

Constitution

Central and Eastern Sydney Allied Health Network Ltd

DOCUMENT CONTROL

Author	Version	Date	Reviewed by...	Comments
Michael Moore	1.0	7 June 2012	CSAHN Board	
Michael Moore	2.0	12 Oct 2012	CSAHN Board	
CESAHN	3.0	20 April 2015	CESAHN Board	Approved at EGM on 20 April 2015
CESAHN	4.0	13 October 2022	CESAHN Board	Approved at AGM on 13 October 2022

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CORPORATIONS ACT
A Public Company Limited by Guarantee
CONSTITUTION
of
CENTRAL AND EASTERN SYDNEY ALLIED HEALTH NETWORK
ACN 159 053 219

1. DEFINITIONS

In this constitution:

Allied Health Practitioner means:

- (a) a health practitioner in the following list of professions:
- (i) Audiology
 - (ii) Chiropractic
 - (iii) Dentistry
 - (iv) Diabetes education
 - (v) Dietetics
 - (vi) Exercise physiology
 - (vii) Mental health nursing
 - (viii) Occupational Therapy
 - (ix) Optometry
 - (x) Osteopathy
 - (xi) Pharmacy
 - (xii) Physiotherapy
 - (xiii) Podiatry
 - (xiv) Psychology
 - (xv) Social work
 - (xvi) Speech pathology

- (xvii) Such other professions as the Directors may determine from time to time; and
- (b) who complies with applicable laws regulating the registration of allied health professionals in Australia and maintains professional indemnity insurance cover, or, when not covered by such laws, belongs to a relevant professional organisation and maintains professional indemnity cover.

Associate Member means a Member who is admitted to associate membership in accordance with clause 4.

Board means the Directors of the Company.

Company means Central and Eastern Sydney Allied Health Network ACN 159 053 219.

Director means a person elected or appointed to perform the duties of a director of the Company.

Law means the Corporations Act 2001 (Cth) and/or the Australian Charities and Not-for-profits Commission Act 2012 (Cth), as the context requires.

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.

Ordinary Member means a Member who is admitted to ordinary membership in accordance with clause 4.

PHN means the Central and Eastern Sydney Primary Health Network funded by the Commonwealth Government.

Region means the geographical area covered by the PHN and any other postcodes or local government areas approved by the Board.

Register means the register of Members kept by the Company under the Law.

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:

- (a) if a Member is an individual, the death or bankruptcy of that Member or that Member losing decision making capacity due to illness or other disability and an independent medical practitioner certifies that loss of decision making capacity is permanent;
- (b) if a Member is a body corporate, the deregistration or other dissolution of that Member.

2. NATURE OF COMPANY AND LIABILITY

2.1 Nature of Company

The Company is a public company limited by guarantee.

2.2 Liability of Guaranteeing Members

The liability of the Members is limited. Every Ordinary Member undertakes to contribute \$2.00 to the assets of the Company if it is wound up while he or she is an Ordinary

Member, or within one year afterwards. Associate Members are not required to guarantee the Company.

3. OBJECTS

3.1 Objects of Company

The objects of the Company are to improve patient care and health status in the Region by:

- (a) enabling health practitioners to contribute to health planning at the local community level;
- (b) supporting better access to available and appropriate health services for patients and reducing inappropriate duplication of services;
- (c) meeting the special (and localised) health needs of community groups (such as Aboriginal and Torres Strait Islanders and those with non-English speaking backgrounds) or people with chronic conditions, particularly where these needs are not adequately addressed by the current health system;
- (d) facilitating the advancement of allied health practice for the benefit of practitioners and the community;
- (e) enhancing educational and professional development opportunities for allied health practitioners, allied health practitioners in training and undergraduates and conducting any associated training;
- (f) facilitating increased allied health practitioner focus on illness prevention and health promotion activities within their local communities;
- (g) improving the efficiency and effectiveness of health services at the local community level and advancing the interests of allied health patients and the general health of consumers within the community;
- (h) undertaking research to assist allied health practitioners to provide better health services to the community;
- (i) facilitating improved liaison between allied health practitioners and other areas of the health care system and its consumers;
- (j) ensuring the effective integration of allied health practice with other elements of the health care system;
- (k) any other objects which are, in the opinion of the Directors, consistent with the above.

3.2 Powers of the Company

Subject to clause 7, the Company has the legal capacity of a natural person and a company limited by guarantee in accordance with the Law. These powers must be exercised to carry out the objects of the Company set out in clause 3.1.

4. MEMBERSHIP

4.1 Classes of Membership

The membership of the Company will be divided into the following classes of membership:

- (a) Ordinary Members; and
- (b) Associate Members

4.2 Ordinary Members and Associate Members

4.2.1 An Ordinary Member of the Company is an Allied Health Practitioner, who practices in the Region and where registration is required by law holds and maintains that registration.

4.2.2 An Associate Member of the Company is:

- (a) An Allied Health Practitioner who practises in New South Wales but does not practice in the Region and where registration is required by law, holds and maintains that registration; or
- (b) any person, body corporate or other association whom the Directors in their discretion consider suitable for associate membership of the Company.

4.3 Membership

The Members of the Company are:

- (a) the initial Members as identified in the application for incorporation of the Company to the Australian Securities and Investments Commission; and
- (b) such other persons as the Company admits to membership in accordance with this constitution.

4.4 Application for membership

4.4.1 Subject to clause 4.2, a person aged 18 years or over, body corporate or other association may apply to be an Ordinary Member or an Associate Member of the Company.

4.5 Members

4.5.1 All Members:

- (a) must pay the application fee determined in accordance with clause 5.1;

- (b) in order to maintain Membership must pay the annual subscription in accordance with clause 5.2; and
- (c) must otherwise comply with this Constitution (including any Regulations made by the Board).

4.5.2 An Ordinary Member:

- (a) has the right to receive notices of, and to attend and be heard, at any general meeting; and
- (b) has the right to vote at any general meeting.

4.5.3 An Associate Member:

- (a) has no right to receive notices of, or to attend and be heard, at any general meeting; and
- (b) does not have the right to vote at any general meeting.

4.6 Form of application

An application for Membership must be:

- (a) signed by the applicant; or a person authorised by the applicant
- (b) accompanied by such documents or evidence as to qualification for the category of membership applied for as the Directors determine; and
- (c) accompanied by an application fee determined in accordance with clause 5.1.

4.7 Admission to Membership

4.7.1 The Directors must consider an application for Membership as soon as practicable after its receipt and determine, in their discretion, the admission or rejection of the applicant.

4.7.2 The Directors may at their discretion determine the category of Membership suitable for an applicant.

4.7.3 The Directors do not have to give reasons for rejecting an application or granting a particular category of Membership.

4.7.4 If an application for Membership is rejected, any application fee and the annual subscription must be refunded to the applicant.

4.7.5 If an applicant is accepted for Membership:

- (a) the Secretary must notify the applicant of admission in the form of a receipt for the application fee, if any, and annual subscription or in such other form as the Directors determine; and
- (b) the name and details of the applicant must be entered in the Register.

4.8 Register of Members

4.8.1 The Secretary must maintain the details of the Members in the Register.

4.8.2 The following must be entered in the Register in respect of each Member:

- (a) the full name of the Member including the ACN of a corporate Member;
- (b) the address, telephone and facsimile number, if any, and email address if any, of the Member;
- (c) the category of Membership;
- (d) the date of admission to and cessation of Membership;
- (e) the date of last payment of the Member's annual subscription;
- (f) in the case of a Member other than an individual the full name, address and facsimile number, if any, of its corporate representative; and
- (g) the member's profession and registration number where applicable
- (h) such other information as the Directors require.

4.8.3 Each Member must notify the Secretary in writing of any change in that person's name, address, telephone, facsimile number or email address within 1 month after the change.

5. APPLICATION FEE AND ANNUAL SUBSCRIPTION

5.1 Application fee

The application fee payable by each applicant for Membership is such sum as the Directors prescribe from time to time in respect of each category of Membership.

5.2 Annual subscription

5.2.1 The annual subscription payable by a Member is such sum as the Directors prescribe from time to time in respect of each category of Membership.

5.2.2 All annual subscriptions are for a financial year and are due and payable in advance on 1 July each year.

5.2.3 If a person applies for membership after 1 July in any year, the Directors may allow the Membership year to be extended.

5.3 Unpaid annual subscriptions

If:

- (a) the annual subscription of a Member remains unpaid after it becomes payable; and

- (b) a notice of default is given to the Member pursuant to a resolution of the Directors;

then the Member ceases to be entitled to any of the rights or privileges of membership but these may be reinstated if:

- (i) the Member pays such proportion of the unpaid amount as the Directors determine; and
- (ii) the Directors resolve to reinstate the rights and privileges of the Member.

6. REMOVAL AND CESSATION OF MEMBERSHIP

6.1 Resignation

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

6.1.2 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.

6.2 Failure to pay

If a Member has not paid the arrears of annual subscriptions and the Member's rights and privileges are reinstated in accordance with clause 5.3:

- (a) the Member remains liable for all the obligations and liabilities of membership for 3 months after the date of notification under clause 5.3.(b); and
- (b) the Member ceases to be a Member and the Member's name must be removed from the Register at the end of the 3 month period.

6.3 Other cessation of membership

A Member ceases to be a Member on any Termination Event occurring in respect of the Member.

6.4 Removal from Membership

6.4.1 The Directors may at their discretion convene a meeting of Members to consider the removal of a Member from the Register if the Member is no longer considered suitable for Membership of the Company by a majority of the Directors.

6.4.2 The Directors will be required to provide at least 2 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.

6.4.3 Where any written representations are made by the Member and the Member requests that the representations be notified to Members of the Company, the Company shall, unless the representations are received by it too late for it to do so:

- (a) state, in any notice of the meeting given to Members of the Company, that the representations have been made; and
- (b) send a copy of the representations to every Member of the Company to whom the notice of the meeting has been or is sent.

6.4.4 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 may, without affecting any right to be heard orally, require the representations be read out at the meeting.

6.4.5 Copies of the representations need not be sent out and the representations need not be read out at the meeting if the Directors are satisfied on reasonable grounds that the rights conferred by this clause are being abused to secure needless publicity for defamatory matter.

6.4.6 The Directors must give the Member reasons for recommending their removal as a Member from the Register.

6.4.7 An ordinary resolution of Members is required to pass the necessary resolution to remove a Member under this clause.

7. NO PROFITS FOR MEMBERS

7.1 Transfer of income or property

No income or property of the Company may be paid or transferred, directly or indirectly to any Member.

7.2 Payments, services and information

Nothing in this clause 7 prevents:

- (a) the payment in good faith of:
 - (i) remuneration to any officers or employees of the Company for services actually rendered to the Company;
 - (ii) an amount 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;
 - (iii) reasonable and proper interest on money borrowed from any Member; or
 - (iv) reasonable and proper rent for premises let by any Member to the Company; or
- (b) the distribution of government grant monies to Members where the grant is expressly on the basis that the monies be used for the benefit of persons including Members;
- (c) the Company from 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

(d) payments to the Directors under clause 11.

8. GENERAL MEETINGS

8.1 Convening of meetings by Directors

The Board chair or any two Directors may convene a general meeting.

8.2 Convening of meetings by Members

The Directors must call and arrange to hold a general meeting if required to do so under the Law.

8.3 Notice of general meeting

8.3.1 Written notice of a general meeting must specify:

- (a) the place, the day and the time of meeting;
- (b) if the meeting is to be held in 2 or more places, the technology that will be used to facilitate the meeting;
- (c) the general nature of the business to be transacted; and
- (d) any other matters as are required by the Law.

8.3.2 A notice of a general meeting may be given by any form of communication permitted by the Law.

8.3.3 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 invalidates a resolution passed at the general meeting if more than 15% of members are found to be affected.

8.4 Cancellation of general meetings

8.4.1 The Directors may cancel a general meeting, other than a general meeting which they are required to convene and hold under the Law.

8.4.2 A meeting may only be cancelled in accordance with this clause if notice of the cancellation is given to persons entitled to receive notice of the meeting at least 2 business days prior to the time of the meeting as specified in notice of meeting.

8.5 Quorum at general meetings

8.5.1 Business may not be transacted at a general meeting unless a quorum of Ordinary Members is present at the time when the meeting proceeds to business.

8.5.2 Except as otherwise set out in this constitution, 5% of the Ordinary Members present or represented in person by their proxy is a quorum.

8.5.3 If a quorum is not present within 30 minutes from the time appointed for the meeting:

- (a) and if the meeting was convened by or on the requisition of Members, it must be dissolved; or
- (b) 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 Directors.

8.5.4 If a meeting has been adjourned to another time and place determined by the Directors, not less than 7 days notice of the adjourned meeting must be given in the same manner as in the case of the original meeting.

8.6 Quorum at adjourned general meetings

At the adjourned meeting 10 Ordinary Members present is a quorum but if a quorum is not present within 15 minutes after the time appointed for the meeting, the meeting must be dissolved.

8.7 Appointment of chair

8.7.1 If the Directors have elected one of their number as chair of their meetings, that person is entitled to preside as chair at every general meeting.

8.7.2 The Directors present at a general meeting must elect one of their number to chair the meeting if:

- (a) a Director has not been elected as chair of Directors meetings; or
- (b) the chair is not present within 10 minutes after the time appointed for the holding of the meeting or they are unwilling to act.

If no Director is present and willing to chair the meeting, then the meeting will be re-convened in two weeks time.

8.7.3 At the adjourned meeting Ordinary Members present must elect one of their number to chair the meeting if:

- (a) there are no Directors present within 10 minutes after the time appointed for the holding of the meeting; or
- (b) all Directors present decline to take the chair.

8.8 Chair's powers

8.8.1 Subject to the terms of this constitution dealing with adjournment of meetings, the ruling of the chair 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 chair may be accepted.

8.8.2 The chair may expel any Member or Director from a general meeting if the chair reasonably considers that the Member or Director's conduct is inappropriate behaviour. The following conduct may be considered inappropriate in a general meeting:

- (a) the use of offensive or abusive language which is directed to any person, object or thing; and

- (b) attendance at the meeting while under the influence of any kind of drug including but not limited to any alcoholic substance.

8.9 Adjournment of meetings

- 8.9.1** The chair 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.
- 8.9.2** 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.
- 8.9.3** 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.
- 8.9.4** 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.

8.10 Voting on show of hands

- 8.10.1** 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. This right to demand a poll must be drawn to the attention of the meeting by the chair at the beginning of the meeting.
- 8.10.2** If a poll is not duly demanded, a declaration by the chair 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.

8.11 Demand for a poll

- 8.11.1** A poll may be demanded by any Ordinary Member or a proxy holder.
- 8.11.2** The demand for a poll may be withdrawn.
- 8.11.3** 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.
- 8.11.4** If a poll is duly demanded, it must be taken in the manner and, except as to the election of a chair or on a question of adjournment, either at once or after an interval or adjournment or otherwise as the chair directs. The result of the poll is the resolution of the meeting on the issue on which the poll was demanded.
- 8.11.5** A poll demanded on the election of a chair or on a question of adjournment must be taken immediately.

8.12 Voting rights of Ordinary Members

Ordinary Members have the following voting rights:

- (a) on a show of hands, every person present who is an Ordinary Member has one vote; and
- (b) on a poll, every Ordinary Member present in person or by proxy has one vote.

8.13 Vote of the Chair at general meetings

The chair of a general meeting is entitled to one vote and does not have a second or casting vote.

8.14 Objections to voter qualification

8.14.1 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.

8.14.2 An objection to the qualification of a voter must be referred to the Chair who will advise the reason for their decision based on the Constitution, but their decision is final.

8.14.3 A vote which is not disallowed pursuant to an objection in accordance with this clause 8.14 is valid for all purposes.

8.15 Mode of meeting for Members

8.15.1 A general meeting may be called using any technology considered appropriate by the Board.

8.15.2 Meetings of members will generally be held in person unless otherwise authorised by the Board.

9. PROXIES

9.1 Proxies of Members

9.1.1 At meetings of Members each Ordinary Member entitled to vote may vote in person or by proxy.

9.1.2 Subject to the terms of their appointment, a person attending as a proxy has all the powers of a Ordinary Member, except where expressly stated to the contrary.

9.2 Appointment of proxies

9.2.1 An Ordinary Member may appoint another Ordinary Member or non member over 18 years of age to attend and vote as their proxy at a general meeting.

9.2.2 A document appointing a proxy must be in writing, in any form permitted by the Law and signed by the Ordinary Member making the appointment.

9.3 Authority of proxies

9.3.1 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.

9.3.2 Except as expressly provided by the document appointing a proxy, an appointment of a proxy confers authority to do all things that the Ordinary Member can do in respect of a general meeting, except that the proxy is not entitled to vote on a show of hands.

9.4 Verification of proxies

9.4.1 Before the time for holding the meeting or adjourned meeting at which a proxy proposes to vote, there must be deposited with the Company the document appointing the proxy.

9.4.2 This document 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.

9.4.3 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.

9.5 Validity of proxies

A proxy document is invalid if it is not deposited as required by this constitution.

9.6 Revocation of appointment of proxy

A vote given in accordance with the terms of a proxy document is valid despite the occurrence of any one or more of the following events (if no intimation 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):

- (a) a Termination Event of the Member; or
- (b) the revocation of the instrument or of the authority under which the instrument was executed.

10. APPOINTMENT AND RETIREMENT OF DIRECTORS

10.1 Initial Directors

10.1.1 The initial Directors of the Company to be appointed on the day the Company is registered will be the individuals named in the application to register the Company.

10.2 Number of Directors

10.2.1 Until otherwise determined in accordance with this constitution, the number of Directors must not be less than four and not more than eleven including:

- (a) up to nine Directors elected by the Ordinary Members (**Elected Directors**); and
- (b) if the Elected Directors resolve to do so, up to three persons (who do not need to be Ordinary Members) appointed by the elected Directors (**Appointed Directors**).

10.2.2 The Company may, by resolution, increase or reduce the number of Directors and may also determine in what rotation the increased or reduced number is to go out of office.

10.2.3 If the number of Directors is reduced below four, the continuing Director or Directors may act only to appoint additional Directors to the number necessary or to convene a general meeting of the Company.

10.3 Qualifications of Directors

10.3.1 A person is only eligible for the appointment of Director of the Company if the appointment of the person will not result in more than two people from a group of allied health practitioners practising together or at the same venue being Directors of the Company.

10.3.2 A person is only eligible to be elected as an Elected Director (not being an Appointed Director) if that person is an Ordinary Member.

10.4 Re-election of Directors at first AGM

10.4.1 At the first annual general meeting of the Company, no Director shall be required to retire from office.

10.4.2 At the second annual general meeting of the Company, all but two of the initial Directors of the Company shall retire from office. Those to retire must be determined by lot unless the initial Directors otherwise agree among themselves. The two remaining initial Directors will be regarded as Elected Directors for the purposes of clauses 10.2 and 10.5.

10.4.3 Nominations for the position of Director at the second annual general meeting may be submitted by an Ordinary Member or a retiring Director.

10.4.4 The Members may elect up to a total of two Directors from the nominations.

10.4.5 Notice of the nominations for Director must be provided to all Ordinary Members of the Company in accordance with this constitution at least 30 days prior to the date of the second annual general meeting.

10.4.6 The election of directors at the second annual general meeting may, at the direction of the Directors, be done by way of postal ballot. The necessary papers for the ballot must be provided to all Ordinary Members in accordance with this constitution at least 21 days prior to the date of the second annual general meeting. Ballot papers must be returned to the Company by post or in person and must be received by the Company no later than 48 hours prior to the time of the second annual general meeting.

10.5 Retirement and election of Directors

10.5.1 At each annual general meeting of the Company following the first annual general meeting, the Appointed Directors must retire and the following other Directors must also retire from office:

- (a) any Director who has been in office for three consecutive years or more since that Director's election or last re-election as a Director; and
- (b) if the number of Elected Directors retiring is less than half of the Elected Directors, then such other Directors shall stand down to bring the number of Elected Directors retiring up to half of the Elected Directors.

10.5.2 The Directors to retire at an annual general meeting under 10.5.1(b) are those who have been longest in office since their last election. If 2 or more persons became Directors on the same day, those to retire must be determined by lot unless they otherwise agree among themselves.

10.5.3 A Director retiring at an annual general meeting who is not disqualified by law from being reappointed is eligible for re-election and may act as a director throughout the meeting at which that Director retires.

10.5.4 The Board may make Regulations governing the process for nominations for Elected Director vacancies and/or the appointment of Appointed Directors.

10.5.5 The election of Elected Directors at each general meeting following the first annual general meeting may, at the direction of the Directors, be done by way of postal ballot. The necessary papers for the ballot must be provided to all Ordinary Members in accordance with this constitution at least 21 days prior to the date of the relevant annual general meeting. Ballot papers must be returned to the Company by post or in person and must be received by the Company no later than 48 hours prior to the time of the relevant annual general meeting.

10.5.6 A Director may 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:

- (a) the time of giving the notice to the Company; or
- (b) the expiration of the period, if any, specified in the notice.

10.6 Casual vacancies

10.6.1 The Directors or the surviving Director may at any time appoint a person to be a Director, either to fill a casual vacancy or as an addition to the existing number of Directors. The total number of Directors may not exceed the number fixed in accordance with this constitution. Consistent with clause 10.2.1, the total number of Directors who are not Ordinary members cannot exceed two.

10.6.2 A Director appointed under this clause:

- (a) holds office only until the next general meeting after the appointment and is then eligible for re-election as an Elected Director or appointment as an Appointed Director; and
- (b) must not be taken into account in determining the Directors who are to retire by rotation at that general meeting.

10.7 Removal from office

- 10.7.1** The Company may by ordinary resolution remove any Director from office and may by ordinary resolution appoint another person as an Elected Director replacement.
- 10.7.2** The company may, by vote of the Directors, remove an Appointed Director and appoint another person as an Appointed Director replacement.
- 10.7.3** A person appointed to replace a Director removed from office must retire as a Director at the time ascertained as if the person became a Director on the day on which the Director removed from office was elected or last re-elected a Director.

10.8 Vacation of office

In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Law or another provision of this constitution, the office of Director becomes vacant if the Director:

- (a) becomes a bankrupt;
- (b) becomes unable to perform the functions of Director due to illness or disability for a period of greater than 3 months and an independent medical practitioner certifies that the illness or disability will not resolve within a further period of 3 months;
- (c) is absent without the consent of the Directors from the meetings of the Directors held during a continuous period of 3 months and the Board resolves that the office of that Director be vacated; or
- (d) becomes prohibited from being a Director by reason of an order made under the Law.

11. DIRECTORS' REMUNERATION

11.1 Directors fees

Directors fees will be set by the Ordinary Members in general meeting.

11.2 Payment for services

- 11.2.1** A Director who is called upon to perform extra services or to make a special exertion or to undertake executive or other work for the Company beyond or outside of the Director's ordinary duties or is engaged to provide any other service, may be paid a fee for those services, exertions or work.

- 11.2.2** The fee may be paid either by fixed sum or salary determined by the Directors, or by hourly rate determined by the Ordinary Members in general meeting.

12. POWERS OF DIRECTORS

The Directors may exercise all those powers of the Company as are not, by the Law or by this constitution, required to be exercised by the Members in general meeting or otherwise.

13. PROCEEDINGS OF DIRECTORS

13.1 Convening of Directors' meetings

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

13.2 Notice of Directors' meetings

13.2.1 Notice of each meeting of the Directors must be given to each Director at least 24 hours before the meeting or at another time determined by resolution of the Directors.

13.2.2 Despite that requirement:

- (a) If all Directors are in agreement than the Directors may waive in writing the required period of notice for a particular meeting.

13.3 Mode of meeting for Directors

A Directors' meeting may be called or held using any technology consented to by a majority of the Directors. The consent may be a standing one. A Director may only withdraw their consent within a reasonable period before the meeting. The Directors may otherwise regulate their meetings as they think fit.

13.4 Quorum at Directors' meetings

At a meeting of Directors, the number of Directors whose presence is necessary to constitute a quorum is more than half of the Directors.

13.5 Voting at Directors' meetings

Questions arising at a meeting of Directors must be decided by a majority of votes of Directors present and voting. A decision of the majority is for all purposes a decision of the Directors.

13.6 Appointment of chair of Directors

13.6.1 The Directors must annually elect a director to chair their meetings. A Director may not hold the position of the Chairperson continuously for periods of greater than three years.

13.6.2 If a chair has not been 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 Directors present may choose one of their number to chair the meeting.

13.7 Chair's vote at Directors meetings

The chair has one vote and does not have a second or casting vote at meetings of Directors.

13.8 Director's contracts

13.8.1 If a Director is interested in a contract or proposed contract with the Company and the financial benefit to the Director under the contract is authorised by the Law:

- (a) the Director is not disqualified by holding office as Director from contracting or entering into any arrangement with the Company, whether as vendor, purchaser or otherwise;
- (b) a contract or arrangement entered into by or on behalf of the Company in which the Director is in any way, whether directly or indirectly, interested, is not liable to be avoided; and
- (c) the Director is not liable to account to the Company for a profit realised from that contract or arrangement by reason of the Director holding that office.

13.8.2 A Director and a firm in which the Director is interested may act in a professional capacity for the Company. The Director and that firm are entitled to remuneration for professional services as if the Director was not a Director of the Company.

13.8.3 Nothing in this clause authorises a Director or a firm in which the Director is interested to act as auditor of the Company.

13.8.4 Any such interest referred to in 13.8.1 or 13.8.2 must be declared to the Board prior to the commissioning of the contract or arrangement.

13.9 Directors holding other roles

Subject to consent of the Board (such consent not to be unreasonably withheld), a Director may hold any other office or role (whether remunerated or not) with a Member or with the PHN.

13.10 Participation where Directors interested

13.10.1 A Director who has a material personal interest in a matter that is being considered at a meeting of Directors must not:

- (a) be present while the matter is being considered at the meeting;
- (b) vote in respect of that matter or that proposed resolution; or
- (c) seek to influence the deliberations of other Directors on such an item.

13.10.2 Despite the preceding clause, a Director may be present and may vote on a matter if:

- (a) the other Directors who do not have a material personal interest in the matter have passed a resolution that:
 - (i) identifies the Director, the nature and extent of the Director's interest in the matter and its relation to the affairs of the Company; and
 - (ii) states that those Directors are satisfied that the interest should not disqualify the Director from voting or being present;
- (b) the interest does not need to be disclosed to the other Directors under the Law; or
- (c) the Director is so entitled under a declaration or order made by the Australian Securities and Investments Commission under the Law.

13.10.3 If there are not enough Directors to form a quorum as a result of a Director having a material personal interest then, 1 or more of the Directors (including those who have a material personal 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.

13.11 Delegation of powers to committee

13.11.1 The Directors may delegate any of their powers to committees, as outlined in the Terms of Reference, consisting of Directors or other persons as they think fit to act in Australia or elsewhere.

13.11.2 The exercise of a power by a committee in accordance with this constitution is to be treated as the exercise of that power by the Directors.

13.11.3 In the exercise of any powers delegated to it, a committee formed by the Directors must conform to the directions of the Directors as outlined in the Terms of Reference.

13.12 Proceedings of committees

Except as provided in a direction of the Directors, the meetings and proceedings of a committee formed by the Directors 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 Directors.

13.13 Validity of acts of Directors

All acts done by a meeting of the Directors 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.

13.14 Minutes

13.14.1 The Directors must cause minutes of all proceedings of general meetings, of meetings of the Directors 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.

13.14.2 The Directors must cause all minutes, except resolutions in writing treated as determinations of the Directors, to be signed by the chair of the meeting at which the proceedings took place or by the chair of the next succeeding meeting.

13.14.3 During business hours all Ordinary Members have the right to inspect confirmed minutes of meetings of the Directors.

13.15 Resolution in writing

A resolution in writing signed by all Directors, excluding Directors who have been given leave of absence, is to be treated as a determination of the Directors passed at a meeting of the Directors duly convened and held.

13.16 Form of resolution in writing

13.16.1 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.

13.16.2 In relation to a resolution in writing:

- (a) a document generated by electronic means which purports to be a facsimile or electronic mail version of a resolution of Directors is to be treated as a resolution in writing; and
- (b) a document bearing a facsimile or electronic mail version of a signature is to be treated as signed.

13.17 Regulations

The Directors may from time to time by resolution in writing make Regulations in relation to:

- (a) the rights and obligations of each class of Member;
- (b) fees, subscriptions and charges to be paid by each class of Member;
- (c) procedures and servicing of applications for admission for membership or for renewal of membership; and
- (d) any other matter not being inconsistent with this constitution relating to and governing the conduct of the Company.

14. SECRETARY

The Directors may appoint one or more Secretaries and may at any time terminate the appointment or appointments. The Directors 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 Law or by any other statute to be carried out by the secretary of the Company.

15. INDEMNITY AND INSURANCE

15.1 Indemnity

Every officer and past officer of the Company will 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

15.2.1 The Company will 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.

15.2.2 The Company must arrange property and other insurance for the protection of its assets in accordance with the reasonable directions of the Directors.

16. SEALS AND EXECUTION OF DOCUMENTS

16.1 Custody of Seal

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

16.2 Execution of documents

16.2.1 The Company may execute a document by affixing the Seal to the document where the fixing of the Seal is witnessed by:

- (a) 2 Directors;
- (b) a Director and the Secretary; or
- (c) a Director and some other person appointed by the Directors for the purpose.

16.2.2 The Company may execute a document without the use of a seal if the document is signed by:

- (a) 2 Directors; or
- (b) a Director and a Secretary.

16.3 Official seals

The Company may have for use in place of the Seal outside the jurisdiction where the Seal is kept one or more official seals, to be used in accordance with procedures approved by the Directors.

17. COMMUNITY HEALTH IMPROVEMENT GIFT FUND

The Company shall establish a Gift Fund for the specific purpose of improving the health of the community in the Region.

The Company shall maintain the Gift Fund subject to the following conditions:

- (a) the Gift Fund shall be administered in accordance with the requirements of the Australian Taxation Office for Deductible Gift Recipient status
- (b) gifts of money or property can be given to this fund
- (c) the source of all gifts must be disclosed
- (d) all gifts received by the Company for this purpose will be credited to this fund
- (e) acceptance of gifts will be at the discretion of the Board
- (f) no other grants, money or property will be received into this fund
- (g) all gifts made to the fund or any money received because of those gifts will be used for the sole purpose of improving the health of the community in the Region.
- (h) If the Gift Fund is wound up or if the endorsement of the Company as a deductible gift recipient is revoked, any surplus assets of the Gift Fund remaining after the payment of liabilities attributable to it, shall be transferred to a fund, authority or institution to which income tax deductible gifts can be made, as agreed by the Board.

18. SURPLUS ASSETS ON WINDING UP OR DISSOLUTION

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:

- (a) has objects similar to the objects of the Company;
- (b) whose constituent documents prohibit the distribution of its income and property among its members on terms substantially to the effect of clause 7, and
- (c) is non-profit and endorsed by the Commissioner of Taxation as a deductible gift recipient for the purposes of any Commonwealth Taxation Act.
- (d) as 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 New South Wales.

19. ACCOUNTS, AUDIT AND RECORDS

19.1 Accounts

The Directors must cause proper accounting and other records to be kept in accordance with the Law. The Directors must distribute copies of every profit and loss account and balance sheet (including every document required by law to be attached thereto) as required by the Law.

19.2 Audit

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 Law. The auditors will be retired every three to five years.

19.3 Rights of Inspection

Subject to the Law, the Directors may determine:

- (a) whether and to what extent;
- (b) at what times and places; and
- (c) 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. 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 Directors or by the Company in general meeting.

20. NOTICES

20.1 Persons authorised to give notices

20.1.1 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 or company secretary of the Company or Member.

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

20.2 Method of giving notices

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:

- (a) delivering it to a street address of the addressee;
- (b) sending it by prepaid ordinary post (airmail if outside Australia) to a street or postal address of the addressee; or
- (c) sending it by facsimile or e-mail to the facsimile number or e-mail address of the addressee.

20.3 Addresses for giving notices to Members

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

20.3.2 The facsimile number or e-mail address of a Member is the number which the Member may specify by written notice to the Company as the facsimile number or e-mail address to which notices may be sent to the Member.

20.3.3 Until a person entitled to a share in consequence of the death or bankruptcy of a Member gives notice to the Company of an address for the giving of notices, the address of that person is the address of the deceased or bankrupt Member.

20.4 Address for giving notices to the Company

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

20.4.2 The facsimile number or e-mail address of the Company is the number which the Company may specify by written notice to the Members as the facsimile number or e-mail address to which notices may be sent to the Company.

20.5 Time notice of meeting is given

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

- (a) if delivered in writing to the street address of the addressee, at the time of delivery;
- (b) if it is sent by post to the street or postal address of the addressee, on the business day after posting; or
- (c) if sent by facsimile or e-mail to the facsimile number or e-mail address of the addressee, at the time transmission is completed.

20.6 Time other notices are given

A notice given in accordance with this constitution is to be taken as given, served and received:

- (a) if delivered in writing to the street address of the addressee, at the time of delivery;
- (b) if it is sent by post to the street or postal address of the addressee, on the 2nd (5th if outside Australia) business day after posting; or
- (c) if sent by facsimile or e-mail to the facsimile number or e-mail address of the addressee, at the time transmission is completed.

20.7 Proof of giving notices

The sending of a notice by facsimile or e-mail and the time of completion of transmission may be proved conclusively by production of:

- (a) a transmission report by the facsimile machine from which the notice was transmitted which indicates that a facsimile of the notice was sent in its entirety to the facsimile number of the addressee; or
- (b) a print out of an acknowledgment of receipt of the e-mail.

20.8 Persons entitled to notice of meeting

20.8.1 Notice of every general meeting must be given by a method authorised by this constitution to:

- (a) every Ordinary Member; and
- (b) the auditor for the time being of the Company.

20.8.2 No other person is entitled to receive notices of general meetings.

21. INTERPRETATION

21.1 References to law and the constitution

A reference to:

- (a) any legislation includes any regulation or instrument made under it and where amended, re-enacted or replaced means that amended, re-enacted or replacement legislation; or
- (b) this constitution, where amended, means this constitution as so amended.

21.2 Presumptions of interpretation

21.2.1 Unless the context otherwise requires a word which denotes:

- (a) the singular denotes the plural and vice versa;
- (b) any gender denotes the other genders; and
- (c) a person denotes an individual and a body corporate.

21.2.2 Where a word or phrase is given a defined meaning any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

21.3 Replaceable rules

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

21.4 Exercise of powers

Except as specifically contemplated to the contrary in this constitution, the Company may, in any manner permitted by the Law:

- (a) exercise any power;
- (b) take any action; or
- (c) engage in any conduct or procedure,

which under the Law a company limited by guarantee may do.

21.5 Headings and table of contents

Headings and any table of contents must be ignored in the interpretation of this constitution.

21.6 References to and calculations of time

21.6.1 Unless the context otherwise requires a reference to a time of day means that time of day in the state or territory in which the Office is situated.

21.6.2 For the purposes of determining the length of a period (but not its commencement) a reference to:

(a) a day means a period of time commencing at midnight and ending 24 hours later; and

(b) a month means a calendar month which is a period commencing at the beginning of a day of one of the 12 months of the year and ending immediately before the beginning of the corresponding day of the next month or, if there is no such corresponding day, ending at the expiration of that next month.

21.6.3 Where a period of time is specified and is to be calculated before or after a given day, act or event it must be calculated without counting that day or the day of that act or event.

21.6.4 A provision of this constitution, except that specifying the time for deposit of proxies with the Company, 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.

21.7 Business day

A reference to a business day means a day during which banks are open for general banking business in the state or territory in which the Office is situated.