

Constitution

Central Sydney GP Network Ltd

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CORPORATIONS ACT
A Public Company Limited by Guarantee
CONSTITUTION
of
CENTRAL SYDNEY GP NETWORK
ACN 093 270 583

1. DEFINITIONS

In this constitution:

Associate Member means a Member who is admitted to associate membership in accordance with clause 4.

Central Sydney GP Network comprises the local government areas of Ashfield, Burwood, Canada Bay, Canterbury, Leichhardt, Marrickville, Strathfield and the southern and western statistical local areas of the Sydney local government area.

Company means Central Sydney GP Network ACN 093 270 583.

Director means a person elected or appointed to perform the duties of a director of the Company.

Directors means the board of directors of the Company.

General Practitioner means:

- (a) a medical practitioner registered with the Medical Board of Australia;
- (b) whose practice involves the provision of primary, continuing and comprehensive whole-patient care to individuals, families and the community; and
- (c) who maintains a medical negligence insurance policy and/or contributes to a fund or belongs to an organisation which provides medical indemnity assistance to medical practitioners.

Aboriginal Health Worker means

- (a) an Aboriginal or Torres Strait Islander person
- (b) employed in a position that requires the employment of an Aboriginal or Torres Strait Islander person

- (c) who provides health services or health programs directly to Aboriginal people in either a generalist or specialist position
- (d) who is employed by, or whose services are otherwise retained by, a general practice or Aboriginal Community Controlled Health Service

Practice Manager means

- (a) a Member or Fellow of the Australian Association of Practice Managers, or similar organisation; or
- (b) a person with qualifications and experience in practice management whom the Directors in their discretion consider suitable for Ordinary Membership,

who is employed by, or whose services are otherwise retained as a practice manager by a general practice or Aboriginal Community Controlled Health service

Practice Nurse means

- (a) a registered nurse or an enrolled nurse
- (b) who is employed by, or whose services are otherwise retained by, a general practice or Aboriginal Community Controlled Health service

GP Registrar means a registered medical practitioner undertaking recognised general practice training in a general practice located in the Central Sydney GP Network area.

Law means the Corporations Act.

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

Office means the registered office of the Company.

Ordinary Member means a Member who is admitted to ordinary membership in accordance with clause 4.

Register means the register of Members kept by the Company under the Law.

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

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

Termination Event means:

- (a) if a Member is an individual, the death or bankruptcy of that Member or that Member becoming of unsound mind or becoming a person whose property is liable to be dealt with under a law about mental health;

- (b) if a Member is a body corporate, the deregistration or other dissolution of that Member.
- (c) If a member is a GP Registrar, the cessation of the recognised general practice training in a general practice located in the Central Sydney GP Network area

2. NATURE OF COMPANY AND LIABILITY

2.1 Nature of Company

The Company is a public company limited by guarantee.

2.2 Liability of Guaranteeing Members

The liability of the Members is limited. Every Ordinary Member undertakes to contribute \$2.00 to the assets of the Company if it is wound up while he or she is an Ordinary Member, or within one year afterwards. Associate Members are not required to guarantee the Company.

3. OBJECTS

3.1 Objects of Company

The objects of the Company are to improve patient care and health status in Central Sydney by:

- a) advancing the work of General Practice through representation and advocacy for their benefit and that of the community;
- b) advocating for improvements in the efficiency and effectiveness of primary health care;
- c) continuing to be an active participant in the effective integration of General Practice within the health care system;
- d) enabling general practice staff to contribute to health services and planning;
- e) helping to identify, and advocate for, the health needs of community groups where these needs are not adequately addressed by the current system;
- f) promoting and contributing to initiatives that support training and educational opportunities for general practices and their workforces;
- g) supporting and encouraging participation in general medical practice research;
- h) supporting and contributing to programs that focus on improving the health of the community; and
- i) pursuing any other actions which are, in the opinion of the Directors, consistent with the above.

3.2 Powers of the Company

For the purpose of carrying out the objects for which the Company is established, the Company has the legal capacity of a natural person in accordance with the Law and without limiting the generality of the foregoing has the following powers:

- (a) To contract or enter into arrangements with any person, body corporate or other association that may seem conducive to the Company's objects and to obtain from any such person, body corporate or other association any rights, privileges and concessions which the Company may think it desirable to obtain;
- (b) To subscribe to, become a member of and cooperate with or amalgamate with any other association or organisation, whether incorporated or not, whose objects are similar to those of the Company. The Company may 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 the same extent as that imposed on the Company under clause 7 of this Constitution. The Company may not utilise the funds or assets of the Community Health Improvement Gift Fund established under clause 17 to support any association or organisation which is not endorsed by the Commissioner of Taxation as a deductible gift recipient for the purposes of any Commonwealth Taxation Act.
- (c) To purchase, take on, lease, exchange, hire, accept or otherwise acquire any land, building, easement or property (real and personal), and any rights or privileges which may be required or convenient for the purposes of any of the objects of the Company. If the Company takes or holds any property which is subject to any trust the Company may only deal with the property in accordance with the law.
- (d) To enter into any arrangement with any Government or authority, supreme, municipal, local or otherwise, that may seem conducive to the Company's objects or to obtain from any such Government or authority any grants, rights, privileges and concessions which the Company may think it desirable to obtain. The Company may carry out, exercise and comply with any such arrangements, grants, rights, privileges and concessions.
- (e) To appoint, employ, remove or suspend any employee, agent, officer or other person for the purposes of the Company.
- (f) To construct, improve, maintain, develop, work, manage, carry out, alter or control any buildings, grounds or works which may directly or indirectly advance the Company's interests. The Company may contribute to, subsidise, or otherwise assist and take part in, the construction, working,

management, carrying out, alteration or control of any such buildings, grounds or works.

- (g) To invest and deal with the money of the Company not immediately required for the purposes of the Company in such manner as may be permitted by law for the investment of trust funds.
- (h) To borrow, raise or secure the payment of money in such manner as the Company may think fit and secure the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Company.
- (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, 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 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.
- (m) To print, publish, produce, sell and otherwise distribute any newspapers, periodicals, books, leaflets or other goods or materials that the Company may think desirable for the promotion of its objects.
- (n) To purchase, 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.
- (o) To transfer all or any part of the property, assets, liabilities and engagements of the Company to one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate.
- (p) To do all such other acts and things incidental to the attainment of all or any of the above objects.

4. MEMBERSHIP

4.1 Classes of Membership

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

- (a) Ordinary Members; and
- (b) Associate Members.

4.2 Ordinary Members and Associate Members

4.2.1 An Ordinary Member of the Company is a General Practitioner, Aboriginal Health Worker, Practice Manager or Practice Nurse who practices in the Central Sydney GP Network at the time of application and admission to Membership of the Company.

4.2.2 An Associate Member of the Company is:

- (a) a General Practitioner, Aboriginal Health Worker, Practice Manager or Practice Nurse who practises in New South Wales but does not practice in the Central Sydney GP Network; or
- (b) any person, body corporate or other association whom the Directors in their discretion consider suitable for associate membership of the Company; or
- (c) a GP Registrar

4.3 Membership

The Members of the Company are:

- (a) the initial Members as identified in the application for incorporation of the Company to the Australian Securities and Investments Commission; and
- (b) such other persons as the Company admits to membership in accordance with this constitution.

4.4 Application for membership

4.4.1 Subject to clause 4.2, any individual who is at least 18 years old at the date of application may apply to be an Ordinary Member or an Associate Member of the Company.

4.4.2 No application is required for GP Registrar Associate Membership

4.5 Members

4.5.1 All Members:

- (a) must pay the application fee determined in accordance with clause 5.1;
- (b) in order to maintain Membership must pay the annual subscription in accordance with clause 5.2; and
- (c) must otherwise comply with these clauses.

4.5.2 An Ordinary Member:

- (a) has the right to receive notices of, and to attend and be heard, at any general meeting; and
- (b) has the right to vote at any general meeting.

4.5.3 An Associate Member:

- (a) has no right to receive notices of, or to attend and be heard, at any general meeting; and
- (b) does not have the right to vote at any general meeting.

4.5.4 The right of an Ordinary Member to be heard at any general meeting does not include a right to be heard on a matter the subject of a postal ballot.

4.6 Form of application

An application for Membership must be:

- (a) signed by the applicant; or a person authorised by the applicant
- (b) accompanied by such documents or evidence as to qualification for the category of membership applied for as the Directors determine; and
- (c) accompanied by an application fee determined in accordance with clause 5.1.

4.7 Admission to Membership

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

4.7.2 The Directors may at their discretion determine the category of Membership suitable for an applicant.

4.7.3 The Directors do not have to give reasons for rejecting an application or granting a particular category of Membership.

4.7.4 If an application for Membership is rejected, any application fee and the annual subscription must be refunded to the applicant.

4.7.5 If an applicant is accepted for Membership:

(a) the Secretary must notify the applicant of admission in the form of a receipt for the application fee, if any, and annual subscription or in such other form as the Directors determine; and

(b) the name and details of the applicant must be entered in the Register.

4.8 Register of Members

4.8.1 The Secretary must maintain the details of the Members in the Register.

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

(a) the full name of the Member including the ACN of a corporate Member;

(b) the address, telephone and facsimile number, if any, and email address if any, of the Member;

(c) the category of Membership;

(d) the date of admission to and cessation of Membership;

(e) the date of last payment of the Member's annual subscription;

(f) in the case of a Member other than an individual the full name, address and facsimile number, if any, of its corporate representative; and

(g) such other information as the Directors require.

4.8.3 Each Member must notify the Secretary in writing of any change in that person's name, address, telephone or facsimile number within 1 month after the change.

5. APPLICATION FEE AND ANNUAL SUBSCRIPTION

5.1 Application fee

The application fee payable by each applicant for Membership is such sum as the Directors prescribe from time to time in respect of each category of Membership.

5.2 Annual subscription

5.2.1 The annual subscription payable by a Member is such sum as the Directors prescribe from time to time in respect of each category of Membership.

5.2.2 All annual subscriptions are due and payable in advance on 1 July in each year.

5.2.3 If a person applies for membership after 1 January in any year, the Directors may reduce the annual subscription payable by the applicant in such manner as they think fit.

5.3 Unpaid annual subscriptions

If:

- (a) the annual subscription of a Member remains unpaid after it becomes payable; and
- (b) a notice of default is given to the Member pursuant to a resolution of the Directors;

then the Member ceases to be entitled to any of the rights or privileges of membership but these may be reinstated if:

- (i) the Member pays such proportion of the unpaid amount as the Directors determine; and
- (ii) the Directors resolve to reinstate the Member.

6. REMOVAL AND CESSATION OF MEMBERSHIP

6.1 Resignation

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

6.1.2 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.

6.2 Failure to pay

If a Member has not paid all arrears of annual subscriptions in accordance with clause 5.3 or, if paid, the Member's rights and privileges are not reinstated:

- (a) the Member remains liable for all the obligations and liabilities of membership for 6 months after the date of notification under clause 5.3.(b); and
- (b) the Member ceases to be a Member and the Member's name must be removed from the Register at the end of the 6 month period.

6.3 Other cessation of membership

A Member ceases to be a Member on any Termination Event occurring in respect of the Member.

6.4 Removal from Membership

6.4.1 The Directors may at their discretion convene a meeting of Members to consider the removal of a Member from the Register if the Member is no longer considered suitable for Membership of the Company by a majority of the Directors.

6.4.2 The Directors will be required to provide at least 2 month's written notice to any Member of any intention to remove the Member from the Register so as to enable the Member to provide any written representations to the Company.

6.4.3 Where any written representations are made by the Member and the Member requests that the representations be notified to Members of the Company, the Company shall, unless the representations are received by it too late for it to do so:

- (a) state, in any notice of the resolution given to Members of the Company, that the representations have been made; and
- (b) send a copy of the representations to every Member of the Company to whom the notice of the meeting has been or is sent.

6.4.4 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.

6.4.5 Copies of the representations need not be sent out and the representations need not be read out at the meeting if the Directors are

satisfied on reasonable grounds that the rights conferred by this clause are being abused to secure needless publicity for defamatory matter.

6.4.6 The Directors do not have to give reasons for recommending the removal of any Member from the Register.

6.4.7 An ordinary resolution of Members is required to pass the necessary resolution to remove a Member under this clause.

7. NO PROFITS FOR MEMBERS

7.1 Transfer of income or property

No income or property of the Company may be paid or transferred, directly or indirectly to any Member.

7.2 Payments, services and information

Nothing in this clause 7 prevents:

- (a) the payment in good faith of:
 - (i) remuneration to any officers or employees of the Company for services actually rendered to the Company;
 - (ii) 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;
 - (iii) reasonable and proper interest on money borrowed from any Member; or
 - (iv) reasonable and proper rent for premises let by any Member to the Company; or
- (b) the distribution of government grant monies to Members where the grant is expressly on the basis that the monies be used for the benefit of persons including Members; or
- (c) the Company from providing services or information to the Members on terms which are different from the terms on which services or information are provided to persons who are not Members.

8. GENERAL MEETINGS

8.1 Convening of meetings by Members

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

8.2 Notice of general meeting

8.2.1 Written notice of a general meeting must specify:

- (a) the place, the day and the hour of meeting;
- (b) if the meeting is to be held in 2 or more places, the technology that will be used to facilitate the meeting;
- (c) the general nature of the business to be transacted; and
- (d) any other matters as are required by the Law.

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

8.2.3 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 invalidates a resolution passed at the general meeting if more than 15% of members are found to be affected.

8.3 Cancellation of general meetings

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

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

8.4 Quorum at general meetings

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

8.4.2 Subject to this Constitution, for a general meeting to be held, at least ten (10) Ordinary Members (a quorum) must be present (in person, by proxy or by representative) for the whole meeting. When determining whether a quorum is present, a person may only be counted once (even if that person is a representative or proxy of more than one Ordinary Member).

8.4.3 If a quorum is not present within 15 minutes from the time appointed for the meeting or a longer period allowed by the chair:

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

8.4.4 If a meeting has been adjourned to another time and place determined by the Directors, not less than 7 days notice of the adjourned meeting must be given in the same manner as in the case of the original meeting.

8.5 Quorum at adjourned general meetings

At the adjourned meeting 7 Ordinary Members present is a quorum but if a quorum is not present within 15 minutes after the time appointed for the meeting, the meeting must be dissolved.

8.6 Appointment of chair

8.6.1 If the Directors have elected one of their number as chair of their meetings, that person is entitled to preside as chair at every general meeting.

8.6.2 The Directors present at a general meeting must elect one of their number to chair the meeting if:

- (a) a Director has not been elected as chair of Directors meetings; or
- (b) the chair is not present within 10 minutes after the time appointed for the holding of the meeting or he is unwilling to act.

8.6.3 The Ordinary Members present at a general meeting must elect one of their number to chair the meeting if:

- (a) there are no Directors present within 10 minutes after the time appointed for the holding of the meeting; or
- (b) all Directors present decline to take the chair.

8.7 Chair's powers

8.7.1 Subject to the terms of this constitution dealing with adjournment of meetings, the ruling of the chair on all matters relating to the order of

business, procedure and conduct of the general meeting is final and no motion of dissent from a ruling of the chair may be accepted.

8.7.2 The chair may expel any Member or Director from a general meeting if the chair reasonably considers that the Member or Director's conduct is inappropriate behaviour. The following conduct may be considered inappropriate in a general meeting:

- (a) the use of offensive or abusive language which is directed to any person, object or thing;
- (b) attendance at the meeting while under the influence of any kind of drug including but not limited to any alcoholic substance; and
- (c) the use or consumption of any drug by a person at the meeting.

8.8 Adjournment of meetings

8.8.1 The chair 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.

8.8.2 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.

8.8.3 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting.

8.8.4 Except when a meeting is adjourned for 30 days or more, it is not necessary to give a notice of an adjournment or of the business to be transacted at an adjourned meeting.

8.9 Voting on show of hands

8.9.1 At a general meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is demanded before that vote is taken or before the result is declared or immediately after the result is declared. This right to demand a poll must be drawn to the attention of the meeting by the chair at the beginning of the meeting.

8.9.2 If a poll is not duly demanded, a declaration by the chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect 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.

8.10 Demand for a poll

- 8.10.1** A poll may be demanded by any Ordinary Member.
- 8.10.2** The demand for a poll may be withdrawn.
- 8.10.3** 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.
- 8.10.4** If a poll is duly demanded, it must be taken in the manner and, except as to the election of a chair or on a question of adjournment, either at once or after an interval or adjournment or otherwise as the chair directs. The result of the poll is the resolution of the meeting at which the poll is demanded.
- 8.10.5** A poll demanded on the election of a chair or on a question of adjournment must be taken immediately.

8.11 Voting rights of Ordinary Members

Ordinary Members have the following voting rights:

- (a) on a show of hands, every person present who is an Ordinary Member has one vote; and
- (b) on a poll, every Ordinary Member present in person or by proxy has one vote.

8.12 Vote of the Chair at general meetings

The chair of a general meeting is entitled to one vote and does not have a second or casting vote.

8.13 Objections to voter qualification

- 8.13.1** 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.
- 8.13.2** An objection to the qualification of a voter must be referred to the chair, whose decision is final.
- 8.13.3** A vote which is not disallowed pursuant to an objection in accordance with this clause 8.14 is valid for all purposes.

8.14 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. The Members may only withdraw their consent by a resolution of the Company at a general meeting

8.15 Amendments to the constitution

The Company shall advise the Commissioner of Taxation, in writing of any amendments of the constitution within 30 days of those amendments being made.

9. PROXIES

9.1 Proxies of Members

9.1.1 At meetings of Members each Ordinary Member entitled to vote may vote in person or by proxy.

9.1.2 Subject to the terms of their appointment, a person attending as a proxy has all the powers of a Ordinary Member, except where expressly **stated to the contrary**.

9.2 Appointment of proxies

9.2.1 An Ordinary Member may only appoint another Ordinary Member to attend and vote as their proxy at a general meeting.

9.2.2 A document appointing a proxy must be in writing, in any form permitted by the Law and signed by the Ordinary Member making the appointment.

9.3 Authority of proxies

9.3.1 A document appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where the document so provides, the proxy is not entitled to vote on the resolution except as specified in the document.

9.3.2 Except as expressly provided by the document appointing a proxy, an appointment of a proxy confers authority to do all things that the Ordinary Member can do in respect of a general meeting, except that the proxy is not entitled to vote on a show of hands.

9.4 Verification of proxies

9.4.1 Before the time for holding the meeting or adjourned meeting at which a proxy proposes to vote, there must be deposited with the Company the document appointing the proxy.

9.4.2 This document must be received at the Office, at a fax number at the Office or at another place, fax number or electronic address specified for that purpose in the notice convening the meeting not less than 24 hours before the time for holding the meeting.

9.4.3 If a general meeting has been adjourned, an appointment and any authority received by the Company at least 24 hours before the resumption of the meeting are effective for the resumed part of the meeting.

9.5 Validity of proxies

A proxy document is invalid if it is not deposited as required by this constitution.

9.6 Revocation of appointment of proxy

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

- (a) the previous death or unsoundness of mind of the principal; or
- (b) the revocation of the instrument or of the authority under which the instrument was executed.

10. APPOINTMENT AND RETIREMENT OF DIRECTORS

10.1 Initial Directors

10.1.1 The initial Directors of the Company to be appointed on the day the Company is registered will be the individuals named in the application to register the Company.

10.2 Number of Directors

10.2.1 Until otherwise determined in accordance with this constitution, the number of Directors must not be less than four and not more than six including:

- (a) Up to four Directors elected by the Ordinary Members (**Elected Directors**); and
- (b) if the elected Directors resolve to do so, up to two persons (who do not need to be Ordinary Members) appointed (other than pursuant to clause 10.2.2) by the Elected Directors (**Appointed Directors**), provided that the Directors of the

Company must at all times be comprised of a majority of Elected Directors.

Any Director appointed pursuant to this clause will be deemed to be an Elected Director.

10.2.2 In circumstances where there is not a majority of Elected Directors then either the remaining Directors must:

- (a) in accordance with clause 10.6.1, appoint that number of additional Directors (who must be Ordinary Members) which is necessary to ensure that the Directors are comprised of a majority of Elected Directors; or
- (b) call a meeting of Ordinary Members to appoint that number of additional Directors (who must be Ordinary Members) which is necessary to ensure that the Directors are comprised of a majority of Elected Directors.

Any Director appointed pursuant to this clause will be deemed to be an Elected Director.

10.2.3 The Company may, by resolution, increase or reduce the number of Directors and may also determine in what rotation the increased or reduced number is to go out of office.

10.3 Qualifications of Directors

10.3.1 A person is only eligible for the appointment of Director of the Company if the appointment of the person will not result in more than one person either working in the same practice and/or from any associated group of practices.

10.3.2 A person is only eligible to be elected as an Elected Director (not being an Appointed Director) if that person is an Ordinary Member.

10.4 Re-election of Directors at first AGM

10.4.1 At the first annual general meeting of the Company, all the Directors of the Company shall retire from office and the Members may elect up to a total of 7 Directors from the nominations.

10.4.2 Nominations for the position of Director at the first annual general meeting may be submitted by an Ordinary Member or a retiring Director.

10.4.3 Notice of the nominations for Director must be provided to all Ordinary Members of the Company in accordance with this constitution at least 30 days prior to the date of the first annual general meeting.

10.4.4 The election of directors at the first annual general meeting may, at the direction of the Directors, be done by way of postal ballot. The necessary papers for the ballot must be provided to all Ordinary Members in accordance with this constitution at least 21 days prior to the date of the first annual general meeting. Ballot papers must be returned to the Company by post or in person and must be received by the Company no later than 48 hours prior to the time of the first annual general meeting.

10.5 Retirement of Directors

10.5.1 At each annual general meeting of the Company, the Appointed Directors must retire and the following other Directors must also retire from office:

- (a) any Director who has been in office for two consecutive years or more since that Director's election or last re-election as a Director; and
- (b) if the number of Directors retiring is less than half of the Elected Directors, then such other Directors shall stand down to bring the number of Elected Directors retiring up to half of the Elected Directors.

10.5.2 The Directors to retire at an annual general meeting under 10.5.1(b) are those who have been longest in office since their last election. If 2 or more persons became Directors on the same day, those to retire must be determined by lot unless they otherwise agree among themselves.

10.5.3 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.

10.5.4 The election of directors at each general meeting following the first annual general meeting may, at the direction of the Directors, be done by way of postal ballot. The necessary papers for the ballot must be provided to all Ordinary Members in accordance with this constitution at least 21 days prior to the date of the relevant annual general meeting. Ballot papers must be returned to the Company by post or in person and must be received by the Company no later than 48 hours prior to the time of the relevant annual general meeting.

10.5.5 In order to retire from office a Director must give at least 20 business days' 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:

- (a) 20 business days after receipt by the Company of the written notice of resignation; or
- (b) the expiration of the period, if any, specified in the written notice of resignation.

10.6 Casual vacancies

10.6.1 The Directors or the 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 Clause 10.2.1.

10.6.2 A Director appointed under this clause:

- (a) holds office only until the next general meeting after the appointment and is then eligible for re-election; and
- (b) must not be taken into account in determining the Directors who are to retire by rotation at that general meeting.

10.7 Removal from office

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

10.7.2 A person appointed to replace a Director removed from office must retire as a Director at the time ascertained as if the person became a Director on the day on which the Director removed from office was elected or last re-elected a Director.

10.8 Vacation of office

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

- (a) becomes a bankrupt;
- (b) 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;
- (c) is absent without the consent of the Directors from the meetings of the Directors held during a continuous period of 3 months and the board resolves that the office of that Director be vacated; or
- (d) becomes prohibited from being a Director by reason of an order made under the Law.

11. DIRECTORS' REMUNERATION

11.1 Directors fees

Directors fees will be set by the Ordinary Members in general meeting.

11.2 Payment for services

11.2.1 A Director who is called upon to perform extra services or to make a special exertion or to undertake executive or other work for the Company beyond or outside of the Director's ordinary duties or is engaged to provide any other service, may be paid a fee for those services, exertions or work.

11.2.2 The fee may be paid either by fixed sum or salary determined by the Directors, or by hourly rate determined by the Ordinary Members in general meeting.

12. POWERS OF DIRECTORS

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

13. PROCEEDINGS OF DIRECTORS

13.1 Convening of Directors' meetings

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

13.2 Notice of Directors' meetings

13.2.1 Notice of each meeting of the Directors must be given to each Director at least 24 hours before the meeting or at another time determined by resolution of the Directors.

13.2.2 Despite that requirement all Directors may waive in writing the required period of notice for a particular meeting.

13.3 Mode of meeting for Directors

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

13.4 Quorum at Directors' meetings

13.4.1 At a meeting of Directors, the number of Directors whose presence is necessary to constitute a quorum is 3 or another number determined by the Directors.

13.4.2 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 Voting at Directors' meetings

Questions arising at a meeting of Directors 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.

13.6 Appointment of chair of Directors

13.6.1 The Directors must annually elect a Director to chair their meetings. A Director may not hold the position of the Chairperson continuously for periods of greater than three years.

13.6.2 If a chair has not been elected, or if at any meeting the chair is not present within 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.

13.7 Chair's vote at Directors meetings

The chair has one vote and does not have a second or casting vote at meetings of Directors.

13.8 Director's contracts

13.8.1 If a Director is interested in a contract or proposed contract with the Company and the financial benefit to the Director under the contract is authorised by the Law:

- (a) the Director is not disqualified by holding office as Director from contracting or entering into any arrangement with the Company, whether as vendor, purchaser or otherwise;
- (b) a contract or arrangement entered into by or on behalf of the Company in which the Director is in any way, whether directly or indirectly, interested, is not liable to be avoided; and

- (c) the Director is not liable to account to the Company for a profit realised from that contract or arrangement by reason of the Director holding that office.

13.8.2 A Director and a firm in which the Director is interested may act in a professional capacity for the Company. The Director and that firm are entitled to remuneration for professional services as if the Director was not a Director of the Company.

13.8.3 Nothing in this clause authorises a Director or a firm in which the Director is interested to act as auditor of the Company.

13.8.4 Any such interest referred to in 13.8.1 or 13.8.2 must be declared to the Board prior to the commissioning of the contract or arrangement.

13.9 Directors holding office of profit

A Director may hold any other office or place of profit in conjunction with the office of Director for the period and on the terms as to remuneration and otherwise as the Directors may determine.

13.10 Participation where Directors interested

13.10.1 A Director who has a material personal interest in a matter that is being considered at a meeting of Directors must not:

- (a) be present while the matter is being considered at the meeting; or
- (b) vote in respect of that matter or that proposed resolution.

13.10.2 Despite the preceding clause, a Director may be present and may vote on a matter if:

- (a) the other Directors who do not have a material personal interest in the matter have passed a resolution that:
 - (i) identifies the Director, the nature and extent of the Director's interest in the matter and its relation to the affairs of the Company; and
 - (ii) states that those Directors are satisfied that the interest should not disqualify the Director from voting or being present;
- (b) the interest does not need to be disclosed to the other Directors under the Law; or

- (c) the Director is so entitled under a declaration or order made by the Australian Securities and Investments Commission under the Law.

13.10.3 If there are not enough Directors to form a quorum as a result of a Director having a material personal interest then, 1 or more of the Directors (including those who have a material personal 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.

13.11 Delegation of powers to committee

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

13.11.2 The exercise of a power by a committee in accordance with this constitution is to be treated as the exercise of that power by the Directors.

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

13.12 Proceedings of committees

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

13.13 Validity of acts of Directors

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

13.14 Minutes

13.14.1 The Directors must cause minutes of all proceedings of general meetings, of meetings of the Directors and of committees formed by the Directors to be entered, within one month after the relevant meeting is held, in books kept for the purpose.

13.14.2 The Directors must cause all minutes, except resolutions in writing treated as determinations of the Directors, to be signed by the chair of the meeting at which the proceedings took place or by the chair of the next succeeding meeting.

13.14.3 During business hours all Ordinary Members have the right to inspect confirmed minutes of meetings of the Directors.

13.15 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 Directors passed at a meeting of the Directors duly convened and held.

13.16 Form of resolution in writing

13.16.1 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.

13.16.2 In relation to a resolution in writing:

- (a) a document generated by electronic means which purports to be a facsimile or electronic mail version of a resolution of Directors is to be treated as a resolution in writing; and
- (b) a document bearing a facsimile or electronic mail version of a signature is to be treated as signed.

13.17 Regulations

The Directors may from time to time by resolution in writing make regulations in relation to:

- (a) the rights and obligations of each class of Member;
- (b) fees, subscriptions and charges to be paid by each class of Member;
- (c) procedures and servicing of applications for admission for membership or for renewal of membership; and
- (d) any other matter not being inconsistent with this constitution relating to and governing the conduct of the Company.

14. SECRETARY

The Directors may appoint one or more Secretaries and may at any time terminate the appointment or appointments. The Directors may determine the terms and conditions of appointment of a Secretary, including remuneration. Any one of the Secretaries may carry out any act or deed required by this constitution, the Law or by any other statute to be carried out by the secretary of the Company.

15. INDEMNITY AND INSURANCE

15.1 Indemnity

Every officer and past officer of the Company may 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.

15.2 Insurance premiums

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

15.2.2 The Company must arrange property and other insurance for the protection of its assets in accordance with the reasonable directions of the Directors.

16. SEALS AND EXECUTION OF DOCUMENTS

16.1 Custody of Seal

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

16.2 Execution of documents

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

- (a) 2 Directors;
- (b) a Director and the Secretary; or
- (c) a Director and some other person appointed by the Directors for the purpose.

16.2.2 The Company may execute a document without the use of a seal if the document is signed by:

- (a) 2 Directors; or
- (b) a Director and a Secretary.

16.3 Official seals

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

17. COMMUNITY HEALTH IMPROVEMENT GIFT FUND

The Company shall establish a Gift Fund for the specific purpose of improving the health of the community served by general practitioners within the Central Sydney GP Network.

The Company shall maintain the Gift Fund subject to the following conditions:

- (a) the Gift Fund shall be administered in accordance with the requirements of the Australian Taxation Office for Deductible Gift Recipient status
- (b) gifts of money or property can be given to this fund
- (c) all gifts received by CSGPN for this purpose will be credited to this fund
- (d) no other grants, money or property will be received into this fund
- (e) all gifts made to the fund or any money received because of those gifts will be used for the sole purpose of improving the health of the community served by general practitioners within the Central Sydney GP Network.
- (f) If the Gift Fund is wound up or if the endorsement of CSGPN as a deductible gift recipient 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.

18. SURPLUS ASSETS ON WINDING UP OR DISSOLUTION

Upon the winding up or dissolution of the Company, any remaining property after satisfaction of all debts and liabilities, will not be paid to or distributed among the Members, but will be given or transferred to some other institution or company which:

- (a) has objects similar to the objects of the Company;
- (b) whose constituent documents prohibit the distribution of its income and property among its members on terms substantially to the effect of clause 7, and
- (c) is non-profit and endorsed by the Commissioner of Taxation as a deductible gift recipient for the purposes of any Commonwealth Taxation Act.
- (d) as determined by the Members at or before the time of winding up or dissolution of the Company and, in default of any determination, by the Supreme Court of New South Wales.

19. ACCOUNTS, AUDIT AND RECORDS

19.1 Accounts

The Directors must cause proper accounting and other records to be kept in accordance with the Law. 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 Law.

19.2 Audit

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

19.3 Rights of Inspection

Subject to the Law, the Directors may determine:

- (a) whether and to what extent;
- (b) at what times and places; and
- (c) under what conditions,

the accounting records and other documents of the Company or any of them are open to the inspection of Members other than Directors. A Member other than a Director does not have the right to inspect any document of the Company except as provided by law or authorised by the Directors or by the Company in general meeting.

20. NOTICES

20.1 Persons authorised to give notices

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

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

20.2 Method of giving notices

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

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

20.3 Addresses for giving notices to Members

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

20.3.2 The facsimile number or e-mail address of a Member is the number which the Member may specify by written notice to the Company as the facsimile number or e-mail address to which notices may be sent to the Member.

20.3.3 Until a person entitled to a share in consequence of the death or bankruptcy of a Member gives notice to the Company of an address for the giving of notices, the address of that person is the address of the deceased or bankrupt Member.

20.4 Address for giving notices to the Company

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

20.4.2 The facsimile number or e-mail address of the Company is the number which the Company may specify by written notice to the Members as the facsimile number or e-mail address to which notices may be sent to the Company.

20.5 Time notice of meeting is given

A notice of meeting given in accordance with this constitution is to be taken as given, served and received:

- (a) if delivered in writing to the street address of the addressee, at the time of delivery;
- (b) if it is sent by post to the street or postal address of the addressee, on the business day after posting; or
- (c) if sent by facsimile or e-mail to the facsimile number or e-mail address of the addressee, at the time transmission is completed.

20.6 Time other notices are given

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

- (a) if delivered in writing to the street address of the addressee, at the time of delivery;
- (b) if it is sent by post to the street or postal address of the addressee, on the 2nd (5th if outside Australia) business day after posting; or

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

20.7 Proof of giving notices

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

- (a) a transmission report by the facsimile machine from which the notice was transmitted which indicates that a facsimile of the notice was sent in its entirety to the facsimile number of the addressee; or
- (b) a print out of an acknowledgment of receipt of the e-mail.

20.8 Persons entitled to notice of meeting

20.8.1 Notice of every general meeting must be given by a method authorised by this constitution to:

- (a) every Member; and
- (b) the auditor for the time being of the Company, if any.

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

21. INTERPRETATION

21.1 References to law and the constitution

A reference to:

- (a) any legislation includes any regulation or instrument made under it and where amended, re-enacted or replaced means that amended, re-enacted or replacement legislation; or
- (b) this constitution, where amended, means this constitution as so amended.

21.2 Presumptions of interpretation

21.2.1 Unless the context otherwise requires a word which denotes:

- (a) the singular denotes the plural and vice versa;
- (b) any gender denotes the other genders; and
- (c) a person denotes an individual and a body corporate.

21.2.2 Where a word or phrase is given a defined meaning any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

21.3 Replaceable rules

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

21.4 Application of the Law

Division 10 of Part 1.2 of the Law applies in relation to this constitution as if it was an instrument made under the Law as in force on the day when this constitution became the constitution of the Company.

21.5 Exercise of powers

Except as specifically contemplated to the contrary in this constitution, the Company may, in any manner permitted by the Law:

- (a) exercise any power;
- (b) take any action; or
- (c) engage in any conduct or procedure,

which under the Law a company limited by shares may exercise, take or engage in if authorised by its constitution.

21.6 Headings and table of contents

Headings and any table of contents must be ignored in the interpretation of this constitution.

21.7 References to and calculations of time

21.7.1 Unless the context otherwise requires a reference to a time of day means that time of day in the state or territory in which the Office is situated.

21.7.2 For the purposes of determining the length of a period (but not its commencement) a reference to:

- (a) a day means a period of time commencing at midnight and ending 24 hours later; and
- (b) a month means a calendar month which is a period commencing at the beginning of a day of one of the 12 months of the year and ending immediately before the beginning of the corresponding day of the next month or, if there is no such corresponding day, ending at the expiration of that next month.

21.7.3 Where a period of time is specified and is to be calculated before or after a given day, act or event it must be calculated without counting that day or the day of that act or event.

21.7.4 A provision of this constitution, except that specifying the time for deposit of proxies with the Company, which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

21.8 Business day

A reference to a business day means a day during which banks are open for general banking business in the state or territory in which the Office is situated.