



CONSTITUTION

WENTWORTH HEALTHCARE LIMITED

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Corporations Act 2001 (Cth)

Public company limited by guarantee

Wentworth Healthcare Limited

ACN 155 904 975

1 NATURE OF COMPANY AND LIABILITY

Nature of Company

1.1 The Company is a public company limited by guarantee.

Liability of Members and guarantee on winding up

1.2 The liability of the Members is limited. Every Member undertakes to contribute \$20.00 to the assets of the Company if it is wound up while that Organisation is a Member, or within one year afterwards, for:

1.2.1 payment of the Company's debts and liabilities contracted before they ceased to be a Member; and

1.2.2 costs and expenses of winding up.

2 OBJECTS

2.1 The object of the Company is to promote the prevention or the control of diseases in human beings living in the Region.

2.2 In order to promote health by the prevention or the control of diseases in human beings, the Company will:

2.2.1 improve the delivery of Primary Health Care services to patients by developing integrated and coordinated health services and programs, including:

(a) identifying and addressing health services gaps and breakdowns;

(b) promoting high patient care standards, increased access to services including after-hours services and telehealth services;

(c) improving patient awareness of and access to health services; and

(d) promoting primary healthcare as part of an integrated health system;

2.2.2 provide support to clinicians and health service providers to improve their patient care;

- 2.2.3 collaborate with consumer and community groups to ensure consumer engagement and representation in the provision of Primary Health Care;
 - 2.2.4 identify health needs of the community and developing locally focussed and responsive health services to improve local patient care, including:
 - (a) analysing and reporting on the Primary Health Care service gaps; and
 - (b) identifying strategies to improve health outcomes and quality of services including for disadvantaged or under-serviced groups;
 - 2.2.5 facilitate the implementation and successful performance of primary healthcare initiatives and programs to improve patient care, including:
 - (a) focussing on prevention and early intervention in Primary Health Care; and
 - (b) improving health care service delivery;
 - 2.2.6 raise money to further the aims of the Company and to secure sufficient funds for the purposes of the Company;
 - 2.2.7 receive any funds and to distribute these funds in a manner that best attains the objects of the Company; and
 - 2.2.8 do all such things as are incidental, convenient or conducive to the attainment of all or any of the above.
- 2.3 The Company may only exercise the powers in section 124(1) of the Corporations Act to:
- 2.3.1 carry out the objects in this clause 2; and
 - 2.3.2 do all things incidental or convenient in relation to the exercise of power under clause 2.3.1.

3 MEMBERSHIP

Membership

- 3.1 The Members of the Company are the Initial Members and such other Organisations as may be admitted to membership in accordance with this constitution.
- 3.2 The membership of the Company will consist only of eligible Organisations, as follows:
 - 3.2.1 A Member must be an Organisation.
 - 3.2.2 A Member must have a significant, active and demonstrable interest in the health and well being of human beings in the Region. This does not preclude the Member from having a national or state-wide focus, or from conducting activities outside of the Region.

- 3.2.3 A Member must be a major stakeholder in Primary Health Care in the Region.
 - 3.2.4 A Member's objects and activities must (in the Board's opinion) be consistent with, and make a substantial contribution towards the objects of the Company.
 - 3.2.5 A Member may be a not-for-profit or a for-profit entity.
- 3.3 Unless this constitution provides otherwise, all Members have the same rights.

Membership not transferable

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

Trust and related arrangements

- 3.5 Except as required by law:
- 3.5.1 No person is to be recognised by the Company as holding its membership on trust or otherwise holding the membership as a representative of another person.
 - 3.5.2 Regardless of it having notice of any other interest or right, the Company is not bound by, or compelled in any way to recognise, any equitable, contingent, future, partial or other right or interest in a Member's membership of the Company.

Members

- 3.6 All Members must do all of the following:
- 3.6.1 In order to maintain membership, pay any annual subscription in accordance with clause 4.2.
 - 3.6.2 Otherwise comply with the provisions of this constitution.
- 3.7 A Member has the right to receive notices of, to attend and to be heard at any general meeting, and has the right to vote at any general meeting.

Form of application

- 3.8 An application for membership must comply with the following requirements:
- 3.8.1 It must be signed by the applicant or by an authorised representative of the applicant.
 - 3.8.2 It must be accompanied by such documents or evidence as to qualification for membership as the Board may determine from time to time within the requirements for membership set out in clause 3.2.

Admission to membership

- 3.9 The Board must consider an application for membership as soon as practicable after its receipt and determine, in its absolute discretion, the admission or rejection of the applicant.
- 3.10 The Board does not have to give reasons for accepting or rejecting an application for membership, but must provide a full list of applicants for membership including those whose applications have been rejected, to the Members.
- 3.11 If an application for membership is rejected:
- 3.11.1 The Secretary must notify the applicant in writing of that fact within a reasonable period.
 - 3.11.2 Any annual subscription paid by the applicant (in accordance with clause 4.2) must be refunded to the applicant.
- 3.12 If an applicant is accepted for membership, the Secretary must notify the applicant of admission in the form of a receipt for any annual subscription paid by the applicant, or in such other form as the Board may determine from time to time, and the name and details of the applicant must be entered in the Register.
- 3.13 An applicant that is accepted for membership becomes a Member when the applicant's name is entered in the Register.

Register of Members

- 3.14 A register of the Members of the Company must be kept in accordance with the Corporations Act.
- 3.15 The following details must be entered in the Register in respect of each Member:
- 3.15.1 The full name of the Member including the ACN or ABN of a Member that is a body corporate.
 - 3.15.2 The address of the Member (being the registered address in the case of a corporate Member).
 - 3.15.3 The date on which the entry of the Member's name in the Register is made.
- 3.16 The Register must also show the following information, which may be kept separately from the rest of the Register:
- 3.16.1 The name and details of each Organisation which stopped being a Member within the last 7 years.
 - 3.16.2 The date on which each such Organisation stopped being a Member.
- 3.17 The Company may also keep further registers recording other information about Members that is not required to be kept under the Corporations Act.

- 3.18 The following details may be entered in a register referred to in clause 3.17:
- 3.18.1 The telephone number, facsimile number and email address (as applicable) of the Member.
 - 3.18.2 The date of last payment of the Member's annual subscription (if applicable).
 - 3.18.3 The full name, address, telephone number, facsimile number and email address (as applicable) of the Member's representative.
 - 3.18.4 Such other information as the Board may require.
- 3.19 Each Member must notify the Secretary in writing of any change in that Organisation's name, address, telephone or facsimile number or email address within one month after the change.

4 ANNUAL SUBSCRIPTION

Funding conditions

- 4.1 Despite any other provision of this constitution:
- 4.1.1 no Member will be required to pay an annual subscription or equivalent fee in respect of its membership of the Company; and
 - 4.1.2 the Board must not seek to impose any such subscription or fee,
- to the extent this would contravene any funding conditions (or equivalent requirements imposed by an external funding party) that apply to the Company.

Annual subscription

- 4.2 Subject to clause 4.1, the annual subscription payable by a Member is such sum as the Board may prescribe from time to time, and for the avoidance of doubt may be nil.
- 4.2.1 All annual subscriptions are due and payable in advance on 1 July in each year.
 - 4.2.2 If an Organisation applies for membership after 1 July in any year, the Board may reduce the annual subscription payable by the applicant in such manner as they think fit.

Unpaid annual subscriptions

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

5 REMOVAL AND CESSATION OF MEMBERSHIP

Resignation

- 5.1 A Member may resign from membership of the Company by giving written notice to the Secretary.
- 5.2 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. The resignation does not limit the Member's liability under this constitution.

Failure to pay

- 5.3 If a Member has not paid all arrears of annual subscriptions in accordance with clause 4.2.1 or, if paid, the Member's rights and privileges are not reinstated by the Board in accordance with clause 4.3, all of the following apply in respect of that Member:
- 5.3.1 The Member remains liable for all the obligations and liabilities of membership for six months after the date of notification under clause 4.3.
- 5.3.2 The Member ceases to be a Member and the Member's name must be removed from the Register at the end of the six month period.
- 5.3.3 The former Member continues to be liable for all fees and other money owing to the Company as at the date of the cessation of its membership of the Company, despite that cessation of membership.

Other cessation of membership

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

Removal from membership

- 5.5 The Board may convene a meeting of Members to consider the removal of a Member from the Register if the Board in its absolute discretion resolves that the Member is no longer considered suitable for membership of the Company.
- 5.6 The Board must provide at least two month's written notice to any Member of any intention to remove the Member from the Register, so as to enable the Member to provide any written representations to the Company.
- 5.7 Where a Member makes any written representations and the Member requests that the representations be notified to Members of the Company, the Company must do both of the following:
- 5.7.1 State that the representations have been made in any notice of the resolution given to Members of the Company.
- 5.7.2 Send a copy of the representations to every Member of the Company to whom the notice of the meeting has been or is sent.

- 5.7.3 The requirements in clause 5.7 do not apply to the Company if the representations are received by it too late for it to satisfy those requirements.
- 5.7.4 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.
- 5.7.5 Copies of the representations need not be sent out and the representations need not be read out at the meeting if the Board is satisfied on reasonable grounds that the rights conferred by clause 5.7 are being abused, including to secure needless publicity for a defamatory matter.
- 5.8 The Board does not have to give reasons for recommending the removal of any Member from the Register.
- 5.9 An ordinary resolution of Members is required to pass the necessary resolution to remove a Member under clause 5.5.

6 NO PROFITS FOR MEMBERS

Transfer of income or property

- 6.1 The Company may not pay or transfer any income or property, directly or indirectly to any Member.

Payments, services and information

- 6.2 Nothing in this clause 6 prevents the Company making a payment in good faith of any of the following:
- 6.2.1 Remuneration to any officers or employees of the Company for services actually rendered to the Company (including payment of directors' fees in accordance with clause 12.1).
- 6.2.2 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 or otherwise on arm's length commercial terms.
- 6.2.3 Reasonable and proper interest on money borrowed from any Member.
- 6.2.4 Reasonable and proper rent for premises let by any Member to the Company.
- 6.2.5 Reimbursement of expenses reasonably and properly incurred by any Member on the Company's behalf with the consent of the Board.
- 6.3 Nothing in this clause 6 prevents 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.

7 GENERAL MEETINGS

Convening of meetings by Directors

7.1 Any two Directors may convene a general meeting.

Convening of meetings by Members

7.2 The Board must call and arrange to hold a general meeting if required to do so under the Corporations Act, including on the request of:

7.2.1 Members with at least 5% of the votes that may be cast at the general meeting;
or

7.2.2 at least 100 Members who are entitled to vote at the general meeting.

Notice of general meeting

7.3 The Board may give notice of a general meeting by any form of communication permitted by the Corporations Act.

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

7.3.2 The accidental omission to give notice of any general meeting to, or the non-receipt of a notice by, a person entitled to receive notice does not invalidate a resolution passed at the general meeting.

Cancellation of general meetings

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

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

Quorum at general meetings

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

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

7.7.1 11 Members; and

7.7.2 50% of the total number of Members entitled to vote at the meeting, rounded up to the next highest whole number,

and in either case, a Member is treated as present if the Member is present in person or if represented by a representative, proxy or attorney.

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

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

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

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

Quorum at adjourned general meetings

7.10 At the adjourned meeting, a quorum is the number equal to the lesser of:

7.10.1 6 Members; and

7.10.2 25% of the total number of Members entitled to vote at the meeting, rounded up to the next highest whole number,

and in either case, a Member is treated as present if the Member is present in person or if represented by a representative, proxy or attorney.

Appointment of chairperson

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

7.11.1 If the Board has elected a Director as Chair in accordance with clause 14.7, that person is entitled to chair every general meeting.

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

(a) No Chair has been elected in accordance with clause 14.7.

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

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

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

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

Chairperson's powers

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

Adjournment of meetings

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

Voting on show of hands

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

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

Demand for a poll

7.18 A poll may be demanded by either:

7.18.1 The chairperson.

7.18.2 At least five Members entitled to vote on the resolution.

7.18.3 Any Member or Members with at least 5% of the votes that may be cast on the resolution on a poll.

7.19 The demand for a poll may be withdrawn.

7.20 The demand for a poll does not prevent the continuance of a meeting for the transaction of business other than the question on which a poll is demanded.

7.21 If a poll is duly demanded, it must be taken in the manner and, except as to the election of a chairperson or on a question of adjournment, either at once or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll is the resolution of the meeting at which the poll is demanded.

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

Voting rights of Members

7.23 On a show of hands every Member present by proxy, attorney or representative has one vote.

7.24 On a poll or a Ballot every Member present by proxy, attorney or representative has one vote.

Vote of the chairperson at general meetings

7.25 The chairperson of a general meeting is not entitled to a vote in person but may exercise any votes he or she may have as a representative, proxy or attorney of a Member.

Objections to voter qualification

7.26 No objection may be raised to the qualification of a voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered.

7.27 An objection to the qualification of a voter must be referred to the chairperson, whose decision is final.

- 7.28 A vote not disallowed according to an objection as provided in this constitution is valid for all purposes.

Mode of meeting for Members

- 7.29 A general meeting may be called or held (including at more than one venue) using any technology that gives the Members as a whole a reasonable opportunity to participate in the meeting. The Members may otherwise regulate their meetings as they think fit.

Resolution in writing

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

Form of resolution in writing

- 7.31 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.
- 7.32 If a resolution in writing is signed by a proxy of a Member, it must not also be signed by the appointing Member and vice versa.
- 7.33 In relation to a resolution in writing a document generated by electronic means which purports to be a facsimile of a resolution of Members is to be treated as a resolution in writing and a document bearing a facsimile of a signature is to be treated as signed.

8 BALLOTS

General rules regarding Ballots

- 8.1 Subject to the requirements of the law and this clause 8, the Board may submit any question or proposed resolution (including the proposed election of any Director) to the vote of Members by means of a Ballot.
- 8.2 A resolution of Members decided by Ballot is as valid and effective as if the resolution had been passed at a duly convened and constituted general meeting of the Company.
- 8.3 Subject always to the requirements of the law, where the Corporations Act or this constitution provides that the relevant resolution may only be passed as a special resolution:
- 8.3.1 The Ballot paper and any relevant background material that accompanies it when it is sent to Members must set out an intention to propose the special resolution and state the resolution.
- 8.3.2 The resolution must be passed by at least 75% of the votes cast by Members entitled to vote on the resolution.

- 8.4 Subject always to the requirements of the law and clause 8.3, a Ballot may be conducted in any manner that the Board may in its absolute discretion determine from time to time, subject always to the following requirements:
- 8.4.1 The Ballot must be a secret ballot, and the Board must take all reasonable steps to ensure that the manner in which the Ballot is taken will preserve its secrecy.
 - 8.4.2 A Ballot may be conducted by post or by facsimile or other electronic means, as the Board may determine in its absolute discretion from time to time.
 - 8.4.3 A Ballot must not be combined with any other method of voting provided for in this constitution (for example, voting at a general meeting of Members).
 - 8.4.4 Every Ballot must be conducted by a returning officer appointed by the Board.
 - (a) The returning officer may be any type of person or entity, but must not be a Director (or, if clause 8.6 applies, a person who is seeking election as a Director under the relevant Ballot).
 - (b) If the Board does not appoint a returning officer, or if the person appointed by the Board cannot or will not act, a Secretary must act as returning officer.
 - 8.4.5 Only votes that are received by the applicable returning officer on before 5.00 pm on the Polling Date will be counted. All votes received after that time will be invalid and must be disregarded.
 - 8.4.6 Without limiting clause 8.3, the proposed resolution or other question submitted to Members by means of a Ballot will be determined by a simple majority according to the number of valid votes cast for or against the resolution or question. If there is an equality of votes, the Chair does not have a second or casting vote in addition to any votes he or she may have as a representative, proxy or attorney of a Member (without limiting clause 9.3), and the proposed resolution is therefore lost.
 - 8.4.7 No resolution or other question determined by Ballot is invalid merely because there has been an accidental omission to give the Ballot paper or other relevant material to a Member, or a Member has not received those documents.
 - 8.4.8 An objection to the qualification of a Member to vote in a particular Ballot must be referred to the Chair no later than five business days prior to the relevant Polling Date. The Chair's decision is final. A vote not disallowed according to an objection as provided for in this clause 8.4.8 is valid for all purposes.
- 8.5 For the avoidance of doubt, subject to the requirements set out in this clause 8 the Board may in its absolute discretion determine:

- 8.5.1 The form of the Ballot paper and the form and content of any material that is intended to accompany the Ballot paper.
- 8.5.2 The Polling Date.
- 8.5.3 The manner in which objections regarding the conduct or outcome of a Ballot must be raised, and the manner in which any such disputes will be resolved.
- 8.5.4 All other matters relevant to the form, conduct and outcome of the Ballot.

Election of Directors conducted by Ballot

- 8.6 Where the election of Directors is to occur by means of a Ballot (as opposed to where the election of Directors is to occur by means of a show of hands or poll at the relevant AGM), the following rules apply in addition to the general rules set out in clauses 8.1 to 8.5:
 - 8.6.1 The requirements of clause 11.17.2 apply for all nominations for the position of Director to be voted upon by Members by means of a Ballot.
 - 8.6.2 The requirements of clauses 11.17.3 and 11.17.4 apply to Director elections conducted by means of a Ballot.
 - 8.6.3 Where the relevant Board positions will fall vacant at the close of the next AGM:
 - (a) The Polling Date must be a date that is not more than 40 business days, and not less than 10 business days, before the intended date for holding the AGM, with the intention that the outcome of the Ballot will be determined at least 5 business days before the intended date for holding the AGM.
 - (b) A Director (other than a retiring Director seeking re-election) who is elected by means of a Ballot will only commence to hold that office on and from the close of the relevant AGM, and not on and from the Polling Date or the date that the outcome of the Ballot is determined.
 - 8.6.4 The Board must ensure that the Ballot paper to be sent to Members is prepared as follows:
 - (a) The Ballot paper may group the Approved Candidates according to the vacant Director positions and the applicable skills, competencies and/or experience (if any) that the Board has determined under clause 11.17.4(c) that an Approved Candidate must possess to be eligible to be elected to a specific vacant Director position. To avoid doubt, this may result in the Ballot paper identifying individual vacant Director positions and the particular Approved Candidates who are eligible to contest the relevant Director position, even if this means that only one Approved Candidate would be eligible to be elected to a particular Director position.

(b) Subject to clause 8.6.4(a), the Ballot paper may only contain the names of each of the Approved Candidates for election in alphabetical order, along with the number of vacancies to be filled, and must enable each Member to specify the manner in which the Member votes on each proposed resolution. The Board may also cause the Ballot paper to be accompanied by an explanatory statement detailing any information the Board considers appropriate.

8.6.5 Elected Board positions will be determined by a 'first past the post' voting system such that Board positions are filled by candidates with the highest number of votes in descending order. However, if two or more candidates receive an equal number of votes under the Ballot, the returning officer will determine their respective rankings for the purposes of the election by lot.

8.6.6 To avoid doubt, where the number of Approved Candidates for the position of Director is equal to or less than the number of vacant positions to be filled in a Ballot, a Ballot must nonetheless be conducted.

9 REPRESENTATIVES, PROXIES AND ATTORNEYS

Representatives, proxies and attorneys of Members

9.1 At meetings of Members each Member entitled to vote may vote by representative, proxy or by attorney to the extent permitted under clauses 7.23 and 7.24.

9.2 Subject to the terms of their appointment, a person attending as a proxy, or as the attorney of a Member, or as representing a corporation which is a Member, has all the powers of a Member, except where expressly stated to the contrary.

9.3 Where a vote is conducted by Ballot, a Member may only vote by representative, unless the Board in its absolute discretion approves in writing some other method of voting.

Appointment and removal of representatives

9.4 A Member which is a corporation may from time to time appoint a natural person as its sole representative in any matters connected with the Company, including as permitted by the Corporations Act.

9.4.1 A Member may appoint, and remove, its representative for the time being by written notice to the Secretary in such form as the Board may prescribe from time to time.

9.4.2 A document executed by a Member in accordance with section 127 of the Corporations Act (where applicable to the Member) is rebuttable evidence of the appointment, or removal, of the named representative.

9.4.3 For the avoidance of doubt, a representative is entitled to exercise the powers of the Member which appointed him or her (in accordance with clause 9.2) and, where the Member is a Member, a representative present must be counted

towards a quorum on the basis that the Member is to be considered personally present at the general meeting by its representative.

Appointment of attorneys

9.5 If a Member executes or proposes to execute any document or do any act by or through an attorney which affects the Company or the Member's membership of the Company, the Member must promptly provide the Company with any or all of the following upon written request from the Company:

9.5.1 The original executed instrument appointing the attorney, for notation.

9.5.2 A certified copy of the original executed instrument appointment the attorney, for the Company to retain.

9.5.3 Any other evidence the Company may request from time to time regarding the power of attorney, including evidence that the power of attorney is effective and remains in force.

Appointment of proxies

9.6 A Member may appoint another person as their proxy to attend and vote instead of the Member. A proxy need not be a Member.

9.6.1 A document appointing a proxy must be in writing, in any form permitted by the Corporations Act and signed by the Member making the appointment.

9.6.2 A document appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where the document so provides, the proxy is not entitled to vote on the resolution except as specified in the document.

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

Verification of proxies

9.7 Before the time for holding the meeting or adjourned meeting at which a proxy proposes to vote, both of the following documents must be deposited with the Company:

9.7.1 The document appointing the proxy.

9.7.2 If the appointment is signed by the appointor's attorney, the authority under which the appointment was signed or a certified copy of that authority (even if previously provided to the Company in accordance with clause 9.5).

9.8 Those documents must be received at the Office, at a fax number at the Office or at another place, fax number or electronic address specified for that purpose in the notice convening the meeting not less than 24 hours before the time for holding the meeting.

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

Validity of proxies

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

Revocation of appointment of proxy

- 9.11 A vote given in accordance with the terms of a proxy document or power of attorney is valid despite the occurrence of any one or more of the following events if no 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:

9.11.1 The previous death or unsoundness of mind of the principal.

9.11.2 The revocation of the instrument or of the authority under which the instrument was executed.

10 NON-MEMBER STAKEHOLDERS

Non-Member Stakeholders

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

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

10.2.1 is not a Member;

10.2.2 has applied to become a Non-Member Stakeholder in accordance with any procedures or policies applicable to Non-Member Stakeholders as may be determined by the Board from time to time (including if applicable payment of any fee determined by the Board from time to time); and

10.2.3 who has been admitted by the Board as a Non-Member Stakeholder.

- 10.3 A Non-Member Stakeholder:

10.3.1 is not a Member of the Company and has none of the rights enjoyed by a Member under this document and the Corporations Act;

10.3.2 has the right to attend but not speak or vote at any general meeting of the Company;

10.3.3 may be granted access to certain sections of any website maintained by or on behalf of the Company that are not accessible to the general public;

10.3.4 may be invited to attend certain events hosted by the Company which are not open to the general public; and

10.3.5 has such other rights not inconsistent with this clause 10 as the Board may determine from time to time.

10.4 The Board may determine from time to time that Non-Member Stakeholders will be referred to by some other name or names, provided that any such name could not reasonably be misconstrued as representing that Non-Member Stakeholders are Members or otherwise enjoy the same rights as a company's members.

Admission as a Non-Member Stakeholder

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

10.6 The Board does not have to give reasons for accepting or rejecting an application for admission as a Non-Member Stakeholder.

10.7 If an application for admission as a Non-Member Stakeholder is rejected, the Secretary must notify the applicant in writing of that fact within a reasonable period.

10.8 If an applicant is admitted as a Non-Member Stakeholder the Secretary, must notify the applicant of that fact in writing in such form as the Board may determine from time to time and the name and details of the applicant must be entered in a register of Non-Member Stakeholders maintained for this purpose.

Removal

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

11 APPOINTMENT AND RETIREMENT OF DIRECTORS

Structure of the Board

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

11.1.1 The Board must send a copy of the current Skills Matrix (if any) to a Member within 10 business days' of written request by the Member.

Qualifications of Directors

11.2 A Director need not be employed by or otherwise associated with a Member of the Company.

11.3 Any recommendation expressed by the Nominations Committee regarding an individual's suitability for election or appointment as a Director will be taken into account by the Board and the Members (as applicable) but is advisory only and is not binding on the Board or the Members.

Number of Directors

11.4 The number of Directors must not be less than three nor more than nine, unless and until otherwise determined in accordance with this constitution.

11.4.1 There will be a preference for between seven and nine Directors holding office at any time, where practicable.

11.5 The Members in general meeting may, by ordinary resolution, increase or reduce the number of Directors and may also determine in what rotation the increased or reduced number of Directors will vacate their offices.

Director categories

11.6 Subject to the other provisions of this clause 11, each Initial Director and each subsequent Director upon election or appointment (as the case may be), must be assigned a 'Director category', being either 'Category A', 'Category B' or 'Category C', for the purposes of determining the Director's indicative term of office and the manner in which Directors will retire by rotation, as follows:

Director category	Initial term of office	Subsequent term of office
Category A	Until the close of the First AGM	Until the close of the Company's Fourth AGM or each successive third AGM thereafter (as applicable) Example: If the First AGM is held in 2012, a 'Category A' Director's term of office will end at the close of the First AGM and thereafter at the close of the AGM held in 2015, 2018, 2021 and so on (as applicable).
Category B	Until the close of the Second AGM	Until the close of the Fifth AGM or each successive third AGM thereafter (as applicable) Example: If the first AGM is held in 2012, a 'Category B' Director's term of office will end at the close of the AGM held in 2013, 2016, 2019 and so on (as applicable).
Category C	Until the close of the Third AGM	Until the close of the Sixth AGM or each successive third AGM thereafter (as applicable) Example: If the first AGM is held in 2012, a 'Category C' Director's term of office will end at the close of the AGM held in 2014, 2017, 2020 and so on (as applicable).
	Note: The above terms of office: <ul style="list-style-type: none"> apply only with respect to 	Note: The above terms of office: <ul style="list-style-type: none"> apply with respect to subsequent term of office (if any) of the Initial Directors

Director category	Initial term of office	Subsequent term of office
	<p>the Initial Directors and each Initial Appointed Director (if any); and</p> <ul style="list-style-type: none"> are indicative only and are subject to the other provisions of this clause 11. 	<p>and each Initial Appointed Director (if any);</p> <ul style="list-style-type: none"> apply with respect to any term of office of any subsequent Directors; and are indicative only and are subject to the other provisions of this clause 11.

Initial Directors and Initial Appointed Directors

- 11.7 The Initial Directors and each Initial Appointed Director (if any) must be assigned Director categories as follows, and otherwise in accordance with clause 11.8:

Director category	Elected or appointed	Initial term of office
Category A	Elected	Until the close of the First AGM
Category A	Elected	Until the close of the First AGM
Category A	Appointed	Until the close of the First AGM
Category B	Elected	Until the close of the Second AGM
Category B	Elected	Until the close of the Second AGM
Category B	Appointed	Until the close of the Second AGM
Category C	Elected	Until the close of the Third AGM
Category C	Elected	Until the close of the Third AGM
Category C	Appointed	Until the close of the Third AGM
<p>Note: an 'elected' Director is a Director who is elected by the members in general meeting in accordance with clause 11.17, whereas an 'appointed' Director is a Director appointed by the Board in accordance with clause 11.19. The Initial Directors and each Initial Appointed Director (if any) are deemed to be 'elected Directors' or 'appointed Directors' for the purposes of this clause 11, as set out above.</p>		<p>Note: the above terms of office are indicative only and are subject to the other provisions of this clause 11</p>

- 11.8 The Director categories must also be assigned in accordance with the following principles, subject always to the requirements set out in clause 11.7:

- 11.8.1 **Initial Directors:** If the Initial Directors cannot agree on the assignment of Director categories amongst themselves, the categories must be assigned by lot.
- 11.8.2 **Initial Appointed Directors:** If there are less than nine Initial Directors, each Initial Appointed Director (if any) must be assigned a Director category such that when the Board first comprises nine Directors after the date this

constitution is adopted, there will be three Directors assigned to the 'Category A' Director category, three Directors assigned to the 'Category B' Director category and three Directors assigned to the 'Category C' Director category. If the Initial Directors cannot agree on the assignment of Director categories to the Initial Appointed Directors amongst themselves, the categories must be assigned by lot. Each Initial Appointed Director will be 'appointed' for the purposes of the above table.

Subsequent Directors

11.9 Subject to clause 11.10, each subsequent Director who is elected or appointed (as the case may be) will be assigned the Director category that applies to the Director whom he or she is replacing, if applicable. Otherwise, the Director category to be assigned to the Director will be determined by the Board with reference to the following principles:

11.9.1 Wherever possible there should be an identical number of Directors assigned to each Director category holding office.

11.9.2 Where this cannot be achieved (because the number of Directors for the time being is not evenly divisible by three) the Director category must be assigned as follows:

- (a) Where one Director category has fewer Directors assigned to it than the other Director categories, that Director category.
- (b) Otherwise, the Director category must be determined randomly from among the least-represented Director categories for the time being.

11.10 A Director who is re-elected or re-appointed (as the case may be) will retain his or her existing Director category.

Election and appointment of Directors

11.11 Without limiting the Members' rights under clause 11.20 or the Corporations Act, Directors will either be:

11.11.1 elected by the Members in general meeting in accordance with clause 11.17; or

11.11.2 appointed by the Board (or the sole Director) in accordance with clause 11.19,

with the number of Directors to be elected, and appointed, in any given year to be determined as follows:

	Number of Directors	Applicable Director categories
Number of Directors elected, and applicable Director categories	Up to six elected Directors	<ul style="list-style-type: none"> • Two Category A • Two Category B • Two Category C

	Number of Directors	Applicable Director categories
Number of Directors appointed, and applicable Director categories	Up to three appointed Directors	<ul style="list-style-type: none"> • One Category A • One Category B • One Category C

Note: the Initial Directors and each Initial Appointed Director (if any) are deemed to be 'elected Directors' or 'appointed Directors' for the purposes of the above table, as determined in accordance with clause 11.7.

Term of office

11.12 Subject to the other terms of this constitution, a Director will hold office for a maximum period ending at the close of the relevant AGM of the Company determined in accordance with clause 11.6 for that Director category.

11.13 A retiring Director is eligible for re-election or re-appointment, save that a Director will be ineligible for re-election or re-appointment after holding office for three consecutive three-year terms. For the avoidance of doubt:

11.13.1 Each Initial Director and each Initial Appointed Director (if any) is eligible to be re-elected (or re-appointed) for only two additional consecutive three-year terms as a Director immediately following the Director's initial term of office, even if the Director's initial term of office is less than three years.

11.13.2 Clause 11.13 does not prevent a former Director from subsequently being elected or appointed as a Director in accordance with this constitution, provided that a period of at least 23 consecutive calendar months has passed since the person last held the office of Director.

Retirement of Directors

11.14 At the First AGM and at each AGM of the Company thereafter, the Directors who must retire from office are all of the Directors for the time being that are assigned the applicable Director category (namely, 'Category A', 'Category B' or 'Category C'), as determined in accordance with clause 11.6.

11.15 A Director retiring at an AGM may act as a director until the conclusion of that meeting and is eligible for re-election or re-appointment to the extent permitted by law and this constitution.

11.16 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 the time of giving the notice to the Company and the expiration of the period, if any, specified in the notice.

Election of Directors

11.17 At the First AGM and at each AGM thereafter, the Members may elect a number of Directors equal to or less than the number determined in accordance with clauses 11.6 and 11.11 from the nominations, as follows:

11.17.1 The Board may determine each of the following matters, and does not have to give reasons for making any such determination:

- (a) whether the election of Directors will be conducted by Ballot or by voting at the relevant AGM, in the Board's absolute discretion; and
- (b) the applicable skills, competencies and/or experience (if any) that a candidate nominated for election must possess to be eligible to be elected to a specific vacant Director position, having reference to the Skills Matrix (if any) and the current composition of the Board but otherwise in the Board's absolute discretion.

11.17.2 Nominations for the position of Director to be voted upon by Members may be submitted by a Member or a Director (whether or not the Director is due to retire from office at the close of the relevant AGM). Any such nomination must:

- (a) be in writing and signed by the proposer and (if not the same as the proposer) the nominee for election;
- (b) be accompanied by a consent to act as a Director signed by the nominee for election, as required under the Corporations Act; and
- (c) be submitted to the Board and received by the Board by no later than 40 business days prior to the Polling Date (if the election is to be conducted by Ballot in accordance with clause 8) or by no later than 40 business days prior to the date of the AGM (if the election to be conducted at the AGM).

11.17.3 A nomination may be withdrawn by the relevant nominee for election or the relevant proposing Member or Director as follows:

- (a) If the election is to be conducted at the AGM, the nomination may be withdrawn at any time prior to the relevant AGM by giving written notice to the Secretary, with a copy to the Board.
- (b) If the election is to be conducted by Ballot in accordance with clause 8, the nomination may be withdrawn at any time prior to the Polling Date by giving written notice to the Secretary, with a copy to the Board.

11.17.4 The following rules apply to Director elections, whether conducted by Ballot in accordance with clause 8 or conducted at the relevant AGM:

- (a) The Nominations Committee will review all nominations for the position of Director and provide advice to the Board in accordance with the Nominations Committee Charter.
- (b) The Board must only consider nominations for the position of Director that satisfy all of the requirements set out in clause 11.17.2 (**Valid Nominations**). The Board must reject all nominations that are not Valid Nominations. The Board does not have to give reasons for determining that a particular nomination is or is not a Valid Nomination.
- (c) The Board may, having reference to the Skills Matrix, the current composition of the Board and any determination made by the Board under clause 11.17.1(b) but otherwise in the Board's absolute discretion, determine which of the Valid Nominations will be Approved Candidates, and which (if any) will be rejected and hence not submitted to Members. The Board may also determine, with respect to one or more vacant Director positions, the applicable skills, competencies and/or experience (if any) that an Approved Candidate must possess to be eligible to be elected to a specific vacant Director position, and the Approved Candidates who are eligible to be elected to that vacant Director position. The Board does not have to give reasons for approving or rejecting any Valid Nominations or for making any determination under this clause 11.17.4(c), and its decision is final and cannot be overridden by any person.
- (d) The Board must provide notice of the Approved Candidates, and (if applicable) identify the Approved Candidates who are eligible to be elected to specific vacant Director positions, to all Members in accordance with this constitution by no later than 20 business days prior to the Polling Date (if the election is to be conducted by Ballot in accordance with clause 8) or by no later than 20 business days prior to the date of the AGM (if the election to be conducted at the AGM).
- (e) The election of Directors must be conducted (as applicable) by means of a Ballot in accordance with clause 8 or by means of a show or hands or poll at the relevant AGM in accordance with the Corporations Act and this constitution (including clauses 11.17.5 and 11.17.6). This applies even where the number of Approved Candidates for the position of Director is equal to or less than the number of positions to be filled.

11.17.5 Where the election of Directors is to occur by means of a show of hands or poll at the relevant AGM, a list shall be prepared as follows:

- (a) The list may group the Approved Candidates according to the vacant Director positions and the applicable skills, competencies and/or experience (if any) that the Board has determined under clause 11.17.4(c) that an Approved Candidate must possess to be eligible to be elected to a specific vacant Director position. To avoid doubt, this may result in the list identifying individual vacant Director positions and the particular Approved Candidates who are eligible to contest the relevant Director position, even if this means that only one Approved Candidate would be eligible to be elected to a particular Director position.
- (b) Subject to clause 11.17.5(a), the list may only contain the names of each of the Approved Candidates, in alphabetical order along with the number of vacancies to be filled, and each Member present and voting at the AGM shall be entitled to vote for any number of such Approved Candidates not exceeding the number of vacancies. In the event of an equal vote for two or more candidates, the returning officer will determine the respective rankings for the purposes of the election by lot.

11.17.6 Where there is not a sufficient number of Approved Candidates or the Members do not otherwise elect a sufficient number of Directors under that election process, the relevant Director position not filled shall remain vacant until that vacancy is filled in accordance with this clause 11.17 or clause 8.6 at the next AGM, or filled by the Directors in accordance with clause 11.19.

11.18 A Director elected by the Members must be assigned a Director category in accordance with clauses 11.9 and 11.10 and will hold office for a maximum period determined in accordance with clause 11.6.

Appointment of Directors and casual vacancies

11.19 The Board, or if there is only one Director, that 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. A Director appointed by the Board must be assigned a Director category in accordance with clause 11.9 (or, if an Initial Appointed Director, in accordance with clauses 11.7 and 11.8) and will hold office for a maximum period determined in accordance with clause 11.6.

Removal from office

11.20 The Members in general meeting may by ordinary resolution remove a Director from office and may by ordinary resolution appoint another person as a replacement. The replacement Director will be assigned a Director category in accordance with clause 11.9 and will hold office for a maximum period determined in accordance with clause 11.6.

- 11.21 For the avoidance of doubt, the Members are not obliged to liaise with the Nominations Committee either before or after exercising powers of removal or appointment under clause 11.20.

Vacation of office

- 11.22 In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Corporations Act or another provision of this constitution, the office of Director immediately becomes vacant if any of the following occurs:
- 11.22.1 The Director becomes an insolvent under administration.
 - 11.22.2 The Director becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health.
 - 11.22.3 The Director is absent from at least two consecutive Board meetings, or at least four Board meetings over a consecutive period of 12 months, without the prior written consent of the Board.
 - 11.22.4 The Director becomes prohibited from being a director by reason of an order made under the Corporations Act or the Director is removed from any office under the ACNC Act.

12 DIRECTORS' REMUNERATION

Determination of fees

- 12.1 The Directors must be paid by way of fees for their services, with the amounts, if any, determined from time to time by the Members in general meeting.
- 12.2 Directors' fees accrue from day to day.

Additional services rendered

- 12.3 A Director may be paid a fee in return for any extra services actually rendered to the Company in a professional or technical capacity (other than within his or her ordinary duties as a Director):
- 12.3.1 with the prior approval of the Board; and
 - 12.3.2 where the amount payable does not exceed a commercially reasonable amount.
- 12.4 A fee payable in accordance with clause 12.3 may be paid either by fixed sum or salary determined by the Board.

Payment for expenses

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

13 POWERS OF THE BOARD

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

14 PROCEEDINGS OF DIRECTORS

Convening of Board meetings

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

Notice of Board meetings

- 14.2 The person convening a Board meeting must ensure that notice of the Board meeting is given to each Director at least 24 hours before the meeting or at another time determined by Board resolution, except:

- 14.2.1 All Directors may waive in writing the required period of notice for a particular meeting.
- 14.2.2 It is not necessary to give a notice of a meeting of Directors to a Director who is out of Australia or who has been given leave of absence by the Board.

Mode of meeting for Directors

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

Quorum at Board meetings

- 14.4 At a Board meeting, the number of Directors whose presence is necessary to constitute a quorum is equal to one half of the number of Directors holding office at the time plus one (rounded up to the next highest whole number) or another number determined by Board resolution from time to time.

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

- 14.5.1 appoint additional Directors to the number necessary for a quorum in accordance with clause 11.19; or
- 14.5.2 convene a general meeting of the Company.

Voting at Board meetings

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

Appointment of Chair

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

Chairperson's vote at Board meetings

- 14.9 The Chair (or other Director chairing the meeting in accordance with clause 14.8) has a second or casting vote at Board meetings.

Participation where Directors interested

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

No disqualification

- 14.13 Subject to compliance with the Corporations Act, a Director or any entity in which the Director has a direct or indirect interest (as applicable) may:
- 14.13.1 Enter into a contract or arrangement with an Associated Party.
 - 14.13.2 Hold any office or place of profit (other than auditor) in an Associated Party.
 - 14.13.3 Act in a professional capacity (or be a member of a firm that so acts) other than as auditor of an Associated Party.
- 14.14 Despite the fiduciary nature of a Director's office and the Director's fiduciary obligations:
- 14.14.1 Any contract or arrangement entered into in accordance with clause 14.13.1 by the Director or any entity in which the Director has a direct or indirect interest is not invalid or voidable
 - 14.14.2 A Director may do any of the things specified in clause 14.13 without any liability to account to the Company or any other person for any direct or indirect benefit accruing to the Director or any entity in which the Director has a direct or indirect interest.

Exercise of rights

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

Delegation of powers

- 14.16 The Board may delegate any of its powers to any person, as the Board sees fit. This includes delegating any of the Board's powers to committees consisting of Directors or other persons (as the Board sees fit).
- 14.17 An authorised delegate's exercise of a power in accordance with this constitution is to be treated as the exercise of that power by the Board.
- 14.18 A delegate must conform to the directions of the Board in the exercise of any powers delegated to the delegate.

Board committees

- 14.19 The Board may establish one or more committees to provide advice and recommendations to the Board on specified matters (among any other functions determined by the Board, which may but need not include the exercise of power delegated by the Board in accordance with clause 14.16).
- 14.20 The Board may, with respect to a committee:
- 14.20.1 Specify in writing from time to time the terms of reference and functions of the committee.
 - 14.20.2 Appoint such persons as the Board considers appropriate to the committee (including, if thought fit, one or more Directors), and remove any such person from the committee at any time by written notice or otherwise in accordance with the terms of reference of that committee.
 - 14.20.3 Specify the period and conditions (including as to remuneration, if any) of any such appointment to the committee.
 - 14.20.4 Terminate the committee at any time.

Nominations Committee

- 14.21 The Board may establish a Nominations Committee as a committee of the Board, to provide advice and recommendations to the Board and/or the Members on specified matters (among any other functions and/or powers determined by the Board from time to time, not being inconsistent with this clause 14).
- 14.22 The Board may, from time to time, in its absolute discretion, amend or replace the Nominations Committee Charter or dissolve the Nominations Committee.
- 14.23 The composition of the Nominations Committee will be determined by the Board in accordance with the Nominations Committee Charter, and accordingly the Board may, in

its absolute discretion, determine from time to time whether Members will be entitled to appoint any members of the Nominations Committee.

14.24 The Board may from time to time, in its absolute discretion, determine whether or not the Nominations Committee will exercise any delegated authority in accordance with clause 14.16.

14.25 All references to the Nominations Committee in this constitution (other than in this clause 14 and clause 22.1) will be of no force or effect:

14.25.1 Until such time as the Board has established the Nominations Committee in accordance with clause 14.21.

14.25.2 If the Nominations Committee has been dissolved.

Proceedings of committees

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

Validity of acts of Directors etc

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

Minutes

14.28 The Board must cause minutes of all proceedings of general meetings, of Board meetings and of subcommittees formed by the Directors to be entered, within one month after the relevant meeting is held, in books kept for the purpose.

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

Resolution in writing

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

14.30.1 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.

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

15 SECRETARY

15.1 The Board may appoint one or more Secretaries and may at any time terminate the appointment or appointments.

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

16 INDEMNITY AND INSURANCE

Indemnity

16.1 Every officer and past officer of the Company may be indemnified by the Company, to the fullest extent permitted by law, against a liability incurred by that person as an officer of the Company or a subsidiary of the Company, including without limitation legal costs and expenses incurred in defending an action.

Insurance premiums

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

17 SEALS AND EXECUTION OF DOCUMENTS

Custody of Seal

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

Execution of documents

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

17.2.1 By two Directors.

17.2.2 By a Director and the Secretary.

17.2.3 By a Director and some other person appointed by the Directors for the purpose.

17.3 Nothing in this clause 17 limits the manner in which the Company may execute a document without the use of a Seal.

Official seals

- 17.4 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 Board.

18 GIFT FUND REQUIREMENTS

Company to maintain a Gift Fund

- 18.1 The Company must maintain a Gift Fund in accordance with this clause 18 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.

Rules applying to the Gift Fund

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

18.2.1 The Gift Fund must have a name.

18.2.2 The Company must maintain sufficient documents to provide evidence of the Gift Fund's purpose and operations.

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

18.2.4 The following must be credited to the Gift Fund:

(a) All gifts of money or property to the Company for the Principal Purpose.

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

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

18.2.6 The Company must use any gifts, money or property of the kind referred to in clause 18.2.4 only for the Principal Purpose.

Winding up of Gift Fund

- 18.3 Despite clause 19, if the Gift Fund is wound up or the Company 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 charitable 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 18, any surplus assets of the Gift Fund that is being wound up may be transferred to any other charitable gift fund operated by the Company.

Definitions

- 18.4 In this clause 18 the following definitions apply:

DGR means a 'deductible gift recipient' within the meaning of section 30-227 of ITAA 97.

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

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

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

19 SURPLUS ASSETS ON WINDING UP OR DISSOLUTION

19.1 Subject always to clause 18.3, upon the winding up or dissolution of the Company, any remaining property after satisfaction of all debts and liabilities, will not be paid to or distributed among the Members, but will be given or transferred to some other charitable institution or company which satisfies both of the following requirements:

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

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

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

20 ACCOUNTS, AUDIT AND RECORDS

Accounts

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

Reports

20.2 To the extent required by the ACNC Act or as otherwise required by law, the Board must cause the Company to:

20.2.1 prepare financial reports;

20.2.2 prepare directors' reports;

20.2.3 notify each Member of the Member's right to receive reports from the Company; and

20.2.4 provide Members with reports, in a form and within such timeframe,

as required by the ACNC Act or otherwise required by law.

Audit

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

Rights of inspection

- 20.4 Subject to the Corporations Act:

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

20.4.2 Despite clause 20.4.1, the Board may refuse access to a document where the Board (acting reasonably) considers that such access would or would be likely to cause the Company to lose the benefit of any form of evidentiary privilege, including legal professional privilege.

21 NOTICES

Persons authorised to give notices

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

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

Method of giving notices

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

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

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

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

Addresses for giving notices to Members

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

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

Address for giving notices to the Company

- 21.6 The street and postal address of the Company is the Office.
- 21.7 The facsimile number or email address of the Company is the number which the Company may specify by written notice to the Members as the facsimile number or email address to which notices may be sent to the Company.

Time notice of meeting is given

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

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

Time other notices are given

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

- 21.9.1 If delivered in writing to the street address of the addressee, at the time of delivery.
- 21.9.2 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.
- 21.9.3 If sent by facsimile or email to the facsimile number or email address of the addressee, at the time transmission is completed.

Proof of giving notices

- 21.10 The sending of a notice by facsimile or email and the time of completion of transmission may be proved conclusively by production of the relevant one of the following:
- 21.10.1 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.
- 21.10.2 A print out of an acknowledgment of receipt of the email or equivalent proof that the email was successfully transmitted.

Persons entitled to notice of meeting

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

22 DEFINITIONS AND INTERPRETATION

Definitions

- 22.1 In this constitution the following definitions apply:

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

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

AGM means an annual general meeting of the Company.

Approved Candidate means a person whose candidacy for election as a Director has been approved by the Board in accordance with clause 11.17.4(c).

Associated Party means each of the following:

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

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

Board means Directors acting as the board of the Company.

Chair means the Director elected under clause 14.7 to preside as chairperson at Board meetings for the time being.

Company means Wentworth Healthcare Limited ACN 155 904 975 which may trade as 'Nepean Blue Mountains Medicare Local' or such other name as the Board may choose from time to time.

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

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

Fifth AGM means the fifth annual general meeting of the Company, anticipated to be held during the 2016 calendar year.

First AGM means the first annual general meeting of the Company, anticipated to be held during the 2012 calendar year.

Fourth AGM means the fourth annual general meeting of the Company, anticipated to be held during the 2015 calendar year.

Initial Appointed Director means a Director appointed by the Board in accordance with clause 11.19 prior to the First AGM.

Initial Director means a Director who is identified in the application to register the Company as having consented to become a Director upon its incorporation.

Initial Member means a Member who was a Member at the time of the Company's registration.

Insolvency Event means, in relation to a Member, anything that reasonably indicates that there is a significant risk that the Member is or will become unable to pay its debts as they fall due. This includes any of the following (as applicable):

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

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

Nominations Committee means a committee that may be established by the Board in accordance with clause 14.21.

Nominations Committee Charter means a document setting out the terms of reference of the Nominations Committee, as may be amended, revoked or replaced from time to time by the Board in accordance with clause 14.22.

Non-Member Stakeholder has the meaning given in clause 10.1.

Office means the registered office of the Company.

Organisation means a single legal person that is not a natural person. For the avoidance of doubt, this includes a company registered under the Corporations Act and an incorporated association or other body corporate established or registered under another Act of Parliament, but excludes a partnership, trust, unincorporated association, sole trader or other individual human being.

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

Primary Health Care means:

- (a) the entry point or first level of care to the health care system for individuals, the family and community; and
- (b) a particular approach to care which is concerned with continuing care, accessibility, community involvement and collaboration between sectors.

Region means the applicable geographic region in which the Company conducts its core activities, as may be determined by the Board from time to time. Broadly speaking, this is the Nepean Blue Mountains region in New South Wales covering the Blue Mountains, Hawkesbury, Lithgow and Penrith local government areas.

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

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

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

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

Second AGM means the second annual general meeting of the Company, anticipated to be held during the 2013 calendar year.

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

Sixth AGM means the sixth annual general meeting of the Company, anticipated to be held during the 2017 calendar year.

Skills Matrix means the matrix of competencies, skills and/or experience or equivalent document (if any) adopted by the Board from time to time that specifies the desired range

of competencies, skills and/or experience to be demonstrated by the Directors and the Board for the time being, taking into account the Company's needs and objectives and other relevant matters at the time.

Termination Event means:

- (c) An Insolvency Event occurs in respect of the Member.
- (d) If a Member is a body corporate, the deregistration or other dissolution of that Member.

Third AGM means the third annual general meeting of the Company, anticipated to be held during the 2014 calendar year.

Valid Nomination has the meaning set out in clause 11.17.4(b).

Interpretation

22.2 In this constitution, unless the context otherwise requires:

- 22.2.1 A reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this constitution.
- 22.2.2 A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time.
- 22.2.3 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this constitution (however, a schedule or attachment does not form part of this constitution).
- 22.2.4 Where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 22.2.5 A word which indicates the singular indicates the plural, a word which indicates the plural indicates the singular, and a reference to any gender indicates the other genders.
- 22.2.6 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or public authority.
- 22.2.7 A reference to 'dollars' or '\$' means Australian dollars.
- 22.2.8 References to the word 'include' or 'including', or to the word 'exclude' or 'excluding', are to be interpreted without limitation.
- 22.2.9 Headings are inserted for convenience only and do not affect the interpretation of this constitution.

- 22.2.10 A reference to a time of day means that time of day in the place where the Office is located.
- 22.2.11 A reference to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in the place where the Office is located.
- 22.2.12 Where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day.
- 22.2.13 A term of this constitution which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.
- 22.2.14 A reference to a Member's 'attorney' means a person (not being the Member's representative or proxy) empowered by the Member in a manner recognised by law to act on the Member's behalf.

References to this constitution

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

Replaceable rules

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

Application of Corporations Act

- 22.5 Unless the context otherwise requires:
- 22.5.1 An expression used but not defined in this constitution has the same meaning given in the Corporations Act.
- 22.5.2 Where an expression referred to in clause 22.5.1 has more than one meaning in the Corporations Act and a provision of the Corporations Act deals with the same matter as the relevant clause of this constitution, the expression has the same meaning as in that provision.
- 22.6 Subject to clause 22.4, for so long as the Company is a Registered Entity the provisions in Part 2G.2 and Part 2G.3 of the Corporations Act are incorporated into this constitution by reference as if they are repeated in full, to the maximum extent that such incorporation does not require the Company to contravene the ACNC Act or any law or binding regulation of the ACNC.