Dated: 22 October 2014

BALLARAT COMMUNITY HEALTH

A.C.N. 136 362 993

CONSTITUTION

Constitution adopted by the Ballarat Community Health Members, 22 October 2014.

Sarah Sainsbury
President, Board of Directors
Ballarat Community Health

NOTE

This document is the Constitution for a company incorporated under the Corporations Act of the Commonwealth of Australia and contains a number of rules which sets out how the company is to be managed.

The rules incorporate or amend the replaceable rules described in the Corporations Act 2001 and have additional rules to assist Members and Directors of the Company to manage the affairs of their company efficiently.

Directors and Members should see the Rules contained in this Constitution as a guide to how they must conduct the affairs of their Company. Where there is any doubt as to the management of the company, or the powers of Directors or Members to make a decision or take a particular act, reference should be made to the Corporations Act and advice sought from the Company's professional advisers.

Corporations Act 2001
Public Company Limited by Guarantee

CONSTITUTION OF

Ballarat Community Health

1. INTERPRETATION

1.1 Definitions

In this Constitution, unless the context requires otherwise, the following words and expressions shall have the following meanings:

1.1.1 **the Act** means the Corporations Act 2001 (Cth) and any statutory modification, amendment or re-enactment thereof from time to time in force, and a reference to any Section shall mean a section of the Act;

1.1.2 **Annual Subscription** means the dollar sum (if any):

1.1.2.1 set out in the Schedule; or

1.1.2.2 set by the Board in accordance with Rule 6.2

1.1.3 **Application Fee** means the dollar sum (if any):

1.1.3.1 set out in the Schedule; or

1.1.3.2 set by the Board in accordance with Rule 6.1;

1.1.4 **Associate Members** means those Members meeting the description set out in Rule 5.3;

1.1.5 **Board** means all of the Directors of the Company for the time being. In the event that the Company has a sole Director, the word **Board** shall mean that Director and includes alternate directors but not an associate director;

1.1.6 **Business Day** means any day which is not a Saturday, Sunday or Public Holiday in Ballarat;

1.1.7 **Chief Executive Officer** means the person appointed to that role in accordance with Rule 15;

1.1.8 **Company** means the above-named Company;

1.1.9 **Director** means any Director of the Company and a reference to **Directors** means the Board;

1.1.10 **Guarantee Amount** means the dollar sum referred to in the Schedule;

1.1.11 **Life Member** means a person who has made a significant contribution to the Company, and who has in recognition of that contribution, been made a life Member of the Company by resolution of the Board

1.1.12 **Member** means any person whose name is, for the time, being recorded in the Register as a Member, and, unless specified, includes Voting Members and Associate Members;

1.1.13 **Office** or **Registered Office** means the Registered Office for the time being of the Company;

1.1.14 **Poll** means any method of voting, including by a show of hands, verbally or in writing, where it is possible to determine the exact number of votes for and against a particular motion;

1.1.15 **Register** means the register of Members, Directors and other information required by the Act;

1.1.16 **Rules** means the Rules forming part of this Constitution, as originally adopted or as from time to time added to or amended;

1.1.17 **Seal** or **Common Seal** means the common seal of the Company (if any);

1.1.18 **Secretary** means and includes the Secretary and any assistant or acting Secretary, and any other person for the time being appointed to perform (whether alone or in addition to any other person or persons) the duties of a Secretary of the Company;

1.1.19 **Special Resolution** has the meaning assigned to that term by Section 9 of the Act;

1.1.20 **Voting Members** means those Members meeting the description set out in Rule 5.2;

1.1.21 **Written** or **In writing** includes printing and lithography and other modes of reproducing or representing words in a visible form, and shall include electronic means provided the same can be recorded in a permanent form.

1.2 Interpretation

In these Rules unless a different intention appears:

1.2.1 words importing a singular number only shall include plural number and vice versa;

1.2.2 words importing one gender only shall include any gender;

1.2.3 words importing persons shall include companies and corporations;

1.2.4 words and expressions contained in these Rules shall be interpreted in accordance with the provisions of the Act as in force as at the date which such interpretation is required;

1.2.5 any heading or marginal note inserted in these Rules is included for convenience only and shall not affect the construction of these Rules; and

1.2.6 the number of Members and Directors in the Company shall be not less than and not more than the number allowed by the Act;

1.2.7 a reference to any law or legislation 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; and

1.2.8 a reference to dollars or $ means Australian dollars.

1.3 Replaceable Rules

Each of the replaceable rules contained in the Act are displaced and do not apply to the Company.

2. NATURE OF COMPANY AND LIABILITY

2.1 Nature of Company

The Company is a public company limited by guarantee.

2.2 Liability of Members

The liability of the Members is limited.

2.3 Guarantee

Every Member undertakes to contribute the Guarantee Amount to the assets of the Company if it is wound up while he or she is a Member, or within one (1) year after he or she is removed from the Register.

3. OBJECTS OF THE COMPANY

The Company has the following objects:

3.1 To provide, through direct provision of health and related services, direct relief of poverty, sickness, suffering, distress, misfortune, disability or helplessness, to the public.

3.2 To provide a range of accessible and culturally relevant health and support services, programs and resources to increase the opportunities for people to live and function at an optimal level of health and quality of life.

3.3 To deliver and promote services which enable and support people to manage their health and continue living in their community.

3.4 To promote healthy life styles and educate people in measures which will maintain and improve their health status and functioning and prevent illness.

3.5 To provide a quality and integrated community health program offering a range of curative, remedial, rehabilitative, preventative, maintenance and educative services appropriate to local needs.

3.6 To target services and resources to meet the needs of those most at risk.

3.7 To advocate and focus on redressing the inequalities which affect people's health and well being.

3.8 To help prevent illness and promote better health by providing information and education to individuals and the community.

3.9 To promote better health by networking and resourcing individuals, including health practitioners, community groups and organisations that focus on healthy outcomes.

3.10 To actively encourage community participation in the planning, management, delivery and evaluation of services.

3.11 To invest, raise and borrow funds and purchase, lease or acquire real and personal property for all or any of the foregoing purposes.

3.12 To manage the Company and available resources efficiently and effectively to achieve the foregoing purposes.

3.13 To establish and maintain a gift fund and to apply for and do all things necessary to maintain endorsement as a Deductible Gift Recipient and as an Income Tax Exempt entity or fund. Additionally, to obtain Fringe Benefits Tax exemption in accordance with the Fringe Benefits Assessment Act 1986, Part III.

3.14 To raise money to further the aims of the Company and to secure sufficient funds for the purposes of the Company.

3.15 To receive any funds and to distribute these funds in a manner that best attains the objects of the Company.

3.16 To become registered and to maintain registration as a registered community health centre under the Health Services Act 1988 (Vic) (as amended).

3.17 To do all such things as are incidental or conductive to the attainment of all or any of the objects of the Company.

4. GUIDING PRINCIPLES

The Company has the following guiding principles:

4.1 To give priority to the socially and economically disadvantaged, and, in particular, the frail aged, the disabled, the mentally ill and individuals with complex health care needs;

4.2 to recognise a social model of health which identifies the needs of those who cannot readily access the health and welfare system;

4.3 to directly deliver high quality services which enhance health and wellbeing;

4.4 to deliver services in a culturally appropriate, effective and empowering manner;

4.5 to strive for a seamless system of care which ensures maximum accessibility for clients; and

4.6 within the scope of its principal objects, to work in partnership with members of the community and other agencies to improve their health and well-being.

5. MEMBERSHIP

5.1 Classes of Membership

The membership of the Company will be divided into the following classes of membership:

5.1.1 Voting Members

5.1.2 Associate Members

5.1.3 Life Members

5.2 Voting Members

5.2.1 A Voting Member of the Company is any natural person over the age of 18 who:

5.2.1.1 applies for membership in the form approved by the Board from time to time;

5.2.1.2 agrees to pay the Guarantee Amount;

5.2.1.3 is approved as a Member and has his or her name entered in the Register; and

5.2.1.4 specifies in his or her membership application (or subsequently notifies the Board in writing) that he or she wishes to be a Voting Member and:

5.2.1.4.1 pays the Application Fee; and

5.2.1.4.2 pays an Annual Subscription.

5.3 Associate Members

5.3.1 **An Associate Member** of the Company is any natural person over the age of 18 who:

5.3.1.1 applies for membership in the form approved by the Board from time to time;

5.3.1.2 agrees to pay the Guarantee Amount;

5.3.1.3 is approved as a Member and has his or her name entered in the Register; and

either:

5.3.1.4 specifies in his or her membership application (or subsequently notifies the Board in writing) that he or she wishes to be a Associate Member; or

5.3.1.5 specifies in his or her membership application (or subsequently notifies the Board in writing) that he or she wishes to be a Voting Member but:

5.3.1.5.1 fails to pay the Application Fee; or

5.3.1.5.2 has not paid the Annual Subscription by its due date for payment.

5.4 Life Members

5.4.1 **A Life Member** is any natural person who has made a significant contribution to the Company and is appointed to that category of membership by a by a resolution of the Board.

5.4.2 A Life Member has all the rights and obligations of a Voting Member, but the requirement for annual renewal of membership and payment of the Annual Subscription is waived.

5.5 Membership

The Members of the Company are:

5.5.1 those persons named in the Schedule who have consented to be named as the initial Members in the application for incorporation of the Company to the Australian Securities and Investments Commission; and

5.5.2 such other persons as the Company admits to membership in accordance with these Rules.

5.6 Application for membership

Any individual who is at least 18 years old at the date of application may apply to be a Member of the Company.

5.7 Members

5.7.1 All Members must comply with these Rules.

5.7.2 Voting Members must also:

5.7.2.1 pay the Application Fee in accordance with Rule 6.1; and

5.7.2.2 in order to maintain Membership, pay the Annual Subscription in accordance with Rule 6.2.

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

5.7.4 An Associate Member has the right to receive notices of and to attend and be heard at any general meeting but does not have the right to vote at any general meeting.

5.8 Form of application

An application for membership must be in the form approved by the Board from time to time, provided however that the Board may not approve an application for membership unless:

5.8.1 it contains the full name, address and signature of the applicant;

5.8.2 the applicant agrees in writing to pay the Guarantee Amount in accordance with these Rules; and

5.8.3 if the application specifies that the Member wishes to be a Voting Member it is accompanied by payment of any applicable Application Fee and Annual Subscription.

5.9 Admission to Membership

5.9.1 On receipt of an application to become a Voting Member, the Chief Executive Officer must forward the application to the Board. Applications for Associate Membership will be managed by the Chief Executive Officer.

5.9.2 The Board must consider each application for Membership as soon as practicable after its receipt. The Board has discretion to admit or reject the application. The Board need not give reasons for its decision but must inform the applicant of its decision within 45 days.

5.9.3 If the Board or the Chief Executive Officer accepts an application for membership, the Chief Executive Officer must enter the applicant's name in the Register with as little delay as possible. The applicant becomes a Member of the Company when their name is entered in the Register. If the application is rejected, the amount of the Annual Subscription paid by the applicant must be returned to the applicant.

5.9.4 A right, privilege or obligation of a person by reason of his or her membership of the Company:

5.9.4.1 is not capable of being transferred or transmitted to another person; and

5.9.4.2 terminates upon the cessation of his or her membership, except for the obligation to pay the Guarantee Amount pursuant to clause 2.3.

5.10 Entry onto Register

5.10.1 The Chief Executive Officer must enter the name and details of the applicant in the Register as soon as practicable after the application for membership is accepted.

5.10.2 Notwithstanding anything to the contrary in these Rules, no person is:

5.10.2.1 entitled to the rights and benefits of membership; or

5.10.2.2 obliged to contribute the Guarantee Amount;

unless and until that person's details are entered in the Register.

5.11 Register of Members

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

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

5.11.2.1 the full name of the Member, their address, telephone and all contact details;

5.11.2.2 the category of Membership;

5.11.2.3 the date of admission to and cessation of Membership;

5.11.2.4 the date of last payment of the Member's Annual Subscription (if applicable);

5.11.2.5 such other information as the Board requires.

5.11.3 Each Member must notify the Secretary in writing of any change in that person's name, address, telephone or other contact details within one month after the change.

5.12 Period of membership

For the avoidance of doubt:

5.12.1 Membership is annual from 1 July to 30 June in each year;

5.12.2 Voting Members wishing to remain Voting Members must pay the Annual Subscription, in accordance with Rule 6.2, to retain their status as Voting Members; and

5.12.3 Associate Members need not renew or re-apply for membership each year.

6. APPLICATION FEE AND ANNUAL SUBSCRIPTION

6.1 Application fee

The Board may from time to time change the Application Fee.

6.2 Annual subscription

6.2.1 In order to maintain membership, each Voting Member must pay the Annual Subscription.

6.2.2 The Board must invoice each Voting Member for the Annual Subscription by no later than the date determined by the Board from time to time.

6.2.3 Annual Subscriptions are due and payable within 30 days of the date of the invoice referred to in 6.2.2.

6.2.4 The Board may from time to time change the Annual Subscription.

6.3 Waiver

The Board may waive the Application Fee or Annual Subscription for any Member, either permanently or for any period determined by the Board.

7. REMOVAL AND CESSATION OF MEMBERSHP

7.1 Resignation

7.1.1 A Member may resign from membership of the Company by giving written notice to the Secretary.

7.1.2 The resignation of a Member is deemed to take effect from the date of receipt of the notice of resignation or such later date as is provided in the notice.

7.2 Failure to pay Annual Subscription

If a Voting Member has not paid all arrears of Annual Subscriptions by 5:00pm on 30 September in the same year it is due then that person automatically ceases to be a Voting Member and the Secretary must amend the Register as soon as reasonably practicable to record that person as an Associate Member. That person may only be reinstated as a Voting Member upon payment in full of all arrears and by following the application and admission procedure in Rule 5.

7.3 Other cessation of Membership

A Member automatically ceases to be a Member upon the Member:

7.3.1 dying;

7.3.2 becoming subject to guardianship, administration or having his or her property dealt with under a law relating to mental health; or

7.3.3 being declared bankrupt.

7.4 Removal from Membership

7.4.1 The Board may convene a meeting of Members to consider the removal of a Member from the Register, if a majority of the Board do not consider that Member to be suitable for membership.

7.4.2 The Board must:

7.4.2.1 provide at least two (2) month's written notice to any Member of any intention to remove that Member from the Register, so as to enable the Member to provide any written representations to the Company; and

7.4.2.2 give the Members at least twenty-one (21) days written notice of the meeting convened in accordance with Rule 7.4.1.

7.4.3 Where:

7.4.3.1 any written representations are made by the Member; and

7.4.3.2 the Member requests that the representations be notified to Members of the Company,

the Company must do both of the following:

7.4.3.3 state, in any notice of the meeting given to Members of the Company, that the representations have been made; and

7.4.3.4 send a copy of the representations to every Member of the Company to whom the notice of the meeting has been or is sent.

7.4.4 The requirements in Rule 7.4.3 do not apply to the Company if the representations are received by it too late for it to satisfy those requirements.

7.4.5 If a copy of the representations is not so sent because they were received too late or because of the Company's default, the Member may, without affecting any right to be heard orally, require the representations be read out at the meeting.

7.4.6 Copies of the representations need not be sent out and the representations need not be read out at the meeting if the Board is satisfied on reasonable grounds that the rights conferred by Rule 7.4.3 are being abused to secure publicity for defamatory matter.

7.4.7 The Directors may opt not to give reasons for recommending the removal of any Member from the Register.

7.4.8 An ordinary resolution of Members is required to pass the necessary resolution to remove a Member under Rule 7.4

8. NO PROFITS FOR MEMBERS

8.1 Application of income or property

8.1.1 The assets and income of the Company shall be applied solely in furtherance of the Company's objects.

8.1.2 No portion of the Company's assets or income shall be distributed directly or indirectly to the Members, except as permitted by Rule 8.2.

8.2 Payments, services and information

8.2.1 Nothing in Rule 8 prevents the payment in good faith of any of the following:

8.2.1.1 remuneration to any officers or employees of the Company for services actually rendered to the Company;

8.2.1.2 an amount to any Member in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual course of business;

8.2.1.3 reasonable and proper interest on money borrowed from any Member;

8.2.1.4 reasonable and proper rent for premises let by any Member to the Company; or

8.2.1.5 an amount to reimburse a Member for expenditure incurred by the Member, in furtherance of the Company's objects, which is approved or ratified by the Board.

8.2.2 Nothing in this Rule 8 prevents Members from receiving services provided by the Company for which they are eligible as members of the community.

8.3 Remuneration of Directors

No remuneration or other benefit in money or money's worth will be paid or given by the Company to any Director except reimbursement of out-of-pocket expenses, which must be approved by ordinary resolution of the Board.

9. GENERAL MEETINGS

9.1 Annual General Meeting

9.1.1 The Company must hold an Annual General Meeting at least once in each calendar year.

9.1.2 The ordinary business of the Annual General Meeting shall be:

9.1.2.1 the consideration of the annual financial report, Directors' report and auditors' report;

9.1.2.2 the election of Directors;

9.1.2.3 the appointment and termination of the auditor.

9.1.3 The Company may consider other business at the Annual General Meeting.

9.1.4 The Company may convene general meetings in addition to the Annual General Meeting, in accordance with this Rule 9.

9.2 Convening of meetings by Directors

A general meeting must be convened if requested by the majority of Directors.

9.3 Convening of meetings by Members

The Directors must call and arrange to hold a general meeting if required to do so under the Act.

9.4 Notice of general meeting

9.4.1 Written notice of a general meeting must be given at least 21 days prior to the meeting and 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 that will be used to facilitate the meeting, the general nature of the business to be transacted and any other matters as are required by the Act.

9.4.2 A notice of a general meeting may be given by any form of communication permitted by the Act.

9.4.3 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.

9.5 Cancellation of general meetings

9.5.1 The Directors may cancel a general meeting, other than a general meeting which they are required to convene and hold under the Act.

9.5.2 A meeting may only be cancelled in accordance with Rule 9.5.1 if notice of the cancellation is given to all persons entitled to receive notice of the

meeting at least two (2) Business Days prior to the time of the meeting, as specified in notice of meeting.

9.6 Quorum at general meetings

9.6.1 Except as otherwise set out in this document, the lesser of:

9.6.1.1 25% (or the next highest whole number) of the total number of Voting Members; and

9.6.1.2 10 Voting Members

present in person or by representative is a quorum.

9.6.2 Business may not be transacted at a general meeting unless a quorum of Voting Members is present at the time when the meeting proceeds to business.

9.6.3 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:

9.6.3.1 if the meeting was convened by or on the requisition of Members, it must be dissolved; or

9.6.3.2 otherwise, it must stand adjourned:

9.6.3.2.1 to the same day in the next week at the same time and place; or

9.6.3.2.2 to another day and at another place determined by the Board.

9.6.4 No notice is necessary for the reconvening of a meeting adjourned in accordance with Rule 9.6.3.2 but in all other cases, Rule 9.10 applies.

9.7 Quorum at adjourned general meetings

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

9.8 Appointment of chairperson

9.8.1 If the Board has elected one of their number as chairperson of their meetings in accordance with Rule 13.7.1, that person is entitled to preside as chairperson at every general meeting.

9.8.2 The Directors present at a general meeting must elect one of their number to chair the meeting if either of the following applies:

9.8.2.1 no Director has been elected as the chairperson of Directors meeting; or

9.8.2.2 the chairperson is not present within 15 minutes after the time appointed for the holding of the meeting or he is unwilling to act.

9.8.3 The Voting Members present at a general meeting must elect one of their number to chair the meeting if there are no Directors present within 15 minutes after the time appointed for the holding of the meeting or all Directors present decline to take the chair.

9.9 Chairperson's powers

9.9.1 Subject to the terms of this document dealing with adjournment 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.

9.9.2 The chairperson, in their discretion may expel any Member or Director from a general meeting if the chairperson reasonably considers that the Member or Director's conduct is inappropriate behaviour. Any of the following conduct may be considered inappropriate in a general meeting:

9.9.2.1 the use of offensive or abusive language which is directed to any person, object or thing;

9.9.2.2 attendance at the meeting while under the influence of any kind of drug including but not limited to any alcoholic substance;

9.9.2.3 the use or consumption of any drug by a person at the meeting;

9.10 Adjournment of meetings

9.10.1 The chairperson may, with the consent of any 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.

9.10.2 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.

9.10.3 When a meeting is adjourned, other than to the same time at the same place in the following week, notice of the adjourned meeting and of the business left unfinished must be given as in the case of an original meeting.

9.11 Voting on show of hands

9.11.1 At a general meeting a resolution put to the vote of the meeting must be declared on a show of hands unless a Poll is demanded in accordance with Rule 9.12:

9.11.1.1 before that vote is taken; or

9.11.1.2 before the result is declared; or

9.11.1.3 immediately after the result is declared.

9.11.2 If a Poll is not duly demanded:

9.11.2.1 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

9.11.2.2 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.

9.12 Demand for a Poll

9.12.1 A Poll may be demanded by either:

9.12.1.1 the chairperson; or

9.12.1.2 at least five (5) Voting Members entitled to vote on the resolution.

9.12.2 The demand for a Poll may be withdrawn.

9.12.3 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.

9.12.4 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.

9.12.5 A Poll demanded on the election of a chairperson or on a question of adjournment must be taken immediately.

9.13 Voting rights of Voting Members

9.13.1 On a show of hands every person present who is a Voting Member has one vote.

9.13.2 On a Poll every Voting Member present in person or by proxy, attorney or representative has one vote.

9.14 Vote of the Chairperson at general meetings

The chairperson of a general meeting is entitled to a second or casting vote.

9.15 Objections to voter qualification

9.15.1 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.

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

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

9.16 Mode of meeting for Members

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

9.17 Resolution in writing

A resolution in writing signed by all Voting Members, excluding Members who have been given leave of absence, is to be treated as a determination of the Members passed at a meeting of the Members duly convened and held.

9.18 Form of resolution in writing

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

9.18.2 If a resolution in writing is signed by a proxy of a Voting Member, it must not also be signed by the appointing Member and vice versa.

9.18.3 In relation to a resolution in writing a document generated by electronic means which purports to be a facsimile of a resolution of 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.

10. PROXIES AND REPRESENTATIVES

Financial members may elect to appoint either a natural person or body corporate to be their proxy and to direct their vote on a matter subject to a vote at a meeting of members.

11. APPOINTMENT AND RETIREMENT OF DIRECTORS

11.1 Directors

The Directors of the Company are:

11.1.1 those persons named in the Schedule who have consented to be named as the initial Directors in the application for incorporation of the Company to the Australian Securities and Investments Commission; and

11.1.2 such other persons appointed in accordance with these Rules.

11.2 Number of Directors

Until otherwise determined in accordance with this document, the number of Directors must not be less than five (5) nor more than twelve (12).

11.3 Qualifications of Directors

11.3.1 A person must be a Member to be eligible to be, or to remain, a Director.

11.3.2 A person is not eligible to be a Director if:

11.3.2.1 under any legislation governing the Company or any of its activities; or

11.3.2.2 under any funding or services arrangement or agreement between the Company and any government, government department or quasi-governmental authority ("funding agreement") that person would be ineligible to be a Director, or having that person as a Director would cause the Company to contravene any legislation, commit an offence or breach any funding agreement.

11.4 Tenure of Directors

11.4.1 The Directors named in the Schedule must, at the first Board meeting after incorporation, agree or draw lots so that:

11.4.1.1 one third (or the next highest whole number) of their number shall have a term expiring at the first annual general meeting of the Company;

11.4.1.2 one third (or the next highest whole number) of their number shall have a term expiring the second annual general meeting of the Company; and

11.4.1.3 the remainder shall have a term expiring at the third annual general meeting of the Company.

11.4.2 All subsequent Directors shall be appointed for a term expiring at the third annual general meeting after their appointment, except for Directors appointed to fill a casual vacancy, whose term shall expire at the same meeting at which the term of the Director who he or she appointed to

replace would have expired.

11.5 Resignation of a Director

A person appointed or elected to replace a Director who has resigned before the expiry of their term must retire as a Director at the same meeting at which the term of the Director who he or she replaced would have expired.

11.6 Election of Directors

11.6.1 Only Voting Members of the Company are eligible to nominate for election or to become and remain a Director.

11.6.2 The Board will cause an election to be held in order to replace Directors whose terms are expiring, or where a person has been appointed for a period expiring at the next Annual General Meeting.

11.6.3 The Board will, prior to issuing notice of the Annual General Meeting, call for nominations from members for election to the Board. The Board may invite persons to nominate for election to the Board if the Board considers such persons' skills or experience would be valuable or advantageous.

11.6.4 Only Voting Members of the Company may vote in an election.

11.7 Notice of Election

The Board must give written notice of an election and the method of that election, and provide details of the nominees for Board positions, prior to or at the same time as the notice of the Annual General Meeting is issued.

11.8 Retirement of Directors & Eligibility for re-election

11.8.1 A Director may retire from office by giving notice in writing to the Company of that Director's intention to retire. A notice of resignation takes effect at the time which is the later of:

11.8.1.1 the time of giving the notice to the Company; and

11.8.1.2 the expiration of the period, if any, specified in the notice.

11.8.2 A Director retiring at an annual general meeting who is not disqualified by law from being reappointed is eligible for re-election and may act as a Director throughout the meeting at which that Director retires.

11.8.3 Notwithstanding anything else in this Rule 11, a Director may not serve more than three (3) consecutive three (3) year terms. For the avoidance of doubt, no person may serve more than nine (9) consecutive years as a Director.

11.8.4 Previous directors who have served 3 full consecutive terms may nominate for election to the Board following an exclusion period of 3 years.

11.9 Casual vacancies

11.9.1 The Board (or a sole surviving 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 Rule 11.2.

11.9.2 A Director appointed under Rule 11.9.1 as an addition to the existing number of Directors only holds office only until the next general meeting after the appointment and is then, subject to these Rules, eligible for re-election.

11.10 Removal from office

11.10.1 The Company may by ordinary resolution remove a Director from office and may by ordinary resolution appoint another person as a replacement.

11.10.2 A person appointed to replace a Director removed from office must retire as a Director at the same meeting at which the term of the Director who he or she appointed to replace would have expired.

11.11 Vacation of office

11.11.1 In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Act or another provision of this document, the office of Director becomes vacant if any of the following occurs:

11.11.1.1 if the Director ceases to be eligible under Rule 11.3;

11.11.1.2 if the Director becomes an insolvent under administration;

11.11.1.3 if the Director becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;

11.11.1.4 if the Director is absent without the consent of the Directors from Board meetings held during a continuous period of six (6) months and the Board resolves that the office of that Director be vacated; or

11.11.1.5 if the Director becomes prohibited from being a Director by reason of an order made under the Act.

11.12 Suspension

11.12.1 The Board may, by a majority of not less than 75% of the total number of Directors, suspend any Director from office for any reason and for any period, not exceeding 3 months that the Board thinks fit.

11.12.2 A suspended Director is not entitled to receive notices of Board meetings, nor any Board papers, during the period of the suspension.

11.12.3 If a General Meeting occurs during the period of suspension, the Board must put the suspension to the Members at the General Meeting for ratification by ordinary resolution. If the Members do not ratify the suspension, the Director's suspension ends as and from the General Meeting.

11.12.4 Nothing in paragraph 11.12.3 limits the rights of the Members to remove any Director in a manner permitted by these Rules or under the Act.

11.13 Alternate Directors

The Board may appoint one or more alternate Directors by ordinary resolution and otherwise in the manner required by the Act.

12. POWERS OF DIRECTORS

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

13. PROCEEDINGS OF DIRECTORS

13.1 Convening of Board Meetings

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

13.2 Notice of Board Meetings

13.2.1 Notice of each Board meeting must be given to each Director at least twenty-four (24) hours before the meeting or at another time determined by resolution of the Board.

13.2.2 Despite Rule 13.2.1 all Directors may waive in writing the required period of notice for a particular meeting, and it is not necessary to give notice of a Board meeting to a Director who is out of Australia or who has been given leave of absence.

13.3 Mode of Board meeting

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

13.4 Frequency of Board Meetings

The Board will hold a minimum of 8 meetings per annum.

13.5 Quorum at Board meetings

13.5.1 At a Board meeting, the number of Directors whose presence is necessary to constitute a quorum is half of the total number of Directors as at the date of the meeting, or the next highest whole number of Directors.

13.5.2 If the number of Directors is reduced below the number necessary for a quorum of Directors, the continuing Director or Directors may act only to appoint additional Directors to the number necessary for a quorum or to convene a general meeting of the Company.

13.5.3 Acts done or decisions taken at a Board meeting at which a quorum was not present may be ratified at a subsequent Board meeting at which a quorum is present.

13.6 Voting at Board meetings

Questions arising at a Board meeting must be decided by a majority of votes of Directors present and voting. A decision of the majority is for all purposes a decision of the Directors.

13.7 Appointment of chairperson of Directors

13.7.1 The Board may elect a Director to chair their meetings and determine the period for which the person elected is to hold office.

13.7.2 If a chairperson has not been elected, or if at any meeting the chairperson is not present within ten (10) minutes after the time appointed for holding the meeting or is unwilling to act, the Directors present may choose one of their number to chair the meeting.

13.8 Chairperson's vote at Directors meetings

The chairperson has a second or casting vote at Board meetings.

13.9 Disclosure of pecuniary or other interests by Directors

13.9.1 A Director who has a material personal interest that relates to the affairs of the Company must give other Directors notice of that interest unless the Act otherwise provides.

13.9.2 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 becoming aware of their interest in the matter. The details must be recorded in the minutes of the meeting.

13.9.3 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 Act.

13.9.4 If there are not enough Directors to form a quorum as a result of a Director having an interest which disqualifies them 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.

13.10 Delegation of powers to committee

13.10.1 The Board may delegate any of their powers to committees consisting of Directors or other persons as they think fit to act in Australia or elsewhere.

13.10.2 The exercise of power by a committee in accordance with this document is to be treated as the exercise of that power by the Board.

13.10.3 In the exercise of any powers delegated to it, a committee formed by the Board must conform to the directions of the Board.

13.11 Proceedings of committees

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

13.12 Validity of acts of Board

All acts done by a Board meeting or of a committee or by a person acting as a Director are valid even if it is later discovered that there is a defect in:

13.12.1 the appointment of a person to be a Director or a Member of the committee; or

13.12.2 that they or any of them were disqualified or were not entitled to vote.

13.13 Minutes

13.13.1 The Board must cause minutes of all proceedings of general meetings, of Board meetings, and of committees formed by the Board to be recorded, and held securely, within one (1) month after the relevant meeting is held. Minutes should be available to Directors electronically or in hard copy if requested.

13.13.2 The Board must cause all minutes, except resolutions in writing treated as determinations of the Board, to be signed by the chairperson of the meeting at which the proceedings took place or by the chairperson of the next succeeding meeting. Signed copies should be held in books kept for the purpose.

13.14 Resolution in writing

A resolution in writing signed by all Directors, excluding Directors who have been given leave of absence, is to be treated as a determination of the Board passed at a meeting of the Board duly convened and held.

13.15 Form of resolution in writing

13.15.1 A resolution in writing may consist of several documents in like form, each signed by one or more Directors and if so signed it takes effect on the latest date on which a Director signs one of the documents.

13.15.2 If a resolution in writing is signed by an alternate Director, it must not also be signed by the appointor of the alternate Director and vice versa.

13.15.3 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 and a document bearing a facsimile of a signature is to be treated as signed.

14. SECRETARY

14.1 Appointment

14.1.1 The Board must appoint one or more Secretaries and may at any time terminate the appointment or appointments.

14.1.2 The Board may determine the terms and conditions of appointment of a Secretary, including remuneration.

14.2 Powers of Secretary

Any one of the Secretaries may carry out any act or deed required by this document, the Act or by any other statute to be carried out by the Secretary of the Company.

15. CHIEF EXECUTIVE OFFICER

15.1 Appointment

The Board must resolve to appoint a Chief Executive Officer, and must, by that same resolution, set the remuneration and powers of that Chief Executive Officer.

15.2 Chief Executive Officer as Secretary

15.2.1 The Board may, but is not obliged to, appoint any Chief Executive Officer appointed under Rule 15.1 as the Company's Secretary.

15.2.2 At any time when the Company has a Chief Executive Officer but no Secretary, the Chief Executive Officer must fulfil the duties of the Secretary as set out in these Rules.

16. INDEMNITY AND INSURANCE

16.1 Indemnity

Every officer and past officer of the Company must be indemnified by the Company, to the fullest extent permitted by law, against a liability incurred by that person as an Officer of the Company or a subsidiary of the Company, including without limitation legal costs and expenses incurred in defending an action.

16.2 Insurance premiums

The Company must pay the premium on the contract insuring a person who is or has been an officer of the Company to the fullest extent permitted by law.

17. EXECUTION OF DOCUMENTS

17.1 Common Seal

17.1.1 Unless the Board resolves otherwise, the Company shall have a Seal.

17.1.2 If the Company has a Seal:

17.1.2.1 the Board shall provide for the safety custody of the Seal; and

17.1.2.2 no document may be executed using the Seal unless authorised by the resolution of the Board; and

17.1.3 The Seal shall be used only by the authority of the Board, or of a committee of the Board authorised by the Board to authorise the use of the Seal.

17.2 Execution using the Seal

The Company may execute a document using a Seal if the Seal is affixed to the document and the affixing of the Seal is witnessed by:

17.2.1 two (2) Directors;

17.2.2 a Director and a Secretary; or

17.2.3 a Director and another person appointed by the Board for this purpose.

17.3 Execution without a Seal

The Company may execute a document without using a Seal if the document is signed by:

17.3.1 two (2) Directors;

17.3.2 a Director and a Secretary; or

17.3.3 a Director and another person appointed by the Directors for this purpose; or otherwise signed in accordance with any policy adopted from time to time by the Board pursuant to Rule 17.4

17.4 Signing policy

The Board may adopt a policy from time to time giving persons other than Directors the authority to sign documents on behalf of the Company.

18. DISSOLUTION OF COMPANY

18.1 The Company may only be wound up and its assets disposed of by Special Resolution of its Members in accordance with the Act.

18.2 Where required by a contract or funding and service agreement any asset of the Company that consists of property supplied by a government department or other authority must be returned to that department or authority.

18.3 Subject to clause 18.2 if on the winding up and dissolution of the Company, there remains after satisfaction of all debts and liabilities, any assets or property other than the Gift Fund, this will not be paid or distributed to any Member of the Company but will be given or transferred to an organisation which:

18.3.1 has objectives or purposes similar to those of the Company;

18.3.2 is a fund, or organisation approved by the Commissioner for Taxation as a public benevolent institution or health promotion charity under the *Income Tax*; and

18.3.3 prohibits the distribution of its income and property among its Members to at least the extent of the Company.

19. GIFT FUND

19.1 Definitions

In this Rule 19:

19.1.1 **ITAA 97** means Income Tax Assessment Act 1997 (Cth); and

19.1.2 **DGR** means a ‘deductible gift recipient’ within the meaning of section 30-227 of ITAA 97.

19.2 Gift Fund

The Company must maintain a gift fund for the principal purpose of the Company (as reflected in the objects set out in Rule 3):

19.2.1 to which gifts of money or property for that purpose are to be made; and

19.2.2 to which contributions (described in item 7 or 8 of the table in section 30-15 of ITAA 97) in relation to a fundraising event held for that purpose are to be made; and

19.2.3 to which any money received by the entity because of such gifts or contributions is to be credited; and

19.2.4 that does not receive any other money.

19.3 Use of gift fund

The Company must use the gift fund (including any gift, contribution or money credited to the gift fund) only for the principal purpose of the Company (as reflected in the objects set out in Rule 3).

19.4 Record keeping

The Company must comply with the Income Tax Assessment Act 1997 requirements for gift funds and the record keeping obligations of the Taxation Administration Act 1997

19.5 Winding up of gift fund

19.5.1 The gift fund may be wound up:

19.5.1.1 by special resolution of the Members; or

19.5.1.2 by order of a Court; or

19.5.1.3 if DGR endorsement is revoked.

19.5.2 If the Company or the gift fund is wound up (or if the endorsement of the Company as a DGR is revoked), any surplus assets of the gift fund remaining after the payment of liabilities attributable to it shall be transferred to a fund, authority or institution to which income tax deductible gifts can be made, such fund, authority or institution to be determined by ordinary resolution of the Board.

20. ACCOUNTS, AUDIT AND RECORDS

20.1 Accounts

The Directors must cause proper accounting and other records to be kept in accordance with the Act. The Directors must distribute copies of every profit and loss account and balance sheet (including every document required by law to be attached thereto) as required by the Act.

20.2 Audit

A registered Company auditor must be appointed and may be changed by any method permitted by the Act.

20.3 Rights of Inspection

Subject to the Act, 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.

21. NOTICES

21.1 Persons authorised to give notices

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

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

21.2 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 document may be given to the addressee by any of the following means:

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

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

21.2.3 by sending it by facsimile, email or other legal electronic means to the facsimile number, email address or other electronic address of the addressee.

21.3 Addresses for giving notices to Members

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

21.3.2 The facsimile number, email or other legal electronic address of a Member is the contact address which the Member provides on joining and may specify by written notice to the Company as the contact address to which notices may be sent to the Member.

21.4 Address for giving notices to the Company

21.4.1 The street and postal address of the Company is the Registered Office.

21.4.2 The facsimile number, email or other legal electronic address of the Company is the number or address which the Company may specify by written notice to the members as the address to which notices may be sent to the Company.

21.5 Time notice of meeting is given

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

21.5.1 if delivered in writing to the street address of the addressee, at the time of delivery;

21.5.2 if it is sent by post to the street or postal address of the addressee, on the business day after posting;

21.5.3 if sent by facsimile to the facsimile number of the addressee, at the time transmission is completed; or

21.5.4 if sent electronically at the time determined by application of the provisions of the Electronic Transactions (Victoria) Act 2000 (Vic).

21.6 Time other notices are given

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

21.6.1 if delivered in writing to the street address of the addressee, at the time of delivery;

21.6.2 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;

21.6.3 if sent by facsimile to the facsimile number of the addressee, at the time transmission is completed; or

21.6.4 if sent electronically, at the time determined by application of the provisions of the Electronic Transactions (Victoria) Act 2000 (Vic).

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:

21.7.1 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

21.7.2 a print out of an acknowledgement of receipt of the email.

21.8 Persons entitled to notice of meeting

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

21.8.1.1 every Member;

21.8.1.2 every Director;

21.8.1.3 the auditor for the time being of the Company, if any.

21.8.2 No other person is entitled to receive notices of general meetings.

SCHEDULE

Application Fee:	$0.00

Annual Subscription:	$10.00

Guarantee Amount:	$1.00

Initial Directors:		
Full Name	**Address**	**Signature**

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