



**Adopted by the members  
at the Annual General Meeting  
Wednesday October 28, 2015 RK Draft 3 April  
2019**

**STAR HEALTH GROUP LIMITED**

ACN 136 368 771  
ABN 74 711 038 580

**CONSTITUTION**

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A public company limited by guarantee under the  
*Corporations Act 2001* (Cth)

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## STAR HEALTH GROUP LIMITED

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### CONSTITUTION

#### 1 PURPOSES OF THE COMPANY

##### 1.1 Principal Purpose

The Principal Purpose of the Company is to:

1.1.1 provide benevolent, charitable and not-for-profit relief to people in need, in particular to people who suffer sickness, disability, helplessness, disadvantage or poverty; and

1.1.2 reduce the structural reasons for health inequity through preventative health treatments and programs,

through innovative, client-directed services and programs that take into account the context of the individual and the community.

##### 1.2 Supporting Purposes

In support of the Principal Purpose, the Supporting Purposes of the Company are to:

1.2.1 provide health and support services to people who face barriers to accessing them for a range of reasons, including:

- (a) sickness, illness, disease or disability;
- (b) the effects of age;
- (c) economic or social status; and/or
- (d) vulnerability and/or social isolation, including children and families at risk of family violence, indigenous communities and sex workers;

1.2.2 deliver a wide range of health and wellbeing services through community health centres, outreach locations and in-home, including:

- (a) physical health services including medical care, dental care, nursing, maternal/child health care and allied health care;
- (b) referral, case management and care coordination for vulnerable clients and/or those with a disability so that they obtain appropriate and timely care, especially post-hospitalisation to minimise or prevent the likelihood of hospital readmission;
- (c) psychological, counselling, case management and other services for people who are experiencing or at risk of experiencing mental illness;
- (d) counselling, case management and other support services to assist people experiencing drug and alcohol dependence to recover; and

- (e) assertive outreach, referral, case management and housing support to vulnerable or isolated people, including the elderly and people living in insecure housing or at risk of homelessness;
- 1.2.3 improve the social health and inclusiveness of the communities the Company serves, and encourage and facilitate participation for members of our community that are vulnerable and/or socially isolated through community development projects, programs and early intervention and prevention services;
- 1.2.4 provide holistic treatment to and management of people experiencing chronic diseases, including through education to reduce the impact of those diseases;
- 1.2.5 reduce the health inequity gap in our community by prioritising and assertively reaching out to those most in need, and undertaking targeted projects;
- 1.2.6 provide services and programs that are culturally appropriate, tailored to community needs and inclusive through the involvement and participation of consumers and community members in all aspects of the Company; and
- 1.2.7 do all lawful things consistent with, necessary or desirable to support and further the Principal Purpose.

### **1.3 Company powers as a body corporate**

- 1.3.1 Solely to carry out the Purposes, the Company may, in any manner permitted by the Corporations Act:
  - (a) exercise any power;
  - (b) take any action; and
  - (c) engage in any conduct or procedure,
 which under the Corporations Act a company limited by guarantee may exercise, take or engage in if authorised by its constitution.
- 1.3.2 Without limiting clause 1.3.1, the Company may pursue the Purposes by:
  - (a) raising money to further the Purposes and securing sufficient funds to pursue the Purposes; and
  - (b) receiving any funds and applying those funds in a manner that best attains the Purposes.

## **2 BENEVOLENT, CHARITABLE AND NOT-FOR-PROFIT NATURE OF THE COMPANY**

### **2.1 Income applied for the Purposes**

- 2.1.1 The income and property of the Company:
  - (a) must be applied solely towards the Purposes; and

- (b) must not be paid or given to a Member, directly or indirectly, by way of dividend, bonus or otherwise.

2.1.2 Clause 2.1.1 does not prevent the Company from paying a Member or Officer a reasonable and proper amount with the Board's prior approval in good faith for:

- (a) goods or services supplied to the Company;
- (b) interest on money lent to the Company; or
- (c) rent for premises let to the Company.

## **2.2 Benevolent and charitable purposes only**

Despite anything to the contrary in this Constitution, the Company is established:

- 2.2.1 solely to be a not-for-profit, charitable and benevolent institution; and
- 2.2.2 to pursue not-for-profit, charitable and benevolent Purposes in Australia only.

## **2.3 Winding up**

Subject to clause 2.4, the Company's surplus assets, after satisfying all liabilities on wind up or dissolution:

- 2.3.1 must not be paid or given to Members or former Members (unless the Member is an institution to which clause 2.3.2 applies); and
- 2.3.2 must be paid to one or more funds, authorities or institutions which:
  - (a) have charitable and benevolent purposes similar to the Purposes;
  - (b) prohibit their income and property from being paid to members on at least the terms of this clause 2;
  - (c) are registered under the ACNC Act if the Company had been;
  - (d) are income tax exempt under the ITAA if the Company had been;
  - (e) can receive deductible gifts under the ITAA if the Company could and on the same basis; and
  - (f) are selected at or before wind up or dissolution by:
    - (1) special resolution of the Members;
    - (2) failing clause 2.3.2(f)(1), by resolution of the Board;
    - (3) failing clause 2.3.2(f)(2), by application to the Victorian Supreme Court.

## **2.4 Surplus gifts**

On winding up of the Company or revocation of the Company's deductible gift recipient endorsement (whichever is the earlier), any surplus gifts, fundraising contributions or money received because of them as set out in section 30-125(6)(b)



of the ITAA must be transferred to one or more funds, authorities or institutions determined according to clause 2.3.2 which is also endorsed as a deductible gift recipient on the same basis as the Company.

### 3 MEMBERSHIP

#### 3.1 Limited liability of Members / guarantee

- 3.1.1 A Member's liability is limited to the guaranteed amount in clause 3.1.2.
- 3.1.2 If the Company is wound up, each Member and former Member in the previous year must contribute up to one dollar (\$1) towards:
- (a) the Company's liabilities contracted before the person ceased to be a Member; and
  - (b) costs, charges and expenses to wind up and adjust the rights of the contributories among themselves.

#### 3.2 Classes of Members and eligibility

The Members of the Company comprise:

- 3.2.1 ordinary Members who must be:
- (a) a natural person;
  - (b) 18 years old or more; and
  - (c) lives, works or cares for someone who lives or works in an Area;
- 3.2.2 life Members, being an ordinary Member or a person eligible to be an ordinary Member, admitted by Unanimous Board resolution with the Member's consent;
- 3.2.3 associate Members who are employees of the Company; and
- 3.2.4 such other voting or non-voting classes whose rights, benefits, privileges, entitlements, obligations, liabilities, eligibility and status will be determined by the Board.

#### 3.3 Limit on number of Members

The number of Members is unlimited unless the Members set a limit in general meeting.

#### 3.4 Role of Members

The role of the Members is to exercise their powers, obligations and responsibilities of Members, including to:

- 3.4.1 receive reports of the Company's activities (eg annual and financial reports);
- 3.4.2 appoint the Company's auditor at a general meeting;
- 3.4.3 attend general meetings;

~~3.4.4~~ ~~vote on special resolutions to approve changes to the Company's name, Constitution (including the Purpose, membership structure and Board structure) or legal structure;~~

~~3.4.5~~ ~~hold the Directors to account for the management, governance, activities and finances of the Company, including the power to remove Directors; and~~

~~3.4.6~~ ~~approve any decision to wind-up or deregister the Company.~~

### **3.4.3.5 Member rights and obligations**

~~3.4.4.3.5.1~~ Ordinary ~~Members, Life~~ Members and other voting Members have the right to receive notice of, attend, speak at and vote at general meetings ~~if they have paid their annual membership subscription.~~

~~3.4.2.3.5.2~~ Associate Members and other non-voting Members have the right to receive notice of, attend and speak at the annual general meeting, but may not vote at that meeting.

~~3.4.3~~ ~~Life Members have the right to receive notice of, attend, speak at and vote at general meetings without any requirement to pay an annual membership subscription.~~

### **3.5.3.6 Rights not transferrable**

A person's membership rights and privileges:

~~3.5.4.3.6.1~~ apply only whilst the person is a Member; and

~~3.5.2.3.6.2~~ are personal and may not be transferred or transmitted.

### **3.6.3.7 Membership period / ~~subscription fees~~**

The Board may determine:

~~3.6.4~~ ~~the membership period (including common expiry dates) and the timing for membership to be renewed;~~

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### **3.8 No membership fees**

~~3.6.2~~ ~~No fees are payable by Members, including any application fees to the Company in order to apply to become for membership, any entrance fee to, be admitted as or continue as a Member and any annual membership subscriptions; and~~

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~~3.6.3~~ ~~whether fees are refundable or non-refundable,~~

~~provided that a life Member is not required to pay any fees or subscriptions.~~

### **3.7.3.9 Register of Members, including closure of register**

~~3.7.4.3.9.1~~ The Company must maintain a register of Members in accordance with the Laws which contains the following details for current and recent former Members:

(a) name;

- (b) addresses for notices; and
- (c) membership start and end dates.

~~3.7.2~~3.9.2 The Board may establish Regulations which regulate closure of the register for up to 60 days per year.

~~3.7.3~~3.9.3 Separate to the register, the Company may maintain a database of personal Member details which are not used for notices.

### ~~3.8~~3.10 **Change of Member details**

A Member must notify the Company if the Member's addresses for notices change within 28 days of the change.

## **4 BECOMING AND CEASING TO BE A MEMBER**

### **4.1 Admission of Members**

- 4.1.1 The Board may admit in its absolute discretion a person as Member upon application by that person in accordance with any procedure, form and other requirement specified in the Regulations.
- 4.1.2 The Board must consider all membership applications within a reasonable time after their receipt but need not provide reasons for admitting or refusing to admit a person as Member.
- 4.1.3 Successful applicants become Members when they are added to the register of Members.

### **4.2 Resignation of Members**

- 4.2.1 A Member may resign as Member by written notice to the Company.
- 4.2.2 The resignation takes effect when the Company receives the Member's notice or on a later date specified in the notice.

### **4.3 Suspension of Members**

A Member's right to vote at a general meeting is suspended for the duration he or she:

- 4.3.1 is bankrupt or makes any arrangement or composition with the Member's creditors generally; or
- 4.3.2 ceases to have legal capacity.

However, any rights the Member has to attend and speak at general meetings will continue despite suspension of any right to vote.

### **4.4 Ceasing to be a Member**

A person automatically ceases to be a Member if the person:

- 4.4.1 does not renew the membership by the due date, if a membership period was set under clause 3.7;

~~4.4.2 has not paid the annual membership subscription for 12 months after the due date;~~

~~4.4.3~~4.4.2 becomes untraceable for 3 months because the Member cannot be contacted using the address on the register of Members; or

~~4.4.4~~4.4.3 dies.

#### 4.5 Disciplining Members

The Board may at any time terminate a person's Membership or warn, censure, suspend or expel a Member if the Member:

- 4.5.1 engages in Terminable Conduct, subject to:
  - (a) the decision being made by ~~the Board where at least 75% of the Directors currently holding office, whether or not they are present, and whether or not they vote, are in favour of the decision; Absolute Majority of the Directors;~~
  - (b) the Member being afforded a reasonable opportunity to respond, in accordance with any Regulations, to the Board's allegations; and
  - (c) the Member's appeal rights (if any) set out in the Regulations;
- 4.5.2 refuses or neglects to comply with the provisions of this Constitution or the Regulations;
- 4.5.3 is found guilty by a court of an indictable offence; or
- 4.5.4 has a debt to the Company which remains unpaid for one year or more.

#### 4.6 Grievance procedure

- 4.6.1 The grievance procedure in this clause 4.6 applies to disputes under this Constitution between:
  - (a) a Member and another Member; and
  - (b) a Member and the Board or the Company,
 but not a disciplinary matter being considered by the Board under clause 4.5.
- 4.6.2 The parties must first attempt to resolve the dispute themselves.
- 4.6.3 If the parties are unable to resolve the dispute, the Board must nominate a mediator who:
  - (a) has successfully completed an accredited mediation course ~~with LEADR & IAMA or a similar body;~~ or
  - (b) provides mediation services through the Dispute Settlement Centre Victoria (Department of Justice, Victoria).
- 4.6.4 If possible, the mediator must be nominated with the agreement of all parties.

- 4.6.5 The parties will equally bear the costs of engaging the mediator.
- 4.6.6 The mediator:
- (a) must not have a personal interest in the dispute;
  - (b) must not be biased in favour of or against any party; and
  - (c) may be a Member or former Member.
- 4.6.7 The mediator must call the parties together. The parties must participate in the mediation in good faith with a mutual objective to resolve the grievance to the satisfaction of both parties as soon as practicable.
- 4.6.8 Neither party may unnecessarily delay the mediation process. The mediator must attempt to facilitate an outcome that is satisfactory to both parties.
- 4.6.9 Any matter associated with the mediation is to remain confidential to the parties to the grievance unless permission is given by all parties.
- 4.6.10 At any time either party may cease the mediation process and attempt to resolve the dispute themselves or agree to seek arbitration.
- 4.6.11 If the parties are unable to resolve the dispute, the Board may require the dispute to be resolved by arbitration. The arbitrator must be appointed by (and, if possible, with the agreement of) the parties (and in the absence of agreement by the Board).

## **5 GENERAL MEETINGS**

### **5.1 Convening meetings — annual / special**

- 5.1.1 General meetings other than annual general meetings are called special general meetings.
- 5.1.2 The Board must convene and hold annual and special general meetings of the Members if required by the Law.
- 5.1.3 The Board or 2 Directors may convene special general meetings of the Members.

### **5.2 Ordinary and special business**

- 5.2.1 The ordinary business of an annual general meeting is to:
- (a) consider the Board's, financial and auditor's report;
  - (b) declare the Director election results;
  - (c) appoint an auditor if that office has or will become vacant at the meeting; and
  - (d) consider any other matter required by the Law.
- 5.2.2 Special business means:

- (a) for an annual general meeting — business which is not ordinary business according to clause 5.2.1; and
- (b) for a special general meeting — all business specified in the notice of meeting.

5.2.3 The notice of meeting must specify the general nature of any special business, unless the Law requires otherwise.

### 5.3 Notice of meeting

5.3.1 At least 21 days' notice of any general meeting must be given specifying the place, date and time of the meeting, unless the Law requires or permits some other period of notice.

5.3.2 Notice of every general meeting must be given in writing in accordance with clause 10.6 to:

- (a) every Director;
- (b) every Member entitled to attend who has supplied an address for notices to the Company; and
- (c) the Company's auditor.

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

5.3.4 Subject to the Law, a general meeting and any resolution passed at the meeting is not invalid merely because of:

- (a) the accidental omission to give notice of the meeting; or
- (b) the non-receipt of any such notice.

### 5.4 Postponement

5.4.1 The Board may postpone, relocate or cancel a general meeting which it convened by giving at least 5 days' notice to the Members.

5.4.2 Clause 5.4.1 does not apply to a meeting requisitioned by Members or convened by the Members, by individual Directors under clause 5.1.3 or by court order.

### 5.5 Quorum

5.5.1 A general meeting may not transact business unless a quorum is present when the meeting proceeds to business.

5.5.2 The quorum for general meetings is 10% or 20 voting Members present in person, whichever is lesser.

5.5.3 If a quorum is not present within half an hour of the time scheduled to start the general meeting:

- (a) the meeting, if requisitioned by Members, is dissolved; and

- (b) in any other case, the meeting is adjourned to such other place, date and time as the Board determines and notifies to Members (if required to do so by clause 5.7).

5.5.4 If a quorum is not present within 30 minutes from the scheduled time to start the adjourned meeting, the meeting is dissolved.

## **5.6 Meeting chair**

5.6.1 The Chair may chair a general meeting.

5.6.2 If the Chair is not present and willing to act the Deputy Chair may chair.

5.6.3 If the Chair and Deputy Chair are not present and willing to act:

- (a) the Directors present may choose one of their number to chair the meeting;
- (b) if no Director is present, or if all the Directors present decline to chair, the Members present must choose one of their number to chair.

5.6.4 In addition to powers conferred by Law, the meeting chair may:

- (a) determine the meeting's conduct and procedures to ensure proper and orderly discussion or debate;
- (b) make rulings without putting a question to the vote, or terminate discussion or debate and require that matter to be put to a vote;
- (c) refuse to allow debate or discussion on any matter which is not ordinary or special business; and
- (d) refuse any person admission to a general meeting (including for causing offence or disruption), or expel the person from the general meeting and not permit them to return.

5.6.5 All procedural decisions by the meeting chair are final.

## **5.7 Adjournment**

5.7.1 The meeting chair:

- (a) may, with the consent of any general meeting at which a quorum is present; and
- (b) must, if so directed by the meeting,

adjourn the meeting to some other time or place.

5.7.2 The adjourned meeting may only transact unfinished business from the original meeting.

5.7.3 If a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as required for the original meeting. It is not otherwise necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

## **5.8 Voting – show of hands / poll**

- 5.8.1 Unless a poll is demanded by the meeting chair or under clause 5.8.3, a resolution put to the vote of the general meeting must be decided by a show of hands.
- 5.8.2 A declaration by the meeting chair that a resolution has on a show of hands been carried, carried unanimously, carried by a particular majority or lost, and an entry to that effect made in the minutes is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 5.8.3 A poll must be held on a resolution before the general meeting if demanded on or before the meeting chair declaring the result by 3 or more voting Members.
- 5.8.4 The demand for a poll may be withdrawn.
- 5.8.5 If a poll is demanded:
- (a) when electing a meeting chair under clause 5.6 or on a question of adjournment, it must be taken immediately;
  - (b) otherwise, it must be taken at the general meeting at which it is demanded (or at its adjournment), in such manner as the meeting chair directs.
- 5.8.6 In the event of an equality of votes the meeting chair does not have a second or casting vote and the resolution is resolved in the negative.
- 5.8.7 Any dispute regarding voting must be referred to the meeting chair, whose decision is final.

## **5.9 Proxies**

Unless the Law requires otherwise, a Member may not appoint a proxy to act on the Member's behalf at any general meeting at which that Member may attend and vote.

## **5.10 Use of technology**

General meetings may be held at more than one place, provided that the technology that is used enables each Member present at all places the meeting is held to clearly and simultaneously communicate with every other such Member.

## **5.11 Members' ballot**

- 5.11.1 The Board may if it thinks fit submit any question or resolution to the vote of all Members entitled to a vote at a general meeting by Members' ballot, unless the Law requires a special or ordinary resolution to be passed at a general meeting.
- 5.11.2 The Board may determine in the Regulations:
- (a) the form of the Members' ballot;
  - (b) the polling date;
  - (c) the method for responding to the Members' ballot; and



- (d) whether voting on the circular resolution is to be by secret ballot.

## 6 BOARD

### 6.1 Structure of Board / Number of Directors

The Board will comprise between 6 and 10 Directors ~~as follows:~~appointed in accordance with clause 6.2.

~~6.1.1 6 directors by and from the Members in accordance with clause 6.2 ("Elected Directors");~~

~~6.1.2 up to 4 directors appointed by the Board in accordance with clause 6.3 ("Appointed Directors").~~

### ~~6.2 Election of Directors~~

~~6.2.1 The Secretary must give the Members four weeks' notice that nominations of candidates are due.~~

~~6.2.2 Nominations of candidates for election as a Director must be signed by the candidate, contain a consent to act as a Director signed by the candidate, and must be received at least 4 weeks before the general meeting.~~

~~6.2.3 If the number of nominations of candidates for election does not exceed the number of vacancies, those candidates will be declared elected at the general meeting.~~

~~6.2.4 If the number of nominations of candidates exceeds the number of vacancies, balloting lists must be printed containing in alphabetical order the names of the candidates nominated and sent to each Member who has held membership for more than one year at least 5 days before the general meeting.~~

~~6.2.5 The chairperson must announce the election result at the general meeting.~~

~~6.2.6 The election procedure may otherwise be set out in Regulations.~~

### ~~6.3 Appointment of Directors~~

#### 6.2 Procedure for appointment of Directors

~~6.3.1~~6.2.1 Subject to this Constitution, the Board must determine any other procedures or matters in relation to the conduct of the appointment of ~~Appointed~~ Directors and has the power to make Regulations for that purpose.

~~6.3.2~~6.2.2 Unless the Board resolves otherwise, the ~~Board~~Secretary:

- (a) is responsible for the conduct of the selection process of ~~Appointed~~ Directors; and
- (b) may decide all matters in relation to the conduct of the selection process, subject to this Constitution and the Regulations.

~~6.3.3~~6.2.3 Without limitation, the Regulations pursuant to clause ~~6.2.1~~6.3.4 ~~may~~must include the following requirements:

- ~~(a)~~ The opportunity to nominate to become a Director must be published prominently to the public in at least two ways.
- ~~(b)~~ It must be open to Members and other interested individuals to nominate to become a Director.
- ~~(c)~~ Members must be given notice of the selection process so that they have a reasonable opportunity (which must be not less than 21 days) to nominate themselves or some other person to become a Director.
- ~~(a)~~(d) ~~The Board Secretary may~~must convene a nominations committee (howsoever named) for the purpose of conducting the selection process, to be comprised of at least 3 members.
- ~~(b)~~ ~~The committee may, but is not required to, interview all candidates for becoming an Appointed Director.~~
- ~~(c)~~(e) ~~The~~The nominations committee may recommend candidates to be appointed as ~~Appointed~~ Directors on the basis of their skills, background and expertise deemed necessary or desirable by the Board (including, without limitation, to complement the ~~Elected~~existing Directors) for the effective operation of the Board.
- ~~(f)~~ The Board may appoint ~~Appointed~~ Directors after considering the recommendations from the nominations committee conducting the selection process.
- ~~(d)~~(g) The Board is not required to provide reasons for its decision to appoint or not-appoint Directors.

#### **6.4.6.3 Eligibility to be a Director**

A person is eligible to become a Director if he or she:

~~6.4.1~~ ~~in the case of Elected Directors~~ ~~is a voting Member;~~

~~6.4.2~~6.3.1 is over the age of 18 years;

~~6.4.3~~6.2 consents in writing to become a Director;

~~6.4.4~~6.3.3 is not prohibited or disqualified or otherwise prevented from being a director of a company under the Corporations Act or a responsible person of a registered charity under the ACNC Act; and

~~6.4.5~~6.3.4 is not an employee of the Company.

#### **6.5.6.4 Limits on period of office as a Director**

If a Director has served:

~~6.5.1~~6.4.1 9 years or more (excluding casual vacancies); or

~~6.5.2~~6.4.2 9 years or more continuously (excluding casual vacancies),

then the Director may finish serving his or her current term of office but is not eligible to be re-elected or appointed as a Director until he or she has not been a Director for a subsequent continuous period of 2 years (“**Absence**”). After the Absence, the person’s service as a Director before the Absence can be disregarded for the purposes of this clause ~~6.46-5~~.

### 6.66.5 Term of office of Directors

~~6.6.1~~ An Elected Director holds office:

- ~~(a) from immediately after the annual general meeting at which his or her election was declared;~~
- ~~(b) for a term of three years between annual general meetings;~~
- ~~(c) until the end of the third annual general meeting after the one at which his or her election was declared.~~

6.6.2 An Appointed Director holds office:

~~(a)~~6.5.1 from the date the Board resolves to appoint the person; and

~~(b)~~6.5.2 for a term of three years or a shorter period if the Board so determines by Absolute Majority at the time of appointment.

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### 6.76.6 Casual vacancies

~~6.7.1~~ If a casual vacancy occurs for any Elected Director office, the Board may appoint another eligible person in his or her place until the end of the next annual general meeting. The Members must then elect a person to fill the Elected Director in accordance with clause 6.2. The person elected will serve only for the balance of the term of the original Elected Director.

~~6.7.2~~6.6.1 If a casual vacancy occurs for any Appointed Director office, the Board may appoint another eligible person in his or her place until the end of the next annual general meeting.

~~6.7.3~~6.2 The Board may continue to act despite vacancies on the Board. However, if there are less than 3 Directors, the Board may only:

- (a) act in the case of emergencies;
- (b) appoint persons to fill casual vacancies; or
- (c) convene a general meeting.

### 6.86.7 Office bearers

~~6.8.4~~6.7.1 The Board may elect the following office bearers from the Directors:

- (a) Chair;
- (b) Deputy Chair; and
- (c) Treasurer.

~~6.8.2~~6.7.2 The Board may by Absolute Majority remove an office bearer.

### **6.96.8 Resignation of Directors**

~~6.9.16.8.1~~ A Director may resign as Director by written notice to the Company.

~~6.9.26.8.2~~ The resignation takes effect when the Company receives the Director's notice or on a later date specified in the notice.

### **6.106.9 Ceasing to be a Director**

~~6.10.16.9.1~~ The Members may remove any Director in accordance with the Corporations Act. If the Members remove any Director in accordance with the Corporations Act they may, at the same time, by ordinary resolution, appoint any person (without the requirement that a selection process be conducted under clause 6.2) to replace any Directors removed.

~~6.10.26.9.2~~ A directorship automatically ceases if the Director:

- (a) dies or is physically incapable of fulfilling his or her duties as a Director;
- (b) becomes disqualified from being a director pursuant to the Law;
- (c) is absent for more than 3 consecutive meetings of the Board without a leave of absence approved by the Board, excluding meetings convened in emergencies;
- (d) becomes a bankrupt or makes any arrangement or composition with personal creditors generally; or
- (e) ceases to have legal capacity.

### **6.116.10 No Director remuneration**

The Directors are not entitled to be paid remuneration for undertaking the ordinary duties of a Director.

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### **6.126.11 Director reimbursements**

Despite clause 2.1.1, the Directors may be reimbursed for reasonable travel and other expenses incurred by them when engaged in the Company's business, attending meetings or otherwise in carrying out the duties of a Director where payment does not exceed any amount previously approved by the Board.

### **6.136.12 Transitional arrangements**

~~6.13.1~~ ~~Despite clauses 6.2 and 6.6, any Director in office immediately before the start of the annual general meeting held in 2015 ("2015 AGM") not retiring at that meeting ("Transitional Directors") may continue in their term of office determined in accordance with the constitution in force immediately before the start of the 2015 AGM and:~~

- ~~(a) two Elected Directors will be elected at the annual general meeting held in 2016 ("2016 AGM") to replace those Transitional Directors who retire at the 2016 AGM; and~~

~~(b) — two Elected Directors will be elected at the annual general meeting held in 2017 (“2017 AGM”) to replace all remaining Transitional Directors, all of which must retire at the 2017 AGM.~~

~~6.13.2 — For the purposes of clause 6.5, a person’s service as a Director before 1 December 2009 is to be disregarded.~~

Despite clause 6.5, the term of office of any Elected Director under the former Constitution will be calculated in accordance with the former Constitution as in force before the adoption of this version of the Constitution.

## **7 BOARD POWERS**

### **7.1 Management vests in Board**

7.1.1 The Board is responsible for the governance, business and affairs of the Company. In addition to the specific powers conferred on the Board by this Constitution, the Board may exercise all the Company’s powers which are not by the Law or this Constitution required to be exercised by the Members in general meeting.

7.1.2 The powers under clause 7.1.1 are subject to:

- (a) this Constitution;
- (b) the Law; and
- (c) such resolution, not being inconsistent with those provisions, as may be passed by the Members in general meeting.

7.1.3 A resolution under clause 7.1.2 does not invalidate any prior act of the Board which would have been valid before the resolution was passed or made.

### **7.2 Power to delegate**

7.2.1 The Board may delegate its powers and functions in writing to:

- (a) an officer or employee of the Company; or
- (b) a committee under clause 9.

7.2.2 The Board may amend or revoke the terms of its delegation at any time.

### **7.3 Power to appoint Chief Executive Officer**

7.3.1 The Board may appoint a Chief Executive Officer on such terms and conditions as the Board determines from time to time.

7.3.2 The Board may remove a Chief Executive Officer, subject to the terms of any agreement between the Company and the Chief Executive Officer.

7.3.3 The Chief Executive Officer must attend Board meetings and general meetings, unless otherwise directed by the Board from time to time.

7.3.4 The Chief Executive Officer will be the only Company employee reporting directly to the Board, and will have the responsibilities determined by the Board.

7.3.5 The Board does not have the power to appoint a managing director.

#### 7.4 Power to appoint Company Secretary

7.4.1 The Board must appoint at least one Company Secretary as required by the Corporations Act on such terms and conditions as the Board determines from time to time.

~~7.4.2 Unless the Board resolves otherwise, the Chief Executive Officer is to be the Secretary.~~

~~7.4.3 A Secretary may attend Board meetings and general meetings, if so directed by the Board from time to time.~~

~~7.4.4 The Secretary will have the responsibilities set out in the Law.~~

#### 7.5 Power to make Regulations

7.5.1 The Board may from time to time by Absolute Majority make, vary and rescind Regulations in relation to the Company.

7.5.2 The Regulations for the time being in force, and which are not inconsistent with this Constitution, are binding on Members and have full effect accordingly.

7.5.3 Any Regulation made by the Board may be set aside by a special resolution of a general meeting of Members.

#### 7.6 Power to establish charter

7.6.1 The Board may adopt a Board governance charter (**Charter**) which describes how the Board ensures it operates effectively and efficiently to manage the Company's affairs.

~~7.5.3~~7.6.2 In the event of an any inconsistency between the Charter and this Constitution or the Regulations, the Constitution or Regulations will prevail.

### 8 BOARD MEETINGS

Subject to this clause 8, the Board may meet to consider business, adjourn and otherwise regulate its meetings as it thinks fit.

#### 8.1 Number of meetings

8.1.1 The Board must meet at least 8 times per year.

8.1.2 At the first meeting after the annual general meeting each year the Board must schedule the dates, times and places of ordinary Board meetings until the next annual general meeting. The Board must use reasonable endeavours to space its meetings evenly.

#### 8.2 Convening meetings

~~The Secretary must arrange a Board meeting~~The Board must be convened for a Board meeting:

8.2.1 at the request of the Chair; or

8.2.2 on the requisition of 2 or more Directors.

### **8.3 Notice of meeting**

8.3.1 At least 7 days' notice of any Board meeting must be given unless the Board decides otherwise.

8.3.2 The notice must specify the business to be transacted. The Board may only transact business of a routine nature unless notice of any other business has been given either in the notice convening the meeting or in some other notice given at least 7 days' before the meeting.

8.3.3 In emergencies, as much notice as is reasonably practicable must be given of the Board meeting. As long as the notice indicated there is an emergency, the Board may transact emergency business even if the notice did not specify the business to be transacted.

8.3.4 The decision of the meeting chair as to whether business is routine or whether there is an emergency is conclusive.

### **8.4 Quorum**

8.4.1 For a Board meeting, if the number of Directors holding office (excluding Directors on a leave of absence approved by the Board) is:

- (a) even — the quorum is half that number plus 1; and
- (b) odd — the quorum is half that number rounded up to the next whole number.

8.4.2 A meeting at which a quorum is present may exercise all powers and discretions of the Board.

8.4.3 If a Board meeting is adjourned due to lack of quorum, the Chair must set a further date for the adjourned meeting.

### **8.5 Chair**

8.5.1 The Chair may chair a Board meeting.

8.5.2 If the Chair is absent the Deputy Chair may chair.

8.5.3 In the absence of the Chair and the Deputy Chair, the Directors may appoint a meeting chair from among their number.

### **8.6 Voting**

8.6.1 Each Director present and entitled to vote at a Board meeting has one vote. Proxy voting and alternate Directors are not permitted.

8.6.2 In the event of an equality of votes the meeting chair does not have a second or casting vote and the resolution is resolved in the negative.

8.6.3 If a Board meeting was convened in an emergency, all resolutions must be passed by Absolute Majority.

**8.7 Use of technology**

The Board may hold a technology enabled meeting if:

- 8.7.1 all Directors (other than any Director on leave of absence) have access to the technology to be used for the meeting; and
- 8.7.2 those Directors participating by technological means can hear, or can hear and read the communications of all other participating Directors.

**8.8 Circulating resolutions**

~~8.8.1 A written resolution signed or approved by technological means (other than any Director on leave of absence) is taken to be a decision of the Board passed at a Board meeting convened and held.~~

~~8.8.2 The written resolution may consist of:~~

- ~~(a) several documents in the same form, each signed by one or more Directors and, such a resolution takes effect when the last Director signs such a document; or~~

~~permanent records indicating the identity of each Director, the text of the resolution and the Director's agreement or disagreement to the resolution, as the case may be, and such a resolution takes effect when the last Director indicates his or her approval.~~

8.8.1 The Board may make resolutions without meeting, provided that:

- (a) a majority of the Directors provide written support for the proposed resolution; and
- (b) no Director requests to discuss the proposed resolution in a Board meeting.

8.8.2 Any written resolution referred to in this clause 8.8 may be made using electronic means.

~~(b)8.8.3 The Board may make Regulations relating to the consideration and approval of written resolutions.~~

**8.9 Conflicts and personal interests**

- 8.9.1 A Director who has a material personal interest in a matter that relates to the affairs of the Company must give the other Directors written notice of the interest unless the Law requires otherwise.
- 8.9.2 A Director who has a material personal interest in a matter that is being considered by the Board must not be present while the matter is being considered, or vote on the matter, unless permitted to do so under the Law.

**8.10 Minutes**

8.10.1 The Board must ensure that minutes of all proceedings of general, Board and committee meetings are recorded in a minute book within one month after the relevant meeting is held.

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- 8.10.2 The minutes must be signed by the meeting chair at which the proceedings took place or by the meeting chair of the next succeeding meeting.
- 8.10.3 Minutes entered and signed are prima facie evidence of the proceedings to which they relates.

#### **8.11 Validity of acts / procedural defects**

- 8.11.1 An act or decision of the Board will not be invalid by reason only of a defect or irregularity in connection with the election or appointment of a Director.
- 8.11.2 For entered and signed minutes, unless the contrary is proved:
- (a) the meeting is deemed to have been convened and held;
  - (b) all proceedings that are recorded in the minutes as having taken place are deemed to have taken place; and
  - (c) all appointments that are recorded in the minutes as having been made are deemed to have been validly made.

## **9 COMMITTEES**

### **9.1 Board's power to establish committees**

The Board may establish committees as follows:

- 9.1.1 a committee will comprise two or more committee members, of which at least one must be a Director;
- 9.1.2 the committee members otherwise need not be a Director or Member;
- 9.1.3 the committee has the purpose set out in its charter approved by the Board, and may undertake the powers and functions delegated to it by the Board; and
- 9.1.4 in the absence of any provision in the committee charter, meetings and proceedings of any committee are governed by the provisions of clause 8.

### **9.2 Functions of committees**

The functions of the committees established under clause 9.1 may include to assist the Company in the following areas:

- 9.2.1 finance;
- 9.2.2 audit;
- 9.2.3 risk
- 9.2.4 clinical governance;
- 9.2.5 quality;
- 9.2.6 executive performance and remuneration;

9.2.7 Board nominations; and

9.2.8 any other area or function the Board decides.

## **10 ADMINISTRATION**

### **10.1 Change of name**

The Members may change the Company's name by special resolution in accordance with the Law.

### **10.2 Amendment of constitution**

10.2.1 The Members may amend this Constitution by special resolution in accordance with the Law.

10.2.2 If the Company is registered under the ACNC Act, a special resolution under clause 10.2.1 does not take effect if it would cause the Company to lose its entitlement to registration under the ACNC Act.

### **10.3 Accounts**

10.3.1 The Board must cause:

- (a) proper accounting and other records to be kept in accordance with the requirements of the Law; and
- (b) financial statements to be made and laid before each annual general meeting as required by the Law.

10.3.2 The Company's financial year is from 1 July to 30 June, unless changed in accordance with the Law.

### **10.4 Audits**

A properly qualified auditor must be appointed and the auditor's duties regulated in accordance with the requirements of the Law.

### **10.5 Records and inspection**

10.5.1 A Member (other than a Director) is not entitled to inspect any document of the Company, except as provided by Law or authorised by the Board.

10.5.2 The Company must provide this Constitution and the Regulations free of charge to Members upon request.

### **10.6 Service of notices**

10.6.1 Notices must be in writing and may be given by the Company to any Member:

- (a) in person;
- (b) by sending it by post to the Member at the Member's registered address; or

- (c) by sending it to the address, facsimile number, e-mail address or other address supplied for receiving notices.

10.6.2 A notice sent by post is deemed to have been given 2 business days after it was posted. A notice sent by fax, or by other electronic means, is deemed to have been given on the next business day after it was sent.

## 10.7 Indemnity of officers

10.7.1 To the Relevant Extent, the Company indemnifies current and former Officers out of its assets against any Liability incurred by the Officer in or arising out of:

- (a) the conduct of the Company's affairs or business; or
- (b) the discharge of the Officer's duties,

unless the Liability arises out of conduct involving a lack of good faith.

10.7.2 To the Relevant Extent, the Company may execute any deed in favour of any current or former Officer to confirm the indemnities conferred by clause 10.7.1 in relation to that person to the extent the Law does not preclude the Company from doing so.

10.7.3 Clause 10.7.1 applies whether or not any deed is executed under clause 10.7.2.

10.7.4 In this clause 10.7 and clause 10.8:

- (a) "**Liability**" includes cost, charge, loss, damage, expense or penalty; and
- (b) "**To the Relevant Extent**" means to the extent the Company is not precluded from doing so by Law.

## 10.8 Insurance

To the Relevant Extent:

10.8.1 the Company may pay or agree to pay premiums for directors and officers insurance to insure current or former Officers against any Liability incurred by the Officer in or arising out of:

- (a) the conduct of the Company's affairs or business; or
- (b) the discharge of the Officer's duties; and

10.8.2 the Company may execute any deed in favour of any current or former Officer to take out insurance referred to in clause 10.8.1, on such terms as the Board considers appropriate.

## 10.9 Company seal

10.9.1 The Board will determine whether or not the Company is to have a common seal and, if so, will provide for the safe custody of such seal.

10.9.2 The common seal, if any, of the Company may only be affixed to any instrument with the authority of the Board.

10.9.3 The affixing of the common seal must be attested by the signatures of persons authorised by the Board for that purpose.

## 10.10 Definitions

In this Constitution:

**“Absolute Majority”** means a majority of the Directors currently holding office, whether or not they are present, and whether or not they vote (as distinct from an ordinary majority of Directors present and entitled to vote);

**“ACNC Act”** means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth);

~~**“Appointed Director”** means a Director appointed for the purposes of clause 6.1.2;~~

**“Area”** means a local government area:

- (a) which is serviced by the Company; or
- (b) in which the Company is located,

as determined by the Board under Regulations;

**“Board”** means the board of Directors of the Company with a quorum to transact business;

**“Chair”** means the Director and office bearer under clause ~~6.7.1(a)~~6.8.1(a).

**“Company”** means the company named on page 1 of this Constitution;

~~**“Company Secretary”** means a company secretary appointed under clause 7.4;~~

**“Constitution”** means this constitution of the Company;

**“Corporations Act”** means the *Corporations Act 2001* (Cth);

**“Director”** means a person for the time being who performs the role of director of the Company;

**“Deputy Chair”** means the Director and office bearer under clause ~~6.7.1(b)~~6.8.1(b).

~~**“Elected Director”** means a Director elected for the purposes of clause 6.1.1;~~

**“ITAA”** means the *Income Tax Assessment Act 1997* (Cth);

**“Law”** includes the ACNC Act and the Corporations Act;

**“Member”** means a person who is a member of the Company pursuant to clauses 3 and 4;

**“Officer”** has the meaning given in the Act;

**“Principal Purpose”** means the principal purposes set out in in clause 1.1;

**“Purposes”** means the Principal Purpose and the Supporting Purposes;

**“Regulations”** means regulations made by the Board under clause 7.5;

~~“Secretary” means a secretary appointed under clause 7.4;~~

“Supporting Purposes” means the supporting purposes set out in clause 1.2;

“Terminable Conduct” means conduct of a Member which, in the reasonable opinion of the Board:

- (a) is, has been or will be prejudicial to the Company’s interests;
- (b) is not that of a fit and proper person or a person of good fame and character;
- (c) is unbecoming of Members; and
- (d) is conduct similar to the above which is set out in the Regulations; and

“Unanimous” means all Directors entitled to vote are in favour, whether or not they are all present, and whether or not they all vote (as distinct from an ordinary majority of Directors present and entitled to voting or an Absolute Majority).

#### 10.11 Interpretation rules

Unless the contrary intention appears in the Constitution:

- 10.11.1 words importing the singular include the plural, and words importing the plural include the singular;
- 10.11.2 words importing a gender include every other gender;
- 10.11.3 words used to denote persons generally or importing a natural person include any company, corporation, body corporate or other body (whether or not the body is incorporated);
- 10.11.4 a reference to a person includes that person’s successors, legal personal representatives and permitted transferees;
- 10.11.5 a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- 10.11.6 where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- 10.11.7 headings and bold text are for convenience only and do not affect its interpretation; and
- 10.11.8 a Member is to be taken to be present at a general meeting if the Member is present in person or by attorney.

#### 10.12 Application of Corporations Act

- 10.12.1 The Constitution is to be interpreted subject to the Corporations Act. However, the rules that apply as replaceable rules to companies under the Corporations Act do not apply to the Company.

10.12.2 Unless the contrary intention appears, a word or expression in a clause that is defined in section 9 of the Corporations Act has the same meaning in the Constitution as in that section.

**10.13 Application of ACNC Act**

The Constitution is to be interpreted subject to the ACNC Act.