

Constitution

RANGES COMMUNITY HEALTH (trading as Inspiro)

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Contents

1. Nature of Company and liability	4
Nature of Company.....	4
Liability of Members and guarantee on winding up.....	4
2. Objects of the Company	4
Objects within and outside Catchment Area	4
Guiding Principles	5
3. Powers	5
4. Fees policy	7
5. No assets or income to be distributed to members	7
6. Initial members of the Company and subsequent members	7
Who are members?	7
Initial members of the Company	7
No limit.....	7
Resignation	8
7. Application and admission to membership	8
8. Renewal and closure of register.....	9
9. Register of members	9
10. Life members	9
11. Removal from membership	9
12. Board of Directors	10
13. Initial Board	10
Directors on registration.....	10
Additional Directors may be appointed.....	10
14. Transitional Board after the first annual general meeting.....	10
Carryover of three Directors.....	10
Election of six community representative Directors	11

15. Subsequent Boards	11
Election to replace retiring community representative directors	11
Additional Directors may be appointed.....	11
16. Casual vacancies	11
Elected Director vacancy.....	11
Appointed Director vacancy	11
17. Principles regarding appointment of Directors	12
18. Election of Officers	12
19. Proceedings of the Board	12
Meetings other than in person	13
Validity of acts of the Board.....	14
20. Pecuniary interests of Directors	14
Disclosure.....	14
21. Vacation of office of Director	15
22. No remuneration to Directors.....	15
No fees to Directors	15
Payment to Directors for expenses.....	15
Payments must be in good faith	15
23. Committees	15
24. Chief Executive Officer to have custody of the common seal	16
25. Annual General Meeting	16
26. General Meetings.....	17
27. Notice of meetings generally	17
28. Quorum for General Meetings.....	18
29. Chairperson of General Meetings	18
30. Adjournment of General Meetings	18
31. Voting at General Meetings other than elections	18

32. Election.....	19
33. Proxies and representatives	19
Proxies and representatives of Members.....	19
34. Alteration of constitution	19
35. Auditor	19
36. Dissolution.....	20
37. Gift fund	20
38. Compliance with standards	21
39. Definitions and Interpretation	21
Definitions.....	21
40. References to the document	23
41. Replaceable rules.....	23
42. Application of Corporations Act	23
43. Exercise of powers.....	24

1. Nature of Company and liability

Nature of Company

1.1. The Company is a company limited by guarantee.

Liability of Members and guarantee on winding up

1.2. The liability of the Members is limited. Every Member undertakes to contribute \$1.00 to the assets of the Company if it is wound up while he or she is a Member, or within one year afterwards.

2. Objects of the Company

Objects within and outside Catchment Area

2.1. The principal objects of the Company are to establish, promote and operate a Community Health Service:

2.1.1. for the direct relief of poverty, sickness, destitution and helplessness of members of the community located within its Catchment Area by providing an integrated community health program offering a range of appropriate curative, remedial, rehabilitative, preventative, developmental, maintenance and educative services;

2.1.2. for the delivery of specific health programs to the sick, destitute and helpless outside its Catchment Area where it has been funded to do so, and

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

2.2. Subject always to its principal objects, the Company has the following additional objects:

2.2.1. to directly provide medical, dental, nursing care, disability services, aged care, allied health and counselling;

2.2.2. to implement preventive health care services of all descriptions, including intervention to prevent illness and disease arising from social, occupational and environmental factors; and

2.2.3. to operate consistently within its Guiding Principles.

Guiding Principles

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

- 2.3.1.give priority to the socially and economically disadvantaged, and, in particular, the frail aged, the young, the disabled, the mentally ill and individuals with complex health care needs;
- 2.3.2.evidence a social model of health which particularly recognizes the needs of those who cannot readily access the health and welfare system;
- 2.3.3.directly deliver high quality services which enhance health and social wellbeing;
- 2.3.4.deliver services in a culturally appropriate, effective and empowering manner;
- 2.3.5.strive for a seamless and integrated system of care which ensures maximum accessibility for clients; and
- 2.3.6.within the scope of its principal objects, work in partnership with members of the community and other agencies to improve their health and well-being.

3. Powers

3.1. To further its objects, the Company has the powers given by the Act and also the following specific powers:

- 3.1.1.To appoint, employ, remove or suspend such employees as may be necessary or convenient for the purposes of the Company.
- 3.1.2.To enter into partnership or into any arrangement with any other individual, corporation, association, society, institution or authority in furtherance of the objects of the Company or in such a manner as may seem to the Directors to be of benefit to the Company.
- 3.1.3.To assist in the research and study into all aspects of the provision of community and social health and welfare activities.
- 3.1.4.To make known and further the objects and activities of the Company by publication and distribution of papers, journals and other publications and by advertising in any medium or by any means thought desirable.
- 3.1.5.Subject to the provisions of any relevant law, to collect funds and to solicit, receive, enlist or accept financial and other aid, subscriptions, donations, and bequests from individuals, trusts, foundations, companies, associations, societies, institutions and other organisations or authorities and from governments, governmental authorities and instrumentalities and public bodies.
- 3.1.6.To draw, take, accept, endorse, discount, execute and issue promissory notes, bills of exchange, warrants and other negotiable instruments.

- 3.1.7. To borrow and raise money for any of the purposes of the Company and to secure the payment thereof in such manner as may be lawful including by any mortgage, charge, debenture or lien upon or over all or any of the property of the Company both present and future and also by a similar mortgage, charge, debenture or lien to secure and guarantee the performance by the Company or any other person or Company of any obligation undertaken by the Company or any other person or Company as the case may be.
- 3.1.8. Subject to the provisions of the *Trustee Act* 1958 as amended from time to time, to invest such of the moneys and funds of the Company as may not be immediately needed in such securities and investments upon such terms and conditions as the Directors in their absolute discretion determine but always in accordance with the company's investment strategy.
- 3.1.9. To purchase, take or lease or acquire by gift or otherwise, real and personal property of any nature or description.
- 3.1.10. To sell and transfer such property or exchange it for other property.
- 3.1.11. To demise such property for such terms at such rent and upon such conditions as may be deemed desirable.
- 3.1.12. To raise money on such property on such terms and conditions as may be deemed desirable.
- 3.1.13. To construct, add to, alter, demolish, repair, maintain and deal with such property in any manner.
- 3.1.14. To promote, establish, superintend, conduct, control and assist within Victoria branches, committees and other forms of organisation and administration.
- 3.1.15. To assist in any way deemed desirable by the Directors, any other body or organisation in connection with the conduct of any research or similar work which they consider to be in the interests of the Company or to be conducive to the attainment of any of its objects.
- 3.1.16. To undertake and execute any trusts the undertaking whereof may be necessary or desirable for carrying out any of the objects of the Company and to accept any gift, endowment or bequest made to the Company generally or for the purpose of any specific object and to carry out any trusts attached to any gift, endowment or bequest provided that the Company shall only deal with any property which is subject to any trusts in such a manner as is allowed by law having regard to such trusts.
- 3.1.17. To acquire and undertake the whole or any part of the property, assets, liabilities or undertaking of any other person or Company carrying on activities which the Company is authorised to carry on or is possessed of property suitable for the purposes of the Company.

3.1.18. To enter into arrangements with any government or authority, including local government, that are incidental and/or conducive to the attainment of the objects of the Company.

3.1.19. Generally to do all such acts, matters and things and to enter into and make such agreements as are incidental or conducive to the attainment of any of the objects of the Company.

4. Fees policy

4.1. The Company may waive fees for services provided to people who are disadvantaged.

5. No assets or income to be distributed to members

5.1. The assets and income of the Company may only be applied to further its objects and no portion may be distributed directly or indirectly to its Members except as bona fide compensation for services rendered or expenses incurred on behalf of the Company.

6. Initial members of the Company and subsequent members

Who are members?

6.1. The Members of the Company are the initial Members as set out in clause 6.2 and such other persons as the Company admits to membership in accordance with this Constitution.

Initial members of the Company

6.2. The initial Members of the Company are those persons who have consented to become Members and who are named in the application for incorporation of the Company to the Australian Securities and Investment Commission.

Persons subsequently admitted to membership

6.3. After incorporation, persons are eligible to be admitted to membership of the Company if they have attained the age of 18 years and:

6.3.1. they are a client; or

6.3.2. or they live, work or are enrolled as a student at an educational service in the Catchment Area; or

6.3.3. they have a previous connection with the Company which the Board considers sufficient for its purposes; or

6.3.4. they become a Director of the Company.

No limit

6.4. Unless otherwise determined by the Members in General Meeting, the number of Members is not limited.

Resignation

- 6.5. A Member may resign from membership of the Company by giving written notice to the Chief Executive Officer.
- 6.6. The resignation of a Member is deemed to take effect from the date of receipt of the notice of resignation or such later date as is provided in the notice.

7. Application and admission to membership

- 7.1. An application for membership of the Company must be:
 - 7.1.1.in the membership application form which is authorised by the Board, signed by the applicant;
 - 7.1.2.accompanied by such other information as the Directors require; and
 - 7.1.3.lodged with the Chief Executive Officer of the Company.
- 7.2. There is no application or subscription fee.
- 7.3. On receipt of an application, the Chief Executive Officer must forward the application to the Board.
- 7.4. The Board must consider each application for Membership as soon as practicable after its receipt. The Board has discretion to admit or reject the application. The Board need not give reasons for its decision.
- 7.5. If the Board accepts an application, the Chief Executive Officer must enter the Applicant's name in the Register with as little delay as possible. The applicant becomes a Member of the Company when their name is entered in the Register.
- 7.6. If a person who is not a Member (or who does not have the qualifications for membership, other than as to age) is appointed a Director, the Board is deemed to have approved that person's application for membership; however, that person must still complete an application in the form set out in Appendix 1 (and this form may be changed from time to time as authorised by the Board) prior to their name being entered in to the Register.
- 7.7. A right, privilege or obligation of a person by reason of his or her membership of the Company:
 - 7.7.1.is not capable of being transferred or transmitted to another person; and
 - 7.7.2.terminates upon the cessation of his or her membership, except for any accrued obligation pursuant to clause 1.2.

8. Renewal and closure of register

- 8.1. Membership shall be retained until such time as a Member resigns, or is deemed to have breached the Constitution, in accordance with clause 11.
- 8.2. No person may be admitted as a Member after 30 June until the Register reopens on the day after the next Annual General Meeting.
- 8.3. The form for renewal is set out in Appendix 2 and may be changed from time to time as authorised by the Board.

9. Register of members

- 9.1. The Company Secretary must keep the Register of Members in accordance with the *Corporations Act*.
- 9.2. The Register of Members must contain the full name, address and date of entry of each Member. The Register shall be available for inspection at the registered address of the Company.
- 9.3. The name of a person who has died, resigned or not renewed their membership in accordance with clause 0 must be removed from the Register.

10. Life members

- 10.1. The Board may, by resolution, appoint any Member who has made a significant contribution to the affairs of the Company to be a Life Member.
- 10.2. A Life Member is an honorary position which confers no additional rights or obligations.

11. Removal from membership

- 11.1. If it is satisfied by way of majority vote that:
 - 11.1.1. a Member is in breach of a provision of this Constitution, and/or
 - 11.1.2. a Member's act or omission is, in the opinion of the Board, unbecoming of a Member, or prejudicial to the interests or reputation of the Companythe Board may, by ordinary resolution:
 - 11.1.3. remove the Member from the Register;
 - 11.1.4. suspend the Member from the Register for a period of not less than 45 days;
or
 - 11.1.5. reprimand the Member.

11.2. The Board must provide at least one month's written notice to any Member of any intention to remove the person from the Register, so as to enable the Member to provide any written representations to the Company. Subject to clause 11.3, the decision of the Board takes effect 30 days from the date the Board notifies the Member of the decision. The procedures relating to the removal of a Member by the Board under clause 11.1 may otherwise be set out in regulations.

11.3. A Member may appeal the decision of the Board under clause 11.1 by giving notice in writing to the Company within 14 days of being notified of the Board's decision. The Company must then convene an appeals committee to hear the appeal in accordance with regulations (and in the absence of regulations, the appeals committee shall be the Members in general meeting, and the grounds of appeal shall be limited to errors in law or breaches of natural justice).

11.4. A Member removed from the Register who is also a Director is automatically removed as a Director.

12. Board of Directors

12.1. Unless otherwise determined by Members in General Meeting, the Board consists of not less than five nor more than 11 Directors.

12.2. An employee of the Company cannot be a Director.

13. Initial Board

Directors on registration

13.1. Upon incorporation the Board will be those persons who have consented to being a Director and are named as Directors in the application to incorporate the Company.

Additional Directors may be appointed

13.2. The initial Board may appoint additional Directors to ensure appropriate numbers and mix of skills. In appointing additional Directors, the Board shall have regard to the principles in clause 17.

14. Transitional Board after the first annual general meeting

Carryover of three Directors

14.1. Prior to the first Annual General Meeting the Board must select three Directors who are to continue in office. Chosen by lot, those Directors will have terms of one, two or three more years.

14.2. All other Directors must retire and vacate their offices at the first Annual General Meeting. Retiring Directors are eligible for appointment or election.

Election of six community representative Directors

14.3. At the first Annual General Meeting of the Company, the Members must elect six Community Representative Directors in accordance with clause 32 from amongst the Members.

14.4. The term of office of each Community Representative Director shall be determined by lot; two Community Representative Directors must retire at the second Annual General Meeting, two at the third Annual General Meeting and two at the fourth Annual General Meeting.

15. Subsequent Boards

Election to replace retiring community representative directors

15.1. At the second and subsequent Annual General Meetings, elections shall be held for those Community Representative Directors whose terms have expired or where there is a vacancy. Their term shall be for three years or for the unexpired portion of the term if filling a vacancy.

Additional Directors may be appointed

15.2. At any time after the first Annual General Meeting the Board is entitled to appoint additional Directors, but only up to the maximum number. In appointing additional Directors, the Board shall have regard to the principles in clause 17.

15.3. At the time of appointment, the Board will set the term of additional Directors to a maximum of three years.

16. Casual vacancies

Elected Director vacancy

16.1. If a vacancy occurs in the office of a Community Representative Director, or if there are insufficient nominations for election pursuant to clause 15.1, the Board may co-opt a Member to hold office as Director until the next Annual General Meeting. An election will then be held for a Director to replace the Director whose office was vacated and for the term of that vacated office. The person appointed to fill the vacancy is eligible for election. In filling this vacancy, the Board shall try to ensure that the Director matches the constituency of the vacancy.

Appointed Director vacancy

16.2. If a vacancy occurs in the office of an appointed Director either to the initial, transitional or subsequent Board, then the Board may appoint a Member to replace that Director who shall hold office for the term of that vacated office. The person appointed to the vacancy is eligible for re-appointment. In appointing additional Directors, the Board shall have regard to the principles in clause 17.

17. Principles regarding appointment of Directors

17.1. The company requires Board members with appropriate skills to ensure the Company meets the Objects of the Company. These persons may include:

- 17.1.1. community members; and
- 17.1.2. professionals with specific skills;

to ensure skills mix and community representation is provided on the Board.

17.2. The Board will have a minimum of three community elected members. It may appoint additional Directors who have none of the qualifications for membership (other than age) to ensure clause 16.1 is met. The Board will have a maximum of 11 Directors.

17.3. The Board should try to ensure that at all times there are no less than five members comprising the Board.

18. Election of Officers

18.1. The Board must elect from amongst its number, the following Officers:

- 18.1.1. Chairperson; and
- 18.1.2. Deputy Chairperson.

Each Officer holds office for one year but is eligible, while a Director, to be re-elected.

18.2. If a vacancy occurs amongst the Officers, the Board must elect a person to fill that vacancy from its numbers. That person will hold office for the remainder of the term of the person he/she replaces, provided that he/she remains a Director.

18.3. The Board may revoke the appointment of an Officer at any time and elect another person to that office.

19. Proceedings of the Board

19.1. The Board must meet at least nine times in each year at such place and time as the Board may determine.

19.2. The Chief Executive Officer must convene a special meeting of the Board if requested to do so by the Chairperson or any two Directors.

19.3. Unless the Directors unanimously waive this requirement, the Chief Executive Officer must give at least three days' notice to all Directors of any special meeting. The notice must specify the general nature of the business to be transacted at that meeting. No other business can be transacted at such a meeting.

19.4. The Chief Executive Officer must ensure that notice of every meeting of the Board (other than a special meeting) is served on each Director by delivering it to or sending it by prepaid post addressed to the Director at his or her usual or last known place of residence. If a Director has indicated that notices may be sent by electronic means, either by facsimile or email, then the notice shall be sent in that fashion. The notice must be sent at least five days before the date of the meeting.

19.5. At all Board meetings other than as provided by clause 19.9:

19.5.1. All matters are to be decided by a show of hands, unless the person chairing that meeting determines that a secret ballot be held. The decision of the majority of Directors is the decision of the meeting.

19.5.2. Each Director has one vote and, in the event of an equality of votes on any matter, except as provided by clause 19.5.2 the person chairing the meeting has a casting vote.

19.5.3. In the event of an equality of votes in respect of an election of an Officer, the successful candidate shall be determined by lot.

19.5.4. Voting by proxy is not permitted.

19.6. The quorum for a meeting of the Board is no less than four members.

19.7. No business shall be transacted unless a quorum is present and if within half an hour of the time appointed for the meeting a quorum is not present the meeting shall stand adjourned and the person chairing the meeting must set a further date for the adjourned meeting which must be within ten days.

19.8. At meetings of the Board the Chairperson shall preside but if the Chairperson is absent or unwilling to chair the meeting, then the Deputy Chairperson shall do so. If both the Chairperson and the Deputy Chairperson are absent or unwilling to preside, then the Directors must choose one of their number to preside at the Board meeting.

Meetings other than in person

19.9. Without limiting the discretion of the Board to regulate its meetings, a meeting of the Board may be conducted by:

19.9.1. Directors conferring by telephone, close circuit television, or audio or audio visual communication at the same time ("the conference"), or

19.9.2. Directors assenting in writing (by hand or by electronic encryption) to a resolution circulated to all Directors, whether electronically or in hard copy (the "circulating resolution").

19.10. Notwithstanding that the Directors are not present together in one place at the time of the conference, a resolution passed at such a conference shall be deemed to have been passed at a meeting of Directors on the day and time at which the conference was held. In the case of a circulating resolution, a resolution shall be deemed to have been passed at a meeting of the Board on the day and at the time when it is last signed by a Director thereby constituting a majority of the Board.

19.10.1. A Director present at the commencement of a conference will be conclusively presumed to have been present and to have formed part of the quorum throughout the conference unless the Director informs the meeting that he/she will be absent for the remainder of the meeting.

19.10.2. Any minutes of a conference purporting to be signed by the person who presided at the conference will be sufficient evidence of the observance of all necessary formalities regarding convening and conduct of the conference. A circulating resolution confirmed by a majority of Directors will be conclusive evidence that the resolution was passed.

19.10.3. When under the Constitution a resolution is deemed to be passed at a conference of the Board, that meeting will be deemed to have been held at such place as is determined by the person who presided at the conference provided that at least one of the Directors who took part in the conference was at such place for the duration of the conference.

Validity of acts of the Board

19.11. An act or decision of the Board will not be invalid by reason only of a defect or irregularity in connection with the appointment or election of a Director or a vacancy in the membership of the Board.

20. Pecuniary interests of Directors

Disclosure

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

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

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

21. Vacation of office of Director

21.1. The office of a Director shall become vacant if the Director:

- 21.1.1. becomes insolvent under administration or makes any arrangement or composition with creditors generally;
- 21.1.2. becomes prohibited from being a Director of a Company by reason of any order made under the Act;
- 21.1.3. becomes incapable by reason of mental incapacity to perform his or her duties as a Director;
- 21.1.4. resigns his or her office by notice in writing to the Chief Executive Officer;
- 21.1.5. for more than three months in any six month period is absent without express advance permission of the Board from meetings of the Board held during that period;
or
- 21.1.6. dies.

That vacancy shall be a filled in accordance with clause 16.

22. No remuneration to Directors

No fees to Directors

22.1. Subject to clauses 22.2 and 22.3, the Directors are not entitled to any fees for their services as Directors.

Payment to Directors for expenses

22.2. The Directors may be paid, subject to the approval of the Board, all reasonable travelling, accommodation and any other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or General Meetings or otherwise in the execution of their duties as Directors.

Payments must be in good faith

22.3. Any payment made to a Director by the Company under this clause 22 must be made in good faith.

23. Committees

23.1. The Board must establish committees:

- 23.1.1. Finance and audit; and
- 23.1.2. Quality and risk management.

23.2. The Board shall determine the composition of any committee established, terms of reference and meeting requirements. The Board may establish any other committee and set out their terms of reference.

23.3. The Board may delegate any powers to a committee which are delegable at law.

24. Chief Executive Officer to have custody of the common seal

24.1. The Company may execute a document without the use of a seal if the document is signed by two Directors or one Director and the Chief Executive Officer.

24.2. The Company shall determine what documents require the affixing of the seal.

24.3. The common seal of the Company must be kept in the safe custody of the Chief Executive Officer.

24.4. The Chief Executive Officer must ensure that where a document requires the affixing of the common seal that it is only affixed after the Board has given that authority.

24.5. The Chief Executive Officer must ensure that the affixing of the common seal is attested to by the signatures of two Directors or one Director and the Chief Executive Officer.

25. Annual General Meeting

25.1. The Company shall once in each calendar year convene an Annual General Meeting of its Members on a date determined by the Board but not later than the last day in November.

25.2. The ordinary business of the Annual General Meeting is to:

25.2.1. Confirm the minutes of the previous Annual General Meeting and any General Meetings held during the previous financial year.

25.2.2. Consider the annual financial report of the Company, the report of the Directors and the report of the auditor in relation to the last financial year ended before the Annual General Meeting in accordance with section 250R of the Act.

25.2.3. Elect the Community Representative Directors in accordance with clauses 14, 15 and 32.

25.2.4. Consider any resolution of which at least 21 days written notice has been given.

25.2.5. Appoint the auditor.

25.2.6. Consider any matter which it is required to consider as a condition of the funding of the Company or by law.

25.2.7. The Chief Executive Officer must give notice of the meeting in accordance with clause 27.

26. General Meetings

- 26.1. The Board may convene a General Meeting at any time, save that if a Special Resolution is proposed, notice of that Special Resolution must be given not less than 21 days prior to the meeting.
- 26.2. If two Directors or not less than five percent of the total number of Members deliver to the Chief Executive Officer a request in writing for General Meeting, the Board must direct the Chief Executive Officer to call a General Meeting.
- 26.3. Any request must specify the purpose of the meeting and state any resolution to be proposed and be signed by the Directors or Members making the request. The meeting must be called within 21 days of the request and must be held within two months of the date of the request.
- 26.4. Members may call a General Meeting in accordance with and in the circumstances set out in sections 249E and 249F of the Act.
- 26.5. No business other than that specified in the notice of meeting is to be transacted at a General Meeting.

27. Notice of meetings generally

- 27.1. The Chief Executive Officer must give notice of a General Meeting by preparing a notice which sets out:
 - 27.1.1. The date, time and place of the meeting and the nature of the business to be transacted and if it is the Annual General Meeting, a list and details of the Members who have nominated as Community Representative Directors.
 - 27.1.2. A copy of the request for that meeting if the General Meeting has been requested.
 - 27.1.3. If a Special Resolution is to be proposed, state the intention to so propose and the resolution.
 - 27.1.4. That a Member may appoint a proxy to vote on his/her behalf and that the proxy does not have to be a Member.
- 27.2. The notice may be given in any form of communication permitted by the Act.
- 27.3. Any notice sent to Members must be sent to the Company's auditor.
- 27.4. The notice must be given to ensure that each Member receives at least 21 days' notice of the meeting.

28. Quorum for General Meetings

28.1. The quorum for a General Meeting is five percent of the total number of Members or 20 Members, whichever is the lesser.

28.2. No business shall be transacted at a General Meeting unless a quorum is present. If within half an hour of the time fixed for the meeting no quorum is present:

28.2.1. in relation to an Annual General Meeting, the meeting stands adjourned to the same time on the same day in the following week; or

28.2.2. in relation to a General Meeting, the meeting lapses and does not need to be reconvened.

29. Chairperson of General Meetings

29.1. The Chairperson, or in his or her absence, the Deputy Chairperson shall preside as chairperson at each General Meeting of the Company.

29.2. If the Chairperson or Deputy Chairpersons are absent from a General Meeting, the Members present shall elect one of the Directors to preside as chairperson at the meeting.

30. Adjournment of General Meetings

30.1. The chairperson of a General Meeting at which a quorum is present may, with the consent of the meeting, adjourn the meeting from time to time and place to place, but no business shall be transacted at an adjourned meeting other than the business at the meeting at which the adjournment took place.

31. Voting at General Meetings other than elections

31.1. Other than for the election of Community Representative Directors which is governed by clause 32, a question arising at a general meeting of the Company shall be determined on a show of hands or a poll (if demanded as provided for in clause 31.3 or 31.4 before the person chairing the meeting has declared the result). If a declaration is made by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously, or carried by a particular majority, or lost and an entry to that effect is made in the minute book of the Company, to evidence of how the resolution was determined.

31.2. Each Member has one vote only and in the case of an equality of votes on a question, the person chairing the meeting has a casting vote.

31.3. A Member may appoint a proxy in accordance with clause 33 to vote on his or her behalf.

31.4. If a poll is demanded at any general meeting on any question by no fewer than three Members, the poll shall be taken in such manner as the chairperson may direct and the resolution of the poll shall be deemed to be the resolution of the meeting on that question.

31.5. A poll that is demanded on the election of the chairperson or on the question of an adjournment must be taken forthwith but a poll that is demanded on any other question may be taken at such time before the close of the meeting as the chairperson may direct.

32. Election

32.1. Not later than 42 days prior to the Annual General Meeting, the Chief Executive Officer must send a nomination form for election as a Community Representative Director to each Member.

32.2. That notice must specify the positions to be filled and include details of the date on which nominations (including details of the nominee) must be returned.

32.3. If the number of nominations for election as Community Representative Directors is equal to or less than the number of vacancies, then at the Annual General Meeting the Chief Executive Officer shall declare those persons who nominated to be elected. If the number of nominations is greater than the number of positions vacant, an election shall be held to fill the remaining vacancies in the same manner as set out in clause 32.3. If a vacancy still remains it will be treated as a Casual Vacancy.

32.4. If the number of nominations for election as Community Representative Directors exceeds the number of vacancies (or if insufficient nominations were received as contemplated by clause 32.3), an election shall be conducted at the Annual General Meeting by way of a secret ballot by the Chief Executive Officer who shall act as returning officer. Each Member present at the meeting shall have one vote for each vacant position and the ballot will be conducted in the First Past the Post System. In the event of an equality of votes for a position, the election shall be determined by lot.

33. Proxies and representatives

Proxies and representatives of Members

33.1. Proxies and representatives of Members are permitted only to the extent permitted by and in accordance with Division 6 of Part 2G.2 of the Act.

34. Alteration of constitution

34.1. The name or Constitution of the Company shall not be altered, amended or added to except by Special Resolution in accordance with the Act.

35. Auditor

35.1. An auditor who is a registered Company auditor must be appointed by the members at the Annual General Meeting for a period up to three years.

35.2. The auditor shall hold office until the next Annual General Meeting but may be removed by resolution of the Board which may determine a replacement.

35.3. Any auditor so appointed must not be:

- 35.3.1. A Director;
- 35.3.2. An employee or employer of a Director; or
- 35.3.3. A member of the same partnership as a Director; or
- 35.3.4. An employee of the Company.

35.4. The auditor must carry out such audit as is required by the Board and the Act.

36. Dissolution

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

36.2. Any asset or part of any asset of the Company that consists of property supplied by a government department or public authority, including the unexpended portion of a grant, must be returned to the department or authority that supplied it or to a body nominated by that department or authority.

36.3. Subject to clause 36.1, if on the winding up and dissolution of the Company there remains after satisfaction of all debts and liabilities, any assets or property whatsoever other than the Gift Fund, the same will not be paid to or distributed to any Member of the Company but will be given or transferred to an organization which:

- 36.3.1. Has objectives or purposes similar to those of the Company;
- 36.3.2. Is a fund, authority or institution approved by the Commissioner of Taxation as a public benevolent institution or health promotion charity under the *Income Tax Assessment Act 1997*; and
- 36.3.3. Prohibits the distribution of its income and property amongst its Members to an extent at least as great as the Company,

but in no circumstances will any assets or property whatsoever be paid or distributed to any Member or Director of the Company.

37. Gift fund

37.1. The Company must maintain a Gift Fund called the Ranges Community Health trading as Inspiro Gift Fund for the principal purpose of the Company:

- 37.1.1. To which gifts of money or property for that purpose are to be made, and
- 37.1.2. To which any money received by the Company because of such gifts is to be credited, and

37.1.3. That does not receive any other money or property; and
the Company must maintain sufficient documents to provide evidence of the Gift Fund's purpose and operations.

37.2. The Company must use the following only for the principal objects and purpose of the Company:

37.2.1. Gifts made to the Gift Fund, and

37.2.2. Any money received because of such gifts.

37.3. In the event of:

37.3.1. The winding up of the Gift Fund; or

37.3.2. The revocation of the Company's endorsement as a deductible gift recipient under the *Income Tax Assessment Act 1997*

the Company must transfer any surplus assets of the Gift Fund to a fund, authority or institution endorsed by the Commissioner of Taxation as a deductible gift recipient under the *Income Tax Assessment Act 1997*.

37.4. The Company must keep a separate bank account for the Gift Fund.

38. Compliance with standards

38.1. The Company must operate in accordance with relevant standards.

38.2. The Company must seek to maintain accreditation with a suitable accreditation body.

39. Definitions and Interpretation

Definitions

39.1. In this document the following definitions apply:

39.1.1. **Act** means the *Corporations Act 2001* (Cth) and regulations.

39.1.2. **Annual General Meeting** means the annual general meeting of the Company convened pursuant to clause 25.

39.1.3. **Board** means the Board of Directors of the Company.

39.1.4. **Casual Vacancy** means a vacancy in the office of a Director or an Officer as set out in clause 16 and 18.2.

39.1.5. **Catchment Area** means the local government areas of the Shire of Yarra Ranges.

39.1.6. **Chairperson** means the person elected to that office pursuant to clause 18.1.

- 39.1.7. **Chief Executive Officer** means the person appointed to that position or person acting in that position.
- 39.1.8. **Commissioner of Taxation** means the Commissioner of Taxation or a second Commissioner of Taxation or a Deputy Commissioner of Taxation for the purposes of the *Income Tax Assessment Act 1997*.
- 39.1.9. **Community Health Service** means an institution which delivers holistic and integrated health services based on a social model of health, and on a not for profit basis.
- 39.1.10. **Company** means Ranges Community Health Limited trading as Inspiro.
- 39.1.11. **Community Representative Director** means a person elected as a community representative pursuant to clause 14 or 15 or a person elected or appointed to fill a casual vacancy in the office of a community representative Director pursuant to clause 16.
- 39.1.12. **Deputy Chairperson** means the person elected to that office pursuant to clause 18.1.1.
- 39.1.13. **Director** means a person elected or appointed to the initial, transitional or subsequent Board of the Company pursuant to clauses 13, 14 and 15 and includes a person who is chosen to fill a casual vacancy pursuant to clause 16.
- 39.1.14. **General Meeting** means the annual general meeting or a general meeting.
- 39.1.15. **Gift Fund** means the fund established pursuant to clause 37.
- 39.1.16. **Life Member** means a person who is so appointed pursuant to clause 10.
- 39.1.17. **Member** means a member of the Company.
- 39.1.18. **Officer** means the Chairperson, Deputy Chairperson and Treasurer of the Board elected to office pursuant to clause 18 and, where the context permits, a person defined as an officer in the Act.
- 39.1.19. **Poll** means a method of determining whether a resolution is carried or lost and may be conducted by way of show of hands or secret ballot or by division.
- 39.1.20. **Register** means the register of Members referred to in clause 9.
- 39.1.21. **Special Resolution** means a resolution in respect of which the Act imposes special requirements for notice and voting.
- 39.1.22. Interpretation

39.2. In this document, unless the context otherwise requires:

- 39.2.1. A reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this document.
- 39.2.2. Where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 39.2.3. A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- 39.2.4. An expression importing a natural person includes any Company, trust, partnership, joint venture, association, body corporate or public authority.
- 39.2.5. A reference to dollars or \$ means Australian dollars.
- 39.2.6. References to the word 'include' or 'including' are to be construed without limitation.
- 39.2.7. A reference to a time of day means that time of day in the place where the Office is located.
- 39.2.8. A reference to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in the place where the Office is located.
- 39.2.9. Where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day.
- 39.2.10. A term of this Constitution 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.

40. References to the document

40.1. A reference to the Constitution, where amended, means this document as so amended.

41. Replaceable rules

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

42. Application of Corporations Act

42.1. The Act applies in relation to this document as if it was an instrument made under the Act as in force on the day when this document became the constitution of the Company.

43. Exercise of powers

- 43.1. Except as specifically contemplated to the contrary in this document, the Company may, in any manner permitted by the Act exercise any power, take any action or engage in any conduct or procedure which under the Act a Company limited by guarantee may exercise, take or engage in if authorised by this document.