



Sunbury Community Health Centre Ltd Constitution

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CONSTITUTION SUNBURY COMMUNITY HEALTH CENTRE LTD

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

The liability of the Members is limited. Every Member undertakes to contribute a maximum of \$10.00 to the assets of the Company if it is wound up while they are a Member, or within one year after they stop being a Member, and their contributions are required to pay for the:

1.2.1 debts and liabilities of the Company (incurred before the Member stopped being a Member); and

1.2.2 costs of winding up.

2. Objects

2.1 The principal objects of the Company are to establish, promote and provide community health and welfare services:

2.1.1 for the direct relief of poverty, sickness, destitution and helplessness of members of the community located within its Local Community;

2.1.2 for the delivery of specific health and community service programs to the sick, destitute and helpless outside its Local Community where it has been funded to do so; and

2.1.3 to promote the prevention or control of diseases in human beings.

2.2 Subject always to its principal objects in clause 2.1, the Company has the following additional objects:

2.2.1 to provide services in allied health, social welfare, community services, chronic illness management, preventative health care and health promotion to enhance the social fabric of the Local Community the Company serves;

2.2.2 to provide high quality integrated health services in a professional, confidential and ethical manner;

2.2.3 to secure sufficient funds for the purposes of the Company and to manage these funds in a prudent manner that best attains the objects of the Company;

2.2.4 to encourage and support community participation in the development and provision of the Company's services;

- 2.2.5 to form, where required, partnerships and collaborations with other organisations to facilitate wider networking and where appropriate, to enter into joint ventures to further the aims of the Company;
- 2.2.6 to do all such things as are incidental or conducive to the attainment of all or any of the objects of the Company; and
- 2.2.7 to operate consistently with its Guiding Principles.

2.3 **Guiding principles**

The Company must strive to achieve the following in everything it does:

- 2.3.1 improve the level of good health in the community through access to information and knowledge and skill development in order that people can take greater control of their lives;
- 2.3.2 evidence a social model of health which particularly recognises the needs of those who cannot readily access the health and welfare system;
- 2.3.3 provide services that are financially accessible;
- 2.3.4 have community development and the building of social cohesion as the underlying philosophy of the service;
- 2.3.5 deliver services in a culturally appropriate, effective and empowering manner;
- 2.3.6 provide a family friendly and flexible environment for staff that encourages lifelong learning within a multidisciplinary workplace; and
- 2.3.7 support and promote research projects in community health.

2.4 **Performance Standards**

- 2.4.1 Subject always to clause 2.4.2, while the Company is registered as a community health centre under Division 6 of Part 3 of the *Health Services Act 1988* (Vic):
 - (a) the Performance Standards will be deemed to be incorporated into this Constitution; and
 - (b) the Performance Standards will prevail over any provision in this Constitution to the extent of an inconsistency.
- 2.4.2 A Performance Standard will not be deemed to be incorporated into this Constitution if it is inconsistent with any of the objects set out in clauses 2.1 - 2.3 or otherwise would have the effect of denying the Company the taxation benefits of a public benevolent institution or health promotion charity.

3. **Application of income and property**

3.1 **Promotion of Objects**

- 3.1.1 The Company must apply all of its income and assets solely towards the furtherance and promotion of the Objects.

- 3.1.2 Except as provided in clauses 3.2.1 and 17, the Company may not pay or transfer directly or indirectly any Company income or assets to any of the Members (in their capacity as Members) or Directors.

3.2 **Payments in good faith**

- 3.2.1 Subject to the Relevant Law, clause 3.1 does not prevent payment in good faith to a Member of government grant monies where the grant is made to the Company expressly for the benefit of persons including Members.

- 3.2.2 Subject to the Relevant Law, clause 3.1 does not prevent payment in good faith to an officer or Member or to a firm of which an officer or Member is a partner:

- (a) of remuneration for services to the Company, including services as a Director or services on a Board committee;
- (b) of reimbursement for expenses properly incurred on behalf of or for the purposes of the Company;
- (c) for goods supplied to the Company in the ordinary course of business;
- (d) of interest on money borrowed by the Company and rent for premises let to the Company, where:
 - i. the interest or rent has the prior approval of the Board; and
 - ii. the amount payable is not more than an amount which commercially would be reasonably paid,

provided that any such payment to a Director must comply with clause 3.2.3.

- 3.2.3 The Company must not make any payment to a Director for services rendered by that Director to the Company, including services as a Director, unless:

- (a) the amount, if any, of payment for services as a Director has been approved by the Members in general meeting;
- (b) the provision of those services has the prior consent of the Board;
- (c) the amount payable is on reasonable commercial terms; and
- (d) the payment has the prior approval of the Board.

- 3.2.4 This clause does not prohibit indemnification of or payment of premiums on contracts of insurance for any Director to the extent permitted by law and this Constitution.

4. **Membership**

4.1 **General**

The Members are:

- 4.1.1 the persons who are Members at the date of adoption of this Constitution; and

4.1.2 such other persons the Board admits to membership in accordance with this Constitution.

4.2 **Classes of Members**

There are 2 classes of Members:

4.2.1 Voting Members; and

4.2.2 Life Governors.

4.3 **Voting Member class**

4.3.1 The Voting Member class is for:

- (a) any individual who has attained the age of 18 years, is not an employee of the Company and who has applied and been admitted as a Voting Member; or
- (b) a hospital, university or local government council which the Directors consider to be suitable to be a member of the Board and which has applied and been admitted as a Voting Member.

4.3.2 A Voting Member has the right to receive notices of and to attend and be heard at any general meeting and the right to vote at any general meeting.

4.3.3 The number of Voting Members may not exceed 100.

4.4 **Life Governor class**

4.4.1 The Life Governor class is for any natural person who is not an employee of the Company, who has made an outstanding contribution to the Company and has accepted the Board's offer of appointment as a Life Governor in the form specified by the Board.

4.4.2 A Life Governor has the right to receive notices of and to attend and be heard at any general meeting and the right to vote at any general meeting.

4.5 **Application for membership**

4.5.1 An application for membership as a Voting Member must be made to the Board in a form specified by the Board and accompanied by any fee prescribed by the Board.

4.5.2 The Board will consider an application for membership as soon as practicable after its receipt. The Board has discretion to admit or reject an application for membership and the Board need not give reasons for its decision.

4.5.3 Subject to clause 4.11, if the Board accepts an application, the applicant's name will be entered in the Register as soon as practicable. The applicant becomes a Member when their name is entered in the Register.

4.5.4 If the Board rejects an application for membership, as soon as practicable thereafter, the applicant will be notified and any moneys tendered with the application will be repaid without interest.

4.6 **Representative**

- 4.6.1 A Member that is not a natural person (see 4.3.1 (b)) must appoint a natural person as its Representative by written notice to the Board in a form approved by the Board.
- 4.6.2 The name and address of the Representative will be entered in the Register and all correspondence and notices from the Company will be served on that Representative.
- 4.6.3 The notice of appointment must set out what the Representative is appointed to do and may set out restrictions on the Representative's powers. If the appointment is made by reference to a position held, the appointment must identify the position. Unless otherwise specified, the Representative may exercise, on the Member's behalf, all the powers that the Member could exercise at a meeting or in voting or a resolution.
- 4.6.4 A Member may remove and replace a Representative where the Member gives written notice to the Board in a form approved by the Board.

4.7 **Annual subscription**

- 4.7.1 The Board may determine the membership fee or any other fee payable by Members for a particular period. In determining the fee, the Board may provide for different fees for different Members, based on such factors as it sees fit.
- 4.7.2 The Board must give Members not less than one month's notice of any change to the fees.
- 4.7.3 Payment of fees renders a Member financial. A Member whose fees are not paid by the due date is not financial and, for so long as any amount of their fees is outstanding, is not entitled to attend meetings of the Company, is not entitled to vote at general meetings and is not entitled to nominate a candidate or stand as a candidate for election as a Director.
- 4.7.4 If a Member fails to pay their fees by the due date, the Board may notify the Member of the non-payment and if a period of 2 months after such notice passes without payment having been made in full, the Member will be deemed to have allowed their membership to lapse.

4.8 **Register**

4.9 The Company must maintain a Register.

4.10 The Register must contain the full name, address and date of entry of each Member. It must identify the class of each Member. It may also contain such other information as the Directors may require within the law. The Register must be available for inspection at the registered address of the Company.

4.11 **Closure of Register**

No person may be admitted as a Member in any year after 1 July until the day after the next general meeting.

4.12 **Removal from the Register**

- 4.12.1 Where a Member ceases to be a Member, their name must be removed from the Register.
- 4.12.2 Upon the removal of a Member's name from the Register:
- 4.12.3 the Member will forfeit all rights and privileges attaching to Membership and all rights which the Member may have against the Company arising out of the Membership; and
- 4.12.4 the Company will have no liability to such Member in respect of the removal from the Register.

5. Cessation of Membership

5.1 **Grounds for cessation**

A Member will cease to be a Member if the Member:

- 5.1.1 resigns by giving written notice to the Company, which takes effect from the date of receipt of the notice or any later date set out in the notice;
- 5.1.2 allows its Membership to lapse under clause 4.7.4;
- 5.1.3 is expelled in accordance with clause 5.3;
- 5.1.4 is a corporate entity and becomes insolvent, becomes subject to the appointment of a liquidator, is wound up, dissolved, deregistered or otherwise ceases to exist; or
- 5.1.5 becomes, if the Board determines in its absolute discretion, an untraceable Member because the person has ceased to be located at, attend or otherwise communicate with their registered address or with the Company.

5.2 **Surviving liability**

Any Member who ceases to be a Member remains liable for any moneys which may be owing to the Company.

5.3 **Expulsion**

- 5.3.1 The Board may convene a general meeting to consider a resolution to expel a Member or implement appropriate disciplinary action (including temporary suspension of membership rights) if the Member:
 - (a) has committed a breach of any obligation or duty under this Constitution; or
 - (b) has engaged in conduct detrimental to the interests of the Company.
- 5.3.2 At least 2 months before the general meeting at which a resolution referred to in clause 5.3.1 is considered, the Member must be:
 - (a) served notice of the meeting including the particulars of the alleged act, omission or conduct complained of and the intended resolution; and

- (b) given the opportunity to present in writing or orally (or both) at the meeting and before the passage of the resolution any representation the Member thinks fit.
 - 5.3.3 Where the Member submits a written representation to the Company no later than 30 days before the general meeting and requests that it be given to all Members, the Company must distribute the representation with the notice of the general meeting or as soon as practicable afterwards, provided it is not:
 - (a) more than 1,000 words long; or
 - (b) defamatory.
 - 5.3.4 Subject to the requirements of clauses 5.3.1 - 5.3.3, a Member will be expelled with immediate effect upon the passage of an ordinary resolution of Members.
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6. General meetings

6.1 General meetings called by the Board

- 6.1.1 The Board may convene a general meeting at such time and place as the Board thinks fit.
- 6.1.2 If Members with at least 25% of the votes that may be cast at a general meeting make a written request to the Company for a general meeting to be held, the Board must:
 - (a) within 21 days of the Members' request, give all Members notice of a general meeting; and
 - (b) hold the general meeting within 2 months of the Members' request.
- 6.1.3 For the purposes of clause 6.1.2, the percentage of votes held by Members requesting the general meeting is calculated as at midnight immediately prior to the request being made of the Company.
- 6.1.4 The Members who make the request for a general meeting must:
 - (a) state in the request any resolution to be proposed at the meeting;
 - (b) sign the request; and
 - (c) give the request to the Company.
- 6.1.5 Separate copies of a document setting out the request may be signed by Members if the wording of the request is the same in each copy.

6.2 General meetings called by Members

- 6.2.1 If the Board does not call the meeting within 21 days of being requested under clause 6.1.2, 50% or more of the Members who made the request may call and arrange to hold a general meeting.
- 6.2.2 To call and hold a meeting under clause 6.2.1, the Members must:

- (a) as far as possible, follow the procedures for general meetings set out in this Constitution;
- (b) call the meeting using the list of Members on the Register, which the Company must provide to the Members making the request at no cost; and
- (c) hold the general meeting within 3 months after the request was given to the Company.

6.2.3 The Company must pay the Members who request the general meeting any reasonable expenses they incur because the Board did not call and hold the meeting.

6.3 Annual general meeting

6.3.1 The Company must hold an annual general meeting at least once in every calendar year at the time and place determined by the Board.

6.3.2 Even if these items are not set out in the notice of meeting, the business of an annual general meeting may include:

- (a) a review of the Company's activities;
- (b) a review of the Company's finances;
- (c) any auditor's report;
- (d) the election of Directors;
- (e) the appointment and payment of auditors (if any); and
- (f) any other business which may lawfully be transacted at a general meeting.

6.3.3 Before or at the annual general meeting, the Board must give information to the Members on the Company's activities and finances during the period since the last annual general meeting.

6.3.4 The chairperson of the annual general meeting must give Members as a whole a reasonable opportunity at the meeting to ask questions or make comments about the management of the Company.

6.4 Notice of general meeting

The Board must give not less than 21 days' written notice of a general meeting to the Members, the Directors and the auditor (if any).

6.5 Shorter notice

6.5.1 Subject to clause 6.5.2, notice of a meeting may be provided less than 21 days before the meeting if:

- (a) for an annual general meeting, all the Members entitled to attend and vote at the annual general meeting agree beforehand; or
- (b) for any other general meeting, Members with at least 95% of the votes that may be cast at the meeting agree beforehand.

6.5.2 Notice of a meeting cannot be provided less than 21 days before the meeting if a resolution will be moved to:

- (a) remove a Director;
- (b) appoint a Director in order to replace a Director who was removed; or
- (c) remove an auditor.

6.6 **Contents of notice**

The notice of general meeting must specify the following information:

- 6.6.1 the place, the day and the hour of meeting (and if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this);
- 6.6.2 the general nature of the meeting's business;
- 6.6.3 if applicable, a statement that a Special Resolution is to be proposed and the words of the proposed resolution;
- 6.6.4 a statement that Members have the right to appoint proxies and that, if a Member appoints a proxy:
 - (a) the proxy need not be a Member;
 - (b) the proxy form must be delivered to the Company at its registered address or the address (including an electronic address) specified in the notice of the meeting; and
 - (c) the proxy form must be delivered to the Company at least 48 hours before the meeting.

6.7 **Failure to receive notice**

- 6.7.1 The accidental omission to give notice of a meeting to any Member or the non-receipt of such notice by any Member does not invalidate any resolution passed at, or proceeding of, that meeting.
- 6.7.2 A person's attendance at a general meeting waives any objection that the person may have to:
 - (a) a failure to give notice or to the giving of a defective notice of a general meeting unless, at the beginning of the meeting, the person objects to the holding of the meeting; and
 - (b) the consideration of a particular matter at the meeting which is not within the business referred to in the notice of the meeting, unless the person objects to considering the matter when it is presented.

6.8 **Cancellation of general meetings**

- 6.8.1 The Board may cancel a general meeting, other than a general meeting which it is required to call and hold under the Relevant Law or a general meeting called by Members under clause 6.2.1 .

6.8.2 A general meeting may only be cancelled in accordance with clause 6.8.1 if notice of the cancellation is given to all persons entitled to receive notice of the meeting at least 2 business days prior to the time of the meeting as specified in the notice of meeting.

6.9 **Quorum at general meetings**

6.9.1 No business may be transacted at a general meeting, except the adjournment of the meeting, unless a quorum is present.

6.9.2 A quorum for a general meeting is the lesser of 11 Members entitled to vote or one third (rounded up) of Members entitled to vote present in person or by Representative, proxy or attorney.

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

- (a) if the meeting was convened by or on the requisition of Members, it must be dissolved;
- (b) otherwise, it must stand adjourned to the same day in the next week at the same time and place or to another day and at another time and place determined by the Directors.

6.9.4 If a meeting has been adjourned to another time and place determined by the Directors, not less than 7 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 an adjourned general meeting, a quorum is the lesser of 11 Members entitled to vote or one third (rounded up) of Members entitled to vote present in person or by proxy, Representative or attorney. If a quorum is not present within half an hour after the time appointed for the meeting, the meeting must be dissolved.

6.11 **Chairperson**

6.11.1 The Chairperson, or in the Chairperson's absence the Deputy Chairperson, will be the chairperson at every general meeting.

6.11.2 If at any general meeting neither the Chairperson nor the Deputy Chairperson is present within 15 minutes after the time appointed for holding the meeting or if neither is willing to preside, the Members present and entitled to vote will choose a Director to preside. If no Director is present or if all Directors present decline to preside, then those Members present and entitled to vote will choose a Member who is present to preside as chairperson

6.11.3 At any time during a meeting and in respect of any specific item or items of business, the chairperson may elect to vacate the chair in favour of another person nominated by the chairperson (which person must be a Director unless no Director is present or is willing to act). That person is to be taken to be the chairperson of the meeting and will have all the powers of the chairperson (other than the power to adjourn the meeting), during the consideration of that item of business or those items of business.

6.12 Chairperson's powers

Subject to the terms of this Constitution and the general law of meetings, the ruling of the chairperson 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 chairperson may be accepted. The chairperson may expel any Member or Director from a general meeting if the chairperson reasonably considers that the Member's or Director's behaviour is inappropriate.

6.13 Vote of the chairperson at general meetings

The chairperson of a general meeting is entitled to a casting vote in addition to any deliberative vote to which he or she may be entitled on a vote by poll but not on a vote by show of hands.

6.14 Adjournment of meetings when a quorum is present

6.14.1 The chairperson may, at any meeting at which a quorum is present, adjourn the meeting to another time and to another place if so directed by the meeting on a show of hands, unless a poll is demanded.

6.14.2 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.

6.14.3 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.

6.14.4 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.

6.15 Voting on show of hands

6.15.1 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. Those entitled to vote of a show of hands are the Members entitled to vote who are present in person or by Representative, proxy or attorney.

6.15.2 Where a vote on a show of hands is deemed by the chairperson to be tied, the chairperson must call for the matter to be decided by a poll.

6.15.3 If a poll is not duly demanded, a declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

6.16 Demand for a poll

6.16.1 A poll may be demanded by either:

(a) the chairperson; or

(b) at least 5 Members entitled to vote on the resolution, present in person or by Representative, proxy or attorney.

- 6.16.2 The demand for a poll may be withdrawn.
- 6.16.3 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.
- 6.16.4 If a poll is duly demanded, it must be taken in the manner and, except as to the election of a chairperson or on a question of adjournment, either at once or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll is the resolution of the meeting at which the poll is demanded.
- 6.16.5 A poll demanded on the election of a chairperson or on a question of adjournment must be taken immediately.

6.17 Objections to voter qualification

- 6.17.1 No objection may be raised to the qualification of a voter except at the general meeting or adjourned general meeting at which the vote objected to is given or tendered.
- 6.17.2 An objection to the qualification of a voter must be referred to the chairperson, whose decision is final.
- 6.17.3 A vote not disallowed according to an objection as provided in this Constitution is valid for all purposes.

6.18 Auditor's right to be heard

The auditor (if any) is entitled to:

- 6.18.1 attend any general meeting of the Company;
- 6.18.2 be heard at any general meeting of the Company on any part of the business of the meeting that concerns the auditor in their capacity as auditor, even if:
 - (a) the auditor retires at the general meeting; or
 - (b) the Members pass a resolution to remove the auditor from office; and
- 6.18.3 authorise a person in writing to attend and speak at any general meeting as the auditor's representative.

6.19 General meetings conducted by electronic means

- 6.19.1 The Company may hold a general meeting at 2 or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate, including to hear and be heard.
- 6.19.2 All provisions of this Constitution relating to general meetings apply, as far as they can and with any necessary changes, to general meetings by telephone or other electronic means.
- 6.19.3 A Member who participates in a general meeting by telephone or other electronic means is taken to be present in person at the meeting.

- 6.19.4 A general meeting by telephone or other electronic means is taken as held at the place determined by the chairperson of the meeting, as long as at least one of the Members involved was at the place for the duration of the meeting.

7. Proxies

7.1 Appointment of proxies

- 7.1.1 A Member entitled to vote at a general meeting may appoint another person as their proxy to attend and vote instead of the Member. A proxy need not be a Member.
- 7.1.2 A document appointing a proxy must be in writing, in any form permitted by the Relevant Law and the Board and signed by the Member entitled to vote making the appointment.

7.2 Authority of proxies

- 7.2.1 A document appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where the document so provides, the proxy is not entitled to vote on the resolution except as specified in the document.
- 7.2.2 Except as expressly provided by the document appointing a proxy, an appointment of a proxy confers authority to do all things that the Member entitled to vote can do in respect of a general meeting.

7.3 Verification of proxies

- 7.3.1 Before the time for holding the general meeting or adjourned general meeting at which a proxy proposes to vote, both of the following documents must be deposited with the Company:
- (a) the document appointing the proxy; and
 - (b) if the appointment is signed by the appointer's attorney, the authority under which the appointment was signed or a certified copy of that authority.
- 7.3.2 Those documents must be received at the Office, at a fax number at the Office or at another place, fax number or electronic address specified for that purpose in the notice convening the meeting not less than 48 hours before the time for holding the general meeting (except as provided in clause 7.3.3).
- 7.3.3 If a general meeting has been adjourned, an appointment and any authority received by the Company at least 24 hours before the resumption of the meeting are effective for the resumed part of the meeting.

7.4 Validity of proxies

A proxy document is invalid if it is not deposited or produced prior to a meeting in accordance with clauses 7.3.1 - 7.3.3.

7.5 Revocation of appointment of proxy

A vote given in accordance with the terms of a proxy document or power of attorney is valid despite the occurrence of any one or more of the following events, if no intimation in writing of any of those events has been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the document is used:

- 7.5.1 the previous death or unsoundness of mind of the principal; or
- 7.5.2 the revocation of the instrument or of the authority under which the instrument was executed.

8. Attorneys

8.1 Attorney - appointment by Member

Any Member may, by duly executed power of attorney, appoint an attorney to act on the Member's behalf at all or certain specified meetings of the Company. That power of attorney must be produced for inspection at the Office or any other place the Board determines, together with evidence of the due execution of it the Board requires, before the attorney will be entitled to appoint a proxy for the Member granting the power of attorney.

8.2 Attorney – appointment by Directors

The Directors may, by power of attorney, appoint any person whether nominated directly or indirectly by the Directors to be an attorney or attorneys of the Company. Such appointment may be for any purposes and with powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under this Constitution) and for periods and subject to any conditions as the Directors think fit. Any power of attorney may contain provisions for the protection and convenience of persons dealing with any attorney as the Directors think fit and may also authorise any attorney to sub-delegate all or any of the powers, authorities and discretions vested in them.

9. Board

9.1 Number and qualifications of Directors

- 9.1.1 Unless otherwise determined by the Members in general meeting, the Board consists of:
 - (a) not less than 5 nor more than 6 Directors elected by the Members under clauses 9.4.1 - 9.4.4; and
 - (b) up to 3 additional Directors appointed by the Board under clause 9.3.
- 9.1.2 Each candidate for appointment or election as Director must be eligible under the Relevant Law to be a Director, give their prior written consent to be a Director, need not be a Member and must not be an employee of the Company.
- 9.1.3 The Board will comprise individuals who have the skills and experience relevant to the pursuit of the Objects, including in any or all of the areas of health, welfare, finance, governance, law and community involvement.

9.2 Term of appointment

- 9.2.1 Except as provided in clauses 9.2.4 (rotational retirement) 9.3 (casual vacancies and additional Directors) and 9.5 (replacement of a Director removed from office by Members), a Director will hold office from the end of the annual general meeting at which they are elected until the end of the third annual general meeting following that appointment, when they must retire (**3 year term**).
- 9.2.2 A Director appointed under clause 9.3 as an additional Director holds office for the period (not exceeding 3 years) specified at the time of their appointment, after which time they must retire.
- 9.2.3 A Director appointed under clause 9.3 to fill a casual vacancy in an elected position will retire at the end of the next annual general meeting.
- 9.2.4 At the end of each annual general meeting of the Company, one third of the elected Directors for the time being (or if their number is not a multiple of 3, then the number nearest one third) must retire. Unless they agree otherwise among themselves, the Directors to retire will be:
- (a) first, those who wish to retire;
 - (b) secondly, those who have been longest in office since their appointment; and
 - (c) thirdly, as between those persons who became Directors on the same day, determined by lot unless they otherwise agree among themselves.
- 9.2.5 Subject to clause 9.1.2 (eligibility criteria), a retiring Director may be reappointed or re-elected.

9.3 Casual vacancies and additional Directors

The Board may at any time, appoint a person to be a Director, either to fill a casual vacancy or as an addition to the number of elected Directors, having regard to the composition of the Board described in clause 9.1.3.

9.4 Election of Directors

- 9.4.1 There will be a standing committee of the Board to assist and advise the Board on the nomination of suitable candidates for election as Directors, including by receiving and proposing nominations of candidates (**Nominations Committee**). No candidate may be appointed or elected as Director unless they have been considered by the Nominations Committee and endorsed by the Board.
- 9.4.2 No later than 40 days prior to an annual general meeting at which a vacancy will arise in the office of Director, the Nominations Committee will:
- (a) identify and consider candidates for appointment to any forthcoming vacancy on the Board; and
 - (b) make recommendations to the Board of at least one candidate for each vacancy who meets the general criteria under clause 9.1.2 and has relevant skills and experience, having regard to the requirements set out in clause 9.1.3.

9.4.3 The Board may request the Nominations Committee to propose additional candidates.

9.4.4 If there are more candidates nominated than there are vacancies, balloting lists will be prepared containing the names of the candidates in an order determined by lot. The Board may determine the method of the ballot. Each Member is entitled to vote for any number of candidates not exceeding the number of vacancies. The chairperson of the annual general meeting will declare the candidates with the greatest number of votes elected as Directors.

If there are no more candidates nominated than there are vacancies, then the chairperson of the annual general meeting will declare those candidates elected as Directors.

9.5 **Removal from office of Director**

The Company may by ordinary resolution of Members remove a Director from office. 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 appointed, elected or last re-elected a Director.

9.6 **Vacation of office of Director**

In addition to removal of a Director from office under clause 9.5, the office of Director will be vacated if the Director:

9.6.1 becomes bankrupt or makes any arrangement or composition with his or her creditors;

9.6.2 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;

9.6.3 is absent without the consent of the Board from the meetings of the Directors held during a continuous period of 3 months;

9.6.4 becomes ineligible to be a Director by reason of an order made under a Relevant Law;

9.6.5 resigns their office by notice in writing; or

9.6.6 dies.

9.7 **Officers**

At the first meeting of the Board after each annual general meeting, the Directors will elect from among their number a Chairperson and a Deputy Chairperson, each of whom will hold office until the end of the next annual general meeting but who will be eligible for re-election.

10. **Powers of the Board**

The Board is responsible for managing the business and affairs of the Company. The Board may exercise all powers and do all things that are within the Company's power and are not expressly required by any Relevant Law or this Constitution to be exercised by the Company in a general meeting.

11. Proceedings of Directors

11.1 General

- 11.1.1 The Directors may meet for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 11.1.2 The contemporaneous linking together by telephone or other electronic means of a sufficient number of Directors to constitute a quorum constitutes a meeting of the Board. All the provisions in this Constitution relating to meetings of the Board apply, so far as they can and with any necessary changes, to a meeting of the Board by telephone or other electronic means.
- 11.1.3 A Director who takes part in a meeting by telephone or other electronic means is taken to be present at the meeting.
- 11.1.4 A meeting by telephone or other electronic means is taken as held at the place determined by the Chairperson of the meeting, as long as at least one of the Directors involved was at that place for the duration of the meeting.

11.2 Convening of Directors' meetings

The Chairperson or Deputy Chairperson may convene a meeting of Directors whenever they think fit. The Company Secretary must on the requisition of at least 2 Directors convene a meeting of the Directors.

11.3 Notice of Directors' meetings

- 11.3.1 Notice of each meeting of the Directors must be given to each Director at least 24 hours before the meeting or at another time determined by resolution of the Directors. The notice must specify the general nature of the business to be transacted at that meeting.
- 11.3.2 Despite the requirement in clause 11.3.1, all Directors may waive in writing the required period of notice for a particular meeting. 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.
- 11.3.3 Notice of a meeting of Directors:
 - (a) must specify the time and place of the meeting;
 - (b) need not state the nature of the business to be transacted at the meeting; and
 - (c) may be given in person or by post, telephone, fax or other electronic means.
- 11.3.4 The accidental omission to give notice of a meeting to, or the non-receipt of a notice of meeting by, a Director will not invalidate proceedings at a Board meeting.
- 11.3.5 A Director's attendance at a meeting of Directors waives any objection that Director may have to a failure to be given notice of the meeting.

11.4 **Quorum at Directors' meetings**

- 11.4.1 A quorum for a meeting of Directors is one half (rounded up) of the number of Directors.
- 11.4.2 No business may be transacted unless a quorum is present at the time the business is considered.

11.5 **Chairperson and voting at Directors' meetings**

- 11.5.1 The Chairperson will be the chairperson of the Board meetings.
- 11.5.2 If the Chairperson is not present at any Board meeting within 10 minutes after the time appointed for the meeting to begin or is present but is unwilling to act, the Deputy Chairperson will be the chairperson of the meeting.
- 11.5.3 If the Deputy Chairperson is not present at the meeting after the time appointed for the meeting to begin or is present but is unwilling to act, the Directors present must elect a Director to be the chairperson of the meeting.
- 11.5.4 Except as provided by the Corporations Act, questions arising at any meeting will be decided by a majority of votes.
- 11.5.5 All questions will be decided by a show of hands, unless the chairperson of the meeting determines that a secret ballot be held.
- 11.5.6 Each Director has one vote and, in the event of an equality of votes on any question, except as provided by clause 11.5.7, the chairperson of the meeting may exercise a second and casting vote. If a second or casting vote is not exercised by the chairperson, the motion is deemed to be decided in the negative.
- 11.5.7 In the event of an equality of votes in respect of the appointment of a Director, the successful candidate will be determined by lot.
- 11.5.8 Voting by proxy is not permitted at meetings of Directors.

11.6 **Circular resolutions of Directors**

- 11.6.1 The Directors may pass a circular resolution without a Directors' meeting being held.
- 11.6.2 A circular resolution is passed if a majority of the Directors entitled to vote on the resolutions signs or otherwise agrees to the resolution in the manner set out in clause 11.6.3 or clause 11.6.4.
- 11.6.3 The Directors may sign:
 - (a) a single document setting out the resolution and containing a statement that they agree to the resolution; or
 - (b) separate copies of that document, as long as the wording of the resolution is the same in each copy.
- 11.6.4 The Company may send a circular resolution by email to the Directors and the Directors may agree or disagree with the resolution by sending a reply email to that effect, including the text of the resolution in their reply.

11.6.5 Any such resolution in writing may consist of several documents in identical terms, each approved by one or more Directors and must be entered in the relevant book of minutes of the Company.

11.7 Conflict of interests of Directors

11.7.1 A Director who has a material personal interest that relates to the affairs of the Company must give other Directors notice of that interest.

11.7.2 This notice must give details of the nature and extent of the interest, the relation of the interest to the affairs of the Company and must be given at a meeting of the Board as soon as practicable after the Director becomes aware of their interest in the matter. The details must be recorded in the minutes of the meeting.

11.7.3 Other than as permitted by the Corporations Act, a Director who has a material personal interest in a matter that is being considered at a Board meeting must not be present and must not vote on the matter except in accordance with the Corporations Act.

11.8 Committees

11.8.1 The Directors may establish committees for the good governance of the Company including in the areas of finance, audit and risk management and clinical governance and quality improvement.

11.8.2 The Directors may establish any other committees and set out their terms of reference.

11.9 Delegation of powers

11.9.1 The Directors may delegate any of their powers (which are delegable at law) to employees, individual Directors, Members or committees consisting of Directors or other persons as they think fit. In the exercise of delegated powers, an individual or committee must comply with any direction given by the Directors.

11.9.2 Any such delegations must be recorded in writing and maintained in a register of delegated authorities.

11.10 Proceedings of committees

Except as provided in a direction of the Directors, the meetings and proceedings of a committee formed by the Directors must be governed by the provisions of this Constitution, in so far as they are applicable, as if meetings and proceedings of the committee are meetings and proceedings of the Directors.

11.11 Validity of acts of Directors

All acts done by a meeting of the Directors 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 Director or a member of the committee.

12. Minutes

- 12.1 The Company must keep minute books in which it records minutes of meetings within one month:
- 12.1.1 proceedings and resolutions of general meetings,
 - 12.1.2 proceedings and resolutions of meetings of the Directors and of committees formed by the Directors; and
 - 12.1.3 resolutions passed by Directors without a meeting.
- 12.2 The Company must ensure that the minutes of a meeting are signed within a reasonable time after the meeting by one of the following:
- 12.2.1 the chairperson of the meeting; or
 - 12.2.2 the chairperson of the next succeeding meeting.

13. Company Secretary

- 13.1 The Directors will appoint at least one Company Secretary and may at any time terminate that appointment. The Company Secretary holds office on such terms and conditions including as to remuneration and with the powers, duties and authorities determined by the Directors, this Constitution and the Corporations Act.
- 13.2 Unless the Directors determine otherwise, the Company Secretary will be the chief executive officer of the Company.

14. Indemnity and insurance

14.1 Indemnity

- 14.1.1 In clauses 14.1.2 and 14.2 :
- (a) **officer** means a Director or Company Secretary or any employee or other person who is an officer of the Company within the meaning of the Corporations Act (and includes any former incumbent of those officers), but does not include any auditor or agent of the Company; and
 - (b) **to the relevant extent** means:
 - i. to the extent the Company is not precluded by law (including the Corporations Act) from doing so; and
 - ii. for the amount that the officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including an insurer under an insurance policy).
- 14.1.2 The Company indemnifies every officer, to the relevant extent, against all losses and liabilities (including costs, expenses and charges) incurred by that person as

an officer. This indemnity is a continuing obligation and is enforceable by an officer even though that person is no longer an officer.

14.2 **Insurance premiums**

To the extent permitted by law, the Company may pay the premium on a contract insuring a person who is or has been an officer against any liability incurred by the person as an officer.

15. **Alteration of Constitution**

Subject to any provision in any Relevant Law to the contrary, the Company may vary, amend or repeal this Constitution by passing a Special Resolution.

16. **Accounts, audit and records**

16.1 **Accounts**

The Company must keep written financial records that:

16.1.1 correctly record and explain its transactions and financial position and performance; and

16.1.2 would enable true and fair financial statements to be prepared and audited.

16.2 The financial records must be retained for 7 years after the transactions covered by the records are completed.

16.3 The Company must also keep written records that correctly record its operations.

16.4 **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.

16.5 **Rights of inspection**

Subject to the Corporations Act, the Directors 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. 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.

17. **Surplus assets on winding up or dissolution**

17.1 If the Company is wound up and the assets of the Company are more than sufficient:

17.1.1 to pay all of the debts and liabilities of the Company; and

17.1.2 the costs, charges and expenses of the winding up,

the surplus assets must not be distributed to a Member or former Member unless that Member or former Member is a charity described in clause 17.2.

17.2 Instead, the surplus assets must be distributed to one or more charities:

17.2.1 with charitable purpose(s) similar to, or inclusive of, the Objects; and

17.2.2 which prohibits the distribution of its assets to its members to at least the same extent as this Constitution.

17.3 If the Company is endorsed as a deductible gift recipient under subdivision 30BA of the *Income Tax Assessment Act 1997* (Cth) at the time it is wound up, then in addition to the requirements under clause 17.2, each charity charities to which the surplus assets are distributed must also be endorsed as a deductible gift recipient at the time the distribution is made.

17.4 The charity or charities to be given the surplus assets must be determined:

17.4.1 by a Special Resolution at or before the time of winding up; or

17.4.2 if no such Special Resolution is passed, by a Judge of the Supreme Court or such other court of competent jurisdiction.

18. Notices

18.1 Persons authorised to give notices

18.1.1 A notice under this Constitution must be in writing and may be signed personally, electronically or by stamping in a form approved by the Directors.

18.1.2 The signature of a person on a notice given by the Company may be written, printed or stamped.

18.2 Method 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:

18.2.1 by delivering it to a street address of the addressee;

18.2.2 by sending it by prepaid ordinary post (airmail if outside Australia) to a street or postal address of the addressee; or

18.2.3 by sending it by facsimile or e-mail to the facsimile number or e-mail address of the addressee.

18.3 Addresses for giving notices to Members

18.3.1 The street address or postal address of a Member is the street or postal address of the Member shown in the Register.

18.3.2 The facsimile number or e-mail 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.

18.4 **Address for giving notices to the Company**

18.4.1 The street and postal address of the Company is the Office.

18.4.2 The facsimile number or e-mail 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.

18.5 **Time notices are given**

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

18.5.1 if delivered by hand to the street address of the addressee, at the time of delivery;

18.5.2 if it is sent by post to the street or postal address of the addressee, on the second (fifth if outside Australia) business day after posting; or

18.5.3 if sent by facsimile or e-mail to the facsimile number or e-mail address of the addressee, at the time transmission is completed.

18.6 **Proof of giving notices**

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

18.6.1 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; or

18.6.2 a print out of the email, showing the time and date of transmission, unless the sender receives notification that the email containing the notice was not received by the addressee.

19. **Definitions and Interpretation**

19.1 **Definitions**

In this document the following definitions apply:

Board means the board of Directors of the Company.

Chairperson means the Director elected to this office under clause 9.6.

Company means Sunbury Community Health Centre Ltd.

Company Secretary means the person appointed to that position from time to time.

Constitution means this constitution including any amendments.

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

Deputy Chairperson means the Director elected to this office under clause 9.6.

Director means a person elected or appointed to the Board.

Guiding Principles has the meaning in clause 2.3.

Life Governor has the meaning given in clause 4.4.1.

Local Community means the area of Sunbury and surrounding communities, including, but not limited to, the City of Hume, Macedon Ranges Shire and City of Melton however so constituted.

Member means a person admitted to membership of the Company in accordance with this Constitution.

Objects means those objects set out in clauses 2.1 and 2.2.

Office means the registered office of the Company.

Performance Standards means the performance standards to be met by registered community health centres as determined by the Minister pursuant to Part 3 of the *Health Services Act 1988* (Victoria).

Register means the register of Members kept in accordance with the Corporations Act.

Registered Address means the address of a Member as shown in the Register.

Relevant Law means:

- (a) the Australian Charities and Not-for-Profits Commission Act 2012 (Cth);
- (b) the Australian Charities and Not-for-Profits Commission Regulations 2013 (Cth);
- (c) the Charities Act 2013 (Cth);
- (d) the Corporations Act;
- (e) the Corporations Regulations (2001) (Cth); and
- (f) a Ruling.

Representative means the representative of Member appointed under clause 4.6.

Ruling means any:

- (a) class order or regulatory guide issued by the Australian Securities and Investments Commission;
- (b) public or private ruling issued by the Australian Taxation Office; and
- (c) Commissioner's interpretation statement issued by the Australian Charities and Not-for-profits Commission.

Special Resolution means, subject to any Relevant Law, a resolution:

- (a) of which notice has been in accordance with clauses 6.4 - 6.6 ; and
- (b) that has been passed by at least 75% of the votes cast by Members present and entitled to vote on the resolution.

Voting Member has the meaning given in clause 4.3.

19.2 Interpretation

In this document, unless the context otherwise requires:

- 19.2.1 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 document.
- 19.2.2 A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time.
- 19.2.3 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this document.
- 19.2.4 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.
- 19.2.5 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- 19.2.6 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or public authority.
- 19.2.7 A reference to dollars or \$ means Australian dollars.
- 19.2.8 References to the word 'include' or 'including' are to be construed without limitation.
- 19.2.9 A reference to a time of day means that time of day in the place where the Office is located.
- 19.2.10 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.
- 19.2.11 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.
- 19.2.12 A term of this document 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 required it to be done on or by the next business day.

19.3 Replaceable rules to not apply

The replaceable rules set out in the Corporations Act do not apply to the Company.



19.4 **Relevant Law prevails**

The Relevant Law prevails over any inconsistency with this Constitution.