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CONSTITUTION

WESTERN HEALTH ALLIANCE LTD

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Corporations Act 2001 (Cth)

Public company limited by guarantee

WESTERN HEALTH ALLIANCE LTD ACN 605 922 156

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 \$10.00 to the assets of the Company if it is wound up while they are 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 OBJECT

2.1 The object of the Company is to promote the prevention or the control of diseases (including the Diseases) in human beings.

2.2 In order to promote its object, the Company will:

2.2.1 improve health outcomes and the patient journey by developing integrated and coordinated health services and programs, including:

(a) promoting high patient care standards and increased access to services;

(b) including people and their communities in planning and delivery of services; and

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

(d) providing support to clinicians and health service providers to improve their patient care;

2.2.2 identify health needs of the community and commission locally focussed and responsive health services to improve local patient care, including:

(a) analysing and reporting on primary health care service gaps;

- (b) identifying strategies to improve health outcomes and quality of services including for disadvantaged or under-serviced groups; and
 - (c) measuring health outcomes improvement;
- 2.2.3 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 and primary mental health care;
 - (b) support strategies to close the gap and improve the health and wellbeing of Aboriginal people;
 - (c) developing innovative solutions; and
 - (d) ensuring sustainability and value;
- 2.2.4 raise money to further the aims of the Company and secure sufficient funds for the purposes of the Company;
- 2.2.5 receive any funds and distribute those funds in a manner that best attains the object of the Company; and
- 2.2.6 do all such things as are incidental, convenient or conducive to the attainment of all or any of the above.

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, in each case until such time as the relevant person ceases to be a Member under clause 5.
- 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's objects (if any) and activities must be consistent with, and make a substantial contribution towards, the Company's object.
- 3.3 Each Initial Member is deemed to satisfy the above requirements as at the date this constitution is adopted.

Rights of Members

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

Membership not transferable

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

Trust and related arrangements

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

Members

- 3.7 A Member must do all of the following:
- 3.7.1 Pay the application fee determined in accordance with clause 4.1 (if any).
 - 3.7.2 Pay the annual subscription determined in accordance with clause 4.2 (if any).
 - 3.7.3 Comply with the provisions of this constitution.
- 3.8 A Member has the right to receive notices of any general meeting, attend and be heard at any general meeting and vote at any general meeting.

Form of application

- 3.9 An application for membership must comply with the following requirements:
- 3.9.1 It must be signed by the applicant.
 - 3.9.2 It must be accompanied by the application fee determined in accordance with clause 4.1 (if any) and the annual subscription determined in accordance with clause 4.2 (if any).
 - 3.9.3 It must be accompanied by such documents or evidence as to qualification for membership as the Board may determine from time to time.

Admission to membership

- 3.10 A person is not entitled to apply for membership of the Company unless the person is an Organisation and the Board, in its absolute discretion, invites it in writing to apply to

become a Member. The Board does not have to give reasons for inviting, or not inviting, a person to apply for membership of the Company.

- 3.11 For the avoidance of doubt, the Board may from time to time implement processes relating to membership applications that are consistent with the requirements of this Constitution.
- 3.12 The Board must consider an application for membership that satisfies the requirements of clause 3.9 and is submitted in accordance with clause 3.10 as soon as practicable after its receipt and determine (with reference to the eligibility criteria set out in clause 3.2 but otherwise in the Board's absolute discretion) the admission or rejection of the applicant. For the avoidance of doubt, the Board may delegate the review of applications for membership to other persons, but the final decision whether to admit or reject an applicant is reserved to the Board alone.
- 3.13 The Board does not have to give reasons for admitting or rejecting an applicant for membership.
- 3.14 If an application for membership is rejected, the Secretary must notify the applicant in writing of that fact within a reasonable period and refund to the applicant any application fee and any annual subscription paid by the applicant.
- 3.15 If an applicant is accepted for membership, the Secretary must notify the applicant of admission in such form as the Board may determine from time to time and the name and details of the applicant must be entered in the Register.
- 3.16 An applicant that is accepted for membership becomes a Member when the applicant's name is entered in the Register.

Register of Members

- 3.17 A register of the Members of the Company must be kept in accordance with the Corporations Act.
- 3.18 The following details must be entered in the Register in respect of each Member:
- 3.18.1 The full name of the Member including the ACN or ABN of a Member that is a body corporate.
- 3.18.2 The address of the Member (being the registered address in the case of a corporate Member).
- 3.18.3 The date on which the entry of the Member's name in the Register is made.
- 3.19 The Register must also show the following information, which may be kept separately from the rest of the Register:
- 3.19.1 The name and details of each entity which stopped being a Member within the last 7 years.

- 3.19.2 The date on which each such entity stopped being a Member.
- 3.20 The Company may also keep further registers recording other information about Members that is not required to be kept under the Corporations Act, for example:
- 3.20.1 The telephone number, facsimile number and email address (as applicable) of the Member.
- 3.20.2 The full name, address, telephone number, facsimile number and email address (as applicable) of the Member's representative.
- 3.20.3 Such other information as the Board may require.
- 3.21 Each Member must notify the Secretary in writing of any change in that Member's name, address, telephone or facsimile number or email address within one month after the change.

4 APPLICATION FEE AND ANNUAL SUBSCRIPTION

Application fee

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

Annual subscription

- 4.2 The annual subscription payable by a Member is such sum as the Board may prescribe from time to time. For the avoidance of doubt, the annual subscription may be different for different Members and may be nil. All annual subscriptions are due and payable in advance on 1 July in each year.

Unpaid annual subscriptions

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

5 REMOVAL AND CESSATION OF MEMBERSHIP

Resignation

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

- 5.2 Without limiting clause 5.12, the resignation of a Member is deemed to take effect from the date of receipt of the notice of resignation or such later date as is provided in the notice.

Other cessation of membership

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

Failure to pay

- 5.4 If a Member has not paid all arrears of annual subscriptions in accordance with clause 4.2 or, if paid, the Member's rights and privileges are not reinstated by the Board in accordance with clause 4.3, all of the following apply in respect of that Member:

5.4.1 The Member remains liable for all the obligations and liabilities of membership for six months after the date of notification under clause 4.3.

5.4.2 Without limiting clause 5.12, the Member ceases to be a Member and the Member's name must be removed from the Register at the end of the six month period.

Removal from membership

- 5.5 The Board may convene a meeting of Members to consider the removal of a Member from the Register if the Board in its absolute discretion resolves that the Member is no longer considered suitable for membership of the Company including where (in the Board's opinion):

5.5.1 the Member no longer satisfies the eligibility criteria set out in clause 3.2; or

5.5.2 the Member has committed any act or omission which is unbecoming of a Member or which has adversely affected the Company's interests or has the potential to do so.

- 5.6 The Board does not have to give reasons for recommending the removal of any Member from the Register.

- 5.7 The Board must provide at least two month's written notice to any Member of any intention to remove the Member from the Register, so as to enable the Member to provide any written representations to the Company in response within 20 business days of the date of receiving such written notice from the Board.

- 5.8 Where a Member referred to in clause 5.7 makes any written representations and the Member requests that the representations be notified to Members of the Company, the Company must do both of the following:

5.8.1 State that the representations have been made in any notice of the resolution given to Members of the Company.

- 5.8.2 Send a copy of the representations to every Member of the Company to whom the notice of the meeting has been or is sent.
- 5.9 The requirements in clause 5.8 do not apply to the Company if the Company receives the Member's representations later than the deadline specified in clause 5.7.
- 5.9.1 If a copy of the representations is not so sent because they were received too late or because of the Company's default, the Member referred to in clause 5.7 may, without affecting any right to be heard orally, require the representations be read out at the meeting.
- 5.10 Despite clauses 5.8 and 5.9, copies of the representations need not be sent out and the representations need not be read out at the meeting if the Board is satisfied on reasonable grounds that the rights conferred by clause 5.8 are being abused, including to secure publicity for a defamatory matter.
- 5.11 An ordinary resolution of Members is required to pass the necessary resolution to remove the Member referred to in clause 5.7 under clause 5.5.

Consequences of resignation or other cessation of membership

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

6 NO PROFITS FOR MEMBERS

Transfer of income or property

- 6.1 Subject to clauses 6.2 and 19, the Company may not pay or transfer any income or property, directly or indirectly, to any Member.

Payments, services and information

- 6.2 Nothing in this clause 6 prevents the Company from:
- 6.2.1 making a payment in good faith to a Member in carrying out the Company's charitable purposes;
- 6.2.2 making a payment in good faith of any of the following:
- (a) remuneration to any officers or employees of the Company for services actually rendered to the Company (including payment of directors' fees in accordance with clause 11.1);
 - (b) an amount to any Member in return for any services actually rendered to the Company or for goods supplied to the Company by

the Member on commercial arm's-length terms or terms more favourable to the Company;

- (c) reasonable and proper interest on money borrowed from any Member;
- (d) reasonable and proper rent for premises let by any Member to the Company;
- (e) reimbursement of expenses reasonably and properly incurred by any Member on the Company's behalf with the consent of the Board; or
- (f) indemnification of a current or former officer of the Company who is or was a Member, or payment of premiums on contract of insurance for any current or former officer of the Company that is or was a Member, to the extent permitted by law and this constitution.

7 GENERAL MEETINGS

Convening of meetings by Directors

7.1 Any Director may convene a general meeting.

Convening of meetings by Members

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

Notice of general meeting

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

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 greater of:
- 7.7.1 two Members entitled to vote at the meeting (whether present by representative, proxy or attorney); and
 - 7.7.2 the number equal to 20% of the total number of Members entitled to vote at the meeting (whether present by representative, proxy or attorney), rounded up to the next highest whole number.
- 7.8 If a quorum is not present within half an hour from the time appointed for the meeting or a longer period allowed by the chairperson:
- 7.8.1 If the meeting was convened by or on the requisition of Members, it must be dissolved.
 - 7.8.2 Otherwise, it must stand adjourned to the same day in the next week at the same time and place or to another day and at another time and place determined by the Board.
- 7.9 If a meeting has been adjourned to another time and place determined by the Board, not less than five business days' notice of the adjourned meeting must be given in the same manner as in the case of the original meeting.

Quorum at adjourned general meetings

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

Appointment of chairperson

- 7.11 Every general meeting must be chaired by a chairperson. The chairperson will be determined as follows:
- 7.11.1 If the Board has elected a Director as Chair in accordance with clause 13.7, that person is entitled to chair every general meeting.
 - 7.11.2 Secondly, if the Board has elected a Director as Deputy Chair in accordance with clause 13.8, that person is entitled to chair that meeting if either of the following applies:
 - (a) No Chair has been elected in accordance with clause 13.7.
 - (b) The Chair is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act.

- 7.11.3 Thirdly, the Directors present at the meeting must elect one of their number to chair that meeting if either of the following applies:
- (a) No Chair has been elected in accordance with clause 13.7, and no Deputy Chair has been elected in accordance with clause 13.8.
 - (b) Neither the Chair nor the Deputy Chair is present within 15 minutes after the time appointed for the holding of the meeting, or if present is not willing to act.
- 7.11.4 Fourthly, the Members entitled to vote at the meeting present 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 their absolute discretion, refuse any person admission to a general meeting, or expel the person from the general meeting and not permit them to return, if the chairperson reasonably considers that the person's conduct is inappropriate. Inappropriate conduct in a general meeting includes:
- 7.14.1 The use of offensive or abusive language which is directed to any person, object or thing.
 - 7.14.2 Attendance at the meeting while under the influence of any kind of drug, or using or consuming any drug at the meeting, including any alcoholic substance.
 - 7.14.3 Possession of any article, including a recording device or other electronic device or a sign or banner, which the chairperson considers is dangerous, offensive or disruptive or likely to become so.

Adjournment of meetings

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

Voting on show of hands

- 7.16 At a general meeting a resolution put to the vote of the meeting must be decided on a show of hands 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 In a case of an equality of votes, whether on a show of hands or on a poll, the chairperson of a general meeting does not have a second or casting vote in addition to any votes they 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 they 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 to any of Director positions 'A1', 'A2', 'B1', 'B2', 'C1' or 'C2' is to occur by means of a Ballot (as opposed to where the election of Directors is to occur by means of a show of hands or poll at the relevant AGM), the following rules apply in addition to the general rules set out in clauses 8.1 to 8.5:
- 8.6.1 The requirements of clause 10.12.3 apply for all nominations for the position of Director to be voted upon by Members by means of a Ballot.
- 8.6.2 A nomination may be withdrawn by the relevant candidate, the relevant proposing Member or the relevant retiring Director at any time prior to the issue of the Ballot paper by giving written notice to the Secretary.
- 8.6.3 The requirements of clause 10.12.5 apply to Director elections conducted by Ballot.

- 8.6.4 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.
- 8.6.5 Without limiting clause 8.6.7, the Board must ensure that the Ballot paper to be sent to Members contains only the names of each of the Approved Candidates for election, in alphabetical order along with the number of vacancies to be filled, and enables each Member to specify the manner in which the Member votes on each proposed resolution. The Board may also cause the Ballot paper to be accompanied by an explanatory statement detailing any information the Board considers appropriate.
- 8.6.6 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.
- 8.6.7 Where the number of Approved Candidates for the position of Director is equal to or less than the number of vacant positions to be filled by the Members in a Ballot, each of those Approved Candidates is deemed to be elected and will be so declared at the relevant AGM, and a Ballot shall not 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 in accordance with 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 body corporate may from time to time appoint a natural person as its sole representative in any matters connected with the Company, including as permitted by the Corporations Act.
- 9.4.1 A Member may appoint, and remove, its representative for the time being by written notice to the Secretary in such form as the Board may 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 them (in accordance with clause 9.2) and a representative present must be counted towards a quorum on the basis that the Member is to be considered personally present at the general meeting by its representative.

Appointment of attorneys

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

Appointment of proxies

- 9.6 A Member may appoint another person as their proxy to attend and vote instead of the Member. A proxy need not be, or be associated with, a Member.
- 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 prior to a meeting or a vote being taken as required by this constitution.

Revocation of appointment of proxy

- 9.11 A vote given in accordance with the terms of a proxy document or power of attorney is valid despite the revocation of the instrument or of the authority under which the instrument was executed if no notice in writing of the revocation has been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the document is used.

10 APPOINTMENT AND RETIREMENT OF DIRECTORS

Structure of the Board

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

Number of Directors

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

Election and appointment of Directors

10.3 Without limiting the Members' rights under clause 10.18 or the Corporations Act, Directors will either be:

10.3.1 elected by the Members in accordance with clause 10.12, with up to six Directors occupying 'elected' Director positions 'A1', 'A2', 'B1', 'B2', 'C1' and 'C2' as set out in the table in clause 10.4; or

10.3.2 appointed by the Board (or the sole Director) in accordance with clause 10.14 or clause 10.15, with up to three Directors occupying 'appointed' Director positions 'A3', 'B3' and 'C3' as set out in the table in clause 10.4,

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

Director positions

10.4 The Board will consist of the following Director positions:

Director position	Details ¹	Initial term of office ⁴	Subsequent term of office ⁴
A1	Elected Director position.	Until the close of the First AGM.	Until the close of the Fourth AGM and each successive third AGM thereafter (as applicable).
A2	Elected Director position.	Until the close of the First AGM.	Until the close of the Fourth AGM and each successive third AGM thereafter (as applicable).
A3	Appointed Director position.	Until the close of the First AGM.	Until the close of the Fourth AGM and each successive third AGM thereafter (as applicable).
B1	Elected Director position.	Until the close of the Second AGM.	Until the close of the Fifth AGM and each successive third AGM thereafter (as applicable).
B2	Elected Director position.	Until the close of the Second AGM.	Until the close of the Fifth AGM and each successive third AGM thereafter (as applicable).

Director position	Details ¹	Initial term of office ⁴	Subsequent term of office ⁴
B3	Appointed Director position.	Until the close of the Second AGM.	Until the close of the Fifth AGM and each successive third AGM thereafter (as applicable).
C1	Elected Director position.	Until the close of the Third AGM.	Until the close of the Sixth AGM and each successive third AGM thereafter (as applicable).
C2	Elected Director position.	Until the close of the Third AGM.	Until the close of the Sixth AGM and each successive third AGM thereafter (as applicable).
C3	Appointed Director position.	Until the close of the Third AGM.	Until the close of the Sixth AGM and each successive third AGM thereafter (as applicable).

Note: a table setting out the identity of each person who has served as a Director since the Company's date of registration, including the Director position assigned to them and their period of office, is set out in Schedule 1, current to just prior to the Second AGM.

- 10.5 Each Director upon election or appointment (as the case may be) must be assigned a Director position in accordance with the table set out in clause 10.4 and the other rules set out in this clause 10, for the purposes of determining each Director's indicative term of office and the manner in which Directors will retire by rotation. For the avoidance of doubt, following the adoption of this constitution it is not necessary for the Directors to exercise their powers under clauses 10.14 and 10.15 within a particular timeframe, or at all.
- 10.6 Each subsequent Director who is elected or appointed (as the case may be) will be assigned the Director position that applies to the Director who they are replacing. If such a subsequent Director is not replacing another Director, the Director position to be assigned to them will be determined by the Board with reference to the following principles:
- 10.6.1 Subject to clause 10.6.6, to the extent that any of Director positions 'A1' to 'C3' are vacant at the time of the Director's election or appointment (as the case may be), the Director must be assigned the first vacant Director position in the descending alphabetical order set out in the table set out in clause 10.4.

- 10.6.2 If clause 10.6.1 applies to two or more newly-elected or appointed Directors (as the case may be), the applicable vacant Director positions must be assigned to them by lot unless those newly-elected or appointed Directors agree otherwise among themselves.
- 10.6.3 A Director position cannot be occupied by two or more Directors simultaneously.
- 10.6.4 A Director who is assigned any of the 'elected' Director positions 'A1', 'A2', 'B1', 'B2', 'C1' or 'C2' cannot change or re-assign Director positions while in office or when seeking re-election. However, this does not prevent:
- (a) a Director who has previously been assigned any of the 'appointed' Director positions 'A3', 'B3' or 'C3' from being elected to any of the 'elected' Director position 'A1', 'A2', 'B1', 'B2', 'C1' or 'C2' in accordance with clause 10.12 or appointed to any those 'elected' Director positions by the Board in accordance with clause 10.15; or
 - (b) a Director has previously been assigned any of the 'elected' Director positions 'A1', 'A2', 'B1', 'B2', 'C1' or 'C2' from being appointed to any of the 'appointed' Director positions 'A3', 'B3' or 'C3' by the Board in accordance with clause 10.14 or clause 10.15 (as the case may be).
- 10.6.5 Subject to clause 10.6.4, a Director who is re-elected or re-appointed (as the case may be) will retain their existing Director position.
- 10.6.6 The Board may reassign a Director who is assigned any of the 'appointed' Director positions 'A3', 'B3' or 'C3' to another vacant 'appointed' Director position.

Term of office

- 10.7 Subject to the other terms of this constitution, a Director will hold office for a maximum period ending at the close of the relevant AGM of the Company determined in accordance with the table in clause 10.4 for the Director position assigned to them.
- 10.8 A retiring Director is eligible for re-election or re-appointment, save that a Director will be ineligible for re-election or re-appointment after holding office for three consecutive terms. For the avoidance of doubt:
- 10.8.1 Each Director is eligible to be re-elected (or re-appointed) for only two additional consecutive 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 or more than three years.
 - 10.8.2 Clause 10.8.1 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 12 consecutive calendar months has passed since the person last held the office of Director.

Retirement of Directors

- 10.9 At the First AGM and at each subsequent AGM thereafter, the Directors who must retire from office are those assigned the applicable Director positions as set out in the table in clause 10.4 with respect to the relevant AGM.
- 10.10 A Director retiring at an AGM may act as a director until the conclusion of that meeting and is eligible for re-election or re-appointment to the extent permitted by law and this constitution.
- 10.11 A Director may also retire from office by giving notice in writing to the Company of that Director's intention to retire. A notice of resignation takes effect at the time which is the later of the time of giving the notice to the Company and the expiration of the period, if any, specified in the notice.

Election of Directors

- 10.12 At the First AGM and at each AGM thereafter, the process for electing Directors to any of Director positions 'A1', 'A2', 'B1', 'B2', 'C1' or 'C2' is as follows:
- 10.12.1 The Board may determine in its absolute discretion whether the election of Directors will be conducted by Ballot or by voting at that AGM.
- 10.12.2 Prior to a call for nominations, the Board will review the Skills and Attributes Matrix and determine the essential and/or desirable skills, experience and attributes required for the vacant 'elected' Director positions and advise the Nominations Committee and the Members of its determination.
- 10.12.3 Nominations for the position of Director, to be voted upon by Members by means of a Ballot or at an AGM (as determined by the Board in accordance with clause 8.1), may be submitted by a Member or a retiring Director. For the avoidance of doubt, the nominee for election need not be associated with a Member. Any such nomination must:
- (a) be in writing and signed by the proposer and the nominee for election;
 - (b) outline the skills, experience and attributes of the nominee, including how the nominee meets the required essential and/or desirable skills as notified by the Board under clause 10.12.2;
 - (c) be accompanied by a consent to act as a Director signed by the nominee for election, as required under the Corporations Act;
 - (d) be submitted to the Nominations Committee and received by the Nominations Committee by no later than 40 business days prior to the Polling Date (if the election is to be conducted by Ballot in

accordance with clause 8) or by no later than 40 business days prior to the date of the AGM (if the election to be conducted at the AGM).

- 10.12.4 A nomination may be withdrawn by the relevant nominee for election or the proposer at any time prior to the issue of the Ballot paper or relevant AGM by giving written notice to the Secretary, with a copy to the Nominations Committee.
- 10.12.5 The following rules apply to elections for vacant 'elected' Director positions, whether conducted by Ballot in accordance with clause 8 or conducted at the AGM:
- (a) The Nominations Committee must only consider nominations for the position of Director that satisfy all of the requirements set out in clause 10.12.3 (**Valid Nominations**). The Nominations Committee must reject all nominations that are not Valid Nominations. The Nominations Committee does not have to give reasons for determining that a particular nomination is or is not a Valid Nomination.
 - (b) The Nominations Committee must assess the Valid Nominations against the essential and/or required skills for the vacant elected Director positions in accordance with the Board's determination as notified by the Board under clause 10.12.2.
 - (c) Subject to clause 10.12.5(b), the Nominations Committee may, in its absolute discretion, determine which of the Valid Nominations will be Approved Candidates, and which (if any) will be rejected and hence not submitted to Members. The Nominations Committee must promptly notify the Board in writing of the Approved Candidates (including, if so determined by the Nominations Committee, a priority ranking of the Approved Candidates) after making that determination. The Nominations Committee does not have to give reasons for determining which of the Valid Nominations are Approved Candidates and which (if any) are rejected.
 - (d) The Board must provide notice of the Approved Candidates (including, if provided by the Nominations Committee, the Nominations Committee's priority ranking) 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) Where the number of Approved Candidates for the position of Director is equal to or less than the number of positions to be filled by the Members (whether by means of a by Ballot in accordance

with clause 8 or by voting at an AGM), each of those Approved Candidates is deemed to be elected and will be declared so accordingly at the relevant AGM, and a vote shall not be conducted. Otherwise, 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 of hands or poll in accordance with the Corporations Act and this constitution (including clauses 10.12.6 and 10.12.7).

10.12.6 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 containing only the names of each of the Approved Candidates, in alphabetical order along with the number of vacancies to be filled. Each Member present and voting at the AGM shall be entitled to vote for any number of such Approved Candidates not exceeding the number of vacancies. In the event of an equal vote for two or more candidates, the returning officer will determine the respective rankings for the purposes of the election by lot.

10.12.7 Where there is not a sufficient number of Approved Candidates or the Members do not otherwise elect a sufficient number of Directors under that election process, the relevant Director position not filled shall remain vacant until that vacancy is filled in accordance with this clause 10.12 or clause 8.6 at the next AGM, or filled by the Directors in accordance with clause 10.15.

10.12.8 If at any time there is no Nominations Committee, all references to the 'Nominations Committee' in this clause 10.12 are taken to be references to the Board, with the Board having the specified functions and powers until such time as there is a Nominations Committee.

10.13 A Director elected in accordance with clause 10.12 must be assigned a Director position in accordance with clauses 10.5 and 10.6 and will hold office for a maximum period determined in accordance with the table in clause 10.4 with respect to the Director position that the Director is assigned.

Appointment of Directors including to fill vacancies and casual vacancies

10.14 Subject to clause 10.17, the Board, or if there is only one Director, that Director, may at any time appoint a person to be a Director who is assigned Director position 'A3', 'B3' or 'C3' (as applicable) and who will hold office for a maximum period determined in accordance with the table in clause 10.4.

10.15 Subject to clause 10.17, the Board, or if there is only one Director, that Director, may at any time appoint a person to be a Director who is assigned any of Director positions 'A1', 'A2', 'B1', 'B2', 'C1' or 'C2' provided that:

10.15.1 the relevant Director position has never previously been assigned to a Director;

10.15.2 the seat has been left vacant following an AGM in accordance with clause 10.12.7; or

- 10.15.3 a casual vacancy has arisen in respect of that Director position.
- 10.16 A Director appointed by the Board under clause 10.15 will hold office for a maximum period determined in accordance with the table in clause 10.4.
- 10.17 From the date of the First AGM, the Board must consult with the Nominations Committee regarding the identity, skills, competencies and experience of the proposed appointee in light of the Skills and Attributes Matrix when the Board proposes to exercise a power of appointment. However, the Board is not obliged to follow any advice or recommendations that the Nominations Committee may provide to the Board with respect to the appointment or non-appointment of a person to fill the relevant Director position and the Board will retain absolute discretion with regards to the exercise of its power of appointment.

Removal from office

- 10.18 The Members in general meeting may by ordinary resolution remove a Director from office before the expiration of their term of office (as set out in the table in clause 10.4) by following the process set out in section 203D Corporations Act and may by ordinary resolution elect another person as a replacement. For the avoidance of doubt, the Members are not obliged to liaise with the Nominations Committee either before or after exercising powers of removal or election under this clause 10.18.

Vacation of office

- 10.19 In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Corporations Act or another provision of this constitution, the office of Director immediately becomes vacant if any of the following occurs:
- 10.19.1 The Director becomes an insolvent under administration.
- 10.19.2 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.
- 10.19.3 The Director becomes prohibited from being a director by reason of an order made under the Corporations Act or the Director is removed from any office under the ACNC Act.

No power to appoint alternate

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

11 DIRECTORS' REMUNERATION

Determination of fees

- 11.1 The Directors' fees for their services (if any) will be determined from time to time by the Members in general meeting. Directors' fees accrue from day to day.

Additional services rendered

- 11.2 Any Director may be paid a fee, salary or hourly rate in return for any services actually rendered to the Company in a professional or technical capacity (other than within their ordinary duties as a Director), provided that the Board has given its prior written approval to both the provision of the services and the proposed fee, salary or hourly rate.

Payment for expenses

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

12 POWERS OF THE BOARD

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

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

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

Notice of Board meetings

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

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

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

Mode of meeting for Directors

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

Quorum at Board meetings

- 13.4 At a Board meeting, the number of Directors whose presence is necessary to constitute a quorum is one half of the number of Directors holding office at the time plus one

(rounded up to the next highest whole number) or another number determined by Board resolution from time to time.

13.5 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:

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

13.5.2 convene a general meeting of the Company.

Voting at Board meetings

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

Appointment of Chair and Deputy Chair

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

13.7.1 The first Chair will hold office as Chair until the commencement of the first Board meeting following the close of the First AGM.

13.7.2 Subsequently, the Board will by resolution elect a Director as Chair at the first Board meeting following the First AGM or the most recent AGM (whichever is applicable), to hold office for a maximum period until the commencement of the first Board meeting following the next AGM.

13.7.3 Despite the above, the Board may by resolution remove the Chair as chairperson of Board meetings at any time and appoint another Director as Chair.

13.8 The Board may elect a Director as Deputy Chair at the first Board meeting following an AGM to hold office for a maximum period until the commencement of the first Board meeting following the next AGM. The Board may by resolution remove the Deputy Chair at any time and appoint another Director as Deputy Chair.

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

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

Term of office for Chair and Deputy Chair

13.11 Provided that they remain a Director, a retiring Chair or Deputy Chair is eligible for re-election to that office save that a Chair or Deputy Chair will be ineligible for re-election

after holding that office for five consecutive terms (as determined in accordance with clause 13.7 or clause 13.8, as applicable). For the avoidance of doubt:

13.11.1 Each Chair and Deputy Chair (if any) is eligible to be re-elected for only four additional consecutive terms of approximately one year each as Chair or Deputy Chair (as applicable) immediately following their initial term as Chair or Deputy Chair (as the case may be), even if their initial term of office is less than or greater than one year.

13.11.2 Clause 13.11 does not prevent a former Deputy Chair from subsequently being elected as Chair.

Chairperson's vote at Board meetings

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

Participation where Directors interested

13.13 A Director may be present and may vote on a matter before the Board if and to the extent that they are permitted to do so under the Corporations Act.

13.14 If there are not enough Directors to form a quorum as a result of a Director having an interest which disqualifies them from voting then one or more of the Directors (including those who have the disqualifying interest in the matter) may call a general meeting of the Company and the general meeting may pass a resolution to deal with the matter.

13.15 Subject to compliance with the Corporations Act, a Director may execute or participate in the execution of a document by or on behalf of the Company.

No disqualification

13.16 Subject to compliance with the law and clause 11.2, a Director or any entity in which the Director has a direct or indirect interest (as applicable) may:

13.16.1 Enter into a contract or arrangement with an Associated Party.

13.16.2 Hold any office or place of profit (other than auditor) in an Associated Party.

13.16.3 Act in a professional capacity (or be a member of a firm that so acts) other than as auditor of an Associated Party.

13.17 Despite the fiduciary nature of a Director's office and the Director's fiduciary obligations:

13.17.1 Any contract or arrangement entered into in accordance with clause 13.16.1 by the Director or any entity in which the Director has a direct or indirect interest is not invalid or voidable

13.17.2 A Director may do any of the things specified in clause 13.16 without any liability to account to the Company or any other person for any direct or

indirect benefit accruing to the Director or any entity in which the Director has a direct or indirect interest.

Exercise of rights

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

Delegation of powers

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

Clinical Councils

- 13.20.1 The Board will determine whether Clinical Councils should be established (by whatever name called) and the Board may determine from time to time (having reference to the terms of any funding arrangement between the Company and the Department as may be in force at the time):
- 13.20.2 The number and geographic representation of each Clinical Council.
- 13.20.3 The terms of reference and functions of each Clinical Council.
- 13.20.4 The composition of each Clinical Council from time to time, including whether any Director will serve on the relevant Clinical Council or otherwise attend its meetings or facilitate its proceedings.
- 13.20.5 Without limiting clause 6 or clause 11, whether any person serving on the relevant Clinical Council will be remunerated for their services.
- 13.20.6 Whether special interest groups, regional groups or other sub-groups should be formed or dissolved from time to time as part of the relevant Clinical Council.
- 13.20.7 The level of funding and other resources that may be made available to the relevant Clinical Council from time to time.
- 13.21 The Board may determine from time to time (having reference to the terms of any funding arrangement between the Company and the Department as may be in force at the time) whether a Clinical Council will be merged with another committee or dissolved.

13.22 The role of each Clinical Council is advisory only. Neither a Clinical Council, nor any participant in a Clinical Council, will have Board representation rights or other formal decision-making power with respect to the Company or its governance or operations.

13.23 Any references to a Clinical Council in this constitution (other than in this clause 13 and clause 22.1) will be of no force or effect unless the Board has established at least one Clinical Council and it remains in existence at the relevant time.

Community Councils

13.24 The Board will determine whether Community Councils should be established (by whatever name called) and the Board may determine from time to time (having reference to the terms of any funding arrangement between the Company and the Department as may be in force at the time):

13.24.1 The number and geographic representation of each Community Council.

13.24.2 The terms of reference and functions of each Community Council.

13.24.3 The composition of the relevant Community Council from time to time, including whether any Director will serve on the relevant Community Council or otherwise attend its meetings or facilitate its proceedings.

13.24.4 Without limiting clause 6 or clause 11, whether any person serving on the relevant Community Council will be remunerated for their services.

13.24.5 Whether special interest groups, regional groups or other sub-groups should be formed or dissolved from time to time as part of the relevant Community Council.

13.24.6 The level of funding and other resources that may be made available to the relevant Community Council from time to time.

13.25 The Board may determine from time to time (having reference to the terms of any funding arrangement between the Company and the Department as may be in force at the time) whether a Community Council will be merged with another committee or dissolved.

13.26 The role of each Community Council is advisory only. Neither a Community Council, nor any participant in a Community Council, will have Board representation rights or other formal decision-making power with respect to the Company or its governance or operations.

13.27 Any references to a Community Council in this constitution (other than in this clause 13 and clause 22.1) will be of no force or effect unless the Board has established at least one Community Council and it remains in existence at the relevant time.

Aboriginal Health Council

- 13.28 The Board will establish an Aboriginal Health Council (by whatever name called). The Board may determine from time to time (having reference to the terms of any funding arrangement between the Company and the Department as may be in force at the time):
- 13.28.1 The terms of reference and functions of the Aboriginal Health Council.
- 13.28.2 The composition of the Aboriginal Health Council from time to time, including whether any Director will serve on the Aboriginal Health Council or otherwise attend its meetings or facilitate its proceedings.
- 13.28.3 Without limiting clause 6 or clause 11, whether any person serving on the Aboriginal Health Council will be remunerated for their services.
- 13.28.4 Whether special interest groups, regional groups or other sub-groups should be formed or dissolved from time to time as part of the Aboriginal Health Council.
- 13.28.5 The level of funding and other resources that may be made available to the Aboriginal Health Council from time to time.
- 13.29 The Board may determine from time to time (having reference to the terms of any funding arrangement between the Company and the Department as may be in force at the time) whether the Aboriginal Health Council will be merged with another committee or dissolved.
- 13.30 The role of the Aboriginal Health Council is advisory only. Neither the Aboriginal Health Council, nor any participant in the Aboriginal Health Council, will have Board representation rights or other formal decision-making power with respect to the Company or its governance or operations.
- 13.31 Any references to the Aboriginal Health Council in this constitution (other than in this clause 13 and clause 22.1) will be of no force or effect unless the Board has established the Aboriginal Health Council and it remains in existence at the relevant time.

Nominations Committee

- 13.32 The Board must establish a Nominations Committee (by whatever name called) as a committee of the Board, to provide advice and recommendations to the Board and/or the Members on specified matters, among any other functions and/or powers set out in this constitution or otherwise as determined by the Board from time to time (any such determination not being inconsistent with this constitution).
- 13.33 Subject to clause 13.32 and having reference to the terms of any funding arrangement between the Company and the Department as may be in force at the time, the Board may:
- 13.33.1 Specify in writing from time to time the terms of reference, membership and functions of the Nominations Committee, provided always that the terms of reference must:

- (a) require that the Nominations Committee, consists of not less than three Eligible Directors.
- (b) allow the Board to appoint up to two other persons who are not Directors or Officers of the Company as members of the Nominations Committee;
- (c) require that the Nominations Committee is chaired by an Eligible Director who is not the Chair;
- (d) prohibit a Director from remaining on the Nominations Committee if they are no longer an Eligible Director; and
- (e) enable the Board to appoint other persons as advisors to the Nominations Committee from time to time.

13.33.2 Without limiting clause 11, specify the remuneration (if any) of any person who may serve on the Nominations Committee from time to time.

13.34 All references to the Nominations Committee in this constitution (other than in this clause 13 and clause 22.1) will be of no force or effect unless the Board has established the Nominations Committee and a Nominations Committee is in existence at the relevant time.

Board committees

13.35 The Board may in its absolute discretion establish one or more committees to provide advice and recommendations to the Board on specified matters (among any other functions determined by the Board, which may but need not include the exercise of power delegated by the Board in accordance with clause 13.19).

13.36 The Board may, with respect to a committee:

13.36.1 Specify in writing from time to time the terms of reference and functions of the committee.

13.36.2 Appoint such persons as the Board considers appropriate to the committee (including, if thought fit, one or more Directors), and remove any such person from the committee at any time by written notice or otherwise in accordance with the terms of reference of that committee.

13.36.3 Specify the period and conditions (including as to remuneration, if any) from time to time of any such appointment to the committee.

13.36.4 Terminate the committee at any time.

Proceedings of committees

13.37 Except as provided in this constitution or in a direction of the Board (including if applicable the terms of reference of the relevant committee), the meetings and

proceedings of a committee formed by the Directors and/or other persons must be governed by the provisions of this constitution, in so far as they are applicable, as if meetings and proceedings of the committee are meetings and proceedings of the Board.

Validity of acts of Directors etc

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

Minutes

- 13.39 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.
- 13.40 The Board must cause all minutes, except resolutions in writing treated as determinations of the Board, to be signed by the chairperson of the meeting at which the proceedings took place or by the chairperson of the next succeeding meeting.

Resolution in writing

- 13.41 A resolution in writing signed by a majority of Directors entitled to vote on the resolution (excluding Directors who have requested and been given leave of absence by the Board) is to be treated as a determination of the Board passed at a Board meeting duly convened and held.
- 13.41.1 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, or alternatively may consist each Director affirming by electronic means that he or she supports the proposed resolution, and a document produced by mechanical or electronic means under the name of a Director with the Director's authority is considered a document in writing signed by the Director and is deemed to be signed when received in readable form.
- 13.41.2 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.

14 SECRETARY

- 14.1 The Board may appoint one or more Secretaries and may at any time terminate the appointment or appointments.
- 14.2 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.

15 CHIEF EXECUTIVE OFFICER

Appointment

15.1 The Board may from time to time appoint a person to the position of Chief Executive Officer for the period and on the terms (including as to remuneration and whether the position will be full-time or part-time) as the Board sees fit.

15.2 The Board may from time to time appoint another person to act temporarily as Chief Executive Officer if:

15.2.1 the Chief Executive Officer is absent from duty or from Australia or is (in the Board's determination) incapable of acting as the Chief Executive Officer; or

15.2.2 the position of Chief Executive Officer is vacant.

Termination

15.3 Subject to the law, the Board may terminate the appointment of the Chief Executive Officer. For the avoidance of doubt, the Company in general meeting has no power to terminate the appointment of the Chief Executive Officer or appoint a person to the position of Chief Executive Officer.

15.4 A person's appointment as Chief Executive Officer automatically terminates if they are appointed as a Director.

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 legal costs and expenses incurred in defending an action. For the avoidance of doubt, the ways in which the Company may do so include by entering into an 'Indemnity, Insurance and Access Deed' (or similar contract) from time to time with one or more officers or past officers of the Company.

Insurance premiums

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. For the avoidance of doubt, the ways in which the Company may do so include by entering into an 'Indemnity, Insurance and Access Deed' (or similar contract) from time to time with one or more officers or past officers of the Company.

17 EXECUTION OF DOCUMENTS

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

18 GIFT FUND REQUIREMENTS

Company to maintain a Gift Fund

- 18.1 To the extent required by law, the Company must maintain at least one Gift Fund in accordance with this clause 18.

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 the Gift Fund

- 18.3 Despite clause 19, if the Company wishes to wind up a Gift Fund or the Company's deductible gift recipient endorsement is revoked (whether or not the company is to be wound up), any surplus Gift Fund must be transferred to one or more charities determined by the Board:

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

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

18.3.3 that is or are "deductible gift recipients" within the meaning of ITAA 97.

- 18.4 For the avoidance of doubt, if a Gift Fund operated by the Company is wound up but the Company remains endorsed as a "deductible gift recipient" within the meaning of ITAA 97 and operates any other gift fund in accordance with this clause 18, any surplus Gift Fund that is being wound up may be transferred to any other charitable gift fund operated by the Company.

Definitions

- 18.5 In this clause 18 the following definitions apply:

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 object of the Company specified in clause 2, or any of those purposes.

19 SURPLUS ASSETS ON WINDING UP OR DISSOLUTION

- 19.1 If the Company is wound up, any surplus property must not be distributed to a Member or a former Member unless it is a charity described in clause 19.2.

- 19.2 Subject always to clause 18.3, any court order, the Corporations Act and any other applicable law, upon the winding up or dissolution of the Company any surplus property that remains after satisfaction of all debts and liabilities must be distributed to one or more charities:

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

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

19.2.3 that is or are "deductible gift recipients" within the meaning of ITAA 97 (but only if this is required by law); and

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

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 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 law:
- 20.4.1 The Board may determine whether and to what extent, and at what times and places and under what conditions, the records and other documents of the Company or any of them are open to the inspection of Members, and a Member does not have the right to inspect any document of the Company except as provided by law or authorised by the Board or by the Company in general meeting.
 - 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 2nd 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:

Aboriginal Health Council means the body to be established by the Board in accordance with clause 13.28.

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 Nominations Committee in accordance with clause 10.12.5(b).

Associated Party means each of the following:

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

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

Board means Directors acting as the board of the Company.

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

Chief Executive Officer has the meaning given in clause 15.

Clinical Council means any body to be established by the Board in accordance with clause 13.20.1.

Community Council means any body to be established by the Board in accordance with clause 13.24.

Company means Western Health Alliance Limited ACN **605 922 156** of 187 Brisbane Street Dubbo, NSW 2830.

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

Department means the Commonwealth of Australia acting through the Department of Health (and, as applicable, its successors).

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

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

Diseases include:

- (a) Diabetes.
- (b) Cancer.
- (c) Vascular disease.
- (d) Respiratory disease.
- (e) Mental health conditions.

- (f) Addictions.
- (g) Other chronic and long-term conditions.

Eligible Director means a Director who (in the Board's opinion) is not due to retire from office in accordance with the table set out in clause 10.4 in the next 12 months.

Fifth AGM means the fifth annual general meeting of the Company.

First AGM means the first annual general meeting of the Company, which was held during the 2016 calendar year.

Fourth AGM means the fourth annual general meeting of the Company.

Initial Member means each of Western NSW Medicare Local Ltd ACN 154 318 975, Far West NSW Medicare Local Ltd ACN 158 509 623, Bila Muuji Aboriginal Health Service Inc ABN 24 169 186 744 and Maari Ma Health Aboriginal Corporation ABN 39 056 645 930, being the Members at the time of the Company's registration.

Insolvency Event means:

- (a) In relation to a Member that is registered under the Corporations Act, a liquidator is appointed to the Member (subject to the Corporations Act) or the Member ceases to carry on its main business or notifies the Company that the Member is ceasing to carry on its main business.
- (b) In relation to a Member that is not registered under the Corporations Act, anything occurs in relation to the Member that reasonably indicates that there is a significant risk that the Member is or will be unable to pay the Member's debts as they fall due. This includes any of the following (as applicable):
 - A meeting of the Member's creditors being called or held.
 - A step being taken to wind the Member up.
 - 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.
 - The Member entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of the Member's creditors.
 - The Member ceases to carry on its main business or notifies the Company that the Member is ceasing 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 the committee established by the Board in accordance with clause 13.32.

Office means the registered office of the Company.

Officer has the meaning given in the Corporations Act.

Organisation means a single legal person that is not a natural person, being any of the following:

- (a) A company registered under the Corporations Act.
- (b) An incorporated association registered under State or Territory law.
- (c) Any other body corporate established or registered under another Act of Parliament.

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.

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

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

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

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

Second AGM means the second annual general meeting of the Company.

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.

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

- (a) An Insolvency Event occurs in respect of the Member.
- (b) The Member is deregistered or otherwise dissolved.

Third AGM means the third annual general meeting of the Company.

Valid Nomination has the meaning set out in clause 10.12.5(a).

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.
- 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 A reference to a time of day means that time of day in the place where the Office is located.
- 22.2.10 A reference to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in the place where the Office is located.
- 22.2.11 Where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day.
- 22.2.12 A term of this constitution which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

References to this constitution

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 extent that the ACNC Act or any law or binding regulation of the ACNC applies to the Company and this conflicts with one or more provisions in Part 2G.2 and Part 2G.3 of the Corporations Act, the Company must comply with (as applicable) the ACNC Act or that law or binding regulation, save that it is expressly intended by the Members that the Company must hold an AGM at least once in each calendar year and within five months after the end of its financial year.

SCHEDULE 1

Director positions, Directors and terms of office immediately prior to the Second AGM of the Company for the period since incorporation of the Company.

DIRECTOR POSITION	NAME OF DIRECTOR	TERM OF OFFICE
A1	David Simmons	Start date: 19 May 2015 Scheduled end date: close of the Fourth AGM
A2	Paul Collett	Start date: 19 May 2015 Scheduled end date: close of the Fourth AGM
A3	Robin Williams	Start date: 5 September 2016 Scheduled end date: close of the Fourth AGM
B1	Jamie Newman	Start date: 19 May 2015 Scheduled end date: close of the Second AGM
B2	Robert Davis	Start date: 19 May 2015 Scheduled end date: close of the Second AGM
B3	<i>[Vacant position]</i>	<i>[Not applicable]</i>
C1	Yvonne Rowling	Start date: 19 May 2015 Scheduled end date: close of the Third AGM
C2	Saranne Cooke	Start date: 19 May 2015 Scheduled end date: close of the Third AGM
C3	Tim Smyth	Start date: 11 August 2015 Scheduled end date: close of the Third AGM