

Constitution

of

Grand Pacific Health Limited
ACN: 062 587 071



3 August 2015

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1. Company's name, purpose and powers

Name of the Company

1.1 The name of the Company is Grand Pacific Health Limited.

Principal purpose

1.2 The principal purpose for which the company is established is to be a health promotion charity within the meaning of item 1.1.6 of section 30-20 of the ITAA.

1.3 In carrying out the principal purpose the principal activity of the company is to promote the prevention or the control of disease in human beings.

1.4 In carrying out the principal purpose the company will seek to assist in the health status of the community via the delivery, integration or coordination of health care services through an effective integrated and dynamic primary care health sector.

2. Members' liability and guarantee

Liability of Members

2.1 The liability of each Member is limited to the amount of the guarantee set in clause 2.2.

Guarantee by Members

2.2 If the Company is wound up while a person is a Member (or within one year after they stop being a Member) then that person must contribute up to \$5.00 to the Company for:

2.2.1 payment of the Company's debts and liabilities incurred before that person ceased to be a Member;

2.2.2 payment of the costs, charges and expenses of winding-up the Company; and

2.2.3 adjustment of the rights of the contributories among themselves.

3. How the Company's income and property are to be applied

For the Company's principal purpose

3.1 All of the Company's profits, income and property must be applied solely towards the promotion of the Company's principal purpose as set out in clause 1.2.

No dividends etc. to Members

- 3.2 Subject to this clause 3, the Company may not pay, or transfer, any of its income or property (directly or indirectly) by way of dividend, bonus or otherwise to any person who is or has been a Member.

Remuneration and expenses for Members allowed

- 3.3 The Company may pay remuneration in good faith to any Member, officer or employee of the Company in return for any goods or services they provide to the Company in the ordinary and usual course of business.
- 3.4 The Board may authorise the repayment of any expenses a Member incurs for the Company, or in connection with performing their duties for the Company.

Payments to directors: restrictions, remuneration, expenses

- 3.5 If the Company is to pay any remuneration to a Director for services rendered in the capacity as a Director, then the remuneration must be on reasonable commercial terms and the Board must first have:
- 3.5.1 consented to the Director providing those services; and
 - 3.5.2 resolved to approve the amount of the payment.
- 3.6 If the Company is to pay any remuneration to a Director for services rendered in the capacity as an employee of the Company, then the Board must first have resolved to approve the terms of that employment.
- 3.7 The Board may authorise the repayment of any expenses a Director incurs for the Company, or in connection with performing their duties for the Company.
- 3.8 The Company may indemnify or pay of premiums on contracts of insurance for, any Director to the extent permitted by law and the Constitution.

Loans and leases from Members

- 3.9 The Company may pay:
- 3.9.1 interest on money borrowed from any Member; and
 - 3.9.2 reasonable and proper rent for premises a Member leases to the Company.
- 3.10 For the purposes of clause 3.9, if a Member pays the Company a deposit, bond or other security for the payment of fees and charges levied under the Constitution, then that payment is not a loan from the Member.

4. Membership

Register of Members

- 4.1 The Company must keep and maintain the Register in accordance with the Act and otherwise as the Board determines.
- 4.2 Any dispute that arises in relation to the Register must be referred to the Board. The Board's decision is final and binding on all Members (in the absence of manifest error).

Eligibility for Membership

- 4.3 The following are eligible to be Members:
 - 4.3.1 any person working in, engaged in or who has a demonstrated interest in primary health care; or
 - 4.3.2 any person in a category of persons that the Company has determined to be eligible to be Members.
- 4.4 The Board may at any time (subject to the Act) create additional types of membership with different rights, obligations and restrictions.

Rights of Members

- 4.5 Members have the right to attend and vote at General Meetings, including the Annual General Meeting.
- 4.6 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 Directors.

Membership is not transferable

- 4.7 A Member must not transfer their Membership to another person.

A Member's Representative

- 4.8 If a Member is not a natural person, then it must appoint (in writing) a natural person as its Representative. The Member may remove and replace its Representative by giving written notice to the Board in a form the Board approves.
- 4.9 Only the Representative may, on the Member's behalf, exercise the powers that the Member could exercise at a meeting or in voting on a resolution unless those powers are restricted in a way set out in clause 4.10.
- 4.10 The document appointing the Representative may set out either or both of:
 - 4.10.1 what the Representative is appointed to do; and
 - 4.10.2 any restrictions on what the Representative may do.

- 4.11 If the appointment is made by reference to a position held, then the appointment must identify the position.
- 4.12 The Company must arrange for:
 - 4.12.1 the name and address of the Representative to be entered in the Register; and
 - 4.12.2 all correspondence and notices from the Company to the Member to be served on that Representative.

Applying and being admitted to Membership

- 4.13 A person's Application to be a Member must be made in the form required by the Board.
- 4.14 The Board will consider and, in its absolute discretion, accept or reject an Application. If the Board rejects an Application, then the Board does not have to give any reasons for the rejection.

Resigning from Membership and ongoing liability

- 4.15 A Member may resign from Membership by giving written notice to the Company. When the notice period expires, the Member stops being a Member but they remain liable under clause 2.2 for another 12 months.

Expelling and disciplining a Member

- 4.16 The Board may in the way described in clause 4.17 expel a Member or implement appropriate disciplinary action if the Member:
 - 4.16.1 has committed a breach of any obligation or duty under this Constitution; or
 - 4.16.2 has engaged in conduct detrimental to the interests of the Company.
- 4.17 For any expulsion or discipline to be valid:
 - 4.17.1 at least 21 days before the Board meeting at which the resolution is considered, the Member must be given written notice of:
 - (a) the meeting;
 - (b) the intended resolution; and
 - (c) the particulars of the alleged act, omission or conduct complained of;
 - 4.17.2 at the meeting (and before the resolution is passed), the Member must be given the opportunity to explain themselves in writing or orally (or both if they request it);
 - 4.17.3 if the Member does give an explanation, then the Board must take it into account;

- 4.17.4 the relevant resolution must be passed by 75% of the Directors present and voting;
- 4.17.5 the Board must arrange for the Member to be given written notice of any Board resolution on the matter; and
- 4.17.6 if the Board resolves to expel the Member, then the Member ceases to be a Member when the Board serves them with the notice and the Member's name will be removed from the Register.

5. General Meetings: frequency and notice

Annual General Meeting required

- 5.1 The Company must hold an Annual General Meeting:
 - 5.1.1 in every calendar year;
 - 5.1.2 within five months after the end of its financial year; and
 - 5.1.3 at the time and place the Board determines.

Convening Special Meetings

- 5.2 A Special Meeting may be convened:
 - 5.2.1 by the Board at such time and place as the Board thinks fit, (as long as it complies with the Act); and
 - 5.2.2 by Members as allowed under the Act.

Notice of General Meetings

- 5.3 The Board must give at least 21 days' written notice of a General Meeting to the Members, the Directors and the Auditor (unless a change to that arrangement is made under clause 5.5). The notice must specify:
 - 5.3.1 the place, the day and the hour of meeting;
 - 5.3.2 the general nature of the meeting's business; and
 - 5.3.3 the details of any resolutions or special resolutions to be proposed at the meeting.
- 5.4 A Representative is responsible for notifying their relevant Member of any General Meeting.

Changing the notice procedure for General Meetings

- 5.5 A meeting may be convened in a way other than, and on shorter notice than, clause 5.3 requires as long as:

- 5.5.1 all the Members entitled to vote at the meeting consent to the change beforehand; and
- 5.5.2 the notice and the shorter notice period comply with the Act.

Failure to receive Notice

- 5.6 A meeting and its proceedings and resolutions are valid even if any one or more of the following is the case:
 - 5.6.1 the Company accidentally omitted to give notice of a meeting to any Member; or
 - 5.6.2 any Member did not receive notice of the meeting.

6. General Meetings: proceedings

Business at the meeting

- 6.1 The ordinary business of an Annual General Meeting may include:
 - 6.1.1 considering any annual financial report, directors' report and Auditor's report; or
 - 6.1.2 appointing the Auditors and fixing the Auditor's remuneration (if the Company is required to have an auditor).
- 6.2 All other business at an Annual General Meeting, and all business at a Special Meeting, is regarded as special business.

Quorum required

- 6.3 For any business to be transacted at any General Meeting (except the adjournment of the meeting) a quorum must be present.
- 6.4 The quorum for a General Meeting is 10 Members, present in person or by Representative.

If no Quorum present

- 6.5 If a quorum is not present within 15 minutes after the time appointed for a General Meeting then:
 - 6.5.1 if the meeting was convened on the requisition of Members, then it will be dissolved; or
 - 6.5.2 in any other case:
 - (a) the meeting will be adjourned to the same day in the next week at the same time and place (or at such other place as the Chair decides); and

- (b) if at that adjourned meeting a quorum is not present within 15 minutes after the time appointed for holding the meeting, then the meeting will be dissolved.

Chair of the meeting

- 6.6 The Chair or in the Chair's absence, the Deputy Chair is to preside as chair at every General Meeting.
- 6.7 If at any General Meeting neither the Chair nor the Deputy Chair is present within 15 minutes after the time appointed for holding the meeting (or if neither is willing to preside), then the Members present are to choose a Director to preside.
- 6.8 If no Director is present (or if all Directors present decline to preside), then those persons present will choose a Member who is present to preside as Chair.

7. General Meetings: voting

Voting rights

- 7.1 Each Member is entitled to 1 vote at a General Meeting (whether on a show of hands or poll).

Show of hands vote

- 7.2 Every item of business submitted to a General Meeting is to be decided in the first instance by a show of hands of the Members, or their Representatives, who are personally present and entitled to vote. The Chair will not have a casting vote.

Evidence of resolution

- 7.3 It is conclusive evidence that a resolution has been passed (regardless of whether there is any proof of the number or proportion of the votes recorded in favour of or against the resolution) if:
 - 7.3.1 the Chair declares that a resolution has been passed or lost (having regard to the majority required); and
 - 7.3.2 an entry to that effect has been made in the Company's books and signed by the Chair of that, or the next meeting.

Poll vote

- 7.4 The Chair or at least 5 Members present (personally or by Representative) may demand a poll before, or on the declaration of the result of, a show of hands. Any person who has demanded a poll may withdraw their demand.
- 7.5 A poll demanded on any question of adjournment must be taken before any adjournment.

- 7.6 The poll is to be taken:
- 7.6.1 in the manner and at the time and place as the Chair of the meeting directs; and
 - 7.6.2 either at once or after an interval or adjournment or otherwise.
- 7.7 The result of the poll is to be the resolution of the meeting at which the poll was demanded.
- 7.8 If there is a dispute as to the admission or rejection of a vote, then the Chair will finally determine that dispute.
- 7.9 At a poll, the Chair will not have a casting vote.

Continuing with other business before a Poll

- 7.10 After a poll has been demanded, the meeting may continue with any business other than the issue on which poll has been demanded.

No proxies

- 7.11 Members are not entitled to appoint a proxy to vote on their behalf at a General Meeting.

8. Directors and Officers

Number and qualifications of Directors

- 8.1 The Board shall be comprised of at least 5 and no more than 7 Directors.

Appointment of Directors

- 8.2 Directors will be appointed by the Board based on their skills, qualifications, experience or other benefit to the Company and will hold office for such a term as determined by the Board.
- 8.3 A Director is eligible for re-appointment at the end of their term, but will not be eligible for a further consecutive appointment after serving 3 consecutive terms.
- 8.4 A Director's appointment under clause 8.2 does not need to be subsequently confirmed by the Members unless required by law.
- 8.5 A Director may be removed by the Board before the end of their term by the Board in addition to the rights of Members under the Act.

Officers on the Board

- 8.6 The Directors will elect from among their number a Chair and a Deputy Chair. Each of those elected will hold office until the earlier of:
- 8.6.1 the expiry or vacation of their term of office;
 - 8.6.2 at the end of the next Annual General Meeting; or
 - 8.6.3 such later time as the Board determines,
- following which the Directors will elect from their number a new Chair or Deputy Chair, as applicable.

Casual vacancies

- 8.7 If there is a casual vacancy in the office of Director, then the Board may appoint a replacement Director as a casual vacancy.
- 8.8 A Director's appointment under clause 8.7 does not need to be confirmed by the Members unless required by law.

Disqualification of Directors

- 8.9 The office of a Director will be vacated if the Director:
- 8.9.1 becomes bankrupt or make any arrangement or composition with their creditors;
 - 8.9.2 ceases to satisfy the criteria set out in this Constitution for their initial appointment;
 - 8.9.3 becomes of unsound mind;
 - 8.9.4 is absent for 3 consecutive Board Meetings without prior leave of the Board (unless the Board resolves to the contrary);
 - 8.9.5 is absent personally at more than half of the meetings of the Board in any calendar year without prior leave of absence from the Board;
 - 8.9.6 resigns from their Directorship by giving written notice to the Company; or
 - 8.9.7 ceases to hold office by reason of any order made under the Act.

9. Proceedings of the Board

General

- 9.1 The Board may meet for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit.

Use of technology in Board conferencing

- 9.2 The Board may, if it thinks fit, confer by radio, telephone, facsimile, computer, Internet, closed circuit television or other electronic means of audio or audio-visual communication.
- 9.3 Any resolution passed using such a system is to be treated as having been passed at a meeting of the Board held on the day and at the time the conference was held, even if the Directors were not present together in one place at the time. This clause does not limit the discretion of the Board to regulate its meetings.
- 9.4 The provisions of this Constitution regulating the proceedings of the Board apply so far as they are capable to such conferences.

Notice of meeting

- 9.5 At any time, the Board may convene a Board meeting by notice served on each Director. The Secretary is to arrange that notice at the request of the Chair or Deputy Chair.
- 9.6 The proceedings of a Board meeting are valid even if:
- 9.6.1 the Company accidentally omitted to give notice of a meeting to any Director; or
 - 9.6.2 any Director did not receive notice of the meeting.

Quorum

- 9.7 A quorum for Board meetings is (unless the Board determines otherwise) if the number of Directors:
- 9.7.1 is an even number, half of the Board plus one other director; or
 - 9.7.2 is an odd number, the whole number nearest to, and more than, half of the Board.
- 9.8 If a Director has been granted a prior leave of absence by the Board, then their position is not to be counted in the number of 'half of the Board' for the purpose of clause 9.7.

Voting

- 9.9 Questions arising at any meeting will be decided by a majority of votes. Each Director present is entitled to 1 vote subject to the restrictions imposed by the Act. The Chair does not have a casting vote.

Delegation by the Board

- 9.10 Subject to clause 9.11, the Board may, as it thinks fit, delegate any of its powers to individual Directors or Members or to committees. A committee may consist of the Directors or Members (or both) that the Board thinks fit. Any individual or committee must comply with any Board direction about how to execute the delegated powers.
- 9.11 The Board may not delegate its power to delegate.
- 9.12 The meetings and proceedings of any committee will be governed by the provisions of this Constitution that regulate the meetings and proceedings of the Board so far as they apply and so far as the Board has not replaced them, together with any Charter or Code of Conduct that the Board may approve.

Defects in appointment

- 9.13 An act done in good faith by any meeting of the Board, any meeting of any committee formed by the Board or by any person acting as a Director will not be invalidated merely because of:
- 9.13.1 any defect in the election, appointment or tenure of a Director or person acting on any such committee; or
- 9.13.2 the disqualification of any of them.

10. Board minutes and circulated resolutions

Making Board resolutions

- 10.1 The Board may make resolutions either:
- 10.1.1 in a meeting, of which minutes must be kept as set out in clause 10.2; or
- 10.1.2 by circulated resolution which must be made and kept as set out in clause 10.3.

Minutes to be kept

- 10.2 The Board must arrange for:
- 10.2.1 proper minutes to be made of the proceedings and resolutions of all meetings of the Company, the Board and committees formed by the Board;
- 10.2.2 the minutes to be entered in books kept for that purpose; and
- 10.2.3 the minutes to be signed by the Chair of the meeting or by the Chair of the next meeting.

Circulated Resolution

- 10.3 If all the Directors have signed a document containing a statement that they are in favour of a resolution set out in the document, then that resolution is to be treated as having been passed as a Circulated Resolution at a meeting of the Board held at the time and date on which the resolution was last signed by a Director.
- 10.4 The reference in clause 10.3 to “all the Directors” in this clause does not include any Director who is not entitled to vote on the Resolution or a Director who has been granted a leave of absence during the relevant time.
- 10.5 Any Circulated Resolution may consist of several documents in identical terms, each signed by one or more Directors and must be entered in the relevant book of minutes of the Company.

Evidence of proceedings and resolutions

- 10.6 A minute or Circulated Resolution that is recorded and signed in accordance with clause 10.2 or 10.3 to 10.5 (as the case may be) is evidence of the proceeding or resolution to which it relates (unless the contrary is proved).

11. Indemnity

Definition of Liability and Officer

- 11.1 In clauses 11.2 to 11.4:
- 11.1.1 **Liability** means costs, losses, liabilities and expenses.
- 11.1.2 **Officer** means a Director, secretary or other officer of the Company and includes a former Officer, but does not include an auditor or agent of the Company.

Indemnity of Officers

- 11.2 The Company must indemnify every Officer out of the assets of the Company against any Liability incurred by that Officer in their capacity as an Officer by reason of any act or thing done or omitted to be done by that person:
- 11.2.1 in that capacity; or
- 11.2.2 in any way in the discharge of that person's duties; or
- 11.2.3 by reason of or relating to the person's status as an Officer.
- 11.3 However, the indemnity in clause 11.2 does not extend to any Liability from, or against, which the Company is not permitted by the Act to exempt or indemnify the Officer.

Indemnity for Proceedings

- 11.4 Without limiting clause 11.2, the Company must indemnify every Officer out of the assets of the Company against any Liability incurred by that person in defending proceedings, whether civil or criminal, in respect of any act or thing done by the Officer in that person's capacity as such Officer.
- 11.5 However, the indemnity in clause 11.4 does not extend to any Liability from, or against, which the Company is not permitted by the Act to exempt or indemnify the Officer.

12. Notices

- 12.1 The Company may serve notice on any Member in the ways shown in the left hand column of the table below.
- 12.2 A notice will be taken to be served at the time shown in the right-hand column of that table on the relevant row.

Way of serving notice	Timing of notice taken to be
Personally	When served
By sending it through the ordinary post to the Member's Registered Address	3 days after the day it is posted. In proving service, it is sufficient to prove that the envelope containing the notice was properly addressed and deposited as a prepaid letter at the post office or in some postal receptacle.
By leaving it at their Registered Address in an envelope addressed to the Member.	Business Day: The same day it is left at the Registered Address. Non-Business Day: the Business Day after it is left at the Registered Address.
By sending it to the email address last notified by the Member in the Company in writing	On the same day that it is sent, provided it is sent before 5.00pm in Wollongong, failing which the next Business Day.

- 12.3 A certificate in writing signed by the Secretary or any officer of the Company that the envelope containing the notice was properly stamped, addressed and posted or delivered will be conclusive evidence of the service of such notice.

13. Distribution of property on winding-up

Distribution of assets on revocation of endorsement of winding up

13.1 If the Company's endorsement as a DGR is revoked or on the winding up or dissolution of the Company, any surplus of the following assets must be paid to another institution or fund that is an endorsed DGR:

13.1.1 gifts of money or property for the principal purpose of the Company received;

13.1.2 contributions described in item 7 or 8 of the table in section 30-15 of the ITAA in relation to a fundraising event (as defined by section 995-1 of the ITAA) held for that purpose; and

13.1.3 money received by the Company because of such gifts and contributions,

during any time that the Company is endorsed as a DGR.

13.2 Any assets remaining after complying with clause 13.1:

13.2.1 must not be paid to Members; and

13.2.2 will be given or transferred to such other fund, authority, institution or company which have:

(a) objects similar to the principal purpose of the Company (if there is one); and

(b) a Constitution which prohibits the distribution of its income and property among its members to an extent at least as great as is imposed on the Company under clause 3.1 of this Constitution,

in addition to the provisions of clause 13.1 relating to specific property and money.

Decision as to relevant institutions

13.3 Choosing which institution or institutions the Company will transfer property to under clauses 13.1 or 13.2 must be done by:

13.3.1 a special resolution of the Members at or before the time of the Company's dissolution;

13.3.2 in the case of revocation of the Company's DGR endorsement, a special resolution of the Members as soon as practicable after notification of revocation; and

13.3.3 if no such special resolution is passed, then by a Judge or Registrar of the Supreme Court or such other court of competent jurisdiction.

14. Replaceable Rules displaced

- 14.1 Each of the provisions of the Act that would, but for this clause, apply to the Company as a replaceable rule is expressly displaced and does not apply to the Company.

15. Alteration

- 15.1 The Company may only alter this Constitution by a special resolution in accordance with the Act.

16. Definitions and Interpretation

Definitions

- 16.1 In this Constitution these capitalised terms have the following meaning:

Act	the <i>Corporations Act</i> 2001 (Cth)
Annual Meeting	the annual general meeting of Members.
Application	an application for Membership.
Auditor	the auditor or auditors of the Company, if the Company is required to have one. If the Company is not required to have an auditor, but has one, then it includes any such auditor.
Board	the board of directors of the Company.
Business Day	Monday to Friday excluding public holidays in New South Wales.
Chair	the Director who is elected to this office by the Board.
Circulated Resolution	has the meaning in clause 10.3;
Company	Grand Pacific Health Limited (A.C.N 603 799 088).
Constitution	this Constitution, as amended.
DGR	Deductible Gift Recipient, in accordance with the ITAA.
Deputy Chair	the Director who is elected to this office in accordance with clause 8.6.

Directors	the members of the Board (individually or collectively as the context permits).
General Meeting	an Annual General Meeting or a Special Meeting of the Company.
ITAA	<i>Income Tax Assessment Act (1997) Cth.</i>
Member	a person admitted to Membership in accordance with this Constitution.
Membership	a membership of the Company
Register	the register of Members kept in accordance with the Act.
Registered Address	the address of a Member shown in the Register.
Registered Office	the registered office of the Company.
Representative	a person as described in clause 4.8.
Special Meeting	a General Meeting of Members other than an Annual General Meeting.

Interpretation

- 16.2 In this Constitution, unless the context requires otherwise:
- 16.2.1 a person includes a corporate body, association, firm, partnership, or other unincorporated body;
 - 16.2.2 a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them;
 - 16.2.3 a clause, is a reference to a clause in this Constitution;
 - 16.2.4 a word or phrase that is defined has the corresponding meaning in its other grammatical forms
 - 16.2.5 writing includes all modes of representing or reproducing words in a legible, permanent and visible form;
 - 16.2.6 the singular includes the plural and vice versa;
 - 16.2.7 a gender includes all other genders; and
 - 16.2.8 headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Constitution.