

THE CONSTITUTION OF
NORTHERN RIVERS GENERAL PRACTICE NETWORK
(NSW)
ACN 062 273 036 LIMITED

1. Interpretation and Preliminary

1.1 Definitions

“**Board**” means the Board of Directors of the Company.

“**Business Day**” means a day except a Saturday, Sunday or public holiday in New South Wales.

“**Committee**” means the board of directors and governing council of the Company.

“**Company**” means the Northern Rivers Medical Network (NSW) Limited trading as Nordocs

“**Corporations Law**” means the Corporations Act 2001, to the extent that it applies to the company (as the law may be from time to time).

“**Directors**” means the directors of the Company for the time being.

“**Division**” means an organisation comprising general medical practitioners and associated administrative staff recognised as a Division of General Practice by the Department of Health and Aged Care.

“**Expulsion Event**” means, in respect of a Member:

(a) the Member has wilfully refused or neglected to comply with the provisions of this Constitution;

(b) the conduct of the Member, in the opinion of the Directors, is unbecoming of the Member or prejudicial to the interests or reputation of the Company;

(c) the Member is, or any step is taken for the Member to become, an externally administered body corporate (whether or not a body corporate); or

(d) the Member is, or any step is taken for the Member to become, deregistered or terminated under the laws of its formation or its governing documents, including but not limited to the Medical Practitioners Act or under any provision of the relevant Medical Board.

“**Fee**” means a fee or levy payable (if any) by Members under Clause 9.4.

“**General Practitioner**” means a medical practitioner who conducts, or has previously substantially conducted, a medical practice in the fields of family or other primary healthcare as determined by the Directors from time to time.

“**Gift Fund**” means a bank account maintained by the Company pursuant to Clause 27 of the Constitution and subject always to Clause 8, Accounts.

“**Legal Costs**” of a person means legal costs incurred by that person in defending an action for a liability of threat person.

“**Liability**” of a person means any liability incurred by that person as an officer of the Company or a subsidiary of the Company.

“**Member**” means a person whose name is entered in the Register as a member of the Company.

“**Prescribed Notice**” means 21 days.

“**Proxy**” means a person appointed by a Member in accordance with Clause 11.28 and who may exercise the powers granted by virtue of Clause 11.28.

“**Register**” means the register of Members kept under the Corporations Law and, where appropriate, includes and branch register.

“**Relevant Officer**” means a person who is, or has been, a Director or Secretary.

“**Secretary**” means a Company Secretary of the Company for the time being.

1.2 Interpretation

1.2.1 Expressions in Law

Except so far as the contrary intention appears in this Constitution, an expression in this Constitution that deals with a matter dealt with by a particular provision of the law has the same meaning as in that provision of the law.

1.2.2 Headings

Headings and marginal notes are for convenience only and shall not be used in the interpretation of this Constitution or any part thereof to which they relate.

1.2.3 Gender

Words denoting a gender include each other gender and words denoting an individual or person include a body corporate.

1.2.4 Replaceable Rules Exclude

The replaceable rules contained in the law shall not apply to this Company.

2. Nature of the Company

2.1 Company Limited by Guarantee

(1) The Company is a Company limited by guarantee.

2.2 Purpose and Objects

The Company is established for the purposes of and to give effect to the objects set out below:

2.3 Objects

The objects for which the Company is established are:-

(a) To maintain and improve standards of general practice and other medical specialties through research, communication, quality assurance and continuing education.

(b) To improve communication and cooperation within the general practitioner community and between general practitioners and other medical practitioners in the Northern Rivers region of New South Wales.

(c) To improve communication between medical practitioners and other parties and people involved in health service provision or development.

(d) To improve the health care of the residents of the Northern Rivers region of New South Wales, by utilising the skills, knowledge and experience of local medical practitioners more effectively within the regional health system.

(e) To advocate on behalf of medical practitioners

(f) To improve access to health services for those groups who are currently under serviced.

(g) To provide all medical practitioners access to forums in which they can discuss health issues and have an input into the planning and development of local and regional health policies, programs and services.

(h) To stimulate research into general practice and make general practitioners more aware of researchers and interest.

(i) To involve general practitioners more in hospital care of patients with the aim of enabling general practitioners to share clinical responsibility for the care of their patients and to act as a bridge between community medicine and hospital based care.

(j) To increase awareness in other sections of the health care system and the general community of the role of the general practitioner.

(k) To provide advocacy for general practices as a career alternative for resident medical officers within the hospital system and medical students.

(l) To raise and administer funds for divisional purposes with the overall goal of improving the health and wellbeing of the community and promoting the prevention and control of diseases in human beings.

2.4 Purposes

The purposes for which the Company is established are:

(a) To hold or arrange competitions and provide or contribute towards the provision of prizes, awards and distinctions in connection therewith - provided that no member of the Company shall receive any prize, award or distinction of monetary value except as a successful competitor at any competition held or promoted by the Company.

(b) To subscribe to, become a member of and co-operate with or amalgamate with any other association or organisation, whether incorporated or not, whose objects are similar to those of the Company. Provided that the Company shall not subscribe to or support with its funds or amalgamate with any association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Company under or by virtue of this Clause.

(c) To buy, sell and deal in all kinds of apparatus and all kinds of provisions, liquid and solid, required by the members of the Company or person frequenting the Company's premises.

(d) To purchase, take on lease or in exchange, hire and otherwise acquire any lands, buildings, easements or property, real and personal, and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Company. Provided that in case the Company shall take or hold any property which may be subject to any trusts the Company shall only deal with the same in such manner as is allowed by law having regard to such trusts.

(e) To enter into any arrangements with any Government or authority, supreme, municipal, local or otherwise, that may seem conducive to the Company's objects, or any of them, and to obtain from any such Government or authority any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out, exercise, and comply with any such arrangements, rights, privileges and concessions.

(f) To appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the purposes of the Company.

(g) To invest and deal with the money of the Company not immediately required in such manner as the Company may from time to time think fit.

(h) To borrow or raise or secure the payment of money in such manner as the Company may think fit and to secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Company in any way and, in particular, by the issue of debentures, perpetual or otherwise charged upon all or any of the Company's property (both present and future), and to purchase, redeem or pay off any such securities.

(i) To make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.

(j) To sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.

(k) To take or hold mortgages, liens and charges to secure payment of the purchase price, or any unpaid balance of the purchase price, of any part of the Company's property of whatsoever kind sold by the Company, or any money due to the Company from purchasers and others.

(l) To receive any gift of money or property whether subject to any trust or not for any or more of the objects of the Company but subject to the provisions of Clause 27 while the Company is endorsed as a deductible gift recipient under item 1 of the table in Section 30-15 of the Income Tax Assessment Act 1997.

(m) To take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company in the shape of donations, annual subscriptions or otherwise.

(n) To print and publish any newspapers, periodicals, books or leaflets and to record or reproduce in tape record or other form any materials that the Company may think desirable for the promotion of its objects.

(o) To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate.

(p) To transfer all or any part of the property, assets, liabilities and engagements of the Company to any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate.

(q) To make donations for patriotic or charitable purposes.

(r) To transact any lawful business in aid of the Commonwealth of Australia in the prosecution of any war in which the Commonwealth of Australia is engaged.

(s) To do all such other acts and things as are or may be incidental or conducive to the attainment of these objects or any of them and the exercise of the powers of the Company.

PROVIDED that the Company shall not support with its funds any activity or endeavour to impose on or procure to be observed by its members or others any regulations or restrictions, which if an object of the Company would make it a trade union within the meaning of the Trade Unions Act.

The powers set forth in Sub-Section 124(1) of the Corporations Law shall not apply to the Company except insofar as they are included in this Clause 2.4.

3. Use of Funds

3.1 Promotion of Objects

The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Constitution; and no portion thereof shall be paid or transferred, directly or indirectly by way of dividend, bonus or authorised to the members of the Company.

3.2 Remuneration

The Company may in good faith pay reasonable and proper remuneration to any servant or employee of the Company in return for any services actually rendered to the Company. The Company may resolve to reimburse a person for reasonable expenditure incurred by the way of travelling expenses or otherwise in the service of the money.

4. Liability

The liability of each member is limited to:-

- i. assessed but unpaid contributions of that member to the Company's collective liability to pay government fees and charges as legislated; and
- ii. unpaid membership fee.

5. Guarantee by Members

Every member of the Company undertakes to contribute to the property of the Company in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company (contracted before he ceases to be a member) and of the costs, charges, and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding \$1.00.

6. Dissolution of the Company

If upon the winding-up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other company, fund, institution or authority, to which income tax deductible gifts can be made endorsed under the provisions of Division 30 of the Income Tax Assessment Act 1997, having objects similar to the objects of the Company, and whose Constitution prohibits the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of clause 6 hereof. Such institution or institutions to be determined by the members of the Company at or before the time of the dissolution and in default thereof then to some charitable object.

7. Transfer of Surplus to Similar Organisations

Deleted

8. Accounts

True accounts shall be kept of the sums of money received and expended by the Company in the matter in respect of which such receipt and expenditure takes place, and other property, credits and liabilities of the Company and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed and according to the regulations to this Constitution for the time being in force shall be open to the inspection of the members. Once at least in every year, the accounts of the Company shall be examined by one or more properly

qualified auditors who shall report to the members in accordance with the provisions of the Corporations Law.

9. Membership

9.1 Applications for Membership

Each applicant to become a member must sign and deliver to the Company an application in the form which the Board determines and each applicant must pay the fee (if any) for the first year of being a member in such a form as the Board from time to time prescribes. Membership is applied for and accepted by the Board in monthly Board meetings.

9.2 Criteria for Membership

Criteria for membership includes:

Medical practitioners recognised as such by the Medical Board of Australia who reside or practice within the geographical region of the Northern Rivers bounded to the north by the northern New South Wales border and to the south by the Clarence River but including the city of Grafton.

9.3 Acceptance of Application

At the next meeting of the Board after any receipt of any application for membership, such application shall be considered by the Board, who shall thereupon determine upon the admission or rejection of the applicant. In no case, shall the Board be required to give any reason for its rejection of an applicant.

9.4 Admission of Members

When an applicant has been accepted for membership, the Secretary shall forthwith send to the applicant written notice of his or her acceptance and request for payment of his or her entrance fee and first annual subscription. Upon payment of the entrance fee (if any), and first annual subscription (if any) the applicant shall become a member of the Company provided nevertheless that if such payment be not made within two calendar months after the date of notice, the Board may in its discretion cancel its acceptance of the applicant for membership of the Company.

9.5 Determination of Fees

The Directors may, on behalf of the Company, require the payment of fees or levies (if any) by the Members in the amounts and at the times as the Directors resolve, including payments by instalments.

9.6 When Due and Payable

Unless the board determines otherwise, all annual subscriptions shall become due and payable in advance on the 1st day of July in every year from 1 July 2000.

9.7 Membership Not Transferrable

The right to being a member is not transferrable whether by operation of law or otherwise.

10. Cessation of Membership

10.1 Non-payment of subscriptions

If the subscription (if any) of a member shall remain unpaid for a period of two (2) calendar months after it becomes due then the member may after notice of the default shall have been sent to the member by the Secretary be debarred by resolution of the Board from all privileges of membership provided that the Board may reinstate the member and restore the member's name to the Register on payment of all arrears if the Board thinks fit to do so.

10.2 Resignation

A member may at any time by giving notice in writing to the Secretary resign his or her membership of the Company but shall continue to be liable for any annual subscription (if any) and all arrears due and unpaid at the date of his resignation and for all other moneys due by him to the Company together with interest at a reasonable rate determined by the Board.

10.3 Expulsion

- i) The directors may resolve to expel a member if:-
 - i. an Expulsion Event occurs in respect of the member;
 - ii. the Company gives that Member at least 7 days notice in writing:
 - 1. stating the Expulsion Event and that the Member is liable to be expelled;
and
 - 2. informing the Member of its rights under Clause 10.3(iii).
- ii) The Directors may resolve to expel a Member if the Member does not pay a Fee within 90 days after the due date for its payment.
- iii) Before the passing of any resolution under Clause 10.3(i), a Member is entitled to give at the meeting of Directors, either orally or in writing, any explanation or defence of the Expulsion Event the Member may think fit.
- iv) Where a resolution is passed under Clause 10.3(i) or 10.3(ii), the Company must give that Member notice in writing of the expulsion within 7 days of the resolution.
- v) A Member may by notice in writing to the Company within 14 days of receipt of the notice referred to in Clause 10.3(i), request that a resolution under Clause 10.3(i) be reviewed by the Company at the next general meeting.
- vi) If a request under Clause 10.3(v) is made, the Directors must propose at the next general meeting of the Company that a resolution be moved to confirm the expulsion of the Member concerned.
- vii) A resolution under Clause 10.3(i) takes effect:
 - i. if the Member gives a notice under Clause 10.3(v), the date (if any) the resolution is confirmed by a general meeting of the Company; or
 - ii. if the Member does not give a notice under Clause 10.3(v), the date of the resolution.
- viii) A resolution under Clause 10.3(ii) takes effect on the date of the resolution.

ix) The Directors may reinstate an expelled Member on any terms and at any time as the Directors resolve, including a requirement that all amounts due but unpaid by an expelled Member are paid.

10.4 Member's Death

A member ceases to be a member upon his or her death.

10.5 Non-fulfilment of criteria

A member ceases to be a member if at any time whatsoever he or she ceased to fulfil the criteria of membership pursuant to Clause 9.2.

11. Proceedings of members

11.1 Who can call meetings of Members

- i) Subject to the Corporations Law, the Directors may call a meeting of Members at a time and place as the Directors resolve.
- ii) The Directors must call and arrange to hold a general meeting on the request of Members made in accordance with Corporations Law.
- iii) The Members may call and arrange to hold a general meeting as provided by the Corporations Law.

11.2 Annual General Meeting (“AGM”)

- (a) The Company must hold an AGM if required by, and in accordance with the Corporations Law.
- (b) The business of an AGM may include any of the following, even if not referred to in the notice of the meeting:
 - (a) the consideration of the annual financial report, director’s report and auditor’s report for the Company;
 - (b) the election of Directors;
 - (c) the appointment of the auditor of the Company; and
 - (d) the fixing of the remuneration of the auditor of the Company.

11.3 How to call meetings of Members

- (a) The Company must give not less than Prescribed Notice of a meeting of Members.
- (b) Notice of a meeting of Members must be given to each Member, each Director, each Alternate Director and any auditor of the Company.

(c) Subject to the Clause 11.3, a notice of a meeting of Members must:

(1) set out the place, date and time for the meeting (and if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this);

(2) state the general nature of the business of the meeting; and

(3) set out or include any other information or documents specified by the Corporations Law.

(d) A person may waive notice of any meeting of Members by notice in writing to the Company to that effect.

(e) Subject to the Corporations Law, anything done (including the passing of a resolution) at a meeting of Members is not invalid if either or both a person does not receive notice of the meeting or the Company accidentally does not give notice of the meeting to a person.

11.4 Right to attend meeting

(a) Each Member and any auditor of the Company is entitled to attend any meetings of Members.

(b) Subject to this Constitution, each Director is entitled to attend and speak at all meetings of Members.

11.5 Meeting at more than one place

(a) A meeting of Members may be held in 2 or more places linked together by any technology that:

(a) gives the Members as a whole in those places a reasonable opportunity to participate in proceedings;

(b) enables the Chairperson to be aware of proceedings in each place; and

(c) enables the Members in each place to vote on a show of hands and on a poll.

(d) If a meeting of Members is held in 2 or more places under 11.5(a):

(a) a Member present at one of the places is taken to be present at the meeting; and

(b) the Chairperson of that meeting may determine at which place the meeting is taken to have been held.

11.6 Quorum

No business shall be transacted at any general meeting unless a quorum of 4 members are present at the time when the meeting proceeds to business.

11.7 No Quorum Present

If within fifteen minutes after the time appointed for the holding of a meeting a quorum is not present, the meeting, if convened by members, shall be dissolved but in any other case, it shall stand adjourned for an hour at the same place or to such other day time and place as the Board may by notice to the members appoint. If at such adjourned meeting a quorum is not present the members present shall be a quorum.

11.8 Chairperson

11.8.1

If the Board has elected one of the Directors as Chairperson, that Director shall preside as Chairperson at every general meeting.

The Chairperson of Directors must (if present within 15 minutes after the time appointed for the holding of the meeting and willing to act) chair each meeting of Members.

11.8.2 If at a meeting of Members:

- (a) there is no Chairperson of Directors;
- (b) the Chairperson of Directors is not present within 15 minutes after the time appointed for the holding of a meeting of Members; or
- (c) the Chairperson of Directors is present within that time but is not willing to chair all or part of that meeting,

the Deputy Chairperson of Directors, if present, may chair all or part of the meeting of Members.

11.8.3 If at a meeting of Members:

- (a) there is no Chairperson or Deputy Chairperson of Directors;
 - (b) the Chairperson and Deputy Chairperson of Directors are not present within 15 minutes after the time appointed for the holding of a meeting of Members; or
 - (c) the Chairperson and Deputy Chairperson of Directors are present within that time but are not willing to chair all or part of that meeting,
- the Directors present may, by majority vote, elect a Director present to chair all or part of the meeting of Members.

Subject to Clause 11.8.3, if at a meeting of Members:

- (a) a Chairperson of that meeting has not been elected by the Directors under Clause 11.8.3; or
- (b) the Chairperson elected by the Directors is not willing to chair all or part of a meeting of Members, the Members present must elect another person present and willing to act to chair all or part of that meeting.

11.9 General conduct of meetings

- (a) Subject to the Corporations Law, the Chairperson of a meeting of Members is responsible for the general conduct of that meeting and for the procedures to be adopted at that meeting.
- (b) The Chairperson of a meeting of Members may delegate any power conferred by this Clause to any person.
- (c) The powers conferred on the Chairperson of a meeting of Members under this Clause 11.9 do not limit the powers conferred by law.

11.10 Adjournment

The Chairperson may with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

11.11 Notice of adjourned meeting, required in certain circumstances

When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

11.12 No notice required

Except as provided by clause 11.11, it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

11.13 Resolutions of Members

(a) Subject to the Corporations Law, a resolution is passed if more votes are cast in favour of the resolution by Members entitled to vote on the resolution than against the resolution.

(b) Unless a poll is required in accordance with Clause 11.14, a resolution put to the vote at a meeting of Members must be decided on a show of hands.

(c) A declaration by the Chairperson of a meeting of Members that a resolution has on a show of hands has been passed, passed by a particular majority, or not passed, and an entry to that effect in the minutes of the meeting, are sufficient evidence of that fact, unless proved incorrect.

11.14 Polls

At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

(a) by the Chairperson; or

(b) by any member present in person or by proxy or by representative and entitled to vote.

11.15 Evidence of votes cast

Unless a poll is so 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.

11.16 Withdrawing demand for poll

The demand for a poll may be withdrawn.

11.17 Manner of holding a poll

If a poll is duly demanded, it shall be taken in such manner and (subject to clause 11.12) either at once or after an interval or adjournment or otherwise as the Chairperson directs, and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

11.18 Certain polls to be held forthwith

A poll demanded on the election of a Chairperson or on a question of adjournment shall be taken forthwith.

11.19 Casting vote

In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.

11.20 Adjourned, cancelled and postponed meetings

(a) Subject to the Corporations Law, the Chairperson:

(i) may adjourn a meeting of Member to any day, time and place; and

(ii) must adjourn a meeting of Members if the Members present with a majority of votes that may be cast at that meeting agree or direct the Chairperson to do so. The Chairperson may adjourn that meeting to any day, time and place.

(b) No person other than the Chairperson of a meeting of Members may adjourn that meeting.

(c) The Company is only required to give notice of a meeting of Members resumed from an adjourned meeting if the period of adjournment exceeds the Prescribed Period.

(d) Only business left unfinished is to be transacted at a meeting of Members resumed after an adjournment.

(e) Subject to the Corporations Law and this Clause 11.20, the Directors may at any time postpone or cancel a meeting of Members by giving notice not less than 5 Business Days before the time at which the meeting was to be held to each person who is, at the date of the notice:

(i) a Member;

(ii) a Director; or

(iii) auditor of the Company.

(f) A general meeting called under Clause 11.20(b) must not be cancelled by the Directors without the consent of the Members who requested the meeting.

(g) A general meeting called under Clause 11.20(c) must not be cancelled or postponed by the Directors without the consent of the Members who called the meeting.

(h) A notice of a meeting of Members resumed from an adjourned meeting and a notice postponing a meeting of Members must set out the place, date and time for the revised meeting (and if the revised meeting is to be held in 2 or more places, the technology that will be used to facilitate this).

11.21 Number of Votes

(a) Subject to this Constitution, on a show of hands or on a poll at a meeting of Members, every Member present has one vote.

(b) A Member present at a meeting of Members is not entitled to vote on any resolution if any amount due and payable by that Member has not been paid.

(c) A Member present at a meeting of Members is not entitled to vote on a resolution at that meeting where that vote is prohibited by the Corporations Law or an order of a court of competent jurisdiction.

(d) The Company must disregard any vote on a resolution purported to be cast by a Member present at a meeting of Member where that person is not entitled to vote on that resolution.

11.22 Mental health, insolvency

(a) If a member, being a natural person, is of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health or bankruptcy, his committee or trustee or such other person who properly has the management of his estate may exercise any rights of the member by appointing a proxy who is a member of the Company in relation to a general meeting as if the committee, trustee or other person were the member.

(b) If a member, being a body corporate is wound up under the Corporations Law or any other similar Statute, its liquidator may exercise any rights of the member by appointing a proxy who is a member of the Company in relation to a general meeting as if the liquidator were the member.

11.23 Proxy instrument

11.29 Proxy vote

A vote given or act done in accordance with the terms of an instrument of proxy or of a power of attorney is valid notwithstanding the previous death or unsoundness of mind of the principal, the revocation of the instrument (or of the authority under which the instrument was executed) or of the power, or the transfer of the share in respect of which the instrument or power is given, if no authenticated intimation in writing of the death, unsoundness of mind, revocation or transfer has been received by the Company at the registered office before the commencement of the meeting or adjourned meeting at which the instrument is used or the power is exercised.

12. Directors

12.1 Number of Directors

(a) The company must have a minimum of six (6) Directors and a maximum of (11) Directors of which one half of their number must be general practitioners.

(b) The Company may from time to time by ordinary resolution pass at the general meeting increase or reduce the number of directors or office bearers.

(c) A minimum of six and a maximum of nine directors shall be members of the company. Up to two additional directors may be appointed by the board at their discretion, being one chosen primarily for their contribution as an informed consumer voice, and one other chosen for their skills and experience which are thought to bring significant additional value to the governance capacity. These two appointments will be for one year tenure.

(d) That no more than two members from the same medical practice (including a company, trust, a partnership, an incorporated body, unincorporated body or any entity that is connected or controlled by another entity) shall have the right to be appointed to the Board of the Company. Medical practice does not include membership to professional or regulatory bodies for example the Royal Australian College of General Practitioners, the Rural Doctors Association, the Australian Medical Association or the Australian College of Rural and Remote Medicine. This clause can only be amended or removed by special resolution.

(e) A director who is a medical practitioner must be recognised as such by the Medical Board of Australia.

(f) Any member of the company must reside or work within the geographical region of the Northern Rivers bounded to the north by the northern New South Wales border and to the south by the Clarence River but including the city of Grafton”.

12.2 Election of Directors

The election of office bearers and other directors shall take place in the following manner:

- (a) Any two members of the Company shall be at liberty to nominate any other member to serve as an office bearer or other director.
- (b) The nomination, which shall be in writing and signed by the member and his proposer and seconder shall be lodged with the Secretary at least fourteen days before the Annual General Meeting at which the election is to take place.
- (c) A list of the candidates' names in alphabetical order, with the proposers' and seconders' names, shall be posted in a conspicuous place in the registered office of the Company for at least seven days immediately preceding the Annual General Meeting.
- (d) Balloting lists shall be prepared (if necessary) containing the names of the candidates only in alphabetical order. Each member present at the Annual General Meeting shall be entitled to vote for any member of such candidates not exceeding the number of vacancies.
- (e) In case there shall not be a sufficient number of candidates nominated, the Board may fill up the remaining vacancy or vacancies.

12.3 Removal and Appointment by Company

- (a) The Board shall have power at any time, and from time to time, to appoint any member of the Company as a Director, either to fill a casual vacancy or as an addition to the existing office bearers or other Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with this Constitution. Any office bearer or other Director so appointed shall hold office only until the next following Annual General Meeting.
- (b) The Company may, by ordinary resolution of which special notice pursuant to the Corporations Law has been given, remove any office bearer or other Director before the expiration of his period of office, and may, by an ordinary resolution, appoint another person in his stead; the person so appointed shall hold office only until the next following Annual General Meeting.

12.4 Tenure of office

A Director and Alternate Director shall hold office for a term of 2 years subject to the provisions of this Constitution and may stand for re-election at the end of his or her term.

12.5 Remuneration of Directors

(a) The Company may pay to the Directors a maximum total amount of director's fees (excluding salaries or other employee benefits), determined by the Company in general meeting, (if any).

(b) The remuneration of the Directors is deemed to accrue from day to day.

(c) If a Director performs extra or special services, including being:

(i) a member of a committee of Directors; or

(ii) the Chairperson of Directors or deputy Chairperson of Directors,

the Company may, subject to the Corporations Law, pay additional remuneration or provide benefits to that Director as the Company in general meetings resolves.

(d) The Company must pay all reasonable travelling, accommodation and other expenses that a Director properly incurs:

(i) in attending meetings of Directors or any meetings of committees of Directors;

(ii) in attending any meetings of Members; and

(iii) in connection with the business of the Company.

12.6 Interests of Directors

(a) A Director may:

(i) hold an office or place of profit (except as auditor) in the Company, on any terms as the Directors resolve;

(ii) hold an office or otherwise be interested in any related body corporate of the Company or other body corporate in which the Company is interested; or

(iii) act, or the Director's firm may act, in any professional capacity for the Company (except as auditor) or any related body corporate of the Company or other body corporate in which the Company is interested,

and retain the benefits of doing so if the Director discloses in accordance with the Corporations Law the interest giving rise to those benefits.

(b) If a Director discloses the interest of the Director discloses in accordance with the Corporations Law:

(i) the Director may contract or make an arrangement with the Company, or a related body corporate of the Company or body corporate in which the Company is interested, in any matter in any capacity;

(ii) the Director may, subject to the Corporations Law, be counted in a quorum for a meeting of Directors considering that contract or arrangement;

(iii) the Director may, subject to the Corporations Law, vote on whether the Company enters into the contract or arrangement, and on any matter that relates to the contract, arrangement or interest;

(iv) the Director may sign on behalf of the Company, or witness the affixing of the common seal of the Company to, any document in respect of the contract or arrangement;

(v) the Director may retain the benefits under the contract or arrangement; and

(vi) the Company cannot avoid the contract or arrangement merely because of the existence of the Director's interest.

12.7 Vacation of office

In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Law or by virtue of any other provision of this Constitution, the office of a Director becomes vacant if the Director:

- (a) 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;
- (b) resigns his office by notice in writing to the Company;
- (c) is absent without the consent of the Directors from all the meetings of the Directors held during a period of six (6) months;
- (d) is directly or indirectly interested in any contract or proposed contract with the Company PROVIDED THAT a Director shall not vacate his office by reason of his being a member, director, officer or employee of any corporation, society or association if he shall have declared the interest and the nature of his interest in the manner required by Law;
- (e) by resolution of the Company.

13. Powers of the Company and directors

13.1 General powers

- (a) The Company may exercise in any manner permitted by the Corporations Law any power which a public Company limited by guarantee may exercise under the Corporations Law.
- (b) The business of the Company is managed by or under the direction of the Directors.
- (c) The Directors may exercise all the powers of the Company except any powers that the Corporations Law or this Constitution requires the Company to exercise in general meeting.

13.2 Certain Powers

Without limiting the generality of clause 13.1, the Directors may exercise all the powers of the Company to raise or borrow money, to mortgage or charge its undertaking or any property (both present and future) or business of the Company to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.

13.3 Appointing Attorneys

The Directors may from time to time by power of attorney, appoint any corporation, person or persons to be the attorney or attorneys of the Company for such purposes, with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors under this Constitution), for such period and subject to such conditions as they think fit and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with the attorney as the Directors think fit and may also authorize the attorney to delegate all or any of the powers, authorities and discretions vested in such attorney.

13.4 Negotiable instruments

All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed in such other manner as the Directors determine.

13.5 By-Laws

The Directors shall have the power to make by-laws binding on members governing, without limitation, such matters as:

- (a) operations of each committee; and
- (b) codes of ethic and conduct.

14. Proceedings of Directors

14.1 Directors' Meetings

The Board may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. A director may at any time, and the Secretary shall on the requisition of a Director, summon a meeting of the Board.

14.2 Majority of Votes

Subject to these regulations, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination by a majority of the Directors present shall for all purposes be deemed a determination of the Directors. In case of an equality of votes the Chairperson shall have a second or casting vote.

14.3 Quorum for Meeting of Directors

The quorum necessary for the transaction of the business of the Board shall be 3 of the total number of Directors (including office bearers) from time to time, or such greater number as may be fixed by the Board.

14.4 Continuing Directors

The continuing Directors may act notwithstanding any vacancy in the Board, but if and so long as their number is reduced below the number fixed by or pursuant to these regulations as the quorum of the Board, the continuing Directors may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company, but for no other purpose.

14.5 Resolution in Writing

A resolution in writing signed by all Directors and agreed to by a majority of them shall be as valid and effectual as if it has been passed at a meeting of the board duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more Directors.

14.6 Telephone meetings, etc

Any Director may vote on any proposed resolution of the Directors by telephone or any other communications equipment provided all persons participating are able to hear each other.

14.7 Convening meetings

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

14.8 Board decisions

Subject to this Constitution questions arising from a meeting of Directors shall be decided by consensus of Directors present and voting in the first instance. If a vote is called, the question can be decided with one only Director in opposition.

15. Alternate Director

15.1 Rights of alternate director

An Alternate Director is entitled to notice of meetings of the Directors and, if the Director for whom he/she is an alternate is not present at such a meeting, is entitled to attend and vote in his/her stead.

15.2 Powers of alternate director

An Alternate Director may exercise any powers that the Director for whom he/she is an alternate may exercise and the exercise of any such power by the Alternate Director shall be deemed to be the exercise of the power by that Director.

15.3 Termination of appointment

The appointment of an Alternate Director may be terminated at any time by the member who appointed him/her.

16. Committees

16.1 Delegation to committee

The Board may delegate any of its powers and or functions (not being duties imposed on the Board as the Directors of the Company by the Corporations Law or the general law) to one or more committees consisting of such member or members of the Company as the Board thinks fit. Any committee so formed shall conform to any regulation that may be imposed by the Board and subject thereto shall have power to co-opt any member or members of the Company and all members of such committees shall have one vote.

16.2 Advisory Committee

The Board may appoint one or more advisory committees consisting of such members of the Board and such other members of the Company as the Board thinks fit. Such advisory committees shall act in an advisory capacity only. They shall conform to any regulations that may be given by the Board and, subject thereto, shall have power to co-opt other members of the Company and all members of such advisory boards shall have one vote.

16.3 Powers of committee

A committee to which any powers have been so delegated shall exercise the powers delegated in accordance with any directions of the Directors and a power so exercised shall be deemed to have been exercised by the Directors.

16.4 Chairperson

The members of such a committee may elect one of their members as Chairperson of their meetings.

16.5 Where no Chairperson

Where such a meeting is held and:

- (a) a Chairperson has not been elected as provided by Clause 16.4; or
 - (b) the Chairperson is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act,
- the members present may elect one of their number to be Chairperson of the meeting.

16.6 Manner of meeting

A committee may meet and adjourn as it thinks proper.

16.7 Committee decisions

Questions arising at a meeting of a committee shall be determined by a majority of votes of the members present and voting.

17. Resolution in Writing

17.1 Signing a document

If all the Directors have signed a document containing a statement that they are in favour of a resolution of the Directors in terms set out in the document, a resolution in those terms shall be deemed to have been passed at a meeting of the Directors held on the day on which the

document was signed and at the time at which the document was last signed by a Director or, if the Directors signed the document on different days, on the day on which the document was last signed by a Director.

17.2 Two or more documents

For the purposes of clause 17, two (2) or more separate documents containing statements in identical terms each of which is signed by one or more Directors shall together be deemed to constitute one document containing a statement in those terms signed by those Directors on the respective days on which they signed the separate documents.

18. Acts of Directors

All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of a person to be a Director or a member of the committee, or to act as, a Director, or that a person so appointed was disqualified, as valid as if the person had been duly appointed and was qualified to be a Director or to be a member of the committee.

19. Chairperson

- (a) As soon as possible after each annual general meeting, the Board shall elect from amongst the Directors a Chairperson and Deputy Chairperson.
- (b) The Chairperson shall have the power to call general meetings of the Company and meetings of the Board or of any Committees and as such, subject to this Constitution shall generally supervise the Company's affairs.
- (c) The Chairperson shall chair Board, Committee and general meetings except that in the absence of the Chairperson and the Deputy Chairperson or, at the request of the Chairperson or of a majority of the meeting, another Director may be elected to chair the meeting.
- (d) The Chairperson shall act as spokesperson unless an alternate spokesperson has been appointed by the Board. The spokesperson shall make statements in accordance with previously agreed policy, or in an emergency following consultation with at least one half of the remaining directors.
- (e) The Chairperson or at least half plus one of the directors may authorise any group or individual to represent the Company before any Government, Governmental or other body or committee or to make statements or express views on behalf of the Company other than those authorised by those persons. Except as aforesaid no member of the Company or any representative of a member shall make any statement or express any view which purports to be a statement or view of the Company or having been made on behalf of or with the concurrence of the Company.
- (f) The Chairperson shall be bound by the decisions of the Board.

20. Deputy Chairperson

- (a) The Deputy Chairperson shall act as the Chairperson in the absence of the Chairperson.
- (b) In such case as the office of Chairperson is vacated, the Deputy-Chairperson shall assume the office of Chairperson.

21. Secretary

(a) A Secretary appointed by the Board shall publicise meetings of the Board, Committees and general meetings in accordance with the provisions of this Constitution and shall also arrange for decisions of the Board to be taken by telephone link-up or by postal votes.

(b) The Secretary shall circulate to Directors the agenda and matter to be decided upon at least 3 days prior to meeting of the Board by telephone link-up.

(c) The Secretary shall circulate to members of the Board a written account of the proceedings and decisions of the Board.

(d) The Secretary shall cause records to be kept of the business of the Company including the Constitution, policies, records of members, a register of minutes of meetings and of notices, a file of correspondence and records of submissions or reports made by or on behalf of the Company.

(e) In the absence of the Secretary, a member of the Board shall appoint as minutes secretary.

22. Seal

22.1 Safe custody

The Directors shall provide for the safe custody of the seal.

22.2 Use of seal

The seal shall be used only by the authority of the Board, or of a committee of the Directors authorised by the Directors to authorise the use of the seal, and every document to which the seal is affixed shall be signed by a Director and be countersigned by another Director, a secretary or another person appointed by the Directors for the purpose.

23. Accounts

23.1 Accounts to be kept

The Board shall cause proper accounting and records to be kept and shall distribute copies of every profit and loss account and balance sheet (including every document required by law to be attached thereto) accompanied by a copy of the Auditor's report thereon as required by the Law.

23.2 Inspection

The Board shall from time to time determine at what times and places and under what conditions or regulations the accounting and other records of the Company shall be open to the inspection of members not being members of the Board, and no member (not being a member of the Board) shall have any right of inspecting any account or book or paper of the Company except as conferred by statute or authorised by the Board or by the Company in General Meeting.

24. Audit

A properly qualified Auditor or Auditors shall be appointed and his or their remuneration fixed and duties regulated in accordance with the Law.

25. Officers: Indemnities and Insurance

25.1 Indemnities

To the extent permitted by law:

(a) every person who is or has been an Officer of the Company or of a subsidiary of the Company will be indemnified out of the property of the Company against any liability for costs and expenses incurred by that person in defending any proceedings in which judgment is given in that person's favour, or in which the person is acquitted, or in connection with an application in relation to any proceedings in which the Court grants relief to the person under the Law; and

(b) every person who is or has been an Officer of the Company or of a subsidiary of the Company will be indemnified out of the property of the Company against any liability to another person (other than the Company or a related body corporate of the Company) where the liability is incurred by the Officer in his or her capacity as an Officer of the Company or a subsidiary of the Company PROVIDED THAT this indemnity shall not apply where the liability arises out of conduct involving a lack of good faith.

25.2 Insurance

To the extent permitted by law the Company may pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been an Officer of the Company or of a subsidiary of the Company against a liability:

(a) incurred by the person in his or her capacity as an Officer of the Company or a subsidiary of the Company PROVIDED THAT the liability does not arise out of conduct involving a wilful breach of duty in relation to the Company or a subsidiary of the Company or a contravention of the Law; or

(b) for legal costs and expenses incurred by that person in defending the proceedings, whatever their outcome.

25.3 Interpretation

In Clause 25:-

(a) the term "proceedings" means any proceedings, whether civil or criminal, being proceedings in which it is alleged that the person has done or omitted to do some act, matter or thing in his or her capacity as an Officer of the Company or of a subsidiary of the Company (including proceedings alleging that he or she was guilty of negligence, default, breach of trust or breach of duty in relation to the Company or a subsidiary of the Company); and

(b) the term "Officer" has the meaning given to that term in Section 9 of the Law and includes every member of the Board.

26. Notices

26.1 Notice to Members

(a) The Company may give notice to a Member:

(i) in person;

(ii) by sending it by post to the address of the Member in the Register or the alternative address (if any) nominated by that Member; or

(iii) by sending it to the fax number or electronic address (if any) nominated by that Member.

(b) Any person required or allowed to be given by the Company to one or more Members by advertisement is, unless otherwise stipulated, sufficiently advertised if advertised once in a daily newspaper circulating in the states and territories of Australia.

26.2 Notice to Directors

The Company may give notice to a Director or Alternate Director:

(a) in person;

(b) by sending it by post to the usual residential address of that person or the alternative address (if any) nominated by that person;

(c) by sending it to the fax number or electronic address (if any) nominated by that person; or

(d) by any other means agreed between the Company and that person.

26.3 Notice to the Company

A person may give notice to the Company:

- (a) by leaving it at the registered office of the Company;
- (b) by sending it by post to the registered office of the Company;
- (c) by sending it to the fax number at the registered office of the Company;
- (d) by sending it to the electronic address (if any) nominated by the Company for that purpose; or
- (e) by any other means permitted by the Corporations Law.

26.4 Time of Service

- (a) A notice sent by post is taken to be given:
 - (i) in the case of a notice of meeting, one Business Day after it is posted; or
 - (ii) in any other case, at the time at which the notice would be delivered in the ordinary course of post.
- (b) A notice sent by fax is taken to be given on the Business Day it is sent, provided that the sender's transmission report shows that the whole notice was sent to the correct fax number.
- (c) The giving of a notice by post is sufficiently proved by evidence that the notice:
 - (i) was addressed to the correct address of the recipient; and
 - (ii) was placed in the post.

26.5 Signatures

The Directors may decide, generally or in a particular case, that a notice given by the Company be signed by mechanical or other means.

26.6 Service

A notice may be given by the Company to any member either by serving it on him personally or by sending it by post to such member at his address as shown in the register of members or the address supplied by such member to the Company for the giving of notices to the member.

26.7 Notice of general meeting

Notice of every general meeting shall be given to:

- (i) every member;
- (ii) every person entitled to the privileges of membership in consequence of the death or bankruptcy of a member who, but for death or bankruptcy of such member, would be entitled to receive notice of the meeting subject to Clause 11.22;
- (iii) the auditor for the time being of the Company; and any other person the Board determines from time to time.

27. Gift Fund

27.1 Maintaining Gift Fund

The Company shall while the Company is and remains endorsed as a deductible gift recipient (pursuant to item 1 of the table in Section 30-15 of the Income Tax Assessment Act 1997) maintain a Gift Fund. The Gift Fund shall be maintained and used only for the purposes of and to give effect to the objects of the Company.

27.2 Deposits to Gift Fund

All gifts of money or property to the Company (including any money derived from conversion of non-monetary property to money, or any interest earned or gain accrued on such gifts of money or property) shall be deposited to the Gift Fund. The Gift Fund shall not receive any other money or property.

27.3 Gift Fund Separate to Other Accounts

The Company must maintain the Gift Fund in a separate bank account to any other bank account maintained by the Company in the name: Northern Rivers General Practice Network Gift Fund.

CONSTITUTION OF NORTHERN RIVERS GENERAL PRACTICE NETWORK (NSW) LIMITED ACN 062 273 036

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