

**PUBLIC COMPANY LIMITED BY GUARANTEE**

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**Constitution of  
EIS HEALTH LIMITED  
ACN 603 815 818**

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**November 2024**

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## **CONSTITUTION OF EIS HEALTH LIMITED**

### **1. NAME OF THE COMPANY AND PRELIMINARY**

- (a) The name of the Company is EIS HEALTH LIMITED.
- (b) The Replaceable Rules do not apply to the Company.

### **2.**

#### **NATURE OF THE COMPANY**

- (a) The Company is a not for profit company limited by guarantee.
- (b) The liability of the Members is limited.
- (c) Every Member undertakes to contribute \$10 to the assets of the Company if it is wound up while they are a Member, or within one year afterwards.

### **3. PURPOSE**

#### **3.1 Principal purpose of the Company**

The principal purpose of the Company is the promotion of health, and control and prevention of disease in human beings.

#### **3.2 Achievement of the principal purpose**

The principal purpose of the Company will be achieved by:

- (a) supporting, strengthening and shaping an effective person-centred primary health care system for the people who live in, work in and/or visit the geographical areas in which the Company operates;
- (b) working in partnership with general practitioners, practice nurses, allied health professionals, local health districts and networks, other health professionals and services;
- (c) working in partnership with consumers, communities and non-government organisations;
- (d) identifying the health needs of the communities served by the Company and working in partnership with others to address those needs;
- (e) providing practice support, continuing professional education and development, e health connectivity, other services, information, tools and resources to general practices, other primary health care providers and organisations;
- (f) providing information, services and support to consumers of primary health care services, their families and carers;

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- (g) actively supporting teaching, training, education and research to support and strengthen primary health care;
  - (h) commissioning services where appropriate to address identified health needs, service gaps and health issues;
  - (i) education and advocacy on primary health care and its needs, priorities and issues;
  - (j) networking and benchmarking with other primary health care organisations, health and research centres and institutes in Australia and internationally; and
  - (k) doing all such things that are incidental to or conducive to the above activities.

### **3.3 Operation of the Central and Eastern Sydney Primary Health Network**

The Company's principal purpose will also be achieved by operating the Central and Eastern Sydney Primary Health Network (**PHN**) under a funding agreement with the Commonwealth of Australia (represented by the Department of Health).

### **3.4 Prohibited Acts**

- (a) The Company does not have the power to:
  - (i) issue shares of any kind; or
  - (ii) pay, transfer, apply, directly or indirectly, any portion of the income and property of the Company, by way of dividend, bonus or otherwise howsoever by way of profit, to or for the benefit of a Member.
- (b) The Company must not be operated for the purpose of the profit or gain of any Member.

## **4. MEMBERSHIP**

### **4.1 Membership**

The Members of the Company shall comprise:

- (a) as at the Adoption Date of this Revised Constitution, the Eligible Organisations listed in Schedule 1 and, subsequently:
- (b) such other Eligible Organisations as the Board admits to membership in accordance with this Constitution and Rules approved by the Board from time to time.

### **4.2 Categories of Membership and voting rights**

The Members of the Company shall be ordinary Members, who shall have voting rights as designated by this Constitution and set out in Schedule 1.

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### **4.3 Becoming A Member**

- (a) New Members must be Eligible Organisations and must apply for membership by completing and signing the form approved for that purpose by the Board from time to time, and lodging it with the Secretary.
- (b) In respect of each application for membership made in accordance with this Constitution:
  - (i) the Secretary may request such information as is necessary from the applicant to determine whether the applicant is an Eligible Organisation;
  - (ii) if the applicant is confirmed to be an Eligible Organisation, the Secretary shall notify the Board at the next scheduled meeting of the Board; and
  - (iii) the Board shall consider the application in accordance with any Rules and determine, by Special Resolution, whether to accept or reject the application.
- (c) If the application is accepted, the applicant shall be admitted as a Member and shall be notified in accordance with clause 4.4.
- (d) The Board does not have to give reasons for rejecting an application.

### **4.4 Notifying Member of Admission**

Following admission of a new Member, the Secretary must promptly:

- (a) notify the Member in writing of the admission to membership; and
- (b) cause the required details to be entered in the Register.

### **4.5 Ongoing Member Obligations and Rights**

- (a) The Members of the Company agree to be bound by the provisions of this Constitution and the Rules.
- (b) For so long as a Member abides by the provisions of this Constitution, the Member shall enjoy the rights and privileges of membership under this Constitution and the Act.
- (c) All Members have the right to receive notices of, and to attend and be heard at, and to vote (subject to other provisions of this Constitution, relevant Rules approved by the Board or by operation of law) at any general meeting.
- (d) The rights and privileges of every Member are personal to that Member and are not transferable by any act of that Member or by operation of law.
- (e) Members shall indicate their membership of the Company only in such form and manner as determined by the Board and subject to any conditions in the Rules.

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- (f) Each Member shall notify the Secretary of any change in the circumstances of the Member which may affect the Member's continued entitlement to membership or voting rights.

#### **4.6 Register of Members**

- (a) A Register of the Members must be kept in accordance with the Act.
- (b) The following details must be entered and kept current in the Register in respect of each Member:
  - (i) the full name and contact details of the Member;
  - (ii) the date of admission to and cessation of membership;
  - (iii) the nominated Representative of the Member and their contact details; and
  - (iv) such other information as the Board requires.
- (c) Each Member must notify the Secretary in writing of any change in that Member's name, address, telephone, email address or other contact details within one month after the change.
- (d) Each Member must promptly notify the Secretary of any change in the nominated Representative and/or the Representative's contact details.

### **5. REMOVAL AND CESSATION OF MEMBERSHIP**

#### **5.1 Resignation**

A Member may resign from membership of the Company by giving written notice to the Secretary, and the resignation shall take effect from the date of receipt of the notice of resignation or such later date as may be stated in the notice.

#### **5.2 Removal from Membership**

- (a) Subject to clause 5.2(b), a Member may be removed by Special Resolution of the Members at a general meeting.
- (b) The following provisions must be fulfilled before a Member can be removed by a resolution of the Members under clause 5.2(a):
  - (i) A majority of the Directors must agree that the Member has failed to comply with a provision of this Constitution or is otherwise no longer considered suitable to be a Member.
  - (ii) The Board must give at least two months' written notice to the Member of the intention to terminate their membership and the grounds of the intended termination.



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- (iii) The Member must be invited, in the written notice, to provide to the Board any written representations which the Member wishes the meeting of Members to consider, and must also in such notice be given the opportunity to address the meeting.
  - (iv) If the Member makes written representations, and requests that they be notified to the other Members, in sufficient time before the notices of meeting are sent to the Members, the Board must ensure that a copy of the representations is included in the notices calling the meeting.
  - (v) If copies of the representations have not been included in the notices of meeting, for any reason, the Member may require the representations to be read out at the meeting.
  - (vi) Whether or not representations have been circulated or read, the Member must be given a full and fair opportunity to address the meeting.

### **5.3 Other Grounds Cessation of Membership**

A Member ceases to be a Member:

- (a) if the Board determines, by Special Resolution, that a Member ceases to be an Eligible Organisation; or
- (b) on the dissolution of the Member; or
- (c) on the insolvency of the Member.

### **5.4 Effect of Cessation of Membership**

- (a) Any Member who has been removed as a Member under clause 5.2, or who ceases to be a Member on other grounds under this Constitution or at law, is not entitled to enjoy any of the privileges of membership, including receiving notice of, attendance and voting at, any meeting of Members.
- (b) The Member whose membership has ceased for any reason continues to remain liable for:
  - (i) all money owing by the Member to the Company as at the date of cessation of membership; and
  - (ii) the Guarantee.

## **6. NO PROFITS FOR MEMBERS**

### **6.1 Transfer of Income or Property**

Subject to clauses 6.2 and 6.3, all of the assets and income of the Company shall be applied solely in the furtherance of the Purpose of the Company and no portion shall be distributed directly or indirectly to any Member.

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## **6.2 Payments for Services**

Nothing in clause 6.1 prevents the payment, in good faith, of an amount, calculated on arm's length terms, in respect of:

- (a) goods or services actually supplied to the Company by a Member, or an employee, director or officer of a Member, in the ordinary and usual course of the Member's business; or
- (b) remuneration and expenses incurred by a Director as specified in clause 12; or
- (c) remuneration and expenses incurred by a member of a Board Committee (other than a Director) as approved by the Board; or
- (d) principal and interest at a rate not exceeding the rate for the time being charged by Australian banks for overdrawn accounts, upon money lent by any Member to the Company; or
- (e) reasonable and proper rent for premises let by any Member to the Company; or
- (f) reimbursement of reasonable travelling and other expenses incurred by a Member, or an employee, director or officer of a Member, when engaged in the affairs or business of the Company as approved by the Board or the CEO.

## **6.3 Assistance to Members by the Company**

Subject to the approval of the Board, nothing in clause 6.1 prevents the Company:

- (a) providing facilities and/or administrative assistance for a Member's meeting; or
- (b) consenting to the Company's premises being the registered address for a Member under the Act or other law governing the Member's legal status; or
- (c) including information and material about a Member and/or a Member event in the Company's publications or on the Company's website.

## **7. GENERAL MEETINGS**

### **7.1 Convening of Meetings**

#### **Convening of Meetings by Directors**

- (a) The Chair or any two Directors may at any time request the Secretary to convene a general meeting of the Members and the Secretary must comply with all such requests.

#### **Convening of Meetings by Members**

- (b) If at least three Members make a written request to the Company for a general meeting to be held in accordance with clause 7.1(c), the Board must:

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- (i) within 21 days of the Members' request, give all Members notice of a general meeting; and
    - (ii) hold the general meeting within two months of the Members' request.
  - (c) The Members who make the request for a general meeting must:
    - (i) state in the request any resolution to be proposed at the meeting;
    - (ii) sign the request; and
    - (iii) give the request to the Company.
  - (d) Separate copies of a document setting out the request may be signed by Members if the wording of the request is the same in each copy.
  - (e) If the Board does not call the meeting within 21 days of being requested in accordance with clause 7.1(b), the Members who made the request may call and arrange to hold a general meeting.
  - (f) To call and hold a general meeting under clause 7.1(e), the Members must:
    - (i) so far as possible, follow the procedures for general meetings set out in this Constitution;
    - (ii) call the meeting using the list of Members in the Company's member register, which the Company must provide to the Members making the request at no cost; and
    - (iii) hold the general meeting within three months after the request was given to the Company.
  - (g) If Members call and hold a general meeting under clause 7.1(e), the Company must pay the Members who requested the meeting any reasonable expenses they incur because the Board did not call and hold the meeting.

## **7.2 Notice of General Meeting**

- (a) The Company shall give 21 days notice of meetings of Members in accordance with this clause 7.2.
- (b) Notice of the meeting of Members must be given to each Member entitled to vote at the meeting and to each Director.
- (c) Notice of a general meeting:
  - (i) may be given by any form of communication permitted under clause 25.3; and

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- (ii) must specify the place, the day and the hour of meeting and, if the meeting is to be held wholly or in part using virtual meeting technology, the virtual meeting technology that will be used to facilitate the meeting; and
    - (iii) the general nature of the business to be transacted.
  - (d) Except for a meeting of Members at which a resolution of Members under section 203D of the Act is to be considered, the Company may call:
    - (i) an AGM on shorter notice if all Members entitled to attend and vote at the AGM agree beforehand; and
    - (ii) any other meeting of Members on shorter notice if all Members entitled to attend and vote at that meeting agree beforehand.
  - (e) The Company must give the Auditor:
    - (i) notice of a general meeting in the same way that a Member is entitled to receive notice; and
    - (ii) any other communication relating to the general meeting that a Member is entitled to receive.
  - (f) 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 Cancellation of General Meetings**

- (a) The Directors may cancel a general meeting, other than a general meeting convened under clauses 7.1(b) or 7.1(e).
- (b) A meeting may only be cancelled in accordance with clause 7.3(a) 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 the notice of meeting.

### **7.4 Quorum at General Meetings**

- (a) A quorum for the purposes of a general meeting of Members shall be at least 50% of the Members, whether present personally, by their Representative or by proxy and a quorum must be present at all times during a general meeting.
- (b) In determining whether a quorum is present:
  - (i) individuals who attend as proxies or Representatives are to be counted; and
  - (ii) if a Member has appointed more than one proxy or Representative, only one of them is to be counted.

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- (c) If a quorum is not present within half an hour from the time appointed for the meeting or a longer period allowed by the chair:
    - (i) if the meeting was convened by or on the requisition of Members, it must be dissolved, or
    - (ii) in any other case it must stand adjourned to the same day in the next week at the same time and place (and/or using the same virtual meeting technology) or to another day and at another time and place (and/or virtual meeting technology) determined by the Board.
  - (d) If a meeting has been adjourned to another time and place (and/or virtual meeting technology) determined by the Board, then notwithstanding any other provision, no less than seven days' notice of the adjourned meeting must be given in the same manner as in the case of the original meeting.
  - (e) If, at the adjourned meeting a quorum is not present within half an hour after the time appointed for the meeting, the meeting must be dissolved.

#### **7.5 Appointment of chair and powers of chair**

- (a) 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.
- (b) The Directors present at a general meeting must elect one of their number to chair the meeting if either of the following applies:
  - (i) a Director has not been elected as the Chair; or
  - (ii) the Chair is not present within 15 minutes after the time appointed for the holding of the meeting; or
  - (iii) the Chair is unwilling or unable to act.
- (c) If for any reason there is no chair or a Director present within 15 minutes of the time nominated for the meeting to start, the Members who are present and entitled to vote at the meeting shall select one of their number to chair the meeting.
- (d) The chair of a general meeting may, in their discretion, expel any person from a general meeting if the chair reasonably considers that the person's conduct is inappropriate.
- (e) Subject to the other terms of this document, 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.

#### **7.6 Adjournment of Meetings**

- (a) 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 date, time, or place, and/or change the virtual meeting technology to be used.

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- (b) 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.
  - (c) When a meeting is adjourned for 30 days or more notice of the adjourned meeting must be given as in the case of an original meeting.
  - (d) When a meeting is adjourned for less than 30 days, it is not necessary to give a further notice of the adjourned meeting.

#### **7.7 Voting on Show of Hands**

- (a) All resolutions put to the vote of a general meeting of Members must be decided on a show of hands unless a poll is demanded in accordance with clause 7.8.
- (b) On a show of hands, every Member present has one vote.
- (c) On a show of hands, a declaration by the chair that a resolution has 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.
- (d) A Member present at a general meeting by virtual meeting technology may vote on a show of hands by voting by voice or other indication acceptable to the chair of the meeting.
- (e) The chair of a general meeting is not entitled to a second or casting vote on any resolution to be decided on a show of hands.

#### **7.8 Demand for a poll**

- (a) At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded on any resolution (other than on the election of the chairman of a meeting or the adjournment of a meeting) by:
  - (i) any Member present entitled to vote on the resolution; or
  - (ii) the chair of the meeting.
- (b) A poll may be demanded:
  - (i) before a vote is taken;
  - (ii) before the voting results on a show of hands are declared; or
  - (iii) immediately after the voting results on a show of hands are declared.
- (c) A poll must be taken when and in the manner the chair directs, including in relation to the way in which votes of Members attending by virtual meeting technology are to be collected.

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- (d) The chair of a general meeting is not entitled to a second or casting vote on any resolution to be decided on a poll.

## **7.9 Objections to Voter Qualification**

- (a) 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.
- (b) An objection to the qualification of a voter must be referred to the chair, whose decision is final.
- (c) A vote not disallowed according to an objection as provided in this document is valid for all purposes.

## **7.10 Mode of Meeting for Members**

- (a) The Company may hold a general meeting:
  - (i) at one or more physical places;
  - (ii) at one or more physical places and using virtual meeting technology; or
  - (iii) using virtual meeting technology only,provided that, in each case, Members as a whole are given a reasonable opportunity to participate.
- (b) Anyone using virtual meeting technology is taken to be present in person at the meeting and may vote if entitled to do so under this Constitution.
- (c) If the Board elects to use virtual meeting technology for a general meeting, the Board will determine the type of virtual meeting technology to be used, which may include any combination of telephone, video conferencing, messaging, smartphone application or any other audio and/or video device which permits instantaneous communication.
- (d) If a general meeting is to be held wholly or in part using virtual meeting technology and, before or during the meeting, any technical difficulty occurs, then without limiting any other powers conferred on the chair of the meeting under this Constitution or at law, the chair may:
  - (i) adjourn the meeting until the difficulty is remedied; or
  - (ii) if Members as a whole continue to be given a reasonable opportunity to participate, continue to hold the meeting and transact business, and no member may object to the meeting being held or continuing.

## **7.11 Written Resolutions**

The Members may pass a resolution in writing without holding a meeting if the following conditions are met:

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- (a) The resolution is set out in a document or documents indicating that all of the Members are in favour of it.
  - (b) All Members who are entitled to vote on the resolution (excluding Members who have been given leave of absence) sign the document or documents or identical copies of it or them.

#### **7.12 Form of Resolution in Writing**

- (a) A resolution in writing may consist of several documents in like form, each signed by one or more Members and if so signed it takes effect on the latest date on which a Member signs one of the documents.
- (b) 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.
- (c) In relation to a resolution in writing an email sent to the Company by the Member and received by the Company in readable form is to be treated as a resolution in writing and as signed.

#### **7.13 Annual General Meeting of Members**

- (a) The Company must hold an AGM at least once in each calendar year and within five (5) months after the end of its Financial Year (at a time and place and/or using the virtual meeting technology determined by the Board) to:
  - (i) verify the minutes of the last General Meeting;
  - (ii) receive the financial reports, statements and accounts of the Company and reports of the Board and the Auditor for the preceding Financial Year;
  - (iii) elect Directors as required;
  - (iv) appoint or confirm the appointment of the Auditor;
  - (v) consider any matter which may be submitted by a Member to the meeting in accordance with this Constitution;
  - (vi) transact any other business which:
    - (A) under this Constitution ought to be transacted at an AGM of the Company; or
    - (B) which the Board considers appropriate;
  - (vii) consider any Special Resolutions of which notice has been given in accordance with this Constitution; and
  - (viii) conduct any other business as required under this Constitution or by the operation of law.



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- (b) Subject to the Act and this Constitution, all other business transacted at an AGM and all business transacted at a general meeting shall require an Ordinary Resolution to be carried.
  - (c) The AGM may only consider other business of which notice has been given in accordance with clause 7.2.

#### **7.14 Members' Resolutions and Statements**

- (a) At least three Members entitled to vote on a resolution may give:
  - (i) written notice to the Company of a resolution they propose to move at a general meeting (**Members' Resolution**); and/or
  - (ii) a written request to the Company that the Company give all of its Members a statement about a proposed resolution or any other matter that may properly be considered at a general meeting (**Members' Statement**).
- (b) A notice of a Members' Resolution must set out the wording of the proposed resolution and be signed by the Members proposing the resolution.
- (c) A request to distribute a Members' Statement must set out the statement to be distributed and be signed by the Members making the request.
- (d) Separate copies of a document setting out the notice or request may be signed by Members if the wording is the same in each copy.
- (e) If the Company has been given notice of a Members' Resolution under clause 7.14(a)(i), the Members' Resolution must be considered at the next general meeting held more than two months after the notice is given.
- (f) If the Company has been given a notice or request under clause 7.14(a):
  - (i) in time to send the notice of the proposed Members' Resolution or a copy of the Members' Statement to Members with a notice of meeting, it must do so at the Company's cost; or
  - (ii) too late to send the notice of the proposed Members' Resolution or a copy of the Members' Statement to Members with a notice of meeting, then the Members who proposed the resolution or made the request must pay the expenses reasonably incurred by the Company in giving Members notice of the proposed Members' Resolution or a copy of the Members' Statement. However, at a general meeting, the Members may pass a resolution that the Company will pay these expenses.
- (g) Despite clause 7.14(f), the Company does not need to send the notice of the proposed Members' Resolution or a copy of the Members' Statement to Members if:
  - (i) it is more than 1,000 words long;

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- (ii) the Board considers it may be defamatory;
  - (iii) clause 7.14(f)(ii) applies, and the Members who proposed the resolution or made the request have not paid the Company enough money to cover the cost of sending the notice of the proposed Members' Resolution or a copy of the Members' Statement to Members; or
  - (iv) in the case of a proposed Members' Resolution, the resolution does not relate to a matter that may be properly considered at a general meeting or is otherwise not a valid resolution able to be put to the Members.

## **8. PROXIES**

### **8.1 Proxies and Representatives of Members**

- (a) At meetings of Members, each Member entitled to vote may vote in person by its Representative (see clause 9) or by proxy.
- (b) A person attending as a proxy shall be deemed to have all the powers of the relevant Member, except where expressly stated to the contrary in this Constitution or by operation of law.

### **8.2 Appointment of Proxies**

- (a) A Member may appoint a proxy to attend and vote in their place at a general meeting.
- (b) A person appointed as a proxy must be:
  - (i) a Representative, director, Officer, employee or authorised attorney of a Member; or
  - (ii) a Director, Officer, employee or authorised attorney of the Company.

### **8.3 Form of proxy**

- (a) A document appointing a proxy may be in a form acceptable to the Company, including that set out in Schedule 3. It must be signed in one of the following ways:
  - (i) signed by the Member;
  - (ii) signed by the Member's authorised attorney;
  - (iii) if the Member is a body corporate, under seal or signed by an authorised officer or attorney.
- (b) An instrument appointing a proxy shall be valid if it contains the following information:
  - (i) the Members' name and address;

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- (ii) the Company's name;
    - (iii) the proxy's name or the office held by the proxy; and
    - (iv) the meetings at which the proxy may be used.
  - (c) An appointment of a proxy may be a standing proxy.
  - (d) An undated proxy shall be taken to be dated on the day that it is received by the Company.
  - (e) Any instrument of proxy in which the name of the appointee is not filled in shall be deemed to be given in favour of the chair of the meeting to which it relates.
  - (f) If the document appointing a proxy specifies the manner in which the proxy is to vote in respect of a particular resolution, the proxy is not entitled to vote on the resolution except in the manner specified in the document.

#### **8.4 Verification of Proxies**

- (a) Notwithstanding any other provision, a proxy shall be deemed to be invalid unless the following provisions are fulfilled:
  - (i) Each Member appointing a proxy must send or deliver to the Company, for receipt by 5pm on the last business day before the time for holding the meeting or adjourned meeting at which the proxy proposes to vote, the following:
    - (A) the document appointing the proxy; and
    - (B) if the appointment is signed by the Member's attorney, the authority under which the appointment was signed or a certified copy of that authority.
  - (ii) The required documents must be either sent or delivered to the Company's office address or electronic address, and marked to the attention of the relevant person, as specified for that purpose in the notice convening the meeting.

#### **8.5 Revocation of Appointment of Proxy or Representative**

A vote given in accordance with the terms of a proxy document or by a Representative is valid despite the revocation of the instrument or any authority under which the instrument was executed, if the Secretary has not been notified in writing of the revocation before the commencement of the meeting or adjourned meeting at which the proxy document is used or Representative vote exercised.

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## 9. MEMBERS' REPRESENTATIVES

- (a) Each Member that is an Eligible Organisation shall appoint an individual (**Representative**) as a representative to exercise all or any of the powers of the Member under this Constitution or the Act or otherwise at law.
- (b) The appointment may be a standing one.
- (c) The appointment may set out restrictions on the Representative's powers. If the appointment is to be by reference to a position held, the appointment must identify the position.
- (d) A Member may appoint more than one Representative but only one Representative may exercise the body's powers at any one time.
- (e) Unless otherwise specified in the appointment, the Representative may exercise, on the Member's behalf, all of the powers that the Member could exercise at a meeting or in voting on a resolution.
- (f) The nomination of a Representative must be in writing and provided to the Secretary. Where a Member has not named a Representative, the Representative shall be deemed to be the chair of that Member's governing body.
- (g) A Representative will cease to hold their appointment:
  - (i) on the date of receipt by the Secretary of a written notice from the Member that it has withdrawn its nomination of the Representative; or
  - (ii) on the date of receipt by the Secretary of a written notice from the Representative resigning or refusing to act as Representative of the Member.

## 10. BOARD OF DIRECTORS

### 10.1 Number of Directors

- (a) The number of Directors of the Company (together called the **Board**) shall be a minimum of three and a maximum of twelve.
- (b) The Company may, by Ordinary Resolution of its Members, increase or decrease the minimum or maximum number of Directors (provided that the minimum must not fall below three as required by the Act) and may also determine in what rotation the Directors appointed as the result of any such alteration are to go out of office.

### 10.2 Company to have skills-based Board

Subject to this Constitution, the Company will be governed by a skills-based Board, with Directors having appropriate skills, competencies and experience aligned to the Skills Matrix approved by the Board from time to time.

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### **10.3 Composition of the Board**

The Board shall comprise eight Elected Directors and up to four Board Appointed Directors.

### **10.4 Term, Rotation and Retirement of Elected Directors**

- (a) Each Elected Director will serve for a term of approximately three years, commencing at the general meeting at which the Elected Director is elected and ending at the AGM held during the third year after their election.
- (b) There shall be a rotational system of elections of Elected Directors so that at each AGM, the greater of;
  - (i) one quarter of the Elected Directors (rounded up to the nearest whole number if necessary); or
  - (ii) all Elected Directors who will have served a continuous term of approximately three years (pursuant to clause 10.4(a)),must retire.
- (c) The Elected Directors to retire at each AGM are those who have been the longest in office since their last election. If two or more persons became Elected Directors on the same day those to retire must be determined by lot unless they otherwise agree among themselves.
- (d) Re-elected or newly elected Directors shall assume office at the conclusion of the meeting at which they were elected (or where results of the election were declared).
- (e) For the avoidance of doubt, notwithstanding adoption of this Constitution and subject to clause 10.10, the rotational system and order of retirement of Directors continues to apply as it did at the time and under the constitution in place immediately prior to adoption of this Constitution.

### **10.5 Filling of vacancies where Director removed by resolution of Members**

- (a) Where an Elected Director is removed by a resolution of Members in accordance with the Act, the vacancy created shall be deemed to be a vacancy for an Elected Director and the vacancy shall be filled by a resolution of Members in accordance with the Act.
- (b) Where a Board Appointed Director is removed by a resolution of Members in accordance with the Act, the Board may appoint another person to fill the vacancy.

### **10.6 Resignation or cessation as Elected Director other than by rotation and retirement is a casual vacancy**

Where an Elected Director resigns (other than due to the rotation and retirement of Elected Directors under Clause 10.4) or ceases to be eligible to continue as a Director

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under the Act or this Constitution, the vacancy created shall be deemed to be a casual vacancy.

#### **10.7 Election of Elected Directors at AGM**

- (a) Subject to the Act and this Constitution, Elected Directors shall be elected by resolution passed by Members at the AGM.
- (b) The Rules shall set out the process under which Elected Director candidates are sourced and assessed.
- (c) The Rules shall, subject to this Constitution, include the following:
  - (i) invite expressions of interest from candidates for Elected Director vacancies at least 60 days prior to the AGM at which the election is to occur;
  - (ii) require the expressions of interest to be received by the Company at least 35 days prior to the date of the AGM;
  - (iii) require that the invitation for expressions of interest must state the number of vacancies, the Eligibility Criteria (including any specific skills, competencies or experience the Board has determined it desires in the best interests of the Company) and such other information as required by the Rules;
  - (iv) require that the expression of interest submitted by a candidate be in writing, outline the candidate's skills, competencies and experience relevant to the Skills Matrix, any other information required by the Rules and include a consent in writing by the candidate to be a director of the Company if subsequently elected by the Members;
  - (v) establish a Nominations Committee;
  - (vi) require the Board to consider the advice of the Nominations Committee prior to issuing the notice of the AGM;
  - (vii) provide that a candidate may withdraw their expression of interest at any time prior to the issue of the notice of meeting of the AGM; and
  - (viii) such other matters that the Board determines from time to time.

#### **10.8 Nominations Committee**

- (a) The Nominations Committee membership shall be two Directors, two persons nominated by the Members and an independent person nominated by the Board. No person may simultaneously be a candidate for the position of Elected Director and a member of the Nominations Committee.

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- (b) The Nominations Committee will review the Skills Matrix and the Eligibility Criteria at least annually and, where necessary, make recommendations to the Board as to appropriate amendments.
  - (c) The Nominations Committee will review each Elected Director candidate against the Eligibility Criteria in the expression of interest (including interviewing the candidate where required by the committee), and advise the Board as to:
    - (i) which candidates meet the criteria in the expression of interest (**Eligible Candidates**); and
    - (ii) which of the Eligible Candidates (if any) the Nominations Committee would recommend to Members as candidates for election.
  - (d) After considering the advice of the Nominations Committee, the Board will include in the notice of the AGM concerning election of Elected Directors:
    - (i) a list of all Eligible Candidates;
    - (ii) the Nominations Committee recommendation to Members;
    - (iii) and the Board's recommendation (if any) as to which of the Eligible Candidates best meet the needs of the Board and the Company.
  - (e) The election of Elected Directors by the Members shall be by ballot and take place prior to each AGM in such manner as the Rules determine.
  - (f) The person or persons elected shall be those persons receiving the greatest number of votes on a "first past the post" basis, until the vacancies are filled.

#### **10.9 Board Appointed Directors**

- (a) Board Appointed Directors shall hold office for a term of three years, or such shorter term as determined by the Board.
- (b) The Board Appointed Directors shall be appointed by a resolution of the Board, provided that a Board Appointed Director candidate may not vote on a resolution concerning their appointment as a Board Appointed Director.
- (c) The process for calling of expressions of interest for Board Appointed Director candidates and the process for assessing responses and making recommendations to the Board shall be as set out in the Rules.

#### **10.10 Casual vacancies**

- (a) Subject to the Act and this Constitution, if a casual vacancy in the Board occurs, it may be filled by the appointment by the Board of a person considered by it to be suitable in accordance with the Skills Matrix.
- (b) If the casual vacancy is an Elected Director vacancy, the Director so appointed shall retire at the next AGM of the Company.

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### 10.11 Eligibility for re-election or re-appointment

- (a) A retiring Director is eligible for re-election or re-appointment to the Board unless, at the date of being elected or appointed, that Director will have held office as a Director for the lesser of:
  - (i) three consecutive terms (pursuant to clause 10.4(a)); or
  - (ii) nine consecutive years,being the '**Maximum Consecutive Term**'.
- (b) The period referred to in clause 10.10(a)(ii) commences on:
  - (i) if first elected as an Elected Director, the date of the AGM at which the Director was first elected;
  - (ii) if first appointed as a Board Appointed Director, the date on which the Director was first appointed by the Board; or
  - (iii) if first appointed to fill a casual vacancy, the date on which the Director was first appointed by the Board.
- (c) If a Director has held office for the Maximum Consecutive Term, then that Director is not eligible for election or appointment until at least three years after the date of their retirement from the Board.

### 10.12 Retirement and Removal from Office

- (a) 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 of giving the notice to the Company or, if another time is specified in the notice, at that time.
- (b) The Members may by Special Resolution remove a Director from office.

### 10.13 Vacation of Office

- (a) Without limiting any other provision, the office of a Director becomes vacant if required by the Act or if the Director:
  - (i) is absent without the consent of the Directors from three consecutive meetings of the Directors and the Board resolves that the office of that Director be vacated;
  - (ii) is declared bankrupt;
  - (iii) becomes unable to undertake the duties of Director due to a continuing disability and:



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- (A) an independent medical practitioner certifies to the Board that this disability will continue for a period of more than six months; and
    - (B) the Board resolves that the office of that Director be vacated.
  - (iv) becomes prohibited from being a Director by reason of an order made under the Act.
  - (b) The Board may continue to act despite any vacancy in its membership.

## **11. BOARD CHAIR AND OTHER OFFICE BEARERS**

- (a) At the first meeting of the Board after each AGM, the Board shall elect from amongst the then current Directors a Chair, and such other office bearers as determined by the Board.
- (b) The Board may remove and replace a Chair, remove and replace another office bearer or delete an office (other than Chair) at any time.
- (c) Should the Chair cease to be a Director, resign from the office of Chair between AGMs or be removed by the Board, the Board shall elect a replacement Chair.
- (d) The Chair shall preside as chair at every meeting of the Board.
- (e) If for any reason there is not a Chair, or the Chair is not present within 15 minutes of the time nominated for the Board meeting to start, the Directors who are present and entitled to vote at the meeting shall select one of their number to chair the meeting.

## **12. DIRECTORS' REMUNERATION**

### **12.1 Director's Remuneration and Payment for Expenses**

- (a) 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.
- (b) Directors shall be entitled to be paid all reasonable travelling, accommodation, and other expenses properly incurred by them in attending and returning from meetings of the Board or any of its committees or general meetings of the Company or otherwise in the execution of their duties as Directors, provided that such expenses have first been approved by the Board.

### **12.2 Additional services rendered**

A Director may be paid a fee in return for any extra services provided to the Company in a professional or technical capacity (other than services that fall within the reasonable expectation and duties of a director of a company under the Act) provided that:

- (a) the extra services and payment are approved by the Board; and
- (b) the amount payable does not exceed a commercially reasonable amount.

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## **13. POWERS AND DUTIES OF DIRECTORS**

### **13.1 Powers of Directors**

The Directors may exercise all of the powers of the Company which are not, by the Act or by this Constitution or otherwise by operation of law, required to be exercised by the Members in general meeting or otherwise.

### **13.2 Duties**

The Directors must act to advance the Purpose of the Company and comply with their duties under common law and under the Act.

## **14. PROCEEDINGS OF DIRECTORS**

### **14.1 Convening of Directors Meetings**

- (a) The Chair may at any time, and the Secretary must on the requisition of a Director, convene a meeting of the Directors.
- (b) The Board shall meet not less than six times per year, but otherwise as necessary to discharge their duties and functions.
- (c) Notice of each meeting of the Directors must be given to each Director at least 48 hours before the meeting, or such other time as agreed by all Directors eligible to attend.
- (d) Directors eligible to attend a meeting may agree to reduce or waive the notice period for a meeting of the Board.
- (e) The Board may regulate its meetings as it decides, including as to the time and place, and any virtual meeting technology to be used from time to time.

### **14.2 Quorum and Voting at Directors' Meetings**

- (a) At a meeting of Directors, the number of Directors whose presence is necessary to constitute a quorum is a majority of the Board as then constituted.
- (b) Each Director has one vote.
- (c) Questions arising at a meeting of the Board must be decided in the manner from time to time determined by the Board, and in the absence of any such agreement, by a majority of votes of Directors present and voting.
- (d) The Chair (or person chairing the meeting) does not have a second or casting vote.

### **14.3 Validity of acts of Directors**

All acts done by a meeting of the Board or of a committee appointed by the Board or by a person acting as a Director are valid even if it is later discovered that there is a defect

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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.

#### **14.4 Minutes**

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

#### **14.5 Resolution in Writing**

- (a) The Board may pass a resolution in writing without holding a meeting if:
  - (i) the proposed resolution is set out in a document provided to all Directors; and
  - (ii) at least 75% of Directors entitled to vote on the resolution (excluding Directors who have been given leave of absence) provide the Company with a signed document stating that they are in favour of the proposed resolution.
- (b) A resolution in writing may consist of several documents in like form, each signed by one or more Directors and if approved in accordance with this clause, the resolution takes effect on the date on which the condition precedent in clause 14.5(a)(ii) is met. The document or documents may be in electronic form, including email to or from a Director.
- (c) In relation to a resolution in writing, an electronic document signed or sent by a Director is to be treated as signed by the Director.

#### **14.6 Conflicts of Interest**

- (a) Each Director, the Chief Executive Officer and the Company's senior executive team must disclose to the Board any interest, office, appointment or other role or function that may affect the impartial exercise of their duties or that a member of the public, acting reasonably, would perceive as having that effect. Declarations and/or revisions of such interests must be a standing item for each meeting of the Board.
- (b) The Secretary must maintain a register of interests disclosed to the Board by a Director, the Chief Executive Officer or the Company's senior executive team.
- (c) A Director who has a material personal interest in a matter that relates to the affairs of the Company must give the Board notice of the interest in accordance with the requirements of the Charities Legislation.

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- (d) A notice under clause 14.6(c) must:
    - (i) include details of:
      - (A) the nature and extent of the interest; and
      - (B) the relation of the interest to the affairs of the Company; and
    - (ii) be given at a Board meeting as soon as practicable after the Director becomes aware of his or her interest in the matter, the details of which must be recorded in the minutes of the meeting.
  - (e) A Director who has a material personal interest in a matter that is being considered at a Board meeting shall not be present while the matter is being considered at the meeting or vote on the matter unless:
    - (i) the interest does not need to be disclosed under the Charities Legislation; or
    - (ii) the other Directors on the Board who do not have a material personal interest in the matter pass a resolution that:
      - (A) identifies the Director, the nature of his or her interest in the matter and its relation to the affairs of the Company; and
      - (B) states that the Board is satisfied that the interest should not disqualify the Director from voting or being present.
  - (f) A Director who votes when not otherwise authorised to do so under this clause shall have their vote discounted.
  - (g) A Director with an interest in a matter may give the Board standing notice of the nature and extent of this interest in accordance with the Charities Legislation.

#### **14.7 Delegation of Powers to Committee**

- (a) The Board may delegate any of their powers, except this power to delegate, to committees consisting of such Directors and such other persons as they think fit.
- (b) In the exercise of any powers delegated to it, a committee formed by the Board under this clause:
  - (i) must conform to the directions of the Board;
  - (ii) provide such reports as required by the Board; and
  - (iii) otherwise shall conduct its meetings and proceedings in accordance with the provisions of this Constitution, as far as practicable, as if they were meetings and proceedings of the Board.

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## **15. BOARD COMMITTEES**

### **15.1 Appointment of committees**

- (a) The Board may establish such committees as it sees fit and determine and revise at any time the:
  - (i) role, membership of the committee and terms of reference of the committee;
  - (ii) the operations of the committee including frequency of meetings and reporting lines;
  - (iii) remuneration, if any, for members of the committee.
- (b) Subject to this Constitution, the Board may terminate a committee at any time.

### **15.2 Committees to be established if Company operates the Central and Eastern Sydney Primary Health Network**

If the Company operates the PHN, the Board must establish and maintain:

- (a) a Clinical Council;
- (b) a Community Council; and
- (c) such other committees as required under the funding agreement with the Commonwealth to operate the PHN.

## **16. CHIEF EXECUTIVE OFFICER (CEO)**

- (a) The Board may (but is not required to) appoint any person, to the position of Chief Executive Officer of the Company for the period and on the terms (including as to remuneration) the Board sees fit.
- (b) The terms and conditions of the CEO appointment (including as to remuneration) must be set out in a written contract of employment in accordance with applicable law.
- (c) Subject to the terms of the contract of employment with the CEO, the Board may at any time revoke or vary an appointment of, or any of the powers conferred on, the CEO.
- (d) If the CEO becomes incapable of acting in that capacity, the Directors may appoint any other person to act temporarily as CEO until such time as the position can be permanently filled.
- (e) The CEO is not a Director of the Company by virtue of being appointed to the office of CEO but shall attend meetings of the Board and prepare a CEO's report for each Board meeting in such manner and form as the Board requires.

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- (f) For the avoidance of doubt, the Board may appoint as CEO a person who is a director of a Member of the Company.
  - (g) The Board may delegate any of the roles and powers of the Board to the CEO:
    - (i) on the terms and subject to any restrictions the Board decides; and
    - (ii) so as to be concurrent with the powers of the Board, and may revoke the delegation at any time.
  - (h) Without affecting the generality of this clause 16, the CEO will:
    - (i) act consistently with the Purpose of the Company;
    - (ii) use their best endeavours at all times to enhance the good name of the Company;
    - (iii) insofar as the resources available permit, implement the policies of the Board;
    - (iv) prepare an annual report for the Board on the work and activities of the Company during the preceding 12 months ending on 30 June in each year; and
    - (v) exercise such other functions, duties and responsibilities as may be determined from time to time by the Board.
  - (i) The appointment of the CEO terminates:
    - (i) at the expiration of a fixed term if so defined in a written contract; or
    - (ii) when the Board removes the CEO from that office, whether or not the appointment was expressed to be for a specified term.

## **17. SECRETARY**

- (a) The Directors may:
  - (i) appoint, and terminate the appointment of, one or more persons to be a Secretary; and
  - (ii) determine their terms and conditions of appointment.
- (b) A Secretary shall be responsible to carry out all acts and deeds required by this Constitution, the Act or by law to be carried out by the secretary of the Company.

## **18. RULES**

The Board may, by resolution of the Board, make or adopt rules with respect to any matter or thing for the purposes of giving effect to any provision of this Constitution or generally for the purposes of carrying out the purpose of the Company (**Rules**). The

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Rules shall be binding on the Company and its Directors, Officers and employees and on the Members, provided that to the extent of any inconsistency, this Constitution shall prevail over all such rules.

## **19. EXECUTION OF DOCUMENTS**

The Company may execute a document if the document is signed by:

- (i) two Directors;
- (ii) a Director and a Secretary; or
- (iii) any other manner authorised by the Board.

## **20. SURPLUS ASSETS ON WINDING UP OR DISSOLUTION**

### **20.1 Surplus Assets on winding up or dissolution of the Company**

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 organisations which satisfies both of the following requirements:

- (a) has a purpose or objects similar to the Purpose of the Company; and
- (b) whose constituent documents have rules prohibiting the distribution of its assets and income to its members 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.

### **20.2 Surplus Assets on the Company ceasing to be endorsed as a deductible gift recipient**

Upon the Company ceasing to be endorsed as a deductible gift recipient, then all remaining gifts, deductible contributions and money received as part of such gifts and contributions of the Gift Fund will be given to or transferred to another institution or organisation which satisfies the following requirements:

- (a) has objects similar to the Purpose of the Company; and
- (b) whose constituent documents have rules prohibiting the distribution of its assets and income to its members and is an endorsed deductible gift recipient and 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.

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## **21. INDEMNITY**

### **21.1 Costs and Expenses**

Every Officer and past Officer of the Company may be indemnified by the Company, to the fullest extent permitted by law, against a liability for costs and expenses incurred by that person as an Officer of the Company or a subsidiary of the Company, including:

- (a) in defending any proceedings, whether civil or criminal, in which judgement is given in favour of the person or in which the person is acquitted, or
- (b) in connection with any application in relation to those proceedings in which the Court grants relief to the person under the Act.

### **21.2 Liabilities to Third Parties**

To the extent permitted by the Act, every Officer and past Officer of the Company is indemnified against a liability incurred by that person as an Officer to a person other than the Company or a related body corporate, except a liability which arises from conduct that involves a lack of good faith.

### **21.3 Insurance Premiums**

The Company may pay the premium on a contract insuring a person who is or has been an Officer of the Company against:

- (a) a liability for costs and expenses incurred by the person in defending proceedings arising out of the person's conduct as an Officer, whether civil or criminal and whatever their outcome; and
- (b) other liability incurred by the person as an Officer of the Company except a liability which arises from conduct that involves a wilful breach of duty in relation to the Company or a contravention of sections 182, 183 or 184(2) or (3) of the Act.

## **22. ACCOUNTS, AUDIT AND RECORDS**

### **22.1 Accounts**

The Board must cause proper accounting and other records to be kept in accordance with the Charities Legislation and must comply with the requirements of the Charities Legislation in respect of reporting and the provision of accounts to Members.

### **22.2 Delegations**

The Board must maintain an up to date set of approved delegations setting out the authority of the Chair, CEO and other employees of the Company in relation to:

- (a) the use of Company funds and resources;
- (b) employment and payment of staff and related personnel matters;



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- (c) commitments of Company funds;
  - (d) approval of expenditure and payments for goods and services;
  - (e) authorisation of payments to Directors;
  - (f) matters determined by the Board on the recommendation of a committee; and
  - (g) such other matters as the Board determines.

### **22.3 Audit**

- (a) A registered Company auditor must be appointed.
- (b) The remuneration of the auditor must be fixed and the auditor's duties regulated in accordance with the Act and the Charities Legislation.
- (c) The Board must arrange for the accounts for each financial year (or part thereof as applicable) to be audited in accordance with requirements of the Charities Legislation before being submitted to Directors and Members.

### **22.4 Financial Year**

The financial year of the Company is from 1 July to 30 June.

### **22.5 Payments**

All payments by the Company must be authorised in accordance with delegations approved by the Board.

### **22.6 Reports**

The Board must ensure that the Company:

- (a) prepares, provides and lodges with regulatory bodies all reports required by the Charities Legislation or other laws; and
- (b) provides to Members, or gives access to, all reports required to be provided or made available to Members under the Act, the Charities Legislation or other laws.

### **22.7 Records**

- (a) The Board must provide for the safe keeping of the records of the Company.
- (b) Members may inspect records of the Company as permitted by the Act.
- (c) Members may not inspect the records of the Company that relate to confidential personal, employment, commercial and legal matters.
- (d) Copies of the Constitution and Members' resolutions must be freely available to Members.

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## **23. FURTHER OBLIGATIONS UNDER AUSTRALIAN CHARITIES LEGISLATION**

The Company must comply and the Board must procure that the Company complies with all requirements (whether financial or otherwise) that apply to the Company under the Charities Legislation and all related legislation as commenced and amended from time to time.

## **24. GIFT FUND REQUIREMENTS**

### **24.1 Company to Maintain a Gift Fund**

The Company must maintain a Gift Fund in accordance with this clause for so long as it seeks or has obtained endorsement as a DGR from the Australian Taxation Office, or the Company is named as a DGR in ITAA 97.

### **24.2 Rules Applying to the Gift Fund**

The following rules apply to any Gift Fund established and maintained by the Company:

- (a) The Gift Fund must have a name.
- (b) The Company must maintain sufficient documents to provide evidence of the Gift Fund's purpose and operations.
- (c) The Company must maintain a separate bank account for the Gift Fund.
- (d) The following must be credited to the Gift Fund:
  - (i) All gifts of money or property to the Company for the Company's Purpose.
  - (ii) All money or property received by the Company because of those gifts.
- (e) No other money or property may be credited to the Gift Fund.
- (f) The Company must use any gifts, money or property of the kind referred to in clause 24.2(d) only for the Purpose.
- (g) The Gift Fund must be administered and maintained in accordance with the applicable requirements of the Australian Taxation Office and the Charities Legislation.

### **24.3 Winding Up of Gift Fund**

If the Gift Fund or the Company is wound up or ceases to be a DGR for any reason, any surplus assets of the Gift Fund remaining after the payment of liabilities attributable to it must be transferred to a fund, authority or institution to which income tax deductible gifts can be made. For the avoidance of doubt, if a Gift Fund operated by the Company is wound up but the Company remains a DGR and operates any other gift fund in accordance with this clause, any surplus assets of the Gift Fund that is being wound up may be transferred to any other gift fund operated by the Company.

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## **25. NOTICES**

### **25.1 Persons authorised to give notices on behalf of the Company or a Member**

A notice by either the Company or a Member in connection with this Constitution may be given by a director, company secretary, chief executive officer, legal representative or other authorised person of the Company or Member.

### **25.2 Address for notices**

- (a) Unless otherwise specified in the communication from the Company, the address of the Company for notices is the registered office of the Company.
- (b) Unless otherwise notified in writing to the Secretary by a Member, the address or electronic address for notices to a Member is the address or electronic address of the Member as set out in the Register.

### **25.3 Giving of notices**

- (a) A notice required to be given to the Company may be given by:
  - (i) delivering it to the Company's address under clause 25.2;
  - (ii) sending the notice by post to the Company's address under clause 25.2; or
  - (iii) sending the notice electronically to an electronic address nominated by the Company for that purpose.
- (b) A notice required to be given to a Member may be given by:
  - (i) delivering it personally;
  - (ii) sending the notice by post to, or leaving it at, the Members' address under clause 25.2;
  - (iii) sending the notice electronically (including by providing a URL link to any document or attachment) to the electronic address under clause 25.2;
  - (iv) sending a notice by any of the means referred to in this clause 25.3(b) that notifies the Member of the electronic address where the primary document can be accessed; or
  - (v) any other legally permissible means.
- (c) A notice given in accordance with this Constitution is taken to be given, served, and received at the following times:

Method of notification	Date deemed receipt of notification
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By personal delivery	Date and time of delivery
By sending it by prepaid ordinary post (airmail if outside Australia) to a street or postal address of the addressee	Three days after it is posted, if posted in Australia. Seven days after it is posted, if posted to or from outside of Australia
By electronic transmission	At the time the transmission is sent
If made available to a Member by electronic means as contemplated by clause 25.3(b)(iv)	When notification that the document is available for access by that means is sent

## **25.4 Notices of general meetings**

Notice of every general meeting shall be given in any manner authorised by the Act or this Constitution to:

- (a) every Member;
- (b) every Director; and
- (c) the Auditor (if any) for the time being of the Company.

## **26. GENERAL**

### **26.1 Exercise of power**

Except as otherwise specified by this Constitution, the Company may exercise any power, take any action or engage in any conduct or procedure which under the Act a public company limited by guarantee has the power to do.

### **26.2 Public Statements**

Unless authorised by the Board, Chair or CEO no person may make any public statement on behalf of the Company.

### **26.3 Amendment of Constitution**

This Constitution may be amended or repealed by Special Resolution in accordance with the Act.

### **26.4 Copy of Constitution**

The Company must send a copy of this Constitution to a Member of the Company within seven days if the Member asks the Company in writing for a copy and pays the fee (up to the amount prescribed by the Act) required by the Company as approved by the Board.

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## 27. DEFINITIONS AND INTERPRETATION

### 27.1 Definitions

In this Constitution, except where the context requires otherwise:

- (a) **Act** means the *Corporations Act 2001* (Cth).
- (b) **Adoption Date** means the date that this Constitution was adopted.
- (c) **AGM** means an annual general meeting of the Members of the Company and, where the content requires, means the specific annual general meeting in the context.
- (d) **Board** means the board of Directors of the Company.
- (e) **Board Appointed Director** means a Director appointed by the Board in accordance with this Constitution as a Board Appointed Director.
- (f) **CEO** means the chief executive, referred to in clause 16.
- (g) **Chair** means the Chair of the Board, elected from time to time in accordance with this Constitution.
- (h) **Charities Legislation** means the *Australian Charities and Not for Profits Commission Act 2012* (Commonwealth) and all laws, regulations, rules and compulsory guidelines which apply to charities in Australia, as amended or replaced from time to time.
- (i) **Company** means EIS HEALTH LIMITED.
- (j) **DGR** means a 'deductible gift recipient' within the meaning of section 30-227 of ITAA 97.
- (k) **Director** means a person elected or appointed in accordance with this Constitution to perform the duties of a director of the Company.
- (l) **Elected Directors** means the Directors elected by the Members, in accordance with this Constitution.
- (m) **Eligible Candidate** means a candidate for an Elected Director vacancy that the Nominations Committee has determined meets the Eligibility Criteria.
- (n) **Eligibility Criteria** means the criteria applicable to candidates submitting an expression of interest for an Elected Director vacancy, as determined by the Board following advice from the Nominations Committee.
- (o) **Eligible Organisation** means a legal entity that is not a natural person, sole trader, partnership, trust or unincorporated body that:
  - (i) is not operated for profit or commercial gain;

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- (ii) supports the Purpose of the Company;
  - (iii) has as a material part of its role:
    - (A) support of, and/or advocacy on behalf of, providers of primary health care services; or
    - (B) support of, and/or advocacy on behalf of, health consumers, their families and/or carers; and
  - (iv) is located in the Region, or has a substantial connection with primary health care providers and/or health consumers in the Region.
- (p) **Gift Fund** means a fund that is maintained for the Purpose.
  - (q) **Guarantee** means the amount of the Member's guarantee as specified in clause 2(c).
  - (r) **ITAA 97** means *Income Tax Assessment Act 1997* (Cth).
  - (s) **Maximum Consecutive Term** has the meaning given to the term under clause 10.10(a).
  - (t) **Member** means the Eligible Organisations that, at the relevant time, are ordinary Members of the Company admitted in accordance with this Constitution.
  - (u) **Members' Resolution** has the meaning given to the term under clause 7.14(a)(i).
  - (v) **Members' Statement** has the meaning given to the term under clause 7.14(a)(ii).
  - (w) **Nominations Committee** means the committee established by the Board in accordance with the Rules.
  - (x) **Officer** has the meaning given in section 9 of the Act.
  - (y) **Ordinary Resolution** means any resolution passed by a simple majority of persons entitled to vote.
  - (z) **Purpose** means the purpose and activities of the Company as set out in clause 3 of this Constitution or any of those activities.
  - (aa) **Region** means the geographic areas in which the Company operates, as determined by the Board from time to time.
  - (bb) **Register** means the register of Members kept by the Company under the Act.
  - (cc) **Replaceable Rules** means the Replaceable Rules contained in the Act.
  - (dd) **Representative** means, in relation to a Member, the representative of the Member appointed under clause 9.

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- (ee) **Revised Constitution** means the Constitution adopted by the Members at the general meeting of the Company held on 19 November 2024.
  - (ff) **Rules** means the rules as made or amended by the Board from time to time in accordance with clause.
  - (gg) **Seal** means, if the Company has one, the common seal of the Company, if any.
  - (hh) **Secretary** means a person appointed to perform the duties of a secretary of the Company.
  - (ii) **Skills Matrix** means the matrix of desired Director skills, competencies and experience determined by the Board from time to time.
  - (jj) **Special Resolution** means a resolution that has been passed by at least 75% of the votes cast by persons entitled to vote on the resolution.

## 27.2 References to Law and the Constitution

- (a) A word or phrase used in the Act that is given a special meaning for the purposes of the relevant part of the Act, unless this Constitution specifically states otherwise, has the same meaning in this Constitution.
- (b) A reference to:
  - (i) 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
  - (ii) this Constitution, where amended, means this Constitution as so amended.

## 27.3 Interpretation

In the interpretation of this document, the following provisions apply unless the context otherwise requires:

- (a) The singular denotes the plural and vice versa.
- (b) Any gender denotes the other genders.
- (c) A person denotes an individual and a body corporate.
- (d) 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.
- (e) Headings and any table of contents must be ignored in the interpretation of this Constitution.

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- (f) 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 registered office of the Company is situated.
  - (g) The word "includes" in any form is not a word of limitation.
  - (h) For the purposes of determining the length of a period (but not its commencement) a reference to:
    - (i) a day means a period of time commencing at midnight and ending 24 hours later
    - (ii) 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.
  - (i) 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.
  - (j) 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.
  - (k) A reference to a business day means a day during which banks are open for general banking business in New South Wales.
  - (l) A reference to an Act of Parliament, whether State or Federal, includes a reference to that Act of Parliament as amended from time to time, and a reference to a specific provision of an Act of Parliament means, unless the context demands otherwise, a reference to the equivalent provision in any later amended version of that Act of Parliament, or if the original Act of Parliament has been repealed in any Act of Parliament substituted in its place.
  - (m) A reference to a Member present at a meeting of Members, or a Director present at a meeting of the Board, is a reference to the Member or Director being present at the place or places for the meeting or using the virtual meeting technology approved for the meeting in accordance with this Constitution.
  - (n) This Constitution shall be construed according to the laws of New South Wales.



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## **Schedule 1 – Members and Voting Rights**

### **Members and voting rights as at Adoption Date**

Central Sydney GP Network Ltd ABN 26 093 270 583 – three votes

GP Crew Ltd ABN 68 098 153 452 – one vote

General Practice Eastern Sydney Ltd ACN 166 432 677 – one vote

St George Division of General Practice Incorporated ABN 90 031 731 806 – one vote

Sutherland Division of General Practice Incorporated ABN 38 675 783 671 – one vote

Central and Eastern Sydney Allied Health Network Ltd ABN 52 159 053 219 – five votes

Sydney Health Community Network Ltd ABN 17 161 366 427 – five votes

### **Other New Members**

All other new Members of the Company admitted in accordance with the Constitution shall, unless otherwise resolved unanimously by the Board in approving the admission as a Member, have one vote.

## Schedule 2 – Proxy Form

**EIS HEALTH LIMITED  
ACN 603 815 818  
FORM OF APPOINTMENT OF PROXY**

I, .....

(full name of member)

(address)

being a Member of the above Company hereby

appoint..... (full name of proxy) of

.....(insert address) as proxy

of the appointing Member

at the \_\_\_\_\_ Annual General Meeting  
\_\_\_\_\_ Special General Meeting \_\_\_\_\_ of the Company to be held on \_\_\_\_\_

the..... day of..... / 20.....

and at any adjournment of that meeting.

My proxy is authorised to vote (please tick selected option):

☐ in favour of☐ against☐ abstain

for the following resolutions [insert]

.....

Signature authorised signatory of Member appointing proxy	Date
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**NOTES:** In accordance with clause 8.4 of the Constitution; this proxy must be provided to the Company no later than by 5pm on the last business day before the time for holding the meeting or adjourned meeting.

Please send all proxy forms to: [insert contact details].