

Constitution of Central
Queensland Regional
Aboriginal and Islander
Community Controlled
Health Organisation Ltd

**Adopted by the Special General Meeting of Members
held in Brisbane on 18th February 2014**

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PRELIMINARY

1 Definitions

- 1.1 The words and phrases used in this Constitution have the meanings set out at Schedule 1.
- 1.2 In this Constitution, except where the context otherwise requires, an expression in a clause of this Constitution has the same meaning as in the Corporations Act. Where the expression has more than one meaning in the Corporations Act and a provision of the Corporations Act deals with the same matter as a clause of this Constitution, that expression has the same meaning as in that provision.

2 Interpretation

- 2.1 In this Constitution, except where the context otherwise requires:
- (a) the singular includes the plural and vice versa, and a gender includes other genders;
 - (b) another grammatical form of a defined word or expression has a corresponding meaning;
 - (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Constitution, and a reference to this Constitution includes any schedule or annexure;
 - (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
 - (e) a reference to A\$, \$A, dollar or \$ is to Australian currency;
 - (f) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions; and
 - (g) a reference to a provision of the Corporations Act or the ITAA will be taken to be a reference to any successors to those provisions.

3 Replaceable rules

- 3.1 To the extent permitted by law, the replaceable rules in the Corporations Act do not apply to the Company.

OBJECTS

4 Objects

- 4.1 The Company is established to be a not for profit charitable institution whose objects are:
- (a) to build sustainable programs and services for health care, disease control, aged care, mental health, and social and emotional well-being of Aboriginal and Torres Strait Islander people, families and communities in Central Queensland;

- (b) to expand the delivery of comprehensive primary health care by member organisations to under-serviced Aboriginal and Torres Strait Islander people, families and communities in Central Queensland;
- (c) to develop, implement and evaluate new delivery models of comprehensive primary health care treatment, prevention and early intervention to Aboriginal and Torres Strait Islander people, families and communities in Central Queensland;
- (d) to form collaborative alliances with universities and other education and training providers around placements of undergraduate and graduate medical, dental, social work and allied health professional students, vocational education and training sector students and high school students;
- (e) to manage and coordinate regional programs that from time to time may be located within a single Aboriginal and Torres Strait Islander service;
- (f) to develop and maintain a regional coordination and support infrastructure to members that enhances their capacity for service delivery, shares resourcing solutions to create a sustainable workforce, and reduces duplication and minimises overhead costs in such areas as accreditation, information management, patient records, financial management and recruitment;
- (g) to collect and analyse authoritative service, demographic and epidemiological information, as well as on related social issues, and disseminate publications, graphics, maps and reports to service providers, governments and the wider community, with the aim of improving the health and wellbeing of Aboriginal and Torres Strait Islander people, families and communities in Central Queensland;
- (h) to disseminate knowledge and promote understanding about the prevention and control of diseases to improve the health and well-being of Aboriginal and Torres Strait Islander people, families and communities in Central Queensland;
- (i) to develop and strengthen the service delivery capacity of key health service providers to Aboriginal and Torres Strait Islander people, families and communities in Central Queensland, and maintain professional relationships with strategic stakeholders;
- (j) to develop, contribute to, and advocate for coordinated, integrated and culturally respectful institutional practices and processes for the planning, development, delivery, monitoring and evaluation of primary health care services and population health programs, aged care services and mental health services to Aboriginal and Torres Strait Islander people, families and communities in Central Queensland;
- (k) to advocate for policy and procedural enhancements on all matters related to the health and well-being of Aboriginal and Torres Strait Islander people, families and communities in Central Queensland;
- (l) to advocate for, respond to and conduct quality, applied research (including through research partnerships) that acknowledge as appropriate the ownership of data by the community and its service providers, and which provides information and benefits back to the community for best practice prevention or management of diseases; and

- (m) to do all such other things necessary, incidental or conducive to achieving the above objects.
- 4.2 The Company may only exercise the powers in section 124(1) of the Corporations Act to:
- (a) carry out the objects in this clause; and
 - (b) do all things incidental or convenient in relation to the exercise of power under clause 4.2(a).

MEMBERSHIP

5 Admission

- 5.1 The number of Members of the Company is unlimited.
- 5.2 Subject to clause 9, the Members of the Company are:
- (a) the persons who consented to become Members in the application for registration of the Company; and
 - (b) any other persons, corporations or organisations whom or which the Directors admit to membership in accordance with this Constitution.
- 5.3 The Board may admit an Organisation as a Full Member if:
- (a) the Board considers that it is appropriate that the Organisation be a Full Member; and
 - (b) the Organisation agrees to assume the liability to pay Members guarantee set out in clause 54.1; and
 - (c) the Organisation pays the Membership Fee; .
- 5.4 The Board may admit an Organisation as an Affiliate Member if:
- (a) the Board consider that the Organisation has an interest in the Company's objects but it is not appropriate that the Organisation be a Full Member; and
 - (b) the Organisation agrees to assume the liability to pay the Members guarantee set out in clause 54.1.
- 5.5 Applications for membership of the Company must be in writing, signed by the applicant and in a form approved by the Board.
- 5.6 The Board will consider each application for membership at the next Board meeting, provided that the application is received at least one week prior to the Board meeting. In considering an application for membership, the Board may:
- (a) accept or reject the application; or
 - (b) ask the applicant to give more evidence of eligibility for membership.
- 5.7 If the Board asks for more evidence under clause 5.6(b), its determination of the application for membership is deferred until the next Board meeting after the evidence is given.
- 5.8 The Board does not have to give any reason for rejecting an application for membership.

- 5.9 As soon as practicable following acceptance or rejection of an application for membership, the Secretary will send the applicant written notice of the acceptance or rejection (as applicable) of membership.

6 Register of Members

- 6.1 Upon admission as a Member, the Organisation will be entered into the Register.
- 6.2 The Secretary must maintain the Register which must include:
- (a) the name and address of each Member;
 - (b) whether the Member is a Full Member or Affiliate Member;
 - (c) the name and address of each Member's Delegate;
 - (d) the date on which the Member was admitted as a Member of the Company;
 - (e) the date (where applicable) when each Member resigns or ceases to be a Member; and
 - (f) where a Member is readmitted after previously resigning or having their membership terminated, this will be recorded in conjunction with the dates of their original admission, termination or resignation and readmission.
- 6.3 The Register must be kept at the Company's registered office where it will be made available for inspection by any Member at a time and date convenient to the Secretary and the Member concerned.
- 6.4 The Member must notify the Secretary of any changes of any of its details that are recorded in the Register, as soon as reasonably practicable.

7 Rights and Obligations of Member

- 7.1 Subject to this Constitution, Full Members are entitled to:
- (a) receive notices of general meeting of the Company; and
 - (b) speak and vote at general meetings of the Company.
- 7.2 Affiliate Members are entitled to:
- (a) receive notices of and attend general meetings of the Company; and
 - (b) not entitled to speak and vote at general meetings of the Company.
- 7.3 No Member may use the name of the Company in support of any political campaign, or in support of any candidate for public office, other than with written consent of the Board.
- 7.4 The rights and privileges of every Member are personal to each Member and are not transferable by the Member's own act or by operation of law.
- 7.5 A Member must comply, and must ensure both its Delegate and Nominated Director comply, with the Members Charter and the Charter of Corporate Governance and any other policies and procedures set by the Board.
- 7.6 A Member must pay the Membership Fee. The Directors may from time to time

determine an annual, periodical or one-off Membership Fee that will apply to Full Members, Affiliate Members or all Members as they determine. The Secretary must notify each Member of the Membership Fee at least 5 weeks before the Due Date. The Membership Fee is payable by the Member to the Secretary by the Due Date unless determined otherwise by the Directors.

8 Delegates

- 8.1 A Member may, by written notice to the Secretary:
- (a) appoint a Delegate to act as its representative in all matters connected with the Company as permitted by the Corporations Act; and
 - (b) remove its Delegate.
- 8.2 A Delegate is entitled to:
- (a) exercise at a general meeting all the powers which the Organisation which appointed him or her could exercise if it were a natural person; and
 - (b) be counted towards a quorum on the basis that the Member Organisation is to be considered personally present at a general meeting by its Delegate.
- 8.3 Only one Delegate may act on behalf of a Member at any one time.
- 8.4 A certificate executed in accordance with section 127 of the Corporations Act is rebuttable evidence of the appointment or of the removal of the appointment (as appropriate) of the Delegate.
- 8.5 The Chairperson of a general meeting may allow a Delegate to vote on the condition that he or she subsequently establishes his or her status as a Delegate within a period prescribed by and to the satisfaction of the Chairperson of the general meeting.
- 8.6 The appointment of a Delegate may set out restrictions on the Delegate's powers.

9 Ceasing to be a Member

- 9.1 A Member's membership of the Company will cease:
- (a) if the Member gives the Secretary written notice of resignation, from the date of receipt of that notice by the Secretary;
 - (b) if a liquidator is appointed in connection with the winding up of the Member, the date of appointment of the liquidator;
 - (c) if the Member or the Member's property becomes subject to a personal insolvency arrangement under Part X *Bankruptcy Act 1966* (Cth) or a debt agreement under Part IX *Bankruptcy Act 1966* (Cth), on the commencement date of that arrangement or agreement;
 - (d) if the Member is deregistered, on that date;
 - (e) if the Member ceases to satisfy the eligibility requirements for membership under this Constitution;
 - (f) if a Member is expelled in accordance with clause 9A, on the earlier of:
 - (i) the date of the general meeting under clause 9A.6 if the Member appeals

- the expulsion and the Members do not overturn the expulsion under clause 9A.6(b)(ii); or
- (ii) the expiry of the appeal period under clause 9A.5 if the Member does not appeal the Board's decision under clause 9A.1;
- (g) if the Member fails to pay the Membership Fee by the Due Date and is in arrears for more than three months, unless the Membership Fee is suspended or waived by the Directors. or
- (h) if an order is made by a Court for the winding up or deregistration of the Member, on the date of the Court order.

9.2 Any Member ceasing to be a Member:

- (a) will not be entitled to have any claim upon any portion of the property or assets of the Company;
- (b) will remain liable for and will pay to the Company all subscriptions and moneys which were due at the date of ceasing to be a Member; and
- (c) is not permitted to:
 - (i) use any of the Company's property; or
 - (ii) participate in any of the activities of the Company.

9A Suspension or expulsion of a Member

9A.1 The Board may suspend a Member's membership for a period of time or may expel the Member and cancel the Member's membership, if the Member:

- (a) has ceased to take part in the activities of the Company;
- (b) does not comply with this Constitution, the Members' Charter, the Charter of Corporate Governance or any other policy or procedure set by the Board;
- (c) has committed any act or omission that will, in the opinion of the Board be injurious to the reputation or interests or activities of the Company;
- (d) has been convicted of an indictable offence;
- (e) violates any of the Company's policies and procedures that apply to the Member;
- (f) causes harm or threatens to cause harm to a Director, another Member or employee of the Company;
- (g) makes false representations to the Company;
- (h) steals from the Company;
- (i) misuses, damages or destroys property belonging to the Company;
- (j) is more than three months overdue in payment of the Membership Fee;
- (k) makes any unauthorised comment to the media in relation to the Company or its activities; or
- (l) an administrator is appointed by the corporate regulator or a funding body to take control of the financial management or governance of the Member;
- (m) in the opinion of the Board, lacks the capacity to continue to deliver primary health care services to its target community; or
- (n) in the opinion of the Board, is unable to effectively contribute to the Objects

of the Company.

9A.2 If the Board suspends the Member, the Board may suspend the Member's membership:

- (a) for such period of time the Board deems fit; and
- (b) require certain conditions to be met within that timeframe for the Member's membership to be reinstated.

9A.3 Subject to clause 9.1(g), the Board's decision to suspend or expel the Member will take effect immediately.

9A.4 The Secretary must give prompt written notice of the suspension or expulsion to the Member including the required process to appeal the decision and the proposed date of any Board meeting that would hear the appeal.

9A.5 A Member suspended or expelled by the Board may appeal its suspension or expulsion by giving notice to the Secretary within 30 days of the issue of the notice of suspension or expulsion under clause 9A.4.

9A.6 At the next general meeting of the Company held after the Member gives notice under clause 9A.5:

- (a) the Member appealing its suspension or expulsion will be given an opportunity at the general meeting to present the Member's case fully, either in person or through its Representative or another Member nominated for the purpose and a representative of the Board may present the Board's case in response; and
- (b) the Members at the general meeting may:
 - (i) in the case of a suspended Member, vote to lift or affirm the suspension; or
 - (ii) in the case of an expelled Member, vote by special resolution to reinstate the Member's membership, otherwise the expulsion of the Member will stand,

and the decision of the Members at that general meeting is final.

9A.7 Notwithstanding any other provision of this Constitution, if a Member is suspended under this clause, the Nominated Director nominated by that Member (if any) will be suspended and may attend meetings of the Board as an observer only, will not be counted for the purposes of establishing a quorum and will not be entitled to participate in the discussions of the Board or to vote.

9A.8 A suspended Member will be entitled to receive notices of general meetings, and its Nominated Director will be entitled to receive notices of Board meetings, even though the Member is suspended.

10 Powers of attorney

10.1 If a Member executes or proposes to execute any document or do any act by or through an attorney which affects the Company or the Member's membership in the Company, that Member must deliver the instrument appointing the attorney to the Chairperson for notation.

10.2 If the Chairperson asks the Member to file with it a certified copy of the instrument for the Company to retain, the Member will promptly comply with that request.

10.3 The Chairperson or the Board may ask for whatever evidence it thinks appropriate that the power of attorney is effective and continues to be in force.

GENERAL MEETINGS

11 Calling general meeting

11.1 The Board may, at any time, call a general meeting.

11.2 A Member may:

- (a) only request the Directors to call a general meeting in accordance with section 249D of the Corporations Act; and
- (b) not request or call and arrange to hold a general meeting except under section 249E or 249F of the Corporations Act.

12 Notice of general meeting

12.1 Subject to the provisions of the Corporations Act allowing general meetings to be held with shorter notice, at least 21 days written notice (exclusive of the day on which the notice is served or deemed to be served and of the day for which notice is given) must be given to Members of any general meeting.

12.2 A notice calling a general meeting:

- (a) must specify the place, date and time of the meeting and if the meeting is to be held in two or more places, the technology that will be used to facilitate this;
- (b) must state the general nature of the business to be transacted at the meeting;
- (c) if a special resolution is to be proposed at the meeting, must set out an intention to propose the special resolution and state the resolution; and
- (d) may specify a place, facsimile number and electronic address for the purposes of proxy appointment.

12.3 A notice of an annual general meeting need not state that the business to be transacted at the meeting includes:

- (a) the consideration of the annual financial report, Directors' report and the Auditor's report;
- (b) the election of Directors; or
- (c) the appointment and fixing of the remuneration of the Auditor.

12.4 The Directors may postpone or cancel any general meeting whenever they think fit (other than a meeting called as the result of a request under clause 11.2).

12.5 The Directors must give notice of the postponement or cancellation of a general meeting to all persons referred to in clause 49.1 entitled to receive notices from the Company.

12.6 The failure or accidental omission to send a notice of a general meeting (including a proxy appointment form) to any Member or the non-receipt of a notice (or form) by any Member does not invalidate the proceedings at or any resolution passed at the general meeting.

PROCEEDINGS AT GENERAL MEETINGS

13 Member

13.1 In clauses 13.2, 14, 16 and 19, **Member** includes a Member present in person or by proxy, attorney or Delegate.

13.2 Quorum

- (a) No business may be transacted at a general meeting unless a quorum of Members is present when the meeting proceeds to business.
- (b) A quorum of Members is two-thirds of Full Members.
- (c) If a quorum is not present within 30 minutes after the time appointed for a general meeting:
 - (i) if the general meeting was called on the requisition of Members, it is automatically dissolved; or
 - (ii) in any other case:
 - A. it will stand adjourned to the same time and place seven days after the meeting, or to another day, time and place determined by the Directors; and
 - B. if at the adjourned general meeting a quorum is not present within 30 minutes after the time appointed for the general meeting, the general meeting is automatically dissolved.

14 Chairperson

14.1 The Chairperson will be the chairperson at every general and Directors' meeting.

14.2 The Nominated Directors present may elect a chairperson of a general meeting if:

- (a) there is no Chairperson;
- (b) the Chairperson is not present within 15 minutes after the time appointed for holding the general meeting; or
- (c) the Chairperson is unwilling to act as chairperson of the general meeting.

14.3 If no election is made under clause 14.2, then:

- (a) the Members may elect one of the Nominated Directors present as Chairperson; or
- (b) if no Nominated Director is present or is willing to take the chair, the Members may elect a Delegate or proxy of one of the Full Members present as Chairperson.

14.4 If there is a dispute at a general meeting about a question of procedure, the Chairperson may determine the question.

15 Adjournment

- 15.1 The Chairperson of a general meeting at which a quorum is present:
- (a) in his or her discretion may adjourn the general meeting with the meeting's consent; and
 - (b) must adjourn the general meeting if the meeting directs him or her to do so.
- 15.2 An adjourned general meeting may take place at a different venue to the initial general meeting.
- 15.3 The only business that can be transacted at an adjourned general meeting is the unfinished business of the initial general meeting.
- 15.4 Notice of an adjourned general meeting must only be given in accordance with clause 12.1 if a general meeting has been adjourned for more than 21 days.

16 Decision on questions

- 16.1 Subject to the Corporations Act in relation to special resolutions, a resolution is carried if a majority of the votes cast on the resolution are in favour of the resolution.
- 16.2 A resolution put to the vote of a meeting is decided on a show of hands unless a poll is demanded in accordance with the Corporations Act.
- 16.3 Unless a poll is demanded:
- (a) a declaration by the Chairperson that a resolution has been carried, carried by a specified majority, or lost; and
 - (b) an entry to that effect in the minutes of the meeting,
- are conclusive evidence of the fact without proof of the number or proportion of the votes in favour of or against the resolution.
- 16.4 The demand for a poll may be withdrawn.
- 16.5 A decision of a general meeting may not be impeached or invalidated on the ground that a person voting at the general meeting was not entitled to do so.

17 Taking a poll

- 17.1 A poll will be taken when and in the manner that the Chairperson directs.
- 17.2 The result of the poll will be the resolution of the meeting at which the poll was demanded.
- 17.3 The Chairperson may determine any dispute about the admission or rejection of a vote.
- 17.4 The Chairperson's determination, if made in good faith, will be final and conclusive.
- 17.5 A poll demanded on the election of the Chairperson or the adjournment of a general meeting must be taken immediately.

- 17.6 After a poll has been demanded at a general meeting, the general meeting may continue for the transaction of business other than the question on which the poll was demanded.

18 Offensive material

- 18.1 A person may be refused admission to, or required to leave and not return to, a meeting if the person:
- (a) refuses to permit examination of any article in the person's possession; or
 - (b) is in possession of any:
 - (i) electronic or recording device;
 - (ii) placard or banner; or
 - (iii) other article,
- which the Chairperson considers to be dangerous, offensive or liable to cause disruption.

VOTES OF MEMBERS

19 Entitlement to vote

- 19.1 Subject to this Constitution, each Full Member entitled to vote has one vote.
- 19.2 An Affiliate Member is not entitled to vote.
- 19.3 If a Member does not pay the Membership Fee by the Due Date that Member's entitlement to vote is suspended until the Membership Fee is paid unless determined otherwise by the Directors.
- 19.4 A Member who has been suspended under this Constitution is not entitled to vote until that suspension has been lifted.

20 Objections

- 20.1 An objection to the qualification of a voter may only be raised at the general meeting or adjourned general meeting at which the voter tendered its vote.
- 20.2 An objection must be referred to the Chairperson of the general meeting, whose decision is final.
- 20.3 A vote is valid for all purposes unless it is disqualified by the Chairperson under clause.

21 Votes by proxy

- 21.1 If a Member appoints a proxy, proxies or an attorney, the proxy, proxies or attorney may not vote on a show of hands.
- 21.2 A proxy need not be a Member.
- 21.3 A proxy may demand or join in demanding a poll.

- 21.4 A proxy or attorney may vote on a poll.
- 21.5 A proxy may vote or abstain as he or she chooses except where the appointment of the proxy directs the way the proxy is to vote on a particular resolution. If a proxy votes at all, the proxy will be deemed to have voted all directed proxies in the manner directed.

22 Document appointing proxy

- 22.1 An appointment of a proxy is valid if it is signed by the Full Member making the appointment and contains the information required by section 250A(1) of the Corporations Act. The Directors may determine that an appointment of proxy is valid even if it only contains some of the information required by section 250A(1) of the Corporations Act.
- 22.2 For the purposes of clause 22.1, an appointment received at an electronic address will be taken to be signed by the Full Member if:
- (a) a personal identification code allocated by the Company to the Member has been input into the appointment; or
 - (b) the appointment has been verified in another manner approved by the Directors.
- 22.3 A proxy's appointment is valid at an adjourned general meeting.
- 22.4 A proxy or attorney may be appointed for all general meetings or for any number of general meetings or for a particular purpose.
- 22.5 Subject to clause 35, unless otherwise provided for in the proxy's appointment or in any instrument appointing an attorney, the appointment of the proxy or the attorney will be taken to confer authority:
- (a) to vote on:
 - (i) any amendment moved to the proposed resolutions and on any motion that the proposed resolution not be put or any similar motion; and
 - (ii) any procedural motion, including any motion to elect the chairperson, to vacate the chair or to adjourn the general meeting, even though the appointment may specify the way the proxy or attorney is to vote on a particular resolution; and
 - (b) to vote on any motion before the general meeting whether or not the motion is referred to in the appointment.
- 22.6 If a proxy appointment is signed by the Full Member but does not name the proxy or proxies in whose favour it is given, the Chairperson may either exercise the proxy or complete the appointment by inserting the name or names of one or more Directors or the Secretary.

23 Lodgement of proxy

- 23.1 The written appointment of a proxy or attorney must be received by the Company, at least 48 hours (unless otherwise specified in the notice of meeting to which the proxy relates) before:

- (a) the time for holding the general meeting or adjourned general meeting at which the appointee proposes to vote; or
 - (b) the taking of a poll on which the appointee proposes to vote.
- 23.2 The Company receives an appointment of a proxy and any power of attorney or other authority under which it was executed when they are received at:
- (a) the Company's registered office;
 - (b) a facsimile number at the Company's registered office; or
 - (c) a place, facsimile number or electronic address specified for that purpose in the notice of meeting.

24 Validity

- 24.1 A vote cast in accordance with an appointment of proxy or power of attorney is valid even if before the vote was cast the appointor:
- (a) died;
 - (b) became mentally incapacitated; or
 - (c) revoked the proxy or power,
- unless any written notification of the death, unsoundness of mind or revocation was received by the Company before the relevant general meeting or adjourned general meeting.

APPOINTMENT AND REMOVAL OF DIRECTORS

25 Number and Appointment of Directors

- 25.1 There will not be less than five Directors nor more Directors than the maximum permitted under the Corporations Act, unless the Company in general meeting by resolution changes the maximum or minimum number of Directors.
- 25.2 The Directors of the Company will be:
- (a) one Director nominated by each Full Member (**Nominated Director**);
 - (b) a minimum of two and a maximum of three Skills-based Directors appointed by the Board in accordance with clause 28 (**Skills-based Directors**); and
 - (c) the Chairperson.
- 25.3 Subject to clause 26, each person nominated to be a Director under clause 25.2(a) will be accepted by the Board as a Director.

26 Nominated Directors

- 26.1 To be eligible to be appointed as a Nominated Director, a person must:
- (a) be at least 18 years of age;
 - (b) be of Aboriginal or Torres Strait Islander descent;
 - (c) identify as an Aboriginal or Torres Strait Islander; and

- (d) be recognised by their community as an Aboriginal or Torres Strait Islander.
- (e) not be a Close Family Relative of more than one person in the Senior Management Team of the Company;
- (f) not be a Close Family Relative of a Director of the Company;
- (g) not, or not have been for three years prior to the date of nomination, an employee or contractor to the Company;
- (h) be independent of any organisation that provides funding or sponsorship to the Company; and
- (i) have completed Corporate Governance Training or is able to successfully complete Corporate Governance Training within 12 months of being appointed;
- (j) consent to the conduct of a police National Criminal History check on election and re-election and the Board must be satisfied that the results of that check do not reveal any matter that would make the person unsuitable to hold the a position of trust in the Company; and
- (k) must not be disqualified from managing a corporation under Part 2D 6 of the Corporations Act

26.2 Subject to clause 30 and the Corporations Act, a Nominated Director will hold office until the earlier of:

- (a) the Nominated Director is removed or replaced by the Member who appointed that Director; or
- (b) the Member who appointed the Nominated Director is no longer a Full Member.

26.3 A Nominated Director will not act as the representative of the Member that appointed him or her to the Board.

26.4 The term of a Nominated Director's appointment is two years.

26.5 A Nominated Director must retire from office at the conclusion of the term of his or her appointment.

26.6 Subject to satisfying the eligibility requirements for a Nominated Director, a retiring Nominated Director will be eligible for re-nomination.

26.7 For the purposes of clause 26.1(i), if a Nominated Director does not successfully complete Corporate Governance Training within 24 months of appointment, the Nominated Director will cease to be eligible to be a Director and his or her appointment will expire at the expiration of that 24month period.

27 Alternate Directors

27.1 A Nominated Director may, with the approval of:

- (a) the Directors; and
 - (b) the Member who appointed the Nominated Director,
- appoint any person as his or her alternate for a period determined by that Nominated Director.

- 27.2 The provisions of this Constitution which apply to Nominated Directors also apply to Alternate Directors.
- 27.3 The appointment of an Alternate Director:
- (a) may be revoked at any time by the appointer; and
 - (b) ends automatically when the appointer ceases to be a Director.
- 27.4 Any appointment or revocation under clause 27.3 must be effected by written notice delivered to the Secretary.

28 Skills-based Directors

- 28.1 The Nominated Directors will establish a nomination committee (**Nomination Committee**) comprised of persons from corporations which the Nominated Directors approve every three years and which the Nominated Directors have confidence are
- (a) knowledgeable about the health industry; and/or
 - (b) knowledgeable about Aboriginal and Torres Strait Islander health issues; and
 - (c) have demonstrated goodwill towards the Company.
- 28.2 The Nomination Committee will identify suitable candidates to be appointed as Skills-based Directors having regard to the mix of skills identified in clause 28.5 and the requirements contained in clause 28.6.
- 28.3 The Nomination Committee must identify at least the same number of candidates as the vacancies to be filled.
- 28.4 The recommendation of the Nomination Committee will be provided to the Secretary for circulation to the Nominated Directors prior to the Board meeting at which the appointments are to be considered.
- 28.5 When the Nominated Directors are considering the appointment of Skills-based Directors under clause 25.2(b), the Nominated Directors will have regard to the mix of skills desirable to properly govern and manage the Company's business. Examples of desired skills are set out below:
- (a) a senior clinician or administrator of a health service provider;
 - (b) community leader;
 - (c) business development; and
 - (d) research/education/workforce development.
- 28.6 To be eligible to be appointed as an Skills-based Director, a person must:
- (a) be at least 18 years of age;
 - (b) be of Aboriginal or Torres Strait Islander descent;
 - (c) identify as an Aboriginal or Torres Strait Islander; and
 - (d) be recognised by their community as an Aboriginal or Torres Strait Islander,
- unless the person is appointed as a result of having the skill set identified in clause 28.5, in which case the person may be a non-Aboriginal or Torres Strait Islander person, and the person must:

- (e) not be a Close Family Relative of a person in the Senior Management Team of the Company;
 - (f) not be a Close Family Relative of a Director of the Company;
 - (g) not, or not have been for three years prior to the date of nomination, an employee or contractor to the Company;
 - (h) be independent of any organisation that provides funding or sponsorship to the Company or has any financial interest in the business activities of the Company;
 - (i) have completed Corporate Governance Training or is able to successfully complete Corporate Governance Training within 24 months of being appointed;
 - (j) consent to the conduct of a police National Criminal History check on election and re-election and the Board must be satisfied that the results of that check do not reveal any matter that would make the person unsuitable to hold the a position of trust in the Company; and
 - (k) must not be disqualified from managing a corporation under Part 2D 6 of the Corporations Act.
- 28.7 For the purposes of clause 28.6(i), if a Skills-based Director does not successfully complete Corporate Governance Training within 24 months of appointment, the Skills-based Director will cease to be eligible to be a Director and his or her appointment will expire at the expiration of the three year period.
- 28.8 Skills-based Directors will be appointed and removed by a 75% majority vote of the Nominated Directors.
- 28.9 The term of a Skills-based Director's appointment is 3 years.
- 28.10A Skills-based Director must retire from office at the conclusion of the term of his or her appointment.
- 28.11 Subject to being nominated by the Nomination Committee and satisfying the eligibility requirements for a Skills-based Director, a retiring Skills-based Director will be eligible for re-election.
- 28.12A person will not be eligible to be a Skills-based Director if the Board or Members consider that the person will have a conflict of interest in relation to the provision of AICCHS or DAS services.

29 Appointment and removal of Directors

- 29.1 Casual vacancies for:
- (a) Nominated Directors will be filled in accordance with the requirements contained in clause 25.2(a); and
 - (b) Skills-based Directors:
 - (i) the Nominated Directors will appoint a person as a Skills-based Director to fill a casual vacancy of an Skills-based Director (**Outgoing Skills-based Director**) if the term of office of the Outgoing Skills-based Director would have expired less than six months after the office was vacated; or

- (ii) if the term of office of the Outgoing Skills-based Director would have expired more than two and a half years after the date the office was vacated, the Nominated Directors will appoint a person as a Skills-based Director in accordance with clause 25.2(b).

30 Vacation of office

30.1 The office of a Director immediately becomes vacant if the Director:

- (a) is prohibited by the Corporations Act from holding office or continuing as a Director;
- (b) dies;
- (c) is convicted of an indictable offence;
- (d) is liable to have a person appointed, under a law relating to the administration of estates of persons who through mental or physical incapacity are incapable of managing their affairs, to administer it, or becomes in the opinion of the Directors incapable of performing his or her duties;
- (e) resigns by notice in writing to the Company;
- (f) is removed by a resolution of the Company;
- (g) is absent from Directors' meetings for six consecutive months without leave of absence from the Directors;
- (h) receives payment from the Company otherwise than in accordance with the Constitution;
- (i) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the Corporations Act;
- (j) the Member who appointed that Director ceases to be a Full Member or
- (k) ceases to satisfy the eligibility requirements for a Director.

30.2 A Director, who is determined not to be a Director under clause 30.1, will have the right to request the Chairperson to convene a general meeting to confirm the Board's decision. If the general meeting does not confirm the Board's decision the Director may continue to serve as a Director.

30.3 If a Director has committed any act or omission that will, in the opinion of the Board, be injurious to the reputation, interests or activities of the Company, then the a majority of Directors at a Directors' meeting specifically called for that purpose may suspend that Director.

30.4 The Secretary must provide the Director with 21 days written notice of the proposed resolution to suspend or expel the Director.

30.5 The Director may give a written submission in relation to the proposed resolution to the Secretary to be circulated with the proposed resolution. If the written submission is not circulated, then the Director may request that the written submission is read out at the meeting at which the resolution is considered.

30.6 Within 21 days of a Director's suspension under clause 30.3, the Directors must call a general meeting, at which the Members may either confirm the

suspension and remove the Director from office or annul the suspension and reinstate the Director.

- 30.7 A Director removed under clause 30.6 will be replaced in accordance with clause 29.1.

POWERS AND DUTIES

31 Powers and duties of Directors

- 31.1 The business of the Company is managed by the Board who may exercise all powers of the Company that this Constitution and the Corporations Act do not require to be exercised by the Company in general meeting.
- 31.2 Without limiting the generality of clause 31.1, the Board may exercise all the powers of the Company to:
- (a) borrow money;
 - (b) charge any property or business of the Company;
 - (c) issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person; and
 - (d) guarantee or become liable for the payment of money or the performance of any obligation by or of any other person.

PROCEEDINGS OF DIRECTORS

32 Directors' meetings

- 32.1 A Director may at any time, and the Secretary must on the request of a Director, call a Directors' meeting.
- 32.2 A Directors' meeting must be called on at least 48 hours written notice of a meeting to each Director and each Alternate Director (or such other period unanimously agreed to by the Board).
- 32.3 It is not necessary to give notice of a Directors' meeting to an Australian resident whom the Secretary, when giving notice to the other Directors, reasonably believes to be temporarily outside Australia.
- 32.4 Subject to the Corporations Act, a Directors' meeting may be held by the Directors communicating with each other by any technological means by which they are able simultaneously to hear each other and to participate in discussion.
- 32.5 The Directors need not all be physically present in the same place for a Directors' meeting to be held.
- 32.6 Subject to clause 35, a Director who participates in a meeting held in accordance with this Constitution is taken to be present and entitled to vote at the meeting.
- 32.7 Clauses 32.4 and 32.5 apply to meetings of Directors' committees as if all committee members were Directors.

- 32.8 The Directors may meet together, adjourn and regulate their meetings as they think fit.
- 32.9 A quorum is a majority of Directors for the time being.
- 32.10 Where a quorum cannot be established for the consideration of a particular matter at a meeting of Directors, the Chairperson may call a general meeting to deal with the matter.
- 32.11 Notice of a meeting of Directors may be given in writing, or the meeting may be otherwise called using any technology consented to by all the Directors.
- 32.12 If no Chairperson is elected or in the absence of the Chairperson the Directors present will elect a Director to be chairperson of the meeting.

33 Decision on questions

- 33.1 Subject to this Constitution, questions arising at a meeting of Directors are to be decided by a majority of votes by poll of the Directors present and voting and, subject to clause 35, each Director has one vote.
- 33.2 The Chairperson of a meeting does not have a casting vote in addition to his or her deliberative vote.

PAYMENTS TO DIRECTORS

34 Payments to Directors

- 34.1 No payment will be made to any Director of the Company other than payment:
- (a) of out of pocket expenses incurred by the Director in the performance of any duty as Director of the Company where the amount payable does not exceed an amount previously approved by the Directors of the Company;
 - (b) for any service rendered to the Company by the Director in a professional or technical capacity, (including in the capacity as Director if such payments do not exceed the Remuneration Limit), where the provision of the service has the prior approval of the Directors of the Company and where the amount payable is approved by the Directors of the Company and is not more than an amount which commercially would be reasonable payment for the service;
 - (c) of any salary or wage due to the Director as an employee of the Company where the terms of employment have been approved by the Directors of the Company; and
 - (d) relating to an indemnity in favour of the Director and permitted by section 199A of the Corporations Act or a contract of insurance permitted by section 199B.

35 Directors' interests

- 35.1 No contract made by a Director with the Company and no contract or arrangement entered into by or on behalf of the Company in which any Director may be in any way interested is avoided or rendered voidable merely because

of the Director holding office as a director or because of the fiduciary obligations arising out of that office.

- 35.2 No Director contracting with or interested in any arrangement involving the Company is liable to account to the Company for any profit realised by or under any such contract or arrangement merely because of the Director holding office as a director or because of the fiduciary obligations arising out of that office.
- 35.3 A Director is not disqualified from contracting with the Company merely because of being a Director.
- 35.4 Any Director having a direct or indirect material personal interest in any contract or arrangement which the Company proposes to enter will declare his or her interest immediately by written notice to the Chairperson. A general notice that the Director is an employee of a particular Member and is to be regarded as interested in all transactions with that Member will be a sufficient disclosure under this clause for that Director and the relevant transactions and the Director will not be required to give special notice relating to any particular transaction with that Member.
- 35.5 Subject to clause 35.6, a Director who has a material personal interest in a matter that is being considered at a Directors' meeting must not:
- (a) be present while the matter is being considered at the meeting; or
 - (b) vote on the matter,
- unless permitted by the Corporations Act to do so, in which case the Director may:
- (c) be counted in determining whether or not a quorum is present at any meeting of Directors considering that contract or arrangement or proposed contract or arrangement;
 - (d) sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement; and
 - (e) vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement.
- 35.6 The prohibition on voting in clause 35.5 will not apply to any contract or arrangement:
- (a) in relation to a Member who employs a Director;
 - (b) to give the Director any security for advances;
 - (c) for an indemnity of the Director; or
 - (d) where the Director is interested merely as a shareholder or director of another company.
- 35.7 A Director may be or become a director or other officer of, or otherwise interested in, any related body corporate or any other body corporate promoted by the Company or in which the Company may be interested as a vendor, shareholder or otherwise and is not accountable to the Company for any remuneration or other benefits received by the Director as a director or officer of, or from having an interest in, that body corporate.
- 35.8 A Director who has an interest described in clause 35.7 must provide written notice to the Chairperson when the interest arises and when the Director no

longer has the interest.

36 Remaining Directors

- 36.1 The Directors may act even if there are vacancies on the Board.
- 36.2 If the number of Directors is not sufficient to constitute a quorum at a Directors' meeting, the Directors may act only to:
 - (a) appoint a Director; or
 - (b) call a general meeting.

37 Delegation

- 37.1 The Directors may delegate any of their powers, other than those which by law must be dealt with by the Directors as a Board, to a committee or committees.
- 37.2 The Directors may at any time revoke any delegation of power to a committee.
- 37.3 At least one member of each committee must be a Director.
- 37.4 A committee must exercise its powers in accordance with any directions of the Directors and a power exercised in that way is taken to have been exercised by the Directors.
- 37.5 A committee may be authorised by the Directors to sub-delegate all or any of the powers for the time being vested in it.
- 37.6 Meetings of any committee of Directors will be governed by the provisions of this Constitution which deal with Directors' meetings so far as they are applicable and are not inconsistent with any directions of the Directors. The provisions apply as if each member was a Director.

38 Written resolutions

- 38.1 The Directors may pass a resolution without a Director's meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. The resolution is passed when the last Director signs.
- 38.2 For the purposes of clause 38.1, separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.
- 38.3 Any document referred to in this clause 38 may be in the form of a facsimile or electronic transmission.
- 38.4 The minutes of Directors' meetings must record that a meeting was held in accordance with this clause 38.
- 38.5 This clause 38 applies to meetings of Directors' committees as if all members of the committee were Directors.

39 Validity of acts of Directors

39.1 If it is discovered that:

- (a) there was a defect in the appointment of a person as a Director, Alternate Director or member of a Directors' committee; or
 - (b) a person appointed to one of those positions was disqualified,
- all acts of the Directors or the Directors' committee before the discovery was made are as valid as if the person had been duly appointed and was not disqualified.

40 Minutes and Registers

40.1 The Directors must cause minutes to be made of:

- (a) the names of the Directors present at all Directors' meetings and meetings of Directors' committees;
- (b) all proceedings and resolutions of general meetings, Directors' meetings and meetings of Directors' committees;
- (c) the names of the Delegates or authorised proxies of Members present at general meetings;
- (d) all resolutions passed by Directors in accordance with clause 38;
- (e) all appointments of officers;
- (f) all orders made by the Directors and Directors' committees; and
- (g) all disclosures of interests made under clause 35.

40.2 All Members, Directors and any other persons present at a general meeting must sign their name in an attendance book and this record will be included in the minutes related to that general meeting.

40.3 Minutes must be signed by the chairperson of the meeting or by the chairperson of the next meeting of the relevant body.

40.4 The Company must keep all registers required by this Constitution and the Corporations Act.

LOCAL MANAGEMENT

41 Local management

41.1 The Directors will appoint a Chief Executive Officer (**CEO**) who will be responsible for:

- (a) the day-to-day management of the Company;
- (b) delivering to the Directors within two months after the end of each Financial Year, the annual reports of the Company describing the level of activity, achievements and such other information as required in sufficient detail and containing the audited financial statements for the Financial Year as necessary to meet the financial and other reporting requirements of the Company under the Corporations Act; and

- (c) carrying out such other activities for the Company,
in accordance with the directions of the Directors.
- 41.2 The Directors may appoint such other executives as it seeks fit to provide support for the CEO on operational issues relating to the Company.
- 41.3 The Directors may provide for the management and transaction of the affairs of the Company in any places and in such manner as they think fit.
- 41.4 Without limiting clause 41.3 the Directors may:
 - (a) establish local boards or agencies for managing any of the affairs of the Company in a specified place and appoint any persons to be members of those local boards or agencies; and
 - (b) delegate to any person appointed under clause 41.4(a) any of the powers, authorities and discretions which may be exercised by the Directors under this Constitution,

on any terms and subject to any conditions determined by the Directors.
- 41.5 The Directors may at any time revoke or vary any delegation under this clause.

42 Appointment of attorneys and agents

- 42.1 The Directors may from time to time by resolution or power of attorney executed in accordance with section 127 of the Corporations Act appoint any person to be the attorney or agent of the Company:
 - (a) for the purposes;
 - (b) with the powers, authorities and discretions (not exceeding those exercisable by the Directors under this Constitution);
 - (c) for the period; and
 - (d) subject to the conditions,

determined by the Directors.
- 42.2 An appointment by the Directors of an attorney or agent of the Company may be made in favour of:
 - (a) any member of any local board established under this Constitution;
 - (b) any company;
 - (c) the members, directors, nominees or managers of any company or firm;
 - (d) any fluctuating body of persons whether nominated directly or indirectly by the Directors; or
 - (e) any professional advisor to the Company.
- 42.3 A power of attorney may contain such provisions for the protection and convenience of persons dealing with an attorney as the Directors think fit.
- 42.4 The Directors may appoint attorneys or agents by facsimile transmission, or electronic transmission to act for and on behalf of the Company.
- 42.5 An attorney or agent appointed under this clause may be authorised by the Directors to sub-delegate all or any of the powers authorities and discretions for the time being vested in it.

CHAIRPERSON

43 Chairperson

- 43.1 At the first Directors' meeting of the Company, the Directors will by simple majority vote appoint a person as Chairperson.
- 43.2 The term of the Chairperson's appointment is two years.
- 43.3 A retiring Chairperson is eligible for re-election.
- 43.4 At the general meeting immediately prior to the expiry of the term of the Chairperson, the Nominated Directors will elect a new Chairperson for a two year term commencing on the expiry of the current Chairperson's term.
- 43.5 The Chairperson will preside as chairperson at each general meeting and Directors' meeting, subject to the discretionary judgement of the Chairperson to delegate responsibility for chairing a given meeting to a Nominated Director where appropriate.
- 43.6 If the office of Chairperson becomes vacant, the Nominated Directors will appoint a chairperson from the Nominated Directors until the Nominated Directors appoint a new Chairperson.

SECRETARY

44 Secretary

- 44.1 If required by the Corporations Act, there must be at least one secretary of the Company appointed by the Directors for a term and at remuneration and on conditions determined by them.
- 44.2 The Secretary may be a Director, or an outsourced provider.
- 44.3 The Secretary will be responsible for maintaining the company register, including:
 - (a) the Register;
 - (b) minutes and records of all appointments of Directors and officers;
 - (c) the names of Directors present at Directors' meetings, committee meetings or general meetings; and
 - (d) all proceedings at Director and general meetings.
- 44.4 The Secretary must keep ASIC informed of all notifiable information within the required timeframes.
- 44.5 The Secretary must ensure that the minutes of proceedings at a meeting are signed by the chairperson of the meeting or by the chairperson of the next meeting at which the minutes are accepted as a true and accurate record of the meeting.
- 44.6 The Secretary is entitled to attend and be heard on any matter at all Directors'

and general meetings.

- 44.7 The Directors may, subject to the terms of the Secretary's employment contract, suspend, remove or dismiss the Secretary.

SEALS

45 Common Seal

- 45.1 If the Company has a Seal:

- (a) the Directors must provide for the safe custody of the Seal;
- (b) the Seal must not be used without the authority of the Directors or a Directors' committee authorised to use the Seal; and
- (c) every document to which the Seal is affixed must be signed by a Director and be countersigned by another Director, the Secretary or another person appointed by the Directors to countersign the document.

46 Duplicate Seal

- 46.1 If the Company has a Seal, the Company may have one or more duplicate Seals of the Seal each of which:

- (a) must be a facsimile of the Seal with 'Duplicate Seal' on its face; and
- (b) must not be used except with the authority of the Directors.

INSPECTION OF RECORDS

47 Inspection of records

- 47.1 Except as otherwise required by the Corporations Act, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the financial records and other documents of the Company or any of them will be open for inspection by Members other than Directors.
- 47.2 Except as otherwise required by the Corporations Act, a Member other than a Director does not have the right to inspect any financial records or other documents of the Company unless the Member is authorised to do so by a court order or a resolution of the Directors.

NOTICES

48 Service of notices

- 48.1 Notice may be given by the Company to any person who is entitled to notice under this Constitution:
- (a) by serving it on the person; or
 - (b) by sending it by post, facsimile transmission or electronic notification to the person at the person's address shown in the Register or the address

supplied by the person to the Company for sending notices to the person.

48.2 A notice sent by post is taken to be served:

- (a) by properly addressing, prepaying and posting a letter containing the notice; and
- (b) on the day after the day on which it was posted.

48.3 A notice sent by facsimile transmission or electronic notification is taken to be served:

- (a) by properly addressing the facsimile transmission or electronic notification and transmitting it; and
- (b) on the day after its despatch.

48.4 If a Member does not have an address recorded in the Register a notice will be taken to be served on that Member 24 hours after it was posted on a notice board at the Company's registered office.

48.5 A Member whose address recorded in the Register is not in Australia may specify in writing an address in Australia to be taken to be the Member's address for the purposes of clause 48.

48.6 A certificate in writing signed by a Director, Secretary or other officer of the Company that a document or its envelope or wrapper was addressed and stamped and was posted is conclusive evidence of posting.

48.7 Subject to the Corporations Act the signature to a written notice given by the Company may be written or printed.

48.8 All notices sent by post outside Australia must be sent by prepaid airmail post.

49 Persons entitled to notice

49.1 Notice of every general meeting must be given to:

- (a) every Member;
- (b) every Director and Alternate Director;
- (c) the Secretary; and
- (d) any Auditor.

49.2 No other person is entitled to receive notice of a general meeting.

INCOME AND PROPERTY OF THE COMPANY

50 Income and property of Company

50.1 The income and property of the Company will only be applied towards the promotion of the objects of the Company set out in clause 4.

50.2 No income or property will be paid or transferred directly or indirectly to any Member of the Company except as bona fide compensation:

- (a) for any services rendered or goods supplied in the ordinary and usual course of business to the Company; or

- (b) expenses incurred on behalf of the Company.

AUDIT AND ACCOUNTS

51 Audit and accounts

- 51.1 The Directors must cause the Company to keep written financial records in relation to the business of the Company in accordance with the requirements of the Corporations Act.
- 51.2 The Directors must cause the financial records of the Company to be audited in accordance with the requirements of the Corporations Act.

GIFT FUND

52 Operation of gift fund

- 52.1 Where the ITAA requires that a gift fund be established for the receipt of tax deductible donations, the Company must establish a separate gift fund account to which such donations are credited.
- 52.2 The Gift Fund Account must only be used or applied for purposes that are consistent with the objects of the Company and separate records must be maintained as to the receipt and disbursement of moneys from that account.

53 Transfer of the gift fund in specified circumstances

- 53.1 On:
 - (a) revocation of the endorsement of the Company under sub-division 30-B of the ITAA; or
 - (b) the winding up of the gift fund by the Company,
any balance in the Gift Fund Account or an account set up by the Company to acknowledge tax deductible gifts made to it must be transferred to such other gift fund, gift funds, entity or entities having objects similar to the objects of the Company as will be determined by the Members at or before that time, provided that each recipient must be endorsed as a deductible gift recipient under sub-division 30-B of the ITAA.

WINDING UP

54 Winding up

- 54.1 If the Company is wound up:
 - (a) each Member; and
 - (b) each person that has ceased to be a Member in the preceding year, undertakes to contribute to the property of the Company for the:
 - (c) payment of debts and liabilities of the Company (in relation to

clause 54.1(b), contracted before the person ceased to be a Member) and payment of costs, charges and expenses of winding up; and

- (d) adjustment of the rights of the contributories amongst themselves, such amount as may be required, not exceeding \$10.

54.2 If any surplus remains following the winding up of the Company, the surplus will not be paid to or distributed amongst Members, but will be given or transferred to another corporation which, by its constitution, is:

- (a) a not for profit organisation;
- (b) required to pursue charitable purposes only;
- (c) required to apply its profits (if any) or other income in promoting objects similar to those of the Company, preferably within the geographic area serviced by the Company;
- (d) endorsed as a deductible gift recipient under Sub-division 30-B of the ITAA; and
- (e) prohibited from making any distribution to its members or paying fees to its directors”,

such corporation to be determined by the Members at or before the winding up and in default, by application to the Supreme Court of Queensland for determination.

INDEMNITY

55 Indemnity

55.1 To the extent permitted by law and subject to the restrictions in section 199A of the Corporations Act the Company indemnifies every person who is or has been an officer of the Company against any liability (other than for legal costs) incurred by that person as such an officer of the Company (including liabilities incurred by the officer as an officer of a subsidiary of the Company where the Company requested the officer to accept that appointment).

55.2 To the extent permitted by law and subject to the restrictions in section 199A of the Corporations Act, the Company indemnifies every person who is or has been an officer of the Company against reasonable legal costs incurred in defending an action for a liability incurred by that person as such an officer of the Company (including such legal costs incurred by the officer as an officer of a subsidiary of the Company where the Company requested the officer to accept that appointment).

55.3 The amount of any indemnity payable under clauses 55.1 or 55.2 will include an additional amount (**GST Amount**) equal to any GST payable by the officer being indemnified (**Indemnified Officer**) in connection with the indemnity (less the amount of input tax credit claimable by the Indemnified Officer in connection with the indemnity). Payment of any indemnity which includes a GST Amount is conditional upon the Indemnified Officer providing the Company with a GST tax invoice for the GST Amount.

55.4 For the purposes of this clause, **officer** means:

- (a) a Director; or

- (b) a Secretary.

AMENDMENTS TO CONSTITUTION

56 Amendments to Constitution

- 56.1 This Constitution must not be amended other than in accordance with the Corporations Act.
- 56.2 Subject to clause 56.1, the Company may revoke, add to or vary this Constitution provided that:
 - (a) no part of the Gift Fund Account or the income of the Gift Fund Account becomes subject to any institution, organisation, fund or authority that is not a charitable organisation endorsed to receive donations under Sub-division 30-B of the ITAA; and
 - (b) unless the Commissioner of Taxation consents to the revocation, addition or variation:
 - (i) no amendment is allowed to be made to or affecting the objects of the Company; and
 - (ii) no amendment is allowed to be made which authorises the Company to invest money of the Gift Fund Account other than in a manner which trustees are permitted to invest under the laws of Australia or any Australian State or Territory.

Schedule 1 Definitions

AICCHS	means an incorporated organization controlled by a local Aboriginal and/or Torres Strait Islander community which: (a) has rules preventing the distribution of property to individual members of the organization; (b) is governed by an Aboriginal and/or Torres Strait Islander community membership; and (c) provides culturally appropriate primary health care or health related services to the community which it services.
Aboriginal	means an individual who: (a) is a member of the Aboriginal race of Australia; and (b) is indigenous to Australia; and (c) identifies as an Aboriginal person and is accepted by the Aboriginal community as an Aboriginal person.
Affiliate Member	means an Organisation admitted as an 'Affiliate Member' under clause 5.4. and which may include but not be limited to potential private sector funding contributors and tertiary educational institutions.
Alternate Director	means a person appointed as an alternate director under clause 27.1.
ASIC	means the Australian Securities and Investments Commission
Auditor	means the company's auditor.
Board	means the Board of Directors of the Company.
Central Queensland	means the area covered by the statistical divisions of Wide Bay and Fitzroy as specified by the Australian Bureau of Statistics for the population census, which may be varied or replaced by the Board from time to time.
Charter of Corporate Governance	means the charter of corporate governance approved by the Board.
Chief Executive Officer or CEO	means the person appointed as chief executive officer under clause 41.1 or who performs the functions and duties of the chief executive officer.

Close Family Relative	means: (a) biological or adopted father, mother, son, daughter, brother, sister, uncle, aunt, niece or nephew; or (b) legal or de facto spouse.
Company	means Central Queensland Regional Aboriginal and Islander Community Controlled Health Organisation Ltd.
Constitution	means the constitution of the Company as amended from time to time.
Corporate Governance Training	means either a Certificate IV in Governance or another equivalent recognized industry qualification in governance; or other governance training programs provided by the Company or approved by the Board as appropriate to the business and operational requirements of the Company.
Corporations Act	means the <i>Corporations Act 2001</i> (Cth) as modified or amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the Company.
CPI	means the Consumer Price Index, All Groups for Brisbane published by the Australian Bureau of Statistics.
Delegate	means a nominated representative of a Member appointed under clause 8 who represents the Member at members' meetings.
Director	includes any person occupying the position of director of the Company and includes the Chairperson, and, where appropriate, includes an alternate Director.
Directors	means all or some of the Directors acting as a board.
DAS	means an incorporated organization controlled by a local Aboriginal and/or Torres Strait Islander community which: (a) has rules preventing the distribution of property to individual members of the organization; (b) is governed by an Aboriginal and/or Torres Strait Islander community membership; and (c) provides culturally appropriate drug and rehabilitation services to Aboriginal and Torres Strait Islander people.

Due Date	means the date the Board specify as the due date for payment of the Membership Fee.
Financial Year	means the period of 12 months beginning on 1 July of any year and ending on 30 June of the succeeding year or beginning on 1 January of any year and ending on 31 December of the succeeding year.
Full Member	means an Organisation admitted as a 'Full Member' under clause 5.3.
Gift Fund Account	means the gift fund account established under clause 52.
GST	has the meaning given to that term by the GST Act.
GST Act	means <i>A New Tax System (Goods and Services Tax Act) 1999</i> (Cth) or any replacement or other relevant legislation or regulations.
Indemnified Officer	has the meaning given to that term by clause 55.3.
ITAA	means the <i>Income Tax Assessment Act 1936</i> (Cth) or the <i>Income Tax Assessment Act 1997</i> (Cth) as modified or amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the Company.
Member	means a member of the Company under clause 5.
Members' Charter	means the members' charter approved by the Board.
Membership Fee	means the fee determined in accordance with clause 7.6.
Nominated Director	has the meaning attributed to that term by clause 25.2(a).
Nomination Committee	means the nomination committee established under clause 28.1.
Organisation	means a corporation or an incorporated or statutory body.
Register	means the register of Members of the Company.

Remuneration

Limit means the amount of \$7,000 per annum for the Chair and \$5,000 per annum for other Directors increased annually by CPI from the date this remuneration limit is adopted.

Seal means the Company's common seal (if any).

Secretary means any person appointed by the Directors to perform any of the duties of a secretary of the Company and if there are joint secretaries, any one or more of such joint secretaries.

**Senior
Management**

Team means:
(a) the CEO;
(b) the chief financial officer;
(c) the practice manager;
(d) the general manager; and
(e) any other position or person the Board deems a members of the senior management team.

**Skills
Based**

Director has the meaning attributed to that term by clause 25.2(b)

Tax Invoice has the same meaning as in the GST Act, including any applicable legislative determinations and public rulings issued through the Australian Taxation Office.

**Torres
Strait
Islander**

means an individual who:
(a) is a member of the Torres Strait Islander race of Australia;
(b) is indigenous to Australia; and
(c) identifies as a Torres Strait Islander person and is accepted by the Torres Strait Islander community as a Torres Strait Islander person.