

Western Victoria Primary Health Network Limited

Constitution

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Corporations Act 2001 (Cth)
Public company limited by guarantee
Western Victoria Primary Health Network Limited
ACN 061 300 918

1. Nature of company and liability

1.1 Nature of Company

The Company is a public company limited by guarantee.

1.2 Liability

The liability of the Members is limited. Every Member undertakes to contribute \$50 to the assets of the Company if it is wound up while that person is a Member, or within one year afterwards, 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. Objects and powers

2.1 Objects

The objects of the Company will be as follows:

2.1.1 Optimise the patient journey;

2.1.2 Promote the prevention and control of illness and disease as a part of National Health Reform;

2.1.3 Achieve measurable outcomes in the community through, amongst other things, efficiently commissioning, coordinating, integrating, and where necessary, delivering optimal services and outcomes;

2.1.4 Encouraging and supporting improvements in the delivery of primary health care services to patients, including initiatives aimed toward reducing avoidable hospital admissions, improving disease prevention and management, raising patient awareness and improving access to appropriate services;

2.1.5 Improving the planning of primary health care services to identify the diverse health needs of regional, rural and remote communities, develop locally focused and responsive health services in partnership with existing agencies and address service delivery gaps;

2.1.6 Promoting primary care and the centrality of GPs for the delivery of effective integrated health management for the local community;

- 2.1.7 Providing support to clinicians and health service providers to improve their patient care;
- 2.1.8 Establishing effective collaborations to deliver more coordinated, integrated, flexible and locally responsive health services;
- 2.1.9 Promoting a culture of efficiency, accountability and continuous improvement in the delivery of primary health care services;
- 2.1.10 Seeking opportunity and funding for primary health care and distributing these funds in a manner that best meets the Objects;
- 2.1.11 Meeting the special (and localised) health needs of high risk groups (such as people from non-English speaking backgrounds) or people with, or at risk of, chronic conditions, particularly where these needs are not adequately addressed by the current health system;
- 2.1.12 Meeting the special (and localised) health needs of Aboriginal and Torres Strait Islanders, particularly where these needs are not adequately addressed by the current health system;
- 2.1.13 Support, fund, promote and aid academic research relating to the Objects
- 2.1.14 Do all such things as are incidental, convenient or conducive to the attainment of all or any of the Objects; and
- 2.1.15 In pursuing the Objects, the Company will be efficient and accountable with strong governance and effective management

(Objects)

2.2 Powers

Solely for carrying out the Company's Objects, and without limiting the powers granted to it by section 124 of the Corporations Act, the Company may:

- 2.3.1 Raise money and otherwise secure sufficient funds to further the Objects;
- 2.3.2 Receive any funds from any government or authority, municipal, local or otherwise and distribute these funds in a manner that best attains the Objects;
- 2.3.3 Manage moneys of the Company including funding received from any government or authority, municipal, local or otherwise in a manner consistent with the Objects and with any conditions or contractual obligations attached to that funding;
- 2.3.4 Support, fund, promote and aid academic research relating to the Objects;
- 2.3.5 Enter into any arrangements with any government or authority, municipal, local or otherwise that may seem conducive to the Objects;

- 2.3.6 Invest the moneys of the Company not immediately required in accordance with the investment policy approved by the Board;
- 2.3.7 Borrow moneys required to facilitate the Company meeting its Objects upon such security as may be determined and to make, accept and endorse any promissory note, bill of exchange and other negotiable instrument; and
- 2.3.8 Do all such things as are incidental, convenient or conducive to the attainment of all or any of the Objects.

3. Definitions and interpretation

3.1 Definitions

In this Constitution the following definitions apply:

Advisory Committee means an advisory committee established by the Board under clause 13.10 or the relevant Clinical Councils and Community Advisory Committees established at the direction of the Commonwealth.

AGM means an annual general meeting of the Company.

AHPRA means the Australian Health Practitioner Regulation Agency or its successor.

Appointed Directors means the Directors appointed by the Board in accordance with clause 10.3.

Associated Party means each of the following:

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

Board means Directors acting as the board of the Company.

Chair means the Director elected under clause 13.6 to preside as chairperson at Board meetings for the time being.

Commonwealth means the Commonwealth of Australia, as represented by the Department of Health and Ageing or any department or agency of the Commonwealth which is from time to time responsible for the administration of the Deed for Funding.

Company means Western Victoria Primary Health Network Limited ABN 83 605 426 759.

Constitution means this constitution as amended from time to time.

Corporations Act means the Corporations Act 2001 (Cth) and includes any statutory modification, re-enactment or subordinate legislation of that act for the time being in force

Deed for Funding means the Deed for Funding between the Commonwealth of Australia as represented by the Department of Health and Ageing and the Company, as amended from time to time.

Director means a person who is, for the time being, occupying the position of a director of the Company and includes both Elected Directors and Appointed Directors.

Director Transition Period has the meaning given in clause 10.4.

Elected Director means a Director elected by the Company in general meeting in accordance with clause 10.2.

Eligible Charity means a fund, authority or institution:

- (a) which is charitable at law; and
- (b) Gifts to which are deductible under item 1 of the table in section 30-15 of ITAA 97.

General Medical Practitioner means a 'medical practitioner' as defined in section 3 of the Health Insurance Act 1973 (Cth) and whose practice involves the provision of primary, continuing and comprehensive whole-patient care to individuals, families and their community.

Gift Fund has the meaning given in clause 17.1.

ITAA 97 means the Income Tax Assessment Act 1997 and includes any statutory modification, re-enactment or subordinate legislation of that act for the time being in force.

Local Hospital Network means the independent body or bodies responsible for the direct management of public hospital services and functions in the Region.

Member means a person admitted to membership in accordance with clause 4.

Member Transition Period has the meaning given in clause 4.2.

Non-Member Stakeholder has the meaning given in clause 9.2.

Objects are the object of the Company set out in clause 2.2.

Office means the registered office of the Company.

Region means the region specified in the Deed for Funding, which may be amended from time to time.

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

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

Seal means, if the Company has one, the common seal of the Company.

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

Termination Event means the death or bankruptcy of that Member or that Member becoming of unsound mind or becoming a person whose property is liable to be dealt with under a law about mental health, or the deregistration or other dissolution of that Member.

3.2 Interpretation

In this constitution, unless the context otherwise requires:

- 3.2.1 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.
- 3.2.2 A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time.
- 3.2.3 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this constitution.
- 3.2.4 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.
- 3.2.5 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.
- 3.2.6 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or public authority.
- 3.2.7 A reference to 'dollars' or '\$' means Australian dollars.
- 3.2.8 References to the word 'include' or 'including' are to be interpreted without limitation.
- 3.2.9 A reference to a time of day means that time of day in the place where the Office is located.
- 3.2.10 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.
- 3.2.11 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.

3.2.12 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.

3.3 References

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

3.4 Replaceable rules

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.

3.5 Application of Corporations Act

Unless the context otherwise requires,

3.5.1 An expression used but not defined in this constitution has the same meaning given in the Corporations Act.

3.5.2 Where an expression referred to in clause 3.5.1 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.

3.6 Enforcement

Each Member submits to the non-exclusive jurisdiction of the courts of Victoria, the Federal Court of Australia and the courts competent to determine appeals from those courts with respect to any proceedings that may be brought at any time relating to this constitution.

4. Membership

4.1 Members

Subject to clause 4.2, the Members of the Company will be limited to individuals and may be:

4.1.1 Any person who is a member of the Company as at the date of adoption of this Constitution;

4.1.2 Any person who is a private practitioner practicing in primary health care in the Region who is registered with AHPRA and who commits to working in an integrated primary care system;

4.1.3 The designated individual representatives of the Local Hospital Network; and

4.1.4 Any other person whose application for membership is approved by the Board.

4.2 Membership not transferable

A Member's rights, privileges and benefits of membership are personal to the Member and membership of the Company is not transferable, other than by operation of law.

4.3 Members' obligations

All Members must comply with the provisions of this Constitution.

4.4 Member Fees

4.4.1 The Company may only impose an annual membership fee or application fee upon Members if:

4.2.1.1 The Deed for Funding permits an annual membership fee and/or application fee to be imposed; and

4.2.1.2 The Members pass a special resolution to do so.

4.4.2 Any variation of the annual membership fee and/or application fee must also be made by special resolution of Members.

4.5 Form of application

An application for membership must be

4.5.1 In such form as the Board determines from time to time;

4.5.2 Signed by the applicant;

4.5.3 Accompanied by such documents or evidence as to qualification for membership as the Board may determine from time to time; and

4.5.4 Include the applicable annual membership fee and/or application fee (if any).

4.6 Admission to Membership

4.6.1 The Board must consider an application for Membership as soon as practicable after its receipt and determine, in its absolute discretion, the admission or rejection of the applicant

4.6.2 The Board does not have to give reasons for rejecting an application.

4.6.3 If an applicant is accepted as a Member, the Secretary must notify the applicant of admission and the name and details of the applicant must be entered in the Register

4.7 Register of Members

4.7.1 A register of the Members of the Company must be kept in accordance with the Corporations Act.

- 4.7.2 The following details must be entered in the Register in respect of each Member:
- 4.2.1.3 The full name of the Member.
 - 4.2.1.4 The address of the Member.
 - 4.2.1.5 The date on which the entry of the Member's name in the Register is made.
- 4.7.3 The Register must also show the following information, which may be kept separately from the rest of the Register:
- 4.2.1.6 The name and details of each person who stopped being a Member within the last 7 years.
 - 4.2.1.7 The date on which each such person stopped being a Member.
- 4.7.4 The Company may also keep further registers recording other information about Members that is not required to be kept under the Corporations Act.
- 4.7.5 The following details may be entered in a register referred to in clause 4.8:
- 4.2.1.8 The telephone number, facsimile number and email address (as applicable) of the Member.
 - 4.2.1.9 Such other information as the Board may require
- 4.7.6 Each Member must notify the Secretary in writing of any change in that person's name, address, telephone or facsimile number or email address within one month after the change

5. Removal and cessation of membership

5.1 Resignation

- 5.1.1 A Member may resign from membership of the Company by giving written notice to the Secretary.
- 5.1.2 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

5.2 Other cessation of membership

- 5.2.1 A Member ceases to be a Member immediately upon any Termination Event occurring in respect of the Member

5.3 Removal from membership

- 5.3.1 A Member will be expelled from membership of the Company and their name erased from the register of Members if a majority of Members requests the Company in writing to do so or passes an ordinary resolution to do so at a general meeting.

- 5.3.2 If any Member willfully refuses or neglects to comply with the provisions of this Constitution of the Company, or is guilty of any conduct which in the opinion of the Board is unbecoming of a Member or prejudicial to the interest of the Company, the Board are empowered to expel the Member from the Company and erase their name from the Register of Members.
- 5.3.3 The Board must provide at least one week's written notice to any Member of any intention to remove that Member from the Register, so as to enable the Member to provide written representations to the Board.

6. No profits for members

6.1 Transfer of income or property

- 6.1.1 Save as otherwise provided in this Constitution, the Company may not pay or transfer any income or property, directly or indirectly to any Member.
- 6.1.2 The Company must not pay a dividend to any Member.

6.2 Payments, services and information

- 6.2.1 Subject always to clause 18, nothing in this clause 6 prevents the Company making a payment where that payment is permitted by the Deed for Funding or is made in good faith of any of the following:
- 6.2.1.1 An amount pursuant to clause 11 in the case of a Member who is also a Director and/or Secretary;
 - 6.2.1.2 Reasonable and proper remuneration to any Member in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual course of business of the Company where the Board has appointed the Member to provide those goods or services;
 - 6.2.1.3 Interest on money borrowed from any Member at a rate not exceeding a rate approved by the Board on money borrowed by the Company;
 - 6.2.1.4 Reasonable and proper rent for premises leased or licensed by any Member to the Company;
 - 6.2.1.5 Reimbursement of out-of-pocket expenses reasonably and properly incurred by any Member on the Company's behalf where the expense has been incurred with the prior approval of the Board and the amount does not exceed the amount previously approved;
 - 6.2.1.6 An amount pursuant to clause 15 (Indemnity and insurance); or
 - 6.2.1.7 Any other amount that has been approved by a prior resolution of the Board.

7. General meetings

7.1 Convening of Meetings by Directors

7.1.1 A majority of Directors may convene a general meeting

7.2 Convening of Meetings by Members

7.2.1 The Board must call and arrange to hold a general meeting if required to do so under the Corporations Act.

7.3 Notice of general meeting

7.3.1 The Board may give notice of a general meeting by any form of communication permitted by the Corporations Act or this Constitution.

7.3.1.1 The notice of a general meeting must be given to all persons entitled to receive notice and must specify the place, the day and the hour of meeting and if the meeting is to be held in two or more places, the technology 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.

7.3.1.2 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 invalidate a resolution passed at the general meeting.

7.3.2 A Member is entitled to receive notice of and attend a general meeting.

7.3.3 A Member may waive notice of a general meeting by written notice to the Company.

7.3.4 A Member who has not duly received notice of a general meeting may, before or after the meeting, notify the Company of the Member's agreement to anything done.

7.3.5 A Member's attendance at a meeting of Members waives any objection which that person may have had to a failure to give notice, or the giving of a defective notice, of the meeting, unless the Member at the beginning of the meeting objects to the holding of the meeting.

7.4 Cancellation of General Meetings

7.4.1 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.

7.4.2 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.

- 7.4.3 The Company may give notice of a cancellation or postponement or change of place of a general meeting as the Board resolves. Failure to give notice of a cancellation or postponement or change of place of a meeting of Members or the failure to receive any notice of the meeting does not invalidate the cancellation, postponement or change of place of a meeting or anything done (including the passing of a resolution) at a postponed meeting or the meeting at the new place.
- 7.4.4 The only business that may be transacted at a general meeting the holding of which is postponed is the business specified in the original notice calling the meeting.

7.5 Quorum at General Meetings

- 7.5.1 The Members at a general meeting may not transact any business except, subject to clause 7.7, the election of a chairperson unless a quorum of Members is present by representative or proxy at the time when the meeting proceeds to business.
- 7.5.2 Each Member present by representative may only be counted once towards the quorum. If a Member has appointed more than one proxy, only one of them may be counted towards a quorum.
- 7.5.3 The chairperson of a general meeting may require a person acting as a proxy of a Member at that meeting to establish to the chairperson's satisfaction that the person is the person who is duly appointed to act. If the person fails to satisfy this requirement, the chairperson may exclude the person from attending or voting at the meeting.
- 7.5.4 The quorum for a general meeting will be 20 of the total number of Members entitled to vote by representative or proxy at the meeting at the time.
- 7.5.5 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:
- 7.5.5.1 If the meeting was convened by or on the requisition of Members, it must be dissolved.
- 7.5.5.2 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.
- 7.5.6 If a meeting has been adjourned to another time and place determined by the Board, not less than seven days' notice of the adjourned meeting must be given in the same manner as in the case of the original meeting.

7.6 Quorum at adjourned general meetings

- 7.6.1 The quorum for an adjourned meeting will be determined in accordance with clause 7.5.4.

7.7 Appointment of chairperson

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

7.7.1.1 If the Board has elected a Director as Chair, that person is entitled to chair every general meeting.

7.7.1.2 The Directors present at a general 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 13.6.2.

(b) The Chair is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act.

7.7.1.3 The Members present by representative or proxy at a general meeting must elect one of the Members present by representative or proxy 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

7.8 Chairperson's powers

7.8.1 The chairperson may temporarily vacate the chair at a general meeting in favour of another person present at any time nominated by him or her 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.

7.8.2 The chairperson may determine the procedures to be adopted for proper and orderly discussion or debate at the meeting, and the casting or recording of votes at the meeting.

7.8.3 The chairperson may make rulings without putting the question (or any question) to the vote if that action is required to ensure orderly conduct of the meeting.

7.8.4 The chairperson may, subject to the Corporations Act, at any time terminate discussion or debate on any matter being considered at the meeting and require that matter to be put to a vote.

7.8.5 The chairperson may refuse to allow debate or discussion on any matter which is not business referred to in the notice of that meeting or is not business of the meeting permitted pursuant to the Corporations Act without being referred to in the notice of meeting.

7.8.6 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.

- 7.8.7 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:
- 7.8.7.1 The use of offensive or abusive language which is directed to any person, object or thing.
 - 7.8.7.2 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.
 - 7.8.7.3 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.
- 7.8.8 The chairperson may delegate any power conferred by clauses 7.8.1 - 7.8.7 to any person.
- 7.8.9 Nothing contained in clauses 7.8.1 - 7.8.7 limits the powers conferred by law on the chairperson.

7.9 Adjournment of meetings

- 7.9.1 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 or any business, motion, question or resolution being considered or remaining to be considered at the meeting or any discussion or debate, either to a later time at the same meeting or to an adjourned meeting to be held at the time and place determined by the chairperson.
- 7.9.1.1 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.
 - 7.9.1.2 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting.
 - 7.9.1.3 Except when a meeting is adjourned for 30 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.

7.10 Voting on show of hands

- 7.10.1 At a general meeting a resolution put to the vote of the meeting must be decided on a show of hands, unless a poll is demanded before that vote is taken or before the result is declared or immediately after the result is declared.

7.10.2 If a poll is not duly demanded, a declaration by the chairperson that a resolution has on a show of hands 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

7.11 Demand for a poll

7.11.1 A poll may be demanded by either:

7.11.1.1 The chairperson.

7.11.1.2 A Member only in accordance with the Corporations Act.

7.11.2 The demand for a poll may be withdrawn.

7.11.3 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.

7.11.4 If a poll is duly demanded, it must be taken in the manner and, except as to the election of a chairperson or 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.

7.11.5 A poll demanded on the election of a chairperson or on a question of adjournment must be taken immediately.

7.12 Voting of Members

7.12.1 Subject to this Constitution, the Board may determine other means (including electronic) permitted by law for the casting and recording of votes by Members present by representative or proxy on any resolution to be put at a general meeting.

7.12.2 Subject to this Constitution, on a show of hands every Member present by representative or proxy has one vote.

7.12.3 On a poll every Member present by representative or proxy has one vote. For the avoidance of doubt, a person holding a proxy, has one vote for each Member for which the person holds a proxy in addition to any vote they are entitled to in their capacity as a Member.

7.12.4 If a proxy of a Member purports to vote in a way or circumstances that contravene the Corporations Act, on a show of hands the vote of that proxy is invalid and the Company must not count it. If a poll is demanded, votes which the Corporations Act require a proxy of a Member to cast in a given way must be treated as cast in that way.

7.13 Vote of the Chairperson at general meetings

7.13.1 The chairperson of a general meeting is not entitled to a second or casting vote (in addition to any votes he or she may have as a representative or proxy of a Member).

7.14 Objections to voter qualification

7.14.1 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.

7.14.2 An objection to the qualification of a voter must be referred to the chairperson, whose decision, made in good faith, is final.

7.14.3 A vote not disallowed according to an objection as provided in this Constitution is valid for all purposes.

7.15 Mode of meeting for Members

7.15.1 A general meeting may be called or held using any technology consented to by all the Members. The consent may be a standing one. A Member may only withdraw their consent within a reasonable period before the meeting. The Members may otherwise regulate their meetings as they think fit.

7.15.2 Directors and Members are entitled to speak at a general meeting.

7.15.3 A person requested by the Board to attend a general meeting is entitled to speak at that meeting.

7.16 Resolution in writing

7.16.1 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.

7.17 Form of resolution in writing

7.17.1 A resolution in writing may consist of several documents in like form, each signed on behalf of one or more Members, and if so signed it takes effect on the latest date on which a Member signs one of the documents.

7.17.2 If a resolution in writing is signed by a proxy of a Member, it must not also be signed by the appointing Member and vice versa.

7.17.3 In relation to a resolution in writing a document generated by electronic means which purports to be a facsimile of a resolution of Members is to be treated as a resolution.

8. Proxies and representatives

8.1 Proxies of Members

- 8.1.1 At meetings of Members each Member entitled to vote may vote in person or by proxy or by attorney.
- 8.1.2 Subject to the terms of their appointment a person attending as a proxy has all the powers of a Member, except where expressly stated to the contrary and in accordance with the Corporations Act.
- 8.1.3 The authority of a proxy for a Member to speak or vote at a general meeting to which the authority relates is suspended while the Member is present at that meeting.

8.2 Appointment of proxies

- 8.2.1 A Member may appoint another person as their proxy to attend and vote instead of the representative of the Member. A proxy need not be a Member, however:
 - 8.2.1.1 A document appointing a proxy must be in writing, in any form permitted by the Corporations Act or in any form (including electronic) which the Board may determine or accept, and signed on behalf of the Member making the appointment.
 - 8.2.1.2 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.
 - 8.2.1.3 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, including the Member's representative, except that the proxy is not entitled to vote on a show of hands.

8.3 Verification of proxies

- 8.3.1 Before the time for holding the meeting or adjourned meeting at which a proxy proposes to vote, the document appointing the proxy must be deposited with the Company
- 8.3.2 That document must either be:
 - 8.3.2.1 Received at the Company's 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; or
 - 8.3.2.2 Produced to the chairperson of the meeting before the proxy votes.

- 8.3.3 If a general meeting has been adjourned, an appointment and any authority received by the Company at least 24 hours before the resumption of the meeting are effective for the resumed part of the meeting.

8.4 Validity of proxies

- 8.4.1 A proxy document is invalid if it is not deposited or produced prior to a meeting or a vote being taken as required by this document.

8.5 Revocation of appointment of proxy

- 8.5.1 A vote given in accordance with the terms of a proxy document is valid despite the revocation of the instrument or of the authority under which the instrument was executed, if no intimation in writing of any of that event has been received by the Company at the Company's Office before the commencement of the meeting or adjourned meeting at which the document is used.

9. Non-Member Stakeholders

9.1 The Board may create a register of Non-Member Stakeholders.

9.2 A Non-Member Stakeholder of the Company is a person who:

- 9.2.1 is not a Member;
- 9.2.2 Has applied to become a Non-Member Stakeholder in accordance with any procedures or policies applicable to Non-Member Stakeholders as may be determined by the Board from time to time (including if applicable payment of any fee determined by the Board from time to time); and
- 9.2.3 Who has been admitted by the Board as a Non-Member Stakeholder.

9.3 A Non-Member Stakeholder:

- 9.3.1 is not a Member of the Company;
- 9.3.2 Has the right to attend but not speak or vote at any general meeting of the Company;
- 9.3.3 May be invited to attend certain events hosted by the Company which are not open to the general public; and
- 9.3.4 Has such other rights not inconsistent with this clause 9 as the Board may determine from time to time.

9.4 Admission as a Non-Member Stakeholder

- 9.4.1 The Board must consider an application for admission as a Non-Member Stakeholder as soon as practicable after its receipt and determine, in its absolute discretion, the admission or rejection of the applicant as a Non-Member Stakeholder.

- 9.4.2 The Board does not have to give reasons for accepting or rejecting an application for admission as a Non-Member Stakeholder.
- 9.4.3 If an applicant is admitted as a Non-Member Stakeholder the Secretary must notify the applicant of admission and the name and details of the applicant must be entered in a register of Non-Member Stakeholders maintained for this purpose.

9.5 Removal

- 9.5.1 The Board may in its absolute discretion determine that a person ceases to be a Non-Member Stakeholder. The Board does not need to provide its reasons for doing so.

10. Appointment and retirement of Directors

10.1 Number and eligibility of Directors

- 10.1.1 The number of Directors must not be less than seven and not more than nine unless otherwise determined in accordance with this Constitution.
- 10.1.2 The Board will be comprised of up to four Elected Directors and up to five Appointed Directors.
- 10.1.3 Any term of office referred to in this clause 10 is subject to any provision to the contrary in this clause.
- 10.1.4 The Board through an Independent Nominations Committee will establish procedures relating to the nomination and election of Directors.

10.2 Elected Directors

- 10.2.1 Directors elected by the Members at the AGM of the Company will be Elected Directors.
- 10.2.2 The Members will elect up to four Directors.
- 10.2.3 Elected Directors must be Members.
- 10.2.4 Save as otherwise provided in this Constitution, all Elected Directors will hold office for a term of three years.
- 10.2.5 At the AGM of the Company all Elected Directors subject for re-election in that year must retire but, subject to clause 10.5, will be eligible for re-election.
- 10.2.6 An Elected Director's initial term will be such period of time that ensures that the initial term of appointment equitably maintains the position that an equal number of Directors will come up for election each year.

10.3 Appointed Directors

- 10.3.1 The Board will nominate up to five Directors (Appointed Directors) who will hold office for a term of three years.

10.3.2 An Appointed Director's initial term will be such period of time that ensures that the initial term of appointment equitably maintains the position that an equal number of Directors will come up for election each year.

10.4 Transitional arrangements

The Directors of the Company as at the date of adoption of this Constitution will continue to hold office subject to the term of their current appointments.

10.5 Retirement of Directors

10.5.1 Subject to clause 10.6, a Director must retire from office no later than the ninth AGM of the Company since that Director's first election or appointment or the date that this Constitution is adopted, whichever is later.

10.5.2 A Director who retires pursuant to clause 10.5 holds office as a Director until the end of the meeting at which the Director retires.

10.6 Casual vacancies

10.6.1 The Board must appoint a person to be a Director, to fill a casual vacancy of Directors.

10.6.2 An Elected Director appointed under this clause 10.6 to fill a casual vacancy of an Elected Director holds office only until the next general meeting after the appointment and is then eligible for re-election however the initial term of an Elected Director that is appointed as a result of a casual vacancy will be such period of time that ensures that the initial term of appointment equitably maintains the position that an equal number of Directors will come up for election each year.

10.6.3 An Appointed Director appointed under this clause 10.6 to fill a casual vacancy of an Appointed Director will hold office for the balance of the term of the Appointed Director being replaced so that the initial term of appointment equitably maintains the position that an equal number of Directors will come up for election each year

10.7 Removal from office

10.7.1 The Company may by ordinary resolution remove an Elected Director from office and may by ordinary resolution appoint another person as a replacement.

10.7.2 A person appointed to replace an Elected Director removed from office must retire as an Elected Director at the time ascertained as if the person became an Elected Director on the day on which the Elected Director removed from office was elected.

10.8 Vacation of office

10.8.1 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:

10.8.1.1 The Director becomes an insolvent under administration.

10.8.1.2 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.

10.8.1.3 The Director is absent from Board meetings over a consecutive period of three months without the prior written consent of the Board.

10.8.1.4 The Director becomes prohibited from being a director by reason of an order made under the Corporations Act.

10.8.1.5 The Director resigns by notice in writing to the Company.

10.8.1.6 The Director retires pursuant to clause 10.5.

11. Directors' Remuneration

11.1 Determination of fees

11.1.1 The Directors may be paid by way of fees for their services the amounts, if any, determined from time to time by the Company in general meeting; and, any salary or wage due to the Director or Secretary as an employee of the Company where the terms of employment have been approved by the Board.

11.1.2 Fees paid in accordance with clause 11.1 accrue from day to day.

11.2 Additional services rendered

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

11.2.1.1 With the prior approval of the Board; and

11.2.1.2 Where the amount payable does not exceed a commercially reasonable amount.

11.2.2 A fee payable in accordance with clause 11.3 may be paid either by fixed sum or salary determined by the Board.

11.3 Payment for expenses

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

11.4 Payments for insurance

11.4.1 An insurance premium in respect of a contract insuring a Director for a liability incurred as an officer of the Company may be paid by the Company where the Board has approved the payment of the premium.

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

13.1 Board Charter

13.1.1 The Board may establish a charter which sets out the proceedings and policies to be adopted by the Board in exercising its powers and discharging its duties provided that nothing in the charter will be inconsistent with the Corporations Act or the provisions of this Constitution.

13.2 Convening of Board meetings

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

13.3 Quorum at Board meetings

13.3.1 At a Board meeting, the number of Directors whose presence is necessary to constitute a quorum is:

13.3.1.1 If there is an even number of Directors, one half that number; and

13.3.1.2 If that number is not an even number, then the quorum is one half of the next even number.

13.3.2 If the number of Directors is reduced below the number necessary for a quorum of Directors, the continuing Director or Directors may act only to:

13.3.2.1 Appoint additional Directors to the number necessary for a quorum;
or

13.3.2.2 Convene a general meeting of the Company.

13.4 Voting at Board meetings

- 13.4.1 The Board must determine any questions arising at a Board meeting by a majority of votes of Directors present and voting.
- 13.4.2 Each Director present in person has one vote on a matter arising at a Board meeting. In case of an equality of votes, the Chair will have no second or casting vote and the motion will be declared lost.

13.5 Appointment of Chair

- 13.5.1 The Board may elect a Director as Chair to chair Board meetings, and may determine the period for which the Chair will hold office.
- 13.5.2 Subject to clause 13.9, the Chair must chair each Board meeting
- 13.5.3 If no Chair is elected, or if at any meeting the Chair is not present within ten minutes after the time appointed for holding the meeting or is unwilling to act, the Directors present must choose one of their number to chair that meeting.

13.6 Participation where Directors interested

- 13.6.1 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.
- 13.6.2 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.

13.7 No disqualification

- 13.7.1 Subject to compliance with the Corporations Act, a Director or any entity in which the Director has a direct or indirect interest (as applicable) may:
 - 13.7.1.1 Enter into a contract or arrangement with an Associated Party.
 - 13.7.1.2 Hold any office or place of profit (other than auditor) in an Associated Party.
 - 13.7.1.3 Act in a professional capacity (or be a member of a firm that so acts) other than as auditor of an Associated Party.
 - 13.7.1.4 Be a member, creditor or otherwise be interested in (other than an auditor) of an Associated Party.
- 13.7.2 Despite the fiduciary nature of a Director's office and the Director's fiduciary obligations:

- 13.7.2.1 Any contract or arrangement entered into in accordance with clause 13.8.1.1 by the Director or any entity in which the Director has a direct or indirect interest is not invalid or voidable.
- 13.7.2.2 A Director may do any of the things specified in clause 13.8.1 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.

13.8 Delegation of powers

- 13.8.1 Subject to clause 13.9.3, the Board may delegate any of its powers to any person for any period and on any terms (including the power to further delegate) as the Board resolves. This includes delegating any of the Board's powers to a managing director or committees consisting of Directors, Members or other persons (as the Board sees fit) to act in Australia or elsewhere.
- 13.8.2 The Board may revoke or vary any power so delegated.
- 13.8.3 A committee's exercise of a power in accordance with this Constitution is to be treated as the exercise of that power by the Board.
- 13.8.4 A committee must conform to the directions of the Board in the exercise of any powers delegated to it.

13.9 Advisory Committees

- 13.9.1 The Board:
 - 13.9.1.1 Must establish an Independent Nominations Committee.
 - 13.9.1.2 Must establish a Community Advisory Committees and Clinical Councils in areas within the Region which will initially include a Community Advisory Committee and Clinical Council in each of the following areas:
 - (a) Geelong Otway;
 - (b) Ballarat and Goldfields;
 - (c) Wimmera and Pyrenees; and
 - (d) Great South Coast;
 - 13.9.1.3 May establish such other Advisory Committees as it considers appropriate.
- 13.9.2 The Board may, with respect to an Advisory Committee:
 - 13.9.2.1 Specify in writing from time to time the terms of reference and functions of the Advisory Committee.

13.9.2.2 Appoint such persons as they consider appropriate to the Advisory Committee (including, if thought fit, one or more Directors), and remove any such person from the Advisory Committee at any time by written notice.

13.9.2.3 Specify the period and conditions (including as to remuneration, if any) of any such appointment to the Advisory Committee.

13.9.2.4 Terminate any Advisory Committee established under clause 13.10.1 at any time.

13.9.3 The Board must not delegate any of its powers to an Advisory Committee, and an Advisory Committee must not exercise any powers of a Director or the Board. However, the Board must consult with, and account for the advice of, an Advisory Committee, as recorded in the minutes and where the Board is to consider a matter within the expertise of the Advisory Committee.

13.10 Validity of acts of Directors

13.10.1 All acts done by a Board meeting or of a committee of 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 if that circumstance was not known by the Board, committee or person (as the case may be) when the act was done.

13.11 Minutes

13.11.1 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.

13.11.2 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.

13.12 Resolution in writing

13.12.1 A resolution in writing signed by all Directors entitled to vote on the resolution (excluding Directors who have requested and been given leave of absence by the Board) is to be treated as a determination of the Board passed at a Board meeting duly convened and held.

13.12.2 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.

13.12.3 In relation to a resolution in writing a document generated by electronic means which purports to be a facsimile of a resolution of Directors is to be treated as a resolution in writing and a document bearing a facsimile of a signature is to be treated as signed.

14. Secretary

14.1 The Board may appoint a Secretary and may at any time terminate the appointment with or without cause, subject to any agreement between the Company and the Secretary.

14.2 The Board may determine the terms and conditions of appointment of a Secretary, including remuneration.

15. Indemnity and insurance

15.1 Indemnity

15.1.1 Every Director or Secretary and past Director or Secretary 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 without limitation legal costs and expenses incurred in defending an action.

15.2 Insurance premiums

15.3 The Company may pay the premium on a contract insuring a person who is or has been a Director or Secretary of the Company to the fullest extent permitted by law.

16. Seal and execution of documents

16.1 If the Company has one, the Board must provide for the safe custody of the Seal.

16.2 The Seal will only be used by the authority of the Board or of a sub-committee of Directors authorised by the Board in that behalf, and every instrument to which the Seal is affixed must be signed by a Director and countersigned by the Secretary or by a second Director or by some other person appointed by the Board for that purpose.

16.3 The Company may execute a document without the use of the Seal if the document is signed by a Director and countersigned by a Secretary, Director or some other person appointed by the Board for that purpose.

16.4 The Board may determine the manner in which, and the persons by whom, cheques and other negotiable or transferable instruments in the name of or on behalf of the Company, and receipts for money paid to the Company, must be signed, drawn, accepted, endorsed or otherwise executed.

17. Establishment and operation of Gift Fund

17.1 Maintaining Gift Fund

The Company must maintain for the Objects of the Company a fund (Gift Fund):

- 17.1.1 To which gifts of money or property for that purpose are to be made;
- 17.1.2 To which any money received by the Company because of those gifts is to be credited; and
- 17.1.3 That does not receive any other money or property.

All gifts made to the Gift Fund are to be held by the Company on trust to be used only for the Objects.

17.2 Limits on use of Gift Fund

The Members of the Company must use the following only for the Objects:

- 17.2.1 Gifts made to the Gift Fund;
- 17.2.2 Any money received because of those gifts.

The Company must not distribute money to Members of the Company except as reimbursement for out of pocket expenses incurred on behalf of the Company or proper remuneration for administrative services.

17.3 Winding up

At the first occurrence of:

- 17.3.1 The winding up of the Gift Fund; or
- 17.3.2 The Company ceasing to be endorsed as a deductible gift recipient under Subdivision 30-BA of the ITAA 97,

Any surplus assets of the Gift Fund must be transferred to one (1) or more:

- 17.3.3 Eligible Charities;
- 17.3.4 Funds charitable at law which comply with the requirements of item 2 of the table in section 30-15 of the ITAA 97;

as the Members of the Company decide.

Where gifts to an Eligible Charity are deductible only if, among other things, the conditions set out in the relevant table item in Subdivision 30-B of ITAA 97 are satisfied, a transfer under this clause must be made in accordance with those conditions.

17.4 Bank account

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

17.5 Gift Fund forms part of the Company Fund

To avoid any doubt, it is declared that the Gift Fund forms part of the funds of the Company.

18. Surplus assets on winding up or dissolution

18.1 Subject always to clause 17.3, upon the winding up or dissolution of the Company, any remaining property after satisfaction of all debts and liabilities, will not be paid to or distributed among the Members, but will be given or transferred to some other institution or company which satisfies both of the following requirements:

18.1.1 It has objects similar to the objects of the Company.

18.1.2 Its constituent documents prohibit the distribution of its income and property among its members on terms substantially to the effect of clause 6.

18.1.3 If there are no other institutions or companies which meet the requirements of clauses 18.1.1 or 18.1.2 to one or more institutions or companies, the objects of which are the promotion of charity and gifts which are allowable deductions pursuant to the Income Tax Assessment Act 1997 (Cth).

18.2 This is to be determined by the Members at or before the time of winding up or dissolution of the Company and, in default of any determination, by the Supreme Court of the State or Territory in which the Office is located.

19. Accounts, audit and records

19.1 Accounts

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

19.2 Reports

19.2.1 To the extent required by the Corporations Act, the Board must cause the company to:

19.2.1.1 Prepare financial reports in accordance with the Corporations Act.

19.2.1.2 Prepare directors' reports in accordance with the Corporations Act.

19.2.1.3 Notify each Member of the Member's right to receive reports from the Company.

19.2.1.4 Provide members with reports, in a form and within such timeframe as may be required by the Corporations Act.

19.3 Audit

19.3.1 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 Corporations Act.

19.4 Rights of inspection

19.4.1 Subject to the Corporations Act:

19.4.1.1 The Board may (acting reasonably) determine whether and to what extent, and at what times and places and under what conditions, the accounting records and other documents of the Company or any of them are open to the inspection of Members other than Directors, and a Member other than a Director does not have the right to inspect any document of the Company except as provided by law or authorised by the Board or by the Company in general meeting.

19.4.1.2 Despite clause 19.4.1.1, 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.

20. Notices

20.1 The company may give a notice to a Member:

20.1.1 Personally; or

20.1.2 by sending it by post to the address for the Member in the Register of Members or the alternative address (if any) nominated by the Member; or

20.1.3 by sending it to the electronic address (if any) nominated by the Member; or

20.1.4 by any other means permitted from time to time under the Corporations Act;

and may give notice in like manner to each Director and auditor.

20.2 A notice sent by post is taken to be given 2 business days after it is posted. A notice sent by electronic means is taken to be given on the business day after it is sent.

20.3 Notice of every general meeting must be given in any manner authorised under clause 20.1 to:

20.3.1 Every Member except those Members who (having no registered address within the State) have not supplied to the Company an address within the State for the giving of notices to them; and

20.3.2 The auditor or auditors for the time being of the Company.

20.4 No other person will be entitled to receive notices of general meetings.