

Constitution
Primary and Community Care Services Limited
ACN 154 673 793

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Corporations Act 2001 (Cth)
Public Company limited by guarantee
Primary and Community Care Services
ACN 154 673 793

1. Nature of Company and liability

1.1 Nature of Company

The Company is a public Company limited by guarantee.

1.2 Liability of Members and guarantee on winding up

- (a) The liability of the Members is limited.
- (b) Every Member undertakes to contribute \$50.00 to the assets of the Company if it is wound up while that person is a Member, or within one year afterwards; for
 - (i) payment of the Company's debts and liabilities contracted before they ceased to be a Member; and
 - (ii) costs and expenses of winding up.

2. Objects

2.1 Objects

The Company aims to improve the health outcomes of the community through providing health care and community services to organisations and members of the public. The principal object for which the Company is formed is to promote the prevention and control of disease by:

- (a) Providing services aimed at health promotion, illness prevention, early intervention activities, disease management and any other services aimed at promoting better coordinated and integrated patient care and health outcomes.
- (b) Supporting community members to have access to clinical services and promoting General Practice as the foundation of good Healthcare
- (c) Designing and delivering services to improve the health, quality of life and whole of person wellbeing for people who live with or are at risk of disability, chronic illness, injury or disease.
- (d) Partnering with industry, education, research and Government partners to lead and support research in areas pertinent to our principal object including, but not limited to, health and medical services
- (e) Providing support to Healthcare clinicians and service providers to promote and deliver best practice care for improved patient health outcomes.
- (f) Identifying and responding, through innovation, to population health care needs and service gaps and developing focused and responsive health and community services.

- (g) Improving communication between healthcare clinicians and service providers and across all sectors of the health, welfare and wellbeing systems.
- (h) Designing and delivering services and models of practice that achieve sustainable change and improvement in people’s health and wellbeing.
- (i) Supporting the involvement of healthcare clinicians and service providers in all levels of health system planning and policy development.
- (j) Designing, providing, collaborating and supporting the development and delivery of high quality education, research and evaluation, and inter-professional learning for the benefit of healthcare clinicians, community service providers and recipients of care to promote best practice, strengths-based and person-centred care.
- (k) Improving chronic disease management.
- (l) Facilitating the implementation and successful performance of healthcare and community initiatives and programs.
- (m) Partnering with industry, education, research and Government partners to lead and support evidence based, innovative systems change against identified needs.

Any of these objects can be undertaken to the inclusion or exclusion of the other.

2.2 Achieving Objects

- (a) The Company will seek to achieve its objects by:
 - (i) Receiving any funds and to distribute these funds in a manner that attains the objects of the Company.
 - (ii) Doing all such things as incidental, convenient or conducive to the attainment of all or any of the objects of the Company.
- (b) The Company has the powers set out in the Corporations Act but only to do all things that are necessary, convenient or incidental to carry out the objects set out in clause 2.1, including raising money and granting security over the property of the Company.

3. Membership

3.1 Initial members

The Members of the Company are the initial Members as identified in the application for incorporation of the Company to the Australian Securities and Investments Commission and such other persons as the Company admits to membership in accordance with this constitution.

3.2 Classes

A person may be a Member of the Company in only one of the following classes:

| Class | Qualification |
|--------------------|--|
| Primary Individual | <ul style="list-style-type: none"> • Registered Health Practitioners • Audiologists who are members of the Audiological Society of Australia • Dieticians accredited by the Dieticians Association of Australia |

| | |
|----------------------|--|
| | <ul style="list-style-type: none"> • Exercise Physiologists accredited by the Australian Association of Exercise and Sports Scientists • Speech Pathologists who are members of Speech Pathology Australia • Accredited social workers and accredited mental health social workers who are members of the Australian Association of Social Workers <p>and who are involved in Healthcare and can demonstrate that they are aligned to the strategic objectives of the Company</p> |
| Primary Organisation | Organisations that are involved in Healthcare and can demonstrate that they are aligned to the strategic objectives of the Company |
| Associate | Any individual or organisation wishing to support the aims and objects of the Company. |

3.3 Membership not transferable

A Member's rights, privileges and benefits of membership are personal to the Member and membership of the Company is not transferable, other than by operation of law.

3.4 Application for membership

An application for Membership must comply with the following requirements:

- (a) It must be signed by the applicant.
- (b) It must be accompanied by such documents or evidence as to qualification for the class of membership applied for as the Board may determine from time to time.

3.5 Admission to membership

The Board must consider an application for Membership as soon as practicable after its receipt and determine, in its absolute discretion, the admission or rejection of the applicant.

3.6 Suitable members

The Board in its absolute discretion determines the class of Membership suitable for an applicant.

3.7 Rejecting members

The Board does not have to give reasons for rejecting an application or granting a particular category of Membership.

3.8 Acceptance of members

If an applicant is accepted for Membership the Secretary must notify the applicant in such form as the Board may determine from time to time and the name and details of the applicant must be entered in the Register.

3.9 Register of members

A register of the Members of the Company must be kept in accordance with the Corporations Act.

3.10 Details for the register

The following details must be entered in the Register in respect of each Member:

- (a) The full name of the Member (including ACN or ABN in the case of a Member that is not a natural person).
- (b) The address of the Member (being the registered address in the case of a Member that is not a natural person).
- (c) The date on which the entry of the Member's name in the Register is made.
- (d) Whether the Member is a Primary Individual Member, a Primary Organisation Member or an Associate Member.

3.11 Additional information

- (a) The Register must also show the following information, which may be kept separately from the rest of the Register:
 - (i) The name and details of each person who stopped being a Member within the last 7 years.
 - (ii) The date on which each such person stopped being a Member.
- (b) The Company may also keep further registers recording other information about Members that is not required to be kept under the Corporations Act including:
 - (i) The telephone number, facsimile and email address (as applicable) of the Member.
 - (ii) In the case of a Member other than a natural person the full name, address, telephone number, facsimile number and email address (as applicable) of its representative.
 - (iii) Such other information as the Board may require.

3.12 Change of details

Each Member must notify the Secretary in writing of any change in that Member's or Member's representative's (in the case of Members that are not natural persons) name, address, telephone or facsimile number or email address within one month after the change.

3.13 Member's Representative

A Member that is not a natural person may appoint more than one representative but only one representative may exercise that Member's powers at any one time.

3.14 Members' Fees

The entrance fee (if any) and the annual subscription (if any) payable by the Members shall be such as the Board shall prescribe from time to time.

3.15 All annual subscriptions shall be due and payable in advance on the 1st day of July each year.

3.16 Rights of Primary Members

A Primary Member shall have all the rights conferred on a Primary Member by this Constitution including the right to attend and to vote at Annual General Meetings and general meetings of the Company.

3.17 Rights of Associate Members

An Associate Member shall have the right to attend, but not to speak at, or to vote at Annual General Meetings or general meetings of the Company, nor to vote for the Elected Directors of the Company.

4. Removal and cessation of membership

4.1 Death, resignation and other events

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

- (a) dies;
- (b) resigns as a Member by giving written notice to the Company;
- (c) becomes of unsound mind or a person who is, or whose estate is, liable to be dealt with in any way under a law relating to mental health;
- (d) becomes bankrupt or insolvent;
- (e) is expelled under clause 4.2;
- (f) is debarred under clause 4.3;
- (g) if the Board so decides in its absolute discretion that the Member no longer meets the qualifications of Membership as set out in clause 3.2; or
- (h) becomes, if the Board so decides in its absolute discretion, an untraceable member because the person has ceased to reside at, attend or otherwise communicate with his or her registered address.

4.2 Expulsion

- (a) The Board may by resolution expel a Member from the Company if, in their absolute discretion, they decide it is not in the interests of the Company for the person to remain a Member.
- (b) If the Board intends to propose a resolution under clause 4.2(a), at least one week before the meeting at which the resolution is to be proposed, it must give the Member written notice:
 - (i) stating the date, place and time of the meeting;
 - (ii) setting out the intended resolution and the grounds on which it is based; and
 - (iii) informing the Member that the Member may attend the meeting and may give an oral or written explanation or submission before the resolution is put to the vote.
- (c) The Board does not have to give any reason for resolving to expel a Member from the Company.

4.3 Failure to Pay

If a subscription of a Member shall remain unpaid for a period of two (2) calendar months after it becomes due then the Member may after notice of the default shall have been sent to them by the company be debarred from all the privileges of

membership provided that the Board may reinstate the Member on payment of all arrears if the Board thinks fit to do so.

4.4 Varying or cancelling class rights

The rights of a class of Members may be varied or cancelled only by:

- (a) special resolution of the Company; and
- (b) either:
 - (i) a special resolution passed at a meeting of the class of Members whose rights are being varied or cancelled; or
 - (ii) the written consent of Members with at least 75% of the votes in the affected class.

4.5 Variation of class of membership

The Company must give written notice of a variation or cancellation of the Members of the affected class within 7 days after the variation or cancellation is made.

5. Income and property – no profits for members

5.1 Application of income and property

Subject to clause 5.2, the Company's income and property must be applied solely towards promoting the Company's objects. No part of the income or property may be paid, transferred or distributed, directly or indirectly, by way of dividend, bonus or otherwise, to any of the Members.

5.2 Approved payments

Clause 5.1 does not prohibit making a payment approved by the Board for:

- (a) Directors' remuneration paid pursuant to clause 9;
- (b) out-of-pocket expenses incurred by a Director in performing a duty as a Director of the Company; or
- (c) a service rendered to the Company by a Director in a professional or technical capacity or as an employee, other than in the capacity as a Director of the Company, where:
 - (i) the provision of the service has the prior approval of the Board; and
 - (ii) the amount payable is not more than an amount which commercially would be reasonable payment for the service, or prohibit payment:
- (d) in good faith to any Member for goods supplied in the ordinary and usual course of business;
- (e) of reasonable and proper interest on money borrowed from a Member;
- (f) of reasonable and proper rent for premises let by any Member to the Company; or
- (g) by way of indemnification of, or the payment of premiums on contracts of insurance for, any Director to the extent permitted by law and this constitution.

6. General meetings

6.1 Convening of meetings by Directors

The Board may call and arrange to hold a general meeting.

6.2 Convening of meetings by Members

The Board must call and arrange to hold a general meeting if requirement to do so under the Corporations Act.

6.3 Notice of general meeting

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

- (a) The notice of a general meeting must specify the place, the day and the hour of meeting and if the meeting is to be held in two or more places, the technology to be used to facilitate the meeting, the general nature of the business to be transacted and any other matters as are required by the Corporations Act.
- (b) The accidental omission to give notice of any general meeting to, or the non-receipt of a notice by, a person entitled to receive notice does not invalidate a resolution passed at the general meeting.

6.4 Cancellation of general meetings

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

6.5 Notice of cancellation

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

6.6 Quorum at general meetings

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

6.7 Quorum

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

- (a) 5% of the total number of Primary Members entitled to vote at the meeting at the time; and
- (b) 5 Primary Members entitled to vote at the meeting at the time.

For the purposes of determining whether a quorum is present where a Primary Member has appointed a proxy, attorney or representative, such proxy, attorney or representative will be counted, provided that if a Primary Member appoints more than one proxy, attorney or representative, only one such proxy, attorney or representative will be counted.

6.8 Dissolution of meeting and adjournment

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

- (a) If the meeting was convened by or on the requisition of Members, it must be dissolved.
- (b) Otherwise, it must stand adjourned to another day and at the time and place as determined by the Board.

6.9 Notice of adjourned meeting

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

6.10 Quorum at adjourned general meetings

At the adjourned meeting the lesser of:

- (a) 5% of the total number of Primary Members entitled to vote at the meeting at the time; and
- (b) 3 Primary Members present or by proxy

is a quorum but if a quorum is not present within half an hour after the time appointed for the meeting, the meeting must be dissolved.

6.11 Appointment of Chair

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

- (a) If the Board has elected a Director as Chair, that person is entitled to chair the general meeting.
- (b) The Directors present at a general meeting must elect one of their members to chair that meeting if either of the following applies:
 - (i) No Chair has been elected in accordance with clause 13.
 - (ii) The Chair is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act.
- (c) The Primary Members present at a general meeting must elect one of the Primary Members present to chair that meeting if either of the following applies:
 - (i) There are no Directors present within 15 minutes after the time appointed for the holding of the meeting.
 - (ii) All Directors present decline to chair the meeting.

6.12 Chair's powers

The Chair may temporarily vacate the chair at a general meeting in favour of another person present at any time and for any reason he or she sees fit, and must do so if the Primary Members are voting on the Chair's election or re-election as a Director.

6.13 Chair's ruling is final

Subject to the terms of this constitution regarding adjournment of meetings, the Chair's ruling on all matters relating to the order of business, procedure and conduct of the general meeting is final and no motion of dissent from a ruling of the Chair may be accepted.

6.14 Inappropriate conduct

The Chair may, in his or her absolute discretion, refuse any person admission to a general meeting, or expel the person from the general meeting and not permit them to return, if the Chair reasonably considers that the person's conduct is inappropriate. Inappropriate conduct in a general meeting may include:

- (a) The use of offensive or abusive language which is directed to any person, object or thing;
- (b) Attendance at the meeting while under the influence of any kind of drug, or using or consuming any drug at the meeting, including any alcoholic substance; or
- (c) Possession of any article, including a recording device or other electronic device or a sign or banner, which the Chair considers is dangerous, offensive or disruptive or likely to become so.

6.15 Adjournment of meetings

The Chair may, with the consent of any general meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting to another time and to another place.

- (a) The only business that may be transacted at any adjourned meeting is the business left unfinished at the meeting from which the adjournment took place.
- (b) When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting.
- (c) Except when a meeting is adjourned for 30 days or more, it is not necessary to give a notice of an adjournment or of the business to be transacted at an adjourned meeting.

6.16 Voting on show of hands

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

6.17 Carrying on a show of hands

If a poll is not duly demanded, a declaration by the Chair 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 is made 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.

6.18 Demand for a poll

A poll may be demanded by either:

- (a) The Chair.
- (b) The lesser of;
 - (i) three Primary Members; and
 - (ii) 25% of those Primary Memberspresent at the meeting and entitled to vote on the resolution.

6.19 Withdrawal of demand for poll

The demand for a poll may be withdrawn.

6.20 Continuation of meeting

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

6.21 Poll taken as Chair directs

Subject to clause 6.22, if a poll is duly demanded, it must be taken in the manner and either at once or after an interval or adjournment or otherwise as the Chair directs. The result of the poll is the resolution of the meeting at which the poll is demanded.

6.22 Immediate polls

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

6.23 Voting rights of Members

On a show of hands or a poll, every Primary Member present in person or by proxy, attorney or representative has one vote.

6.24 Vote of the Chair at general meetings

The Chair of a general meeting is entitled to a second or casting vote (in addition to any votes he or she may have as a proxy, attorney or representative).

6.25 Objections to voter qualification

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

6.26 Objections as to qualifications

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

6.27 Votes valid

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

6.28 Mode of meeting for Members

A general meeting may be called or held using any technology consented to by all the Primary Members. The consent may be a standing one. A Primary Member may only withdraw their consent within a reasonable period before the meeting. The Members may otherwise regulate their meetings as they think fit.

6.29 Resolution in writing

A resolution in writing may consist of several documents in like form, each signed by one or more Primary Members entitled to vote on the resolution and if so signed and passed, takes effect on the latest date on which a Primary Member signs one of the documents.

6.30 Facsimile and electronic copies

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

7. Proxies and representatives

7.1 Representation at general meetings

- (a) Subject to this constitution, each Primary Member entitled to vote at a meeting of Members may vote:
 - (i) in person or, where a member is not a natural person, by its representative;
 - (ii) by proxy; or
 - (iii) by attorney.
- (b) A proxy, attorney or representative may, but need not, be a Member of the Company.
- (c) A proxy, attorney or representative may be appointed for:
 - (i) all general meetings;

- (ii) any number of general meetings; or
 - (iii) a particular general meeting.
- (d) Unless otherwise provided in the instrument, an instrument appointing a proxy, attorney or representative is taken to confer authority:
- (i) to agree to a meeting being convened by shorter notice than is required by the Act or by this constitution;
 - (ii) to speak to any proposed resolution on which the proxy, attorney or representative may vote;
 - (iii) to demand or join in demanding a poll on any resolution on which the proxy, attorney or representative may vote;
 - (iv) notwithstanding that the instrument may refer to specific resolutions and may direct the proxy, attorney or representative how to vote on those resolutions; to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion, to vote on any procedural motion, including any motion to elect the Chair, to vacate the chair or to adjourn the meeting, and to act generally at the meeting; and
 - (v) notwithstanding that the instrument may refer to a specific meeting to be held at a specified time or venue, where the meeting is rescheduled or adjourned to another time or changed to another venue; to attend and vote at the re-scheduled or adjourned meeting or at the new venue.
- (e) An instrument appointing a proxy, attorney or representative may direct the manner in which the proxy, attorney or representative is to vote in respect of a particular resolution. Where an instrument contains such a direction, the proxy, attorney or representative is not entitled to vote on the proposed resolution except as directed in the instrument.
- (f) Subject to clause 7.1(g), an instrument appointing a proxy, attorney or representative need not be in any particular form as long as it is in writing, legally valid and signed by the appointer or the appointer's attorney.
- (g) A proxy, attorney or representative may not vote at a general meeting or adjourned meeting or on a poll unless the instrument appointing the proxy, attorney or representative, and the authority (if any) under which the instrument is signed or a certified copy of the authority, are received in the place or at the fax number, and before the time, specified for that purpose in the notice calling the meeting. In the notice:
- (i) the place may be the Company's office or another place and a fax number may be the fax number at the Company's office or another fax number; and
 - (ii) the time may be before the time for holding the meeting or adjourned meeting.
- (h) The Board may waive all or any of the requirements of clauses 7.1(f) and 7.1(g) and in particular may, on production of any other evidence the Board requires to prove the validity of the appointment of a proxy or attorney, accept:
- (i) an oral appointment of a proxy, attorney or representative;
 - (ii) an appointment of a proxy, attorney or representative which is not signed or executed in the manner required by clause 7.1(f); or

- (iii) the deposit, tabling or production of a copy (including a copy sent by fax) of an instrument appointing a proxy, attorney or representative, or of the power of attorney or other authority under which the instrument is signed.
- (i) A vote given in accordance with the terms of an instrument appointing a proxy, attorney or representative is valid despite the revocation of the instrument, or of the authority under which the instrument was executed, if the Company has not received written notice of revocation by the time and at the place at which the instrument appointing the proxy, attorney or representative is required to be received under clause 7.1(g).
- (j) The appointment of a proxy, attorney or representative is not revoked by the appointer attending and taking part in the general meeting but, if the appointer votes on a resolution, the proxy, attorney or representative is not entitled to vote, and must not vote, as the appointer's proxy, attorney or representative on the resolution.

8. Appointment and retirement of directors

8.1 Initial directors

The initial Directors of the Company to be appointed on the day the Company is registered will be those individuals named in the applications to register the Company who have consented to as Directors.

8.2 Number of Directors

The number of Directors must not be less than four (4) nor more than seven (7), until otherwise determined in accordance with this constitution.

8.3 Increase or reduce number of directors

- (a) The Company may by resolution:
 - (i) increase or reduce the minimum or maximum number of directors; and
 - (ii) appoint or, in accordance with section 203D of the Corporations Act, remove a director.

8.4 Elected Directors

- (a) At the time of nomination, Elected Directors must be either a Primary Individual Member or the nominee of a Primary Organisation Member.
- (b) At all times there must be a minimum of two (2) and a maximum of four (4) Directors who have been elected by the Primary Members and a maximum of one (1) of which may be a person who is not a Primary Individual Member (***Elected Directors***).
- (c) Elected Directors should bring specific skills to the Board through:
 - (i) experience and understanding of Healthcare delivery;
 - (ii) experience and or understanding of Healthcare delivery models;
 - (iii) understanding of Healthcare service needs;
 - (iv) sound understanding of good corporate governance;
 - (v) sound understanding of clinical governance; and/or
 - (vi) specific skills appropriate to being a Director of the Company.

8.5 Appointed Directors

- (a) At all times there must be a minimum of one (1) and maximum of three (3) Directors appointed by the Elected Directors (**Appointed Directors**).
- (b) Appointed Directors will be appointed on the basis of having a specific skill set that complements that of the Elected Directors. Such skills might include finance, law, public health, governance, risk management or health service operations.

8.6 Composition of the Board

As from 1 July 2012, at any one time there shall not be a majority of Directors who practice within the same health profession.

8.7 Appointment of directors in June 2012

- (a) On or before 30 June 2012:
 - (i) the Elected Directors will resign and an election will be held to appoint Elected Directors in accordance with clause 8.4; and
 - (ii) the Appointed Directors will resign and the Elected Directors will elect Appointed Directors in accordance with clause 8.5; so that the requirements of clause 8.6 are met.
- (b) Notwithstanding clause 8.10, on the election or appointment of Directors pursuant to this clause 8.7, the Board shall determine by ballot such that:
 - (i) One third (1/3) of the Elected Directors and one third (1/3) of the Appointed Directors shall have a first term of office up to the 2nd annual general meeting of the Company;
 - (ii) One third (1/3) of the Elected Directors and one third (1/3) of the Appointed Directors shall have a first term of office up to the 3rd annual general meeting of the Company; and
 - (iii) One third (1/3) of the Elected Directors and one third (1/3) of the Appointed Directors shall have a first term of office up to the 4th annual general meeting of the Company

8.8 Election to fill vacancies

At each annual general meeting of the Company, the Board must hold an election among the Members to fill any vacancy in the Elected Directors that has arisen or that will arise at the end of that annual general meeting.

8.9 Election procedures to be determined by the Board

- (a) The election of Elected Directors is held in accordance with procedures determined by the Board, subject to the provisions of this constitution.
- (b) Without limiting clause 8.9(a), the Board (or if established pursuant to clause 11.13, a nominations committee of the Board) must consider a nomination to fill a vacant Director position as soon as practicable after its receipt and determine, in its discretion;
 - (i) whether the nominee has the skills required to fill the vacant Director position; and
 - (ii) whether the nomination will be acceptable by the Company.

8.10 Terms of office for Directors

- (a) Subject to clause 8.7;

- (i) Elected Directors hold office from the end of the annual general meeting at which they are elected until the end of the annual general meeting three (3) years later;
- (ii) Appointed Directors hold office for three (3) years from the date upon which he or she was appointed.

8.11 Casual vacancies

- (a) The Board, or if there is only one Director, that Director, may at any time appoint a person to be a Director, either to fill a casual vacancy or as an addition to the existing number of Directors. The total number of Directors may not exceed the number fixed in accordance with this constitution.
- (b) A Director appointed under clause 8.11(a) to fill a casual vacancy among the Elected Directors must be eligible for election as an Elected Director.
- (c) A Director appointed under clause 8.11(a) to fill a casual vacancy among the Appointed Directors must be eligible for appointment as an Appointed Director.
- (d) A Director appointed under clause 8.11(a) holds office only until the next general meeting after the appointment and is then eligible for re-election or re-appointment.

8.12 Removal from office

- (a) The Company may by ordinary resolution remove a Director from office and may (subject to the limitation on the number of Elected Directors) by ordinary resolution appoint another person as a replacement.
- (b) A person appointed to replace a Director removed from office must retire as a Director at the time ascertained as if the person became a Director on the day on which the Director removed from office was elected or appointed or last re-elected or re-appointed as Director.

8.13 When office of director becomes vacant

In addition to the circumstances prescribed by the Corporations Act, the office of a Director becomes vacant if the Director:

- (a) becomes of unsound mind or a person who is, or whose estate is, liable to be dealt with in any way under the law relating to mental health;
- (b) becomes bankrupt or insolvent;
- (c) is convicted on indictment of an offence and the Directors do not within 1 month after that conviction resolve to confirm the Director's appointment or election (as applicable) to the office of Director;
- (d) is removed from office under rule 8.3(a)(ii);
- (e) in the case of Elected Directors, no longer meets the requirements of clause 8.4(c);
- (f) resigns by written notice to the company; or
- (g) dies.

9. Directors' remuneration

9.1 Determination of fees

The Directors must be paid by way of fees for their services the amounts, if any, determined from time to time by the Company in general meeting.

9.2 Additional services rendered

A Director may be paid a fee in return for any extra services actually rendered to the Company in a professional or technical capacity (other than within his or her ordinary duties as a Director):

- (a) with the prior approval of the Board; and
- (b) where the amount payable does not exceed a commercially reasonable amount.

9.3 Fixed sum or salary

A fee payable in accordance with clause 9.1 may be paid either by fixed sum or salary determined by the Board.

9.4 Payment for expenses

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

10. Powers of the Board

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

11. Proceedings of directors

11.1 Convening Board meetings

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

11.2 Notice of Board meetings

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

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

11.3 Quorum at Board meetings

- (a) No business may be transacted at a meeting of directors unless a quorum of Directors is present at the time the business is dealt with.
- (b) A quorum consists of:
 - (i) if the Directors have fixed a number for the quorum, that number of Directors; and
 - (ii) in any other case, three (3) Directors, present at the meeting of Directors.

11.4 Minimum number of Directors

If the number of Directors is reduced below the minimum number of Directors required under this Constitution, the continuing Director or Directors may act only to:

- (a) appoint additional Directors to the minimum number of Directors required; or
- (b) convene a general meeting of the Company.

11.5 Voting at Board meetings

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

11.6 Appointment of Chair

- (a) The Chair is elected in accordance with clause 13.
- (b) If no Chair is elected, or if any meeting the Chair is not present within fifteen (15) minutes after the time appointed for holding the meeting or is unwilling to act, the Directors present must choose one of their number to chair the meeting.

11.7 Chair's vote at Board meetings

The Chair has a deliberative vote but does not have a second or casting vote at Board meetings. Where a resolution is not carried by a majority of Directors then it is lost.

11.8 Participation where Directors interested

A Director must disclose any interest in any contract, transaction or arrangement with the Company or other thing concerning the Company which provides any benefit directly or indirectly to the Director. This disclosure will be recorded in accordance with the Corporations Act, and that Director must not vote on any resolution relating to that matter.

11.9 Voting on matter

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

11.10 Calling a general meeting

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

11.11 No disqualification

Subject to compliance with the Corporations Act, a Director or any entity in which the Director has a direct or indirect interest (as applicable) may:

- (a) Enter into a contract or arrangement with an Associated Party.
- (b) Hold any office or place of profit (other than auditor) in an Associated Party.
- (c) Act in a professional capacity (or be a member of a firm that so acts) other than as auditor of an Associated Party.

11.12 Exercise of rights

If the Company holds or owns membership, shares or other interests in another body corporate, trust or other entity, the Board may exercise any and all voting rights conferred by the membership, shares or interest in any matter they consider fit.

11.13 Delegation of powers

- (a) Subject to clause 11.14(c), the Board may delegate any of its powers to any person, as the Board sees fit. This includes delegating any of the Board's

powers to committees consisting of Directors or other persons (as the Board sees fit) to act in Australia or elsewhere.

- (b) The exercise of a power by a delegate in accordance with this constitution is to be treated as the exercise of that power by the Board.
- (c) A delegate must conform to the directions of the Board in the exercise of any powers delegated to the delegate.

11.14 Advisory Committees

- (a) The Board may establish one or more advisory committees to provide advice and recommendations to the Board on specified matters (among any other functions determined by the Board).
- (b) The Board may, with respect to an Advisory Committee:
 - (i) Specify in writing from time to time the terms of reference and functions of the Advisory Committee.
 - (ii) Appoint such persons as they consider appropriate to the Advisory Committee (including, if thought fit, one or more Directors), and remove any such person from the Advisory Committee at any time by written notice.
 - (iii) Specify the period and conditions (including as to remuneration, if any) of any such appointment to the Advisory Committee.
 - (iv) Terminate the Advisory Committee at any time.
- (c) The Board must not delegate any of its powers to an Advisory Committee, and an Advisory Committee must not exercise any powers of a Director or the Board.
- (d) Except as provided in a direction of the Board, the meetings and proceedings of a committee formed by the Directors or an Advisory Committee must be governed by the provisions of this constitution, in so far as they are applicable, as if meetings and proceedings of the committee or Advisory Committee are meetings and proceedings of the Board.

11.15 Validity of acts of Directors

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

11.16 Minutes

- (a) The Board must cause minutes of all proceedings of general meetings, of Board meetings and of committees formed by the Directors to be entered as soon as practicable after the minutes have been approved, in books kept for the purpose.
- (b) The Board must cause all minutes, except resolutions in writing treated as determinations of the Board, to be signed by the Chair of the meeting at which the proceedings took place or by the Chair of the next succeeding meeting.

11.17 Resolution in writing

The Board may pass a resolution without a Board meeting being held if notice in writing of the resolution is given to all Directors and a majority of the Directors entitled to vote on the resolution (excluding Directors who have requested and been given leave of absence by the Board but in any event not being less than the number required for a quorum at a meeting of Directors) provide a document

containing a statement that they are in favour of the resolution set out in the document.

- (a) A resolution in writing may consist of several documents in like form, each provided by one or more Directors takes effect on the latest date on which a Director provides one of the documents.
- (b) In relation to a resolution in writing a document generated by electronic means which purports to be a facsimile of a resolution of Directors is to be treated as a resolution in writing.

12. Alternate directors

12.1 Appointment of alternate Directors

With the Board's approval, a Director may, by notice in writing to the Company, appoint a person to be an alternate Director in the Director's place, during the period that the Director specifies in such notice.

12.2 Powers of alternate Director

Except as expressly provided in this constitution, an alternate Director is subject in all respects to the same terms and conditions applying to the other Directors except for the provisions of this constitution which relate to the election of Directors, their fees and remuneration and the power to appoint an alternate Director.

12.3 Entitlements

An alternate Director has all of the following entitlements:

- (a) To perform all the duties of a Director while the Director who appointed the alternate Director is not exercising or performing them.
- (b) To receive notice of meetings of the Directors.
- (c) To attend and vote at meetings of the Board if the Director who appointed the alternate Director is not present.

12.4 Termination of appointment of alternate Directors

The appointment of an alternate Director is immediately terminated if any of the following circumstances occurs:

- (a) The Director who appointed the alternate Director ceases for any reason to be a Director;
- (b) The Director who appointed the alternate Director gives notice in writing to the Company of the termination of the appointment; or
- (c) The Board resolves to terminate the appointment after giving five business days' notice of intention to remove the alternate Director to the Director who appointed the alternate Director.

13. Chair

13.1 Election of Chair

The Chair will be elected by the Board at:

- (a) the first meeting of the Board after the first annual general meeting; and
- (b) the first meeting of the Board after the annual general meeting in every second subsequent year.

13.2 Term of Appointment

- (a) The term of a person elected under clause 13.1 begins on the day he or she is elected and ends on the day that the next election is required under clause 13.1.

13.3 Ceasing to Hold Office

- (a) If the Chair ceases to hold office for any reason, the Board will elect another Director as Chair.

14. Chief Executive Officer

14.1 Appointment

The Board may appoint a Chief Executive Officer of the Company for such a term as the Board may determine.

14.2 Remuneration

A Chief Executive Officer shall receive such remuneration as the Board may determine.

14.3 Delegation

The Board may delegate any of its powers to the Chief Executive Officer, as the Board sees fit.

15. Secretary

15.1 Board appointed

The Board will appoint a Secretary of the Company in accordance with the Corporations Act.

15.2 CEO also secretary

Unless the Board otherwise resolves, the Chief Executive Officer of the Company is to be appointed Secretary.

15.3 Vacancy of secretary

If there is a vacancy in the position of Secretary, or the Secretary is on leave or otherwise unable to act, the Board must appoint an employee of the Company or Director to act as Secretary.

15.4 Terms and conditions of secretary

A Secretary holds office on the terms and conditions (including as to remuneration) that the Board determines.

16. Indemnity and insurance

16.1 Persons to whom clauses 16.2 and 16.4 apply

Clauses 16.2 and 16.4 apply to:

- (a) each person who is or has been a Director, alternate director or executive officer of the Company; and
- (b) any other officers or former officers of the Company or of its Related Bodies Corporate that the Board decides in each case.

16.2 Indemnity

The Company must:

- (a) indemnify; and

- (b) if requested by a person to whom this clause 16.2 applies, enter into a deed indemnifying, on a full indemnity basis and to the full extent permitted by law, each person to whom this clause 16.2 applies for all losses or liabilities incurred by the person as an officer of the Company or of a Related Body Corporate including, but not limited to, a liability for negligence or for reasonable costs and expenses incurred,
- (c) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted; or
- (d) in connection with an application, in relation to those proceedings, in which the court grants relief to the person under the Act.

16.3 Extent of indemnity

The indemnity in clause 16.2:

- (a) is a continuing obligation and is enforceable by a person to whom clause 16.2 applies even though that person has ceased to be an officer of the Company or of a Related Body Corporate; and
- (b) operates only to the extent that the loss or liability is not covered by insurance.

16.4 Insurance

The Company may, to the extent permitted by law:

- (a) purchase and maintain insurance; or
- (b) pay or agree to pay a premium for insurance,

for any person to whom this clause 16.4 applies against any liability incurred by the person as an officer of the Company or of a Related Body Corporate including, but not limited to, a liability for negligence or for reasonable costs and expenses incurred in defending proceedings, whether civil or criminal and whatever their outcome.

16.5 Savings

Nothing in clauses 16.2 or 16.4:

- (a) affects any other right or remedy that a person to whom those clauses apply may have in respect of any loss or liability referred to in those clauses; or
- (b) limits the capacity of the Company to indemnify or provide insurance for any person to whom those clauses do not apply.

17. Seals and execution of documents

17.1 Safe custody

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

17.2 Execution with Seal

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

- (a) By two Directors.
- (b) By a Director and the Secretary.
- (c) By a Director and some other person appointed by the Directors for the purpose.

17.3 Execution without Seal

The Company may execute a document without the use of a Seal if the document is signed by either of the following:

- (a) By two Directors.
- (b) By a Director and the Secretary.

17.4 Official Seals

The Company may have for use in place of the Seal outside the jurisdiction where the Seal is kept one or more official seals, to be used in accordance with procedures approved by the Board.

18. Establishment and operation of Gift Fund

18.1 Maintaining Gift Fund

The Company must maintain for its objects a fund (**Gift Fund**):

- (a) to which gifts of money or property for those objects are to be made;
- (b) to which any money received by the Company because of those gifts is to be credited; and
- (c) that does not receive any other money or property.

18.2 Limits on use of Gift Fund

The Company must use the following only for its objects:

- (a) gifts made to the Gift Fund; and
- (b) any money received because of those gifts.

18.3 Winding up

- (a) At the first occurrence of:
 - (i) the winding up of the Gift Fund; or
 - (ii) the Company ceasing to be endorsed as a deductible gift recipient under Subdivision 30-BA of ITAA 97,
any surplus assets of the Gift Fund must be transferred to a fund, authority or institution:
 - (iii) which is charitable at law;
 - (iv) whose constitution prohibits distributions or payments to its members and directors (if any) to an extent at least as great as is outlined in clause 5; and
 - (v) gifts to which are deductible under Division 30 of ITAA 97.
- (b) The identity of the fund, authority or institution must be decided by the Board.
- (c) Where gifts to a fund, authority or institution are deductible only if, among other things, the conditions set out in the relevant table item in Subdivision 30-B of ITAA 97 are satisfied, a transfer under this clause to that fund, authority or institution must be made in accordance with or subject to those conditions.

19. Winding up

- (a) If, on the winding up or dissolution of the Company, any property remains after satisfaction of all its debts and liabilities, this property must only be given or transferred to a fund, authority or institution:

- (i) which is charitable at law; and
 - (ii) whose constitution prohibits distributions or payments to its members and directors (if any) to an extent at least as great as is outlined in clause 5; and
 - (iii) gifts to which can be deducted under Division 30 of ITAA 97.
- (b) The identity of the fund, authority or institution referred to in clause 19(a) must be decided by the Primary Members by ordinary resolution at or before the time of winding up or dissolution of the Company and, if the Primary Members cannot decide, by the Supreme Court of the State of New South Wales.
- (c) Where gifts to a fund, authority or institution are deductible only if, among other things, the conditions set out in the relevant table item in Subdivision 30-B of ITAA 97 are satisfied, a gift or transfer under clause 19(a) to that fund, authority or institution must be made in accordance with or subject to those conditions.

20. Accounts, audits and records

20.1 Accounts

The Board must cause proper accounting and other records to be kept in accordance with the Corporations Act.

20.2 Reports

To the extent required by the Corporations Act, the Board must cause the Company to:

- (a) Prepare financial reports in accordance with the Corporations Act.
- (b) Prepare Directors' reports in accordance with the Corporations Act.
- (c) Notify each Member of the Member's right to receive reports from the Company.
- (d) Provide Members with reports, in a form and within such timeframe as may be required by the Corporations Act.

20.3 Audit

A registered Company auditor must be appointed. The remuneration of the auditor must be fixed and the auditor's duties regulated in accordance with the Corporations Act.

20.4 Rights of inspection

Subject to the Corporations Act:

- (a) The Board may determine whether and to what extent, and at what times and places and under what conditions, the accounting records and other documents of the Company or any of them are open to the inspection of Members other than Directors, and a Member other than a Director does not have the right to inspect any document of the Company except as provided by law or authorised by the Board or by the Company in general meeting.
- (b) Notwithstanding clause 20.4(a), the Board may refuse access to a document where the Board (acting reasonably) considers that such access would or would be likely to cause the Company to lose the benefit of any form of evidentiary privilege, including legal professional privilege.

21. Notices

21.1 Persons authorised to give notices

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

21.2 Signature on notice

The signature to any notice to be given by the Company may be written or printed or a facsimile thereof may be affixed by mechanical or other means.

21.3 Methods of giving notices

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

- (a) By delivering it to a street address of the addressee.
- (b) By sending it by prepaid ordinary post (airmail if outside Australia) to a street or postal address of the addressee.
- (c) By sending it by facsimile or email to the facsimile number or email address of the addressee.

21.4 Addresses for giving notices to Members

- (a) The street address or postal address of a Member is the street or postal address of the Member shown in the Register.
- (b) The facsimile number or email address of a Member is the number which the Member may specify by written notice to the Company as the facsimile number or email address to which notices may be sent to the Member.

21.5 Address for giving notices to the Company

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

21.6 Time notice is given

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

- (a) If delivered by hand to the street address of the addressee, at the time of delivery.
- (b) If it is sent by post to the street or postal address of the addressee, on the 2nd (5th if outside Australia) business day after posting.
- (c) If sent by facsimile or email to the facsimile number or email address of the addressee, at the time transmission is completed.

21.7 Proof of giving notices

The sending of a notice by facsimile or email and the time of completion of transmission may be proved conclusively by production of the relevant one of the following:

- (a) A transmission report by the facsimile machine from which the notice was transmitted which indicates that a facsimile of the notice was sent in its entirety to the facsimile number of the addressee.

- (b) A print out of an acknowledgement of receipt of the email or equivalent proof that the email was successfully transmitted.

21.8 Persons entitled to notice of meeting

Notice of every general meeting must be given by a method authorised by this constitution to all of the following persons:

- (a) Every Member;
- (b) Every Director; and
- (c) Every other person (if any) entitled to receive such notice pursuant to the Corporations Act.

22. Definitions and interpretation

22.1 Definitions

In this constitution the following definitions apply:

Advisory Committee means an advisory committee established by the Board under clause 11.14.

AHPRA means Australian Health Practitioner Regulation Agency.

Associate Member means individual or organisation that is granted membership of the Company as an Associate Member and is so registered in the Register;

Associated Party means each of the following:

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

Board means Directors acting as the board of the Company.

Chair means the Director elected under clauses 11.6(b) or 13.1 to preside as chairperson at Board meetings for the time being.

Company means Primary and Community Care Services Limited 154 673 793.

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

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

Elected Director means a director pursuant to clause 8.4.

General Practice means the provision of primary continuing comprehensive whole patient medical care to individuals, families and their communities.

Healthcare includes:

- (a) The diagnosis, treatment, and prevention of disease, illness, injury, and other physical and mental impairments in people; and
- (b) Community care

ITAA97 means the Income Tax Assessment Act 1997 (Cth).

Member means a Primary Member or an Associate Member.

Office means the registered office of the Company.

Primary Individual Member means an individual that is granted membership of the Company as a Primary Individual Member and is so registered in the Register.

Primary Member means a Primary Individual Member or a Primary Organisation Member.

Primary Organisation Member means an organisation that is granted membership of the Company as a Primary Organisation Member and is so registered in the Register.

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

Registered Health Practitioner has the meaning given under the Health Practitioner Regulation National Law (NSW).

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

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

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

22.2 Interpretation

In this constitution, unless the context otherwise requires:

- (a) A reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this constitution.
- (b) A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time.
- (c) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this constitution.
- (d) Where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (e) A word which indicates the singular indicates the plural, a word which indicates the plural indicates the singular, and a reference to any gender indicates the other genders.
- (f) An expression importing a natural person includes any Company, trust, partnership, joint venture, association, body corporate or public authority.
- (g) A reference to 'dollars' or '\$' means Australian dollars.
- (h) References to the word 'include' or 'including' are to be interpreted without limitation.
- (i) A reference to a time of day means that time of day in the place where the Office is located.
- (j) A reference to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in the place where the Office is located.
- (k) Where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day.
- (l) A term of this constitution which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it is required to be done on or by the next business day.

22.3 References to this constitution

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

22.4 Replaceable rule

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

22.5 Application of Corporations Act

Unless the context otherwise requires,

- (a) An expression used but not defined in this constitution has the same meaning given in the Corporations Act.
- (b) Where an expression referred to in clause 22.5(a) has more than one meaning in the Corporations Act and a provision of the Corporations Act deals with the same matter as the relevant clause of this constitution, the expression has the same meaning as in that provision.