 21.4 Subject to the law:
- 21.4.1 The Board may determine whether and to what extent, and at what times and places and under what conditions, the records and other documents of the Company or any of them are open to the inspection of Members, and a Member does not have the right to inspect any document of the Company except as provided by law or authorised by the Board or by the Company in general meeting.
 - 21.4.2 Despite clause 21.4.1, the Board may refuse access to a document where the Board (acting reasonably) considers that such access would or would be likely to cause the Company to lose the benefit of any form of evidentiary privilege, including legal professional privilege.

22 NOTICES

Persons authorised to give notices

22.1 A notice by either the Company or a Member in connection with this constitution may be given on behalf of the Company or Member by a solicitor, director, company secretary or other authorised officer of the Company or Member.

22.2 The signature of a person on a notice given by the Company may be written, printed or stamped.

Method of giving notices

22.3 In addition to the method for giving notices permitted by statute, a notice by the Company or a Member in connection with this constitution may be given to the addressee by any of the following means:

22.3.1 By delivering it to a street address of the addressee.

22.3.2 By sending it by prepaid ordinary post (airmail if outside Australia) to a street or postal address of the addressee.

22.3.3 By sending it by facsimile or email to the facsimile number or email address of the addressee.

22.4 Clause 22.3 does not limit a Member's right under the Corporations Act to make an election or ad hoc request regarding how such documents be sent to them.

Addresses for giving notices to Members

22.5 The street address or postal address of a Member is the street or postal address of the Member shown in the Register.

22.6 The facsimile number or email address of a Member is the number which the Member may specify by written notice to the Company as the facsimile number or email address to which notices may be sent to the Member.

Address for giving notices to the Company

22.7 The street and postal address of the Company is the Office.

22.8 The facsimile number or email address of the Company is the number which the Company may specify by written notice to the Members as the facsimile number or email address to which notices may be sent to the Company.

Time notice of meeting is given

22.9 A notice of meeting given in accordance with this constitution is to be taken as given, served and received at the following times:

- 22.9.1 If delivered in writing to the street address of the addressee, at the time of delivery.
- 22.9.2 If it is sent by post to the street or postal address of the addressee, on the business day after posting.
- 22.9.3 If sent by facsimile or email to the facsimile number or email address of the addressee, at the time transmission is completed.

Time other notices are given

- 22.10 A notice given in accordance with this constitution is to be taken as given, served and received at the following times:
 - 22.10.1 If delivered in writing to the street address of the addressee, at the time of delivery.
 - 22.10.2 If it is sent by post to the street or postal address of the addressee, on the third (seventh if outside Australia) business day after posting.
 - 22.10.3 If sent by facsimile, at the time transmission is completed or if sent by email, when the sender's email system generates a message confirming successful transmission of the entire notice or one hour after the time it is sent (as recorded by the sender's device) whichever occurs first, unless the sender receives an automated message that the email has not been delivered or within eight hours after the transmission the recipient informs the sender that it has not received the entire notice.

Proof of giving notices

- 22.11 A certificate in writing signed by a Director or a Secretary stating that a notice, document or other communication was sent to a Member by delivery, post, facsimile or electronic transmission on a particular date is conclusive evidence that the notice, document or other communication was sent on that date.

Persons entitled to notice of meeting

- 22.12 Notice of every general meeting must be given by a method authorised by this constitution to all of the following persons:
 - 22.12.1 Every Member.
 - 22.12.2 Every Director.
 - 22.12.3 The auditor for the time being of the Company, if any.
- 22.13 No other person is entitled to receive notices of general meetings.

23 DEFINITIONS AND INTERPRETATION

Definitions

23.1 In this constitution the following definitions apply:

ACNC means the Australian Charities and Not-for-profits Commission.

ACNC Act means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth) and for the avoidance of doubt includes any 'governance standards' prescribed under any related regulations.

Agency means the Australian Health Practitioner Regulation Agency.

AGM means an annual general meeting of the Company.

Approved Candidate means a person whose candidacy for election as a Director has been approved by the Selection Committee in accordance with clause 10.14.5(b).

Associated Party means each of the following:

- (a) The Company.
- (b) Any Related Body Corporate of the Company.
- (c) Any other body corporate, trust or entity promoted by the Company or in which the Company has an interest of any kind.

Ballot means Members voting on a proposed resolution or other question by means of a ballot conducted in accordance with clause 8.

Board means Directors acting as the board of the Company.

Chair means the Director elected under clause 13.7 to preside as chairperson at Board meetings at the relevant time.

Chief Executive Officer has the meaning given in clause 16.

Company means Gippsland Health Network Limited ACN 155 514 702.

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

Deputy Chair means the Director (if any) elected under clause 13.8 to preside in the Chair's absence as chairperson at Board meetings at the relevant time.

Director means a person occupying the position of a director of the Company.

Eligible Director means a Director who, at the relevant time:

- (a) is not the Chair or Deputy Chair; and

- (b) is not due to retire from office in accordance with the table set out in clause 10.5 in the next 12 months.

Fifth AGM means the fifth AGM of the Company to be held after the date of adoption of this constitution, anticipated to be held during the 2021 calendar year.

First AGM means the first AGM of the Company to be held after the date of adoption of this constitution, anticipated to be held during the 2017 calendar year.

Fourth AGM means the fourth AGM of the Company to be held after the date of adoption of this constitution, anticipated to be held during the 2020 calendar year.

Gift Fund means a fund that is maintained for the Principal Purpose.

Independent means a person who is not, and has not in the previous three years been:

- (a) A Director.
- (b) A candidate for election as a Director (whether or not successful).
- (c) A Member or the representative of a Member.
- (d) An employee of the Company.
- (e) An owner, officer or employee of, or consultants to, a material supplier to the Company or a material recipient of services from the Company.
- (f) A person having close family ties with any person who falls within any of the above categories.
- (g) A person who, in the Board's opinion, might otherwise reasonably be seen to have an interest, position, association or relationship that will or may interfere with the person's capacity to bring an independent judgement to bear on issues before the Selection Committee.

Initial Director means a person who held the office of a Director at the date of adoption of a previous version of this constitution by the Members in 2016, and for the avoidance of doubt:

- (a) includes any person who is elected as a Director for the first time at the 2016 AGM; and
- (b) excludes any person who ceases to be a Director as at the close of the 2016 AGM and is not then appointed or re-appointed as a Director by the Board shortly after the close of the 2016 AGM.

Insolvency Event means, in relation to a Member, and subject to the Corporations Act in respect of a Member that is a company registered under the Corporations Act, anything that reasonably indicates that there is a significant risk that the Member is or will become

unable to pay the Member's debts as they fall due. This includes any of the following (as applicable):

- (a) A meeting of the Member's creditors being called or held.
- (b) A step been taken to make the Member bankrupt.
- (c) An application is presented or an order is made for the sequestration of the Member's estate.
- (d) A step being taken to wind the Member up.
- (e) A step being taken to have a receiver, receiver and manager, administrator, liquidator or provisional liquidator appointed to the Member or any of its assets or such an appointment taking place.
- (f) The Member entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors.
- (g) The Member ceases or threatens to cease to carry on its main business.

ITAA 97 means *Income Tax Assessment Act 1997* (Cth).

Member means a person whose name is entered in the Register as a member of the Company.

Office means the registered office of the Company.

Polling Date means the date by which completed Ballot papers must be received by the applicable returning officer under the terms of the relevant Ballot, as determined in accordance with clause 8.

Primary Health Care means:

- (a) services that are delivered in settings including general practices, community health centres, and allied health practices; and
- (b) services that are delivered by health practitioners including general practitioners (GPs), nurses, nurse practitioners, allied health professionals, midwives, pharmacists, dentists and Aboriginal health practitioners.

Principal Purpose means the purposes of the Company as reflected in the object of the Company specified in clause 2, or any of those purposes.

Region means the applicable geographic region in which the Company conducts its core activities, as may be determined by the Board from time to time.

Register means the register of Members kept by the Company under the Corporations Act.

Registered Entity means an entity that is registered under the ACNC Act.

Related Body Corporate has the meaning given in the Corporations Act.

Second AGM means the second AGM of the Company to be held after the date of adoption of this constitution, anticipated to be held during the 2018 calendar year.

Secretary means a person appointed to perform the duties of a secretary of the Company.

Selection Committee means the committee to be established by the Board in accordance with clause 13.21.

Sixth AGM means the sixth AGM of the Company to be held after the date of adoption of this constitution, anticipated to be held during the 2022 calendar year.

Skills Matrix means any matrix of competencies, skills and/or experience (or equivalent document) adopted by the Board from time to time in accordance with this constitution that specifies the desired range of competencies, skills and/or experience to be demonstrated by the Directors and the Board for the time being, taking into account the Company's needs and objectives and other relevant matters at the time.

Standing Committee has the meaning given in clause 14.1.

Termination Event means:

- (a) An Insolvency Event occurs in respect of the Member.
- (b) The Member is deregistered or otherwise dissolved.
- (c) If the Member is a natural person, the Member dies or becomes an officer or employee of the Company. To avoid doubt, service on a Standing Committee (whether or not that role is remunerated) does not, in and of itself, result in the relevant individual being an employee of the Company for the purposes of this paragraph (c).

Third AGM means the third AGM of the Company to be held after the date of adoption of this constitution, anticipated to be held during the 2019 calendar year.

Valid Nomination has the meaning set out in clause 10.14.5(a).

Interpretation

23.2 In this constitution, unless the context otherwise requires:

- 23.2.1 A reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this constitution.

- 23.2.2 A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time.
- 23.2.3 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this constitution (however, a schedule or attachment does not form part of this constitution unless the schedule or attachment expressly states that it is part of this constitution).
- 23.2.4 Where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 23.2.5 A word which indicates the singular indicates the plural, a word which indicates the plural indicates the singular, and a reference to any gender indicates the other genders.
- 23.2.6 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or public authority.
- 23.2.7 A reference to 'dollars' or '\$' means Australian dollars.
- 23.2.8 References to the word 'include' or 'including', or to the word 'exclude' or 'excluding', are to be interpreted without limitation.
- 23.2.9 A reference to a time of day means that time of day in the place where the Office is located.
- 23.2.10 A reference to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in the place where the Office is located.
- 23.2.11 Where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day.
- 23.2.12 A term of this constitution which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

References to this constitution

- 23.3 A reference to this constitution, where amended, means this constitution as so amended.

Replaceable rules

- 23.4 Each of the provisions of the Corporations Act which would but for this clause apply to the Company as a replaceable rule within the meaning of the Corporations Act are displaced and do not apply to the Company.

Application of Corporations Act

- 23.5 Unless the context otherwise requires,

- 23.5.1 An expression used but not defined in this constitution has the same meaning given in the Corporations Act.
- 23.5.2 Where an expression referred to in clause 23.5.1 has more than one meaning in the Corporations Act and a provision of the Corporations Act deals with the same matter as the relevant clause of this constitution, the expression has the same meaning as in that provision.
- 23.6 Subject to clause 23.4, for so long as the Company is a Registered Entity the provisions in Part 2G.2 and Part 2G.3 of the Corporations Act about meetings, resolutions and minutes are incorporated into this constitution by reference as if they are repeated in full (excluding any provisions about offences and penalties). To the extent that the ACNC Act or any law or binding regulation of the ACNC applies to the Company and this conflicts with one or more provisions in Part 2G.2 and Part 2G.3 of the Corporations Act, the Company must comply with (as applicable) the ACNC Act or that law or binding regulation, save that it is expressly intended by the Members that the Company must hold an AGM at least once in each calendar year and within five months after the end of its financial year.
- 23.7 For so long as the Company is a Registered Entity, and to the extent required by law, the Company must meet the ACNC's 'Governance Standards'.