

Constitution

Manningham Community Health Services Limited

ACN: 137 426 067

Approved by:

ATO 14 January 2009

Lodged:

ASIC <<insert date>>

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Constitution of Manningham Community Health Services Limited

ACN [insert]

A company, limited by guarantee

Corporations Act 2001 (Cth)

1 Definitions and interpretation

Definitions

1.1 In this Constitution, unless the context requires otherwise:

Absolute Majority means a majority of the votes of all the directors entitled to vote at the time, whether or not those directors are present, and whether or not they vote;

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

Application means the application lodged with ASIC to register the Company;

Association means the Manningham Community Health Service Incorporated;

ASIC means the Australian Securities and Investments Commission;

ATO means the Australian Taxation Office;

Attorney means an Australian Legal Practitioner as defined in the *Legal Professions Act 2004 (Vic)*.

Auditor means the auditor of the Company;

Board means all the Directors;

Chairperson means the chairperson of the meeting;

Commissioner of Taxation means a Commissioner of Taxation, Second Commissioner of Taxation and Deputy Commissioner of Taxation as provided for in sections 4 and 7 of the *Taxation Administration Act 1953 (Cth)*;

Company means the company named in **clause 2.1**;

Convene means call and arrange to hold, and includes setting the date, time and place of the meeting;

Deductible Gift Recipient means a fund, authority or institution that is endorsed as a deductible gift recipient by the Commissioner of Taxation or is a specified listed deductible gift recipient under Division 30 of the *Income Tax Assessment Act 1997 (Cth)*;

Director means a director of the Company;

Disease means a morbid condition of the body, or some organ or part, an illness, sickness or ailment, includes any mental or physical ailment, disorder, defect or morbid condition, whether of sudden onset or gradual development and whether of genetic or other origin, and includes the contraction, aggravation, acceleration or recurrence of a Disease;

Dividend means a dividend or bonus and includes an interim dividend;

Entity includes body, trust and fund;

First Directors means a member designated to be a Director in accordance with **clause 6.2**.

Friend of the Company means a person or entity designated in accordance with **clause 4.11**.

Health Promotion Charity means a charitable institution whose principal activity is to promote the prevention or the control of Diseases in human beings and as required by item 1.1.6 of section 30-20 of the *Income Tax Assessment Act 1997 (Cth)*;

Life Member means a Member designated to be a Life Member under **clause 4.8**.

Member means a person who:

- (a) is taken to be a Member of the Company on registration of the Company;
- (b) agrees to become a Member of the Company and whose name has been entered into the Register of Members; or
- (c) is otherwise a Member of the Company in accordance with the Act;

Officer has the same meaning as in the Act;

Register of Members means a Register of Members of the Company kept in accordance with the Act and this Constitution;

Related Body Corporate means a related body corporate, as that term is defined in the Act;

Secretary means a Secretary of the Company as defined in the Act;

Share means a share issued or taken to be issued in the Company;

Special Resolution means a resolution at a general meeting in accordance with sections 9 and 249L(c) of the *Corporations Act 2001 (Cth)*:

- (a) of which notice has been given in accordance with **clause 5.4**; and
- (b) that is passed by at least two-thirds of the Members entitled to vote on the resolution (in person or by proxy);

State means State of Victoria;

Year means the time period from the Annual General Meeting in one financial year to the Annual General Meeting in the next financial year;

Interpretation

1.2 In this Constitution, unless the context requires otherwise:

- 1.2.1 the headings are for convenience only and do not form part of this Constitution or affect its interpretation;
- 1.2.2 a reference to a statute is a reference to that statute as amended or re-enacted and any replacement or substitute for that statute;
- 1.2.3 a reference to a statute includes a reference to all regulations, bylaws, instruments and other documents made under that statute;
- 1.2.4 words importing the singular include the plural number and vice versa;
- 1.2.5 words importing any gender include the other gender;
- 1.2.6 a reference to an Article or part of an Article is reference to a numbered Part of a series of clause(s) of this Constitution;
- 1.2.7 a reference to a clause or part of a clause is reference to a clause or part of a clause of this Constitution;
- 1.2.8 a reference to an instrument is to that instrument as amended or extended from time to time in accordance with its terms; and
- 1.2.9 all monetary amounts are expressed in Australian Dollars.

1.3 Unless the context requires otherwise, an expression that is used in this Constitution and deals with a matter that is also dealt with by a particular provision of the Act, has the same meaning as in that provision of the Act.

2 The Company

Name

2.1 The name of the Company is Manningham Community Health Services Limited.

Type

2.2 The Company is a company limited by guarantee.

Extent of Guarantee

2.3 If the Company is wound up, each Member undertakes to contribute to the property of the Company of an amount up to but not exceeding 1 (one) dollar while:

2.3.1 they are still a Member or;

2.3.2 within one year after ceasing to be a Member.

2.4 In the event **clause 2.3** comes into operation, the contribution made by Members is to be allocated to the Company's:

2.4.1 debts and liabilities contracted before cessation of a Member's membership;

2.4.2 costs, charges and expenses of winding up and

2.4.3 for the adjustment of the rights of the contributories among themselves such amount as may be required.

Capacity

2.5 The Company has all the legal capacity and powers a company may have under the Act.

Objects

2.6 The objects of the Company are to:

2.6.1 be a successor in law to the Association;

2.6.2 promote the health and general physical, mental and social well-being of the Manningham Community.

2.6.3 provide high quality curative, preventative, remedial, rehabilitative and educative services.

- 2.6.4 To improve the health and welfare of the Manningham Community by:
- a) providing information about prevention, treatment or control of diseases to human beings with a disease, health professionals, carers, and to the public;
 - b) developing increased consciousness of health and welfare needs;
 - c) motivating persons to adopt improved health behaviour;
 - d) developing a greater awareness of personal responsibility for change.
 - e) educating persons to use available resources and educating carers and health professionals in ways of controlling diseases;
 - f) encouraging individuals and groups to participate in health and welfare planning and decision making by becoming members of the Company and
 - g) partnering and cooperating with other organizations to develop and implement co-operative and cross-disciplinary approaches to treatment and prevention of diseases in human beings.
- 2.6.5 To address the needs of the community by regularly assessing and maintaining the health and welfare of the Manningham Community.
- 2.6.6 To monitor and endeavour to meet deficiencies in the health and welfare services of the Manningham Community.

3 This Constitution

Constitution

3.1 The Company's internal management is governed by this Constitution.

Relationship to the Act

3.2 This Constitution is subject to the Act. The Act prevails over this Constitution to the extent of any inconsistency.

Replaceable rules

3.3 The replaceable rules contained in the Act do apply to the Company except to the extent expressly provided for in this Constitution.

Altering this Constitution

3.4 This Constitution may be amended or replaced by:

- 3.4.1 The convening of a Special Meeting in accordance with **clause 5.24**;
and
- 3.4.2 No business, other than that specified in the notice of the Special General Meeting, can be transacted at a Special General Meeting; and
- 3.4.3 Any Special Resolution must be passed:
 - a. in accordance with **clause 5.22**; and
 - b. passed by at least two-thirds of the Members entitled to vote on the Special Resolution (by proxy or in person).

3.5 The amended or replaced Constitution does not take effect until lodged with ASIC.

4 The Members

Eligibility

4.1 A person is eligible to be a Member of the company if the person:

- 4.1.1 is a natural person;
- 4.1.2 is 18 years of age or more; and
- 4.1.3 one or more of the following apply, the person:
 - a. was a Member of the Association immediately before registration of the Company;

- b. lives, works, is a carer for a person eligible for membership or is enrolled as a student at an educational institution in a local government area where the Company primarily provides services; or
- c. is a Client of the Company or
- d. is a Director of the Company.

4.2 A person who is or at a later time becomes an employee of the Company is only eligible to be a Friend of the Company in accordance with **clause 4.11** without voting rights and without being able to stand to be a Director.

4.3 A person may at any time hold a single class of membership, either Member of the Company; Life Member; or Friend of the Company.

Membership not transferrable

4.4 Unless otherwise provided by the terms of membership, membership of the Company is personal to the Member and is not transferrable.

Member

4.5 A person specified in the Application as a person who consents to being a Member of the Company becomes a Member on registration of the Company.

4.6 A person after Application and in accordance with **clause 4.24** becomes a Member of the Company.

Member rights

4.7 The Member rights under this Constitution entitle Members to:

- 4.7.1 vote at meetings or elections;
- 4.7.2 be elected as a Director and
- 4.7.3 any other rights which apply in accordance with the Act.

Life Member

4.8 The Board may recommend to the Annual General Meeting that a person who has provided significant and important service to the Company be elected as a Life Member.

4.9 No person can be elected a Life Member if the total number of Life Members would exceed 5% of the total membership of the Company.

Life Member rights

- 4.10 A Life Member has all the rights and privileges of other Members including the right to:
- 4.10.1 vote at meetings or elections;
 - 4.10.2 be elected as a Director;
 - 4.10.3 any other rights in accordance with the Act and
 - 4.10.4 have any fees waived including but not limited to annual subscription fees in respect of membership of the Company as prescribed by the Board.

Friend of the Company

- 4.11 Any person, entity including a body corporate as defined under the Act who supports the Company or is ineligible to become a Member of the Company in accordance with **clause 4.1** is eligible to be a Friend of the Company.
- 4.12 An Application to be a Friend of the Company must be made in writing in the Form prescribed by the Board and lodged with the Secretary.
- 4.13 All Friend of the Company memberships will lapse at the end of each Annual General Meeting and are renewable by completion of the Form prescribed by the Board.

Friend of the Company rights

- 4.14 A Friend of the Company has the right under this Constitution to:
- 4.14.1 Attend General, Annual or Special meetings but not Board meetings and
 - 4.14.2 Not to vote at meetings or elections or to be elected as a Director.

Application

- 4.15 Application for Membership must:
- 4.15.1 Be in writing in the Form prescribed by the Board and by the Act.
 - 4.15.2 State that the applicant:
 - a. applies to become a Member of the Company;
 - b. supports the Objects of the Company;
 - c. agrees to comply with the Constitution and By-Laws of the Company;

- d. undertakes to contribute \$2 (two dollars) to become a Member of the Company;
- e. undertakes to contribute annual membership fees in accordance with **clause 4.26**.

- 4.16 Be signed by the Applicant.
- 4.17 Be accompanied by any subscriptions prescribed by the Board.
- 4.18 Be sent or given to the Secretary and
- 4.19 Be in the Form prescribed by the Board.

Approval of Application

- 4.20 The Board must approve or reject the application for Membership at its next meeting after the Secretary has received it.
- 4.21 The Board may only approve applications for Membership by resolution passed by an Absolute Majority.
- 4.22 The Board must without delay notify the Applicant whether the application has been approved or rejected.
- 4.23 If the Board rejects the application, it must return any subscription to the Applicant.
- 4.24 If the Board approves the application:
 - 4.24.1 The Applicant becomes a Member from the date of the Board meeting; and
 - 4.24.2 Relevant details are entered on the Register of Members pursuant to **Clause 4.25**.

Register of Members

- 4.25 The Company must maintain a Register of Members. The Register of Members must contain the following information:
 - 4.25.1 the name and address of each Member;
 - 4.25.2 the date on which the name of each Member is entered in the Register;
 - 4.25.3 the other information required by the Act.

Annual Subscriptions

- 4.26 The annual subscription payable by Members of the Company shall be as prescribed by the Board from time to time in their absolute discretion.

- 4.27 The Board may, in their absolute discretion determine a discount for annual subscriptions paid in advance.
- 4.28 The Board may determine that any Member who applies for membership between 1 January and 30 June in 2009 or any subsequent year shall pay only one-half of the annual subscription until that Member's next annual subscription falls due.
- 4.29 Every member of the Company who applies for membership before 1 January 2009 shall not be liable to pay any further sum by way of annual subscription for the period ending 30 June 2009.

Resignation of Membership

- 4.30 A Member may at any time, by giving notice in writing to the Secretary, resign as a Member of the company. The resignation shall be effective from the date of receipt of the notice by the Secretary. That Member's name shall be removed from the Register of Members.

Non-payment of subscriptions

- 4.31 If the subscription of a Member remains unpaid for a period of 30 days after it becomes due, the Secretary shall give notice to the Member of that fact. If the subscription remains unpaid on the expiration of 21 days after the date of the notice, the Directors may expel the Member from membership of the company and remove the Member's name from the Register of Members.

Misconduct of a Member

- 4.32 The Directors may expel a Member from the Company and remove the Member's name from the Register of Members if any member:
- 4.32.1 is in breach of the provisions of the Constitution; or
 - 4.32.2 is guilty of any act or omission which, in the opinion of the directors is unbecoming of a Member, or prejudicial to the interest of the company.
- 4.33 The Directors shall not expel a Member under **Clause 4.32** unless at least 7 (seven) days' notice has been given to the Member stating the date, time and place at which the question of expulsion of that Member is to be considered by the Directors, and the nature of the alleged misconduct.

Other grounds for cessation of membership

- 4.34 A Member's membership of the company shall automatically cease:
- 4.34.1 in the case of a Member who is a natural person on the date that the Member:
 - a. dies; or
 - b. becomes of unsound mind or a person whose estate is liable to be dealt with in any way under the laws relating to their mental health; or
 - 4.34.2 in the case of a Member which is a body corporate on the date that:
 - a. a liquidator is appointed in connection with the winding-up of the Member; or
 - b. an order is made by a court for the winding-up or deregistration of the Member.

Liability for subscription fees and other amounts following cessation

- 4.35 Notwithstanding that the Member ceases to be a Member of the company, the Member shall continue to be liable for:
- 4.35.1 annual subscription fees or other amounts owing by the Member to the company which are due and unpaid as at the date that the Member ceases to be a Member; and
 - 4.35.2 amount which the Member is or may become liable to pay the company under **clause 4.15.2**.

Dispute Resolution

- 4.36 Where a dispute arises between:
- a. a Member and another Member or
 - b. a Member and the Company,
- the matter will be referred to the Chairperson of the Board.
- 4.37 The Chairperson of the Board will attempt to resolve the matter by mediation. If mediation is determined by the Chairperson of the Board to have failed or to be inappropriate, then the Chairperson of the Board will determine a process to deal with the dispute.
- 4.38 If the Chairperson of the Board is one of the members under **clause 4.36** the matter must be referred to mediation.

5 General Meetings

Power of directors to convene General Meetings

- 5.1 A director may convene a general meeting if there is agreement by at least two (2) other directors.

Annual General Meetings

- 5.2 The company will hold a general meeting of its Members at least once each year.

Notice of meeting

- 5.3 A notice of a general meeting shall specify the place, the day and the hour of meeting and shall state the general nature of the business to be transacted at the meeting.
- 5.4 Notification of a meeting must be given at least 21 (twenty one) days before the day on which the meeting is to be held and shall be sent by mail to all Members on the Register.

Quorum

- 5.5 No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Except as otherwise provided in these Articles, 5% (five percent) of the Register of Members, or such other amounts as determined by ordinary resolution in a general meeting shall constitute a quorum.
- 5.6 For the purpose of determining whether a quorum is present, a person attending as a proxy, or as attorney for a Member, shall be taken to be a Member present in person.

If quorum not present

- 5.7 If a quorum is not present within half an hour from the time appointed for the meeting:
- 5.7.1 where the meeting was convened upon the requisition of Members – the meeting shall be dissolved; or
 - 5.7.2 in any other case:
 - a. the meeting stands adjourned to such day, and at such time and place, as the chairperson determines or, if no determination is made by the chairperson, to the same day in the next week at the same time and place; and
 - b. if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting – the meeting shall be dissolved.

Voting of members

- 5.8 At meetings of Members each Member that is entitled to vote, may vote in person or by proxy or attorney.
- 5.9 On a show of hands every person present who is a Member or a proxy representative of a Member or an attorney proxy for a Member has 1 (one) vote, and on a poll every Member present in person or by proxy or attorney has one vote.

Voting at general meetings

- 5.10 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
- 5.10.1 by the chairperson;
 - 5.10.2 by at least five members present in person or by proxy or attorney;
 - 5.10.3 by a Member or Members present in person or by proxy or attorney and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.
- 5.11 Unless a poll is so demanded, a declaration by the chairman 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.
- 5.12 The demand for a poll may be withdrawn.

Restriction on voting rights

- 5.13 A Member is not entitled to vote at a general meeting unless all sums presently payable by him in respect of his membership in the company have been paid.

Objections to qualification to vote

- 5.14 An objection may be raised to the qualification of a voter only at the meeting or adjourned meeting at which the vote objected to is given or tendered.
- 5.15 Any such objection shall be referred to the chairman of the meeting, whose decision is final.
- 5.16 A vote not disallowed pursuant to such an objection is valid for all purposes.

Proxies

- 5.17 An instrument appointing a proxy shall be in writing under the hand of the appointor or of their attorney duly authorised in writing and in accordance with the Form prescribed by the Board.
- 5.18 An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where an instrument of proxy so provides, the proxy is not entitled to vote on the resolution except as specified in the instrument but may vote as he thinks fit on any motion or resolution in respect of which no manner of voting is indicated.
- 5.19 An instrument appointing a proxy shall be taken to confer authority to demand or join in demanding a poll.

Lodgement of proxies

- 5.20 An instrument appointing a proxy shall not be treated as valid unless the instrument or a facsimile of the instrument, and the power of attorney or other authority (if any) under which the instrument is signed or a notarially certified copy of that power or authority, is or are deposited, not less than 24 hours (or such lesser period as the Board may prescribe) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and, in the case of a poll, not less than 24 hours (or such lesser period as the Board may prescribe) before the time appointed for the taking of the poll, at the registered office of the company or at such other place within Australia as is specified for that purpose in the notice convening the meeting.

Validity of proxies

- 5.21 A vote given in accordance with the terms of an instrument of proxy or of a power of attorney is valid notwithstanding the previous death or unsoundness of mind of the appointor or the revocation of the instrument (or of the authority under which the instrument was executed) or of the power, if no intimation in writing of the death, unsoundness of mind or revocation has been received by the Company at the registered office before the commencement of the meeting or adjourned meeting at which the instrument is used or the power is exercised.

Passing resolutions

- 5.22 The Company passes a resolution by the Secretary recording the resolution and signing the record.

Minutes of resolutions

- 5.23 Minutes of resolutions passed under **clause 5.22** must be kept and signed in accordance with **clause 12**.

Application to Annual General Meetings and Special Meetings

- 5.24 All the provisions of this Constitution as to general meetings apply to any Annual General Meeting or Special Meeting which may be held under the operation of this Constitution or the Act.

6 The Directors**Number**

- 6.1 The minimum number of Directors is 3 (three) and the maximum number of Directors is 9 (nine).

First Directors

- 6.2 A person specified in the Application as a person who consents to being a Director of the Company becomes a Director on registration of the Company.

Appointment

- 6.3 The Company may appoint a person to be a Director by resolution passed in accordance with **clause 5.22**.
- 6.4 A person may only be appointed Director if that person consents in writing before being appointed.

Term of office

- 6.5 A Director holds office beginning on the day that the Director is appointed and ending on the first of the following days:
- 6.5.1 the day that the Director vacates that office;
 - 6.5.2 the day that the Director is removed; or
 - 6.5.3 the day 3 years after the day the Director is appointed.
- 6.6 A Director cannot hold an office greater than 3 (three) consecutive 3 (three) year terms of office.

Vacancy

- 6.7 A Director vacates the office of director if the Director:
- 6.7.1 resigns by giving the Company written notice;
 - 6.7.2 becomes bankrupt or makes a composition or arrangement with the Director's creditors;
 - 6.7.3 is charged with a serious crime;
 - 6.7.4 becomes mentally unfit to hold office;

- 6.7.5 becomes disqualified from being a director under the Act; or
 - 6.7.6 without the consent of the other Directors, has been absent from meetings of Directors for a continuous period of 3 months; or
 - 6.7.7 dies.
- 6.8 In the event of a vacancy or vacancies in the office of a director or offices of directors, the remaining directors may act but, if the number of remaining directors is not sufficient to constitute a quorum at a meeting of directors, they may act only for the purpose of increasing the number of directors to a number sufficient to constitute such a quorum in accordance with **clause 8.8**.

Alternate Directors

- 6.9 A Director may, with the approval of a majority of the other directors, appoint a person (whether a Member of the company or not) to be an Alternate Director in his place for a period of up to 3 months either consecutively or within 1 (one) year.
- 6.10 An Alternate Director is entitled to receive notice of meetings of the Directors and, if the appointor is not present at such a meeting, is entitled to attend and vote in their stead.
- 6.11 An Alternate Director may exercise any powers that the appointor may exercise and the exercise of any such power by the Alternate Director shall be taken to be the exercise of the power by an appointor.
- 6.12 The appointment of an Alternate Director may be terminated at any time by the appointor notwithstanding that the period of the appointment of the alternate director has not expired and terminates in any event if the appointor vacates office as a director.
- 6.13 An appointment or the termination of an appointment, of an Alternate Director shall be effected by service on the company in accordance with **clause 14.6** of a notice in writing signed by the director who makes or made the appointment.

Removal

- 6.14 The Company may remove a Director by resolution passed in accordance with **clause 5.22** and in a Form prescribed by the Board and in accordance with the Act.

Notice to ASIC

- 6.15 The Company must notify ASIC, in accordance with the Act, within 28 days of:
- 6.15.1 the appointment of a Director;
 - 6.15.2 a change in the personal details of a Director; and

6.15.3 a person stopping being a Director.

7 The Board

Membership

7.1 The Directors are the Members of the Board.

Responsibilities

7.2 The Board is responsible for the management of the Company, subject to this Constitution.

Powers

7.3 The Board may exercise all the powers of the Company except any power that the Act or this Constitution requires the Company to exercise in general meeting.

Chairperson

7.4 The Board must elect a Director to be Chairperson of the Board for the year at the first Board meeting after the Annual General Meeting.

7.5 Election of a chairperson of the Board must be conducted by a vote and by Absolute Majority.

7.6 The elected Chairperson holds the position for 1 (one) year.

Executing negotiable instruments

7.7 Unless the Board determines otherwise, any 2 Directors may sign, draw, accept, endorse or otherwise execute cheques and other negotiable instruments.

Delegation

7.8 The Board may delegate its powers, apart from this power of delegation, to a person or to a committee of the Board.

7.9 The delegation must be recorded in the minutes of the Board meeting.

7.10 The delegate must exercise the delegated powers in accordance with any direction given by the Board.

Delegation to committees

7.11 The Directors may delegate any of their powers to a committee or committees consisting of such of their number as they think fit and may authorise the delegate to sub-delegate all or any of the powers so delegated.

7.12 A committee to which any powers have been so delegated shall exercise the powers delegated in accordance with any directions of the directors and a power so exercised shall be taken to have been exercised by the directors.

- 7.13 The Members of such a committee may elect one of their number as chairperson of their meetings.
- 7.14 Where such a meeting is held and:
- 7.14.1 a chairperson has not been elected as provided by **clause 7.13** or
- 7.14.2 the chairperson is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act,
- the Members present may elect one of their number to be chairperson of the meeting.
- 7.15 A committee may meet and adjourn as it thinks fit
- 7.16 Questions arising at a meeting of a committee shall be determined by a majority of votes of the Members present and voting.
- 7.17 In the case of an equality of votes, the chairperson, in addition to his deliberative vote, has a casting vote.

Advisory Committee

- 7.18 In addition to any committee formed under the Constitution, the Directors may, from time to time, appoint and remove Members (who shall not be directors) and determine the functions of and procedures to be adopted by an Advisory Committee.

8 Board meetings

Proceedings

- 8.1 The Board may call and run Board meetings in any manner it determines, subject to this Constitution.

Calling Board meetings

- 8.2 A Director may call a Board meeting at any time if:
- 8.2.1 there is agreement by 1 (one) other Director; and
- 8.2.2 notice is provided by both Directors to the Secretary in accordance with **clause 14.6**.
- 8.3 If **clause 8.2** is given effect the Secretary must call a Board meeting.

Notice of Board meetings

- 8.4 All Directors are entitled to receive reasonable notice of a meeting of the Board.

Board meetings in person and otherwise

- 8.5 The Directors may hold a Board meeting in person or by use of technology in accordance with **clause 8.7**.
- 8.6 If a Board meeting is not held in person, each of the following conditions must be met in order for the Board meeting to be valid:
- 8.6.1 each Director must have received reasonable notice that the Board meeting was to be held;
 - 8.6.2 each present Director must announce at the beginning of the Board meeting that he or she is present;
 - 8.6.3 a Director who ceases to be present at the Board meeting without obtaining the permission of the chairperson before the Board meeting commences will not be regarded as being present for the whole Board meeting; and
 - 8.6.4 the Board must agree on a place where the Board meeting will be said to have been held; and
 - 8.6.5 at least one of the Directors must be at that place throughout the Board meeting.

Use of technology

- 8.7 A Board meeting may be held using any technology consented to by the Board, provided that all Directors can hear and be heard.

Quorum

- 8.8 The quorum for a Board meeting is 50% (Fifty percent) of the existing number of Directors plus 1 (one) Director.
- 8.9 For the purpose of determining whether a quorum is present, a person attending as a proxy, or as attorney for a Director, shall be taken to be a Director present in person.
- 8.10 A quorum must be present for the duration of a Board meeting.

If quorum not present

- 8.11 If a quorum is not present within half an hour from the time appointed for the meeting:
- 8.11.1 where the meeting was convened upon the requisition of Directors – the meeting shall be dissolved; or
 - 8.11.2 in any other case:

- a. the meeting stands adjourned to such day, and at such time and place, as the Directors determine or, if no determination is made by the Directors, to the same day in the next week at the same time and place; and
- b. if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting – the meeting shall be dissolved.

Chairperson of the Board Meeting

- 8.12 If the Chairperson is present at a Board meeting, the Chairperson chairs the meeting.
- 8.13 If the Chairperson is not present at a Board meeting within 15 minutes after the meeting was to begin, the Board must choose another Director to chair that meeting.
- 8.14 If the chair is not entitled to vote on a resolution, the chair must step aside while that resolution is considered and the other Directors present at the meeting must choose another chair for the purpose of considering that resolution.

Resolutions

- 8.15 The Board passes a resolution by a majority of votes being cast by Directors entitled to vote on the resolution.

Chairperson's casting vote

- 8.16 If the numbers of votes for and against a resolution are equal, the chairperson of the Board meeting has a casting vote in addition to the deliberative vote the chair has as a Director.

Circulating resolutions

- 8.17 Where the Company has more than one Director, the Board may pass a resolution in writing without holding a Board meeting if the following conditions are met:
- 8.17.1 the resolution is set out in a document or documents indicating:
 - a. that a majority of Directors are in favour of it; and
 - b. a reasonable and specific period by which a vote must be received by the Secretary.
 - 8.17.2 all Directors who are entitled to vote on the resolution provide written notice in accordance with **clause 14.6**.
- 8.18 A resolution passed in accordance with **clause 8.17** is treated as having been passed at a Board meeting held on the day and at the time that the last Director signs the resolution.

- 8.19 Two or more separate documents containing statements in identical terms, each of which or signed by one or more Directors, is deemed to constitute one document containing a statement in those terms signed by those Directors.

Conflicts of interest

- 8.20 If a Director has a material personal interest in a proposed contract or arrangement which the Company may enter into, the Director must declare that interest:
- 8.20.1 at the Board meeting at which the proposed contract or arrangement is first discussed; or
 - 8.20.2 if the interest arises later, at the first Board meeting after the Director becomes aware of the interest.
- 8.21 If a Director gains a material personal interest in a contract or arrangement which the Company has already entered into, the Director must declare that interest at the first Board meeting after the Director becomes aware of that interest.
- 8.22 If a Director discloses an interest in accordance with **clause 8.20** or **clause 8.21**:
- 8.22.1 the Director may not vote and not be counted in the quorum present at any meeting on a matter relating to the interest; and
 - 8.22.2 must vacate the Board meeting for the period during which the Directors vote on the matter relating to the interest; and
 - 8.22.3 the contract or arrangement may be entered into; and
 - 8.22.4 if the disclosure is made before the contract is entered into:
 - a. the Director may retain the benefits under the contract to the extent of his or her interest; and
 - b. the Company may not avoid the contract because of the existence of the interest.

Minutes

- 8.23 The Directors must ensure that the minutes of a Board meeting include:
- 8.23.1 the names of all Directors who are present;
 - 8.23.2 the name of the chair of the Board meeting;
 - 8.23.3 details of the proceedings at the Board meeting and resolutions passed at the Board meeting;

8.23.4 any appointment of an Officer; and

8.23.5 interests declared by any Director in accordance with **clause 8.20** or **clause 8.21**.

8.24 Minutes of Board meetings must be kept and signed in accordance with **Article 12**.

Validity

8.25 Anything done at a Board meeting is not affected by the subsequent discovery that a Director was not validly appointed.

9 Application of Income and Property

Application of income and property

9.1 Subject to **clause 9.2**, the profits (if any) or other income and property of the company shall be applied solely towards the promotion of the Objects of the Company as set forth in the Constitution and no portion of it shall be paid or transferred, directly or indirectly, to any Member of the Company whether by way of dividend, bonus or otherwise.

9.2 Nothing in **clause 9.1** shall prevent any payment in good faith by the Company of:

9.2.1 reasonable and proper remuneration to any Member, officer or employee of the Company (whether or not such a person is a Director) for any services actually rendered to the company; or

9.2.2 reasonable and proper rent for premises let or demised by any Member of the company to the company; or

9.2.3 moneys to any Director for out-of-pocket expenses; or

9.2.4 moneys to any Director, being a solicitor, accountant or other person engaged in any profession, for all usual professional or other charges for work done by that person or that person's firm or employer in connection with the promotion of the above objects.

10 The Secretary

First Secretary

10.1 A person specified in the Application as a person who consents to being a Secretary of the Company becomes a Secretary on registration of the Company.

Appointment

- 10.2 The Board may appoint by Absolute Majority a natural person who ordinarily resides in Australia as the Secretary of the Company and includes the Chief Executive Officer of the Company in accordance with the Act and relevant ASIC instruments.
- 10.3 A Secretary holds office on the terms and conditions (including as to remuneration) that the Board determines in its absolute discretion.

Removal

- 10.4 The Board may remove a Secretary by resolution passed in accordance with **clause 5.22** and in a Form prescribed by the Board and in accordance with the Act.

Notice to ASIC

- 10.5 The Company must notify ASIC, in accordance with the Act, within 28 days of:
- 10.5.1 the appointment of a Secretary;
 - 10.5.2 a change in the personal details of a Secretary; and
 - 10.5.3 a person stopping being a Secretary.

Delegations

- 10.6 The Secretary may delegate any of their powers to a natural person or natural persons consisting of such of their number as the Secretary think fit and may authorise the delegate(s) to sub-delegate all or any of the powers so delegated.

11 Auditor**Appointment**

- 11.1 The Board may appoint an Auditor to the Company in accordance with **clause 5.22**.

Removal and replacement

- 11.2 The Auditor may be removed or replaced in accordance with the Act.

12 Minutes**Minute book**

- 12.1 The Company must keep a minute book and record within 1 (one) month:
- 12.1.1 proceedings and resolutions of Board meetings and any meetings of committees of the Board;

12.1.2 resolutions passed by Members without a meeting, including resolutions passed in accordance with **clause 5.22** and

12.1.3 resolutions passed by the Board without a meeting.

Signature

12.2 The Company must ensure that the minutes of a meeting are signed within a reasonable time after the meeting by the Chairperson of the meeting or the Chairperson of the next meeting.

12.3 The Company must ensure that minutes of a resolution without a meeting are signed by a Director within a reasonable time after the resolution is passed.

13 Reports

Required

13.1 While the Company is a company limited by guarantee the Company is required to:

13.1.1 Prepare:

- a. a financial report and Directors' report for that financial year in accordance with the Act; and
- b. other reports that may be required from time to time by State or Commonwealth Government Department.

13.1.2 send those reports to the Directors prior to the Annual General Meeting or within a time prescribed by the Board.

13.2 The Directors may specify all or any of the following that:

13.2.1 the financial report does not have to comply with some or all of the accounting standards;

13.2.2 a directors' report or a part of that report need not be prepared;

13.2.3 the financial report is to be audited; or

13.2.4 the Company is to adhere to International Financial Reporting Standards as directed by the board.

14 Administration

Company seal

14.1 The Company may have a seal.

- 14.2 If the Company has a seal, a document to which the seal is affixed must be signed by:
- 14.2.1 a Director; and
 - 14.2.2 another Director, a Secretary or another person appointed by the Board.
- 14.3 If the Company does not have a seal, documents requiring a seal may be signed by:
- 14.3.1 2 (two) Directors;
 - 14.3.2 a Director and the Secretary; or
 - 14.3.3 where the Company has only one Director, by that Director.

Records

- 14.4 The Board must provide for the safekeeping of the records of the Company.
- 14.5 The Board must arrange for the Company's records to be available for inspection by Members at the times and on the condition that the Board decides and in accordance with the Act.

Notices

- 14.6 If the Company gives a Notice under this Constitution, the Notice may be given by any method described below and is given on the day described below.

Method	Date given
By personal delivery	Date of delivery
By letter addressed to the address for notice, stamped and posted	3 days from and including the date of postage
By fax sent to the recipient's fax number	Date of error-free fax transmission report from the sender's fax machine
By telephone, unless this Constitution specifically requires written notification	Date of telephone call
By e-mail to the recipient's e-mail address	Upon the sending receiving a return email confirming receipt of the email by the addressee

Addresses etc

- 14.7 Directors and Members must give the Company their address for Notice and any change to that address.
- 14.8 Directors and Members may give the Company their fax number, telephone number or e-mail address.
- 14.9 If a Director or Member gives a fax number, telephone number or e-mail address, that Director or Member must give the Company any change to that fax number, telephone number or e-mail address.

15 Revocation of DGR Endorsement and Winding up

Distribution of assets

- 15.1 The Secretary of the relevant State or Commonwealth Government Department must be consulted prior to an application to wind up or distribution of surplus assets after payments of liabilities resulting from the revocation of deductible gift recipient endorsement of the Company in accordance with the *Health Services Act 1988 (Vic)* or other relevant legislative instruments as they may apply.

Revocation of Deductible Gift Recipient Endorsement

- 15.2 If the endorsement of the Company as a deductible gift recipient is revoked by the Commissioner for Taxation or its equivalent regulatory body, the following assets remaining after the payment of the Company's liabilities shall be

transferred to a company, authority or institution to which income tax deductible gifts can be made:

- 15.2.1 Gifts, money or property for the principal purpose of the Company;
- 15.2.2 Contributions made in relation to an eligible fundraising event held for the principal purpose of the Company or
- 15.2.3 Money received by the Company because of such gifts and contributions.

Winding Up

- 15.3 If, upon the winding up or dissolution of the Company by any means and for any reason, there remains any surplus assets, after the satisfaction of all the Company's debts and liabilities have been met, the surplus assets shall not be paid to or distributed among the Members of the Company, but shall be given or transferred to one or more company, authority or institution:
 - 15.3.1 which has similar objects and to which income tax deductible gifts can be made; and
 - 15.3.2 having objects similar to the Company; and
 - 15.3.3 prohibiting, or agreeing to prohibit the distribution of its or their income and property, to an extent at least as great as imposed on the Company under **Article 9**.
- 15.4 If effect cannot be given to **clause 15.3**, to some other body, the objects of which are the promotion of charity (whether or not the body is a Friend of the Company). Such a body must be at law either a registered, approved or licensed charity or a charity exempt from registration, approval or the requirement to hold a licence according to the provisions of the relevant State legislation and to which income tax deductible gifts can be made.

16 Indemnity

- 16.1 To the extent permitted by law and without limiting the powers of the Company, the Company must indemnify each person who is, or has been, a Director, Alternate Director or Secretary of the Company against any liability which results directly or indirectly from facts or circumstances relating to the person serving or having served in that capacity:
 - 16.1.1 to any person (other than the Company or a related body corporate), which does not arise out of conduct involving a lack of good faith or conduct known to the person to be wrongful; and
 - 16.1.2 for costs and expenses incurred by the person in defending proceedings, whether civil or criminal, in which judgement is given in

favour of the person or in which the person is acquitted, or in connection with any application in relation to such proceedings in which the court grants relief to the person under the Law.

- 16.2 The Company need not indemnify a person as provided for in **clause 16.1** in respect of a liability to the extent that the person is entitled to an indemnity in respect of that liability under a contract of insurance.
- 16.3 To the extent permitted by law and without limiting the powers of the Company, the Board of Directors may authorise the Company to, and the Company may enter into any:
- 16.3.1 documentary indemnity in favour of; or
 - 16.3.2 insurance policy for the benefit of
- a person who is, or has been, a Director, Alternate Director, Secretary, Auditor, Employee or other Officer of the Company.
- 16.4 The benefit of each indemnity given in **clause 16.1** continues, even after its terms or the terms of this **clause 16.4** are modified or deleted, in respect of a liability arising out of acts or omissions occurring prior to the modification or deletion.