

CONSTITUTION

Australasian Institute of Digital Health Limited

ACN 097 598 742

A Public Company Limited by Guarantee

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1. **Name of the company**

The name of the Company is Australasian Institute of Digital Health Limited.

2. **Type of company**

The Company is a not-for-profit public company limited by guarantee

Subject to this Constitution, each person who is a Member and each person who was a Member during the year ending on the day of the commencement of the winding up of the Company, undertakes to contribute to the property of the Company for:

payment of debts and liabilities of the Company;

payment of the costs, charges and expenses of winding up; and

any adjustment of the rights of the contributories among Members

The amount that each Member or past Member is liable to contribute is limited to fifty dollars (\$50.00)

3. **Replaceable rules**

This Constitution displaces the Replaceable Rules to the extent that it is inconsistent with any Replaceable Rules.

4. **Definitions and interpretation**

4.1. **Definitions**

In this Constitution, unless there is something in the subject or context which is inconsistent:

ACHI Member means a person who is a member of ACHI pursuant to its constitution as at the date of the Integration and **ACHI Membership** has the corresponding meaning.

ACNC means Australian Charities and Not-for-profits Commission.

ACNC Act means *Australian Charities and Not-for-profits Commission Act 2012* (Cth).

ACNC Regulation means *Australian Charities and Not-for-profits Commission Amendment Regulation 2013* (Cth).

AGM means annual general meeting.

Alternate Director means a person of a Director's choosing who sits on the Board in that Director's place in the event that the Director cannot attend a meeting.

Application Fee means the application fee payable by Members pursuant to **clause 11**.

Appointed Director means a person appointed as a Director pursuant to **clause 35.5**.

Associate Fellow Member means a Member of the Company in the Membership class defined in **clause 7.3**.

Board means the board of Directors of the Company.

Board Executive Committee means the Committee referred to in **clause 51(a)(i)**.

Business Day means a day that is not a Saturday, Sunday or public holiday in Victoria.

By-Laws means the by-laws adopted and amended by the Board from time to time in accordance with **clause 56**.

Chair means the Director appointed to that position pursuant to **clause 35.8(a)** or **clause 35.8(c)(i)**.

Committee means a committee established in accordance with **clause 51**.

Company means Australasian Institute of Digital Health Limited.

Company Secretary means the person appointed as the secretary of the Company under **clause 55(a)**.

Constitution means this constitution as amended or supplemented from time to time.

Co-Opted Director means a person appointed as a Director pursuant to **clause 35.6**.

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

Director means any person holding the position of a director of the Company (and includes Appointed Directors, Co-Opted Directors and Elected Directors) and **Directors** means the directors for the time being of the Company or, as the context permits, such number of them as have authority to act for the Company.

Direct Vote means a valid notice of a Member's voting intention, made pursuant to **clause 28**.

Disciplinary Committee means the committee referred to in **clause 13.2(a)**.

Elected Director means a person elected as a Director pursuant to **clause 35.4**.

Fellow Member means a Member of the Company in the Membership class defined in **clause 7.2**.

Fellowship Committee means the Committee referred to in **clause 51(a)(iii)**.

Finance and Risk Committee means the Committee referred to in **clause 51(a)(ii)**.

Group means a group established in accordance with **clause 52**.

Health Informatics describes a scientific discipline dealing with the collection, storage, retrieval, communication and optimal use of health related information, data and knowledge. The discipline utilises the technologies and methodologies of the information sciences for the purposes of problem solving, decision-making and assuring highest quality health care in all basic and applied areas of biomedical science.

Individual Member (A) means a Member of the Company in the Membership class defined in **clause 7.4**.

Individual Member (B) means a Member of the Company in the Membership class defined in **clause 7.5**.

Integration means the completion of the integration of the Company with Australasian College of Health Informatics (ABN 33 764 047 507) as defined in the Deed of Integration dated 20 November 2019.

Member means a member of the Company pursuant to **clause 6** and **clause 7** (and includes Fellow Member, Associate Fellow Member, Individual Member (A), Individual Member (B) and Organisational Member) and **Membership** has the corresponding meaning.

Member Present means, in connection with a meeting of Members, a Voting Member being present in person or by proxy or attorney or by Representative or by Direct Vote.

Member's Guarantee Amount means the amount referred to in **clause 2(c)**.

Objects mean the objects of the Company as set out in **clause 5.1**.

Office means the registered office for the time being of the Company.

Office Bearer means a person holding any of the offices specified in **clause 35.8**.

Officer has the same meaning as given to that term in section 9 of the Corporations Act.

Organisational Member means a Member of the Company in the Membership class defined in **clause 7.6**.

Quality and Programs Committee means the Committee referred to in **clause 51(a)(iv)**.

Register means the register of Members to be kept pursuant to the Corporations Act.

Replaceable Rules means the replaceable rules applicable to a public company limited by guarantee set out in the Corporations Act.

Representative means a person authorised in accordance with section 250D of the Corporations Act to act as a representative of an Organisational Member, as described in **clause 10**.

Secretary means the Director appointed to that position pursuant to **clause 35.8(b)(ii)** or **clause 35.8(c)(iii)**.

Special Resolution has the meaning given to it by the Corporations Act.

Subscription means the subscription fees payable by Members pursuant to **clause 11**.

Treasurer means the Director appointed to that position pursuant to **clause 35.8(b)(iii)** or **clause 35.8(c)(iv)**.

Vice Chair means the Director appointed to that position pursuant to **clause 35.8(b)(i)** or **clause 35.8(c)(ii)**.

Voting Members are Fellow Members, Associate Fellow Members, Individual Members (A) and Organisational Members who have paid any payable Application Fee and annual Subscription at the time of the general meeting.

4.2. Interpretation

In this Constitution, unless there is something in the subject or context which is inconsistent:

- (a) the singular includes the plural and vice versa;
- (b) each gender includes the other two genders;
- (c) the word **person** means a natural person and any partnership, association, body or entity whether incorporated or not;
- (d) the words **writing** and **written** include any other mode of representing or reproducing words, figures, drawings or symbols in a visible form;
- (e) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (f) a reference to any clause or schedule is to a clause or schedule of this Constitution;
- (g) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
- (h) an expression used in a particular Part or Division of an Act or Regulation that is given by that Part or Division a special meaning for the purposes of that Part or Division has, unless the contrary intention appears, in any clause that deals with a matter dealt with by that Part or Division the same meaning as in that Part or Division; and
- (i) headings do not form part of or affect the construction or interpretation of this Constitution

5. Objects

5.1. Objects

- (a) The Company is a charity established to improve the health of all citizens and improve the delivery of health services to all citizens through education on the promotion of, and advocacy for, Health Informatics and digital health. The Company will achieve its object through:
- (i) Providing a focus for Health Informatics and digital health;
 - (ii) Articulating the value of Health Informatics and digital health to citizens, policymakers, health service providers, educators and other stakeholders
 - (iii) encouraging citizens, policymakers, health service providers, educators and other stakeholders to engage with Health Informatics and digital health and assisting disadvantaged groups that have traditionally had limited access to health services;
 - (iv) advancing the competencies and professionalism of Health Informatics and digital health practitioners;
 - (v) advancing the capabilities of citizens and health policymakers, health service providers, educators and other stakeholders to apply Health Informatics and digital health to improve health and health service delivery;
 - (vi) supporting research, innovations and improvements in health and health service delivery through Health Informatics and digital health;
 - (vii) educating and improving education standards about Health Informatics and digital health;
 - (viii) developing, identifying and promoting professional practice standards for Health Informatics and digital health for people and organisations engaged in health service delivery;
 - (ix) liaising with other relevant organisations and providing representation for the practice of Health Informatics and digital health in relevant forums and on relevant bodies; and
 - (x) anything ancillary to the Objects referred to in clauses **5.1(a)(i)** to **5.1(a)(ix)**
- (b) The Company can only exercise the powers in section 124(1) of the Corporations Act to:
- (i) carry out the Objects of the Company; and
 - (ii) do all things incidental or convenient in relation to the exercise of power under clause **5.1(b)(i)**

5.2 Income and property

- (a) The income and property of the Company will only be applied towards the promotion of the Objects of the Company
- (b) No income or property of the Company will be paid, transferred or distributed, directly or indirectly, by way of dividend, bonus or otherwise to any Member of the Company. However nothing in this Constitution will prevent payment in good faith to a Member:
- (i) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company;
 - (ii) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent to the Company;

- (iii) of reasonable and proper rent for premises leased by any Member to the Company; or
- (iv) of any surpluses or profits, so long as the Member is not for profit and has objects similar to the Objects of the Company

5.3. Remuneration of directors

No payment shall be made to any Director other than the following payments in good faith by the Company:

- (a) in the case of the Chair, such remuneration, and on such conditions, as the Board sees fit;
- (b) of out of pocket expenses incurred by the Director in the performance of any duty as a Director where the amount payable does not exceed an amount previously approved by the Board; and
- (c) for any service rendered to the Company by the Director in a professional or technical capacity, other than in the capacity as Director, where the provision of the service has the prior approval of the Board and where the amount payable is approved by the Board and is not more than an amount which commercially would be reasonable for the service

MEMBERSHIP

6. Admission to Membership

6.1. Eligibility for Membership

Any individual or body corporate is entitled to become a Member if the person or body corporate:

- (a) agrees to assume the liability to pay the Member's Guarantee Amount;
- (b) satisfies the criteria for the relevant class of Membership in accordance with clause 7;
- (c) supports the Objects of the Company and agrees to comply with the terms of this Constitution and any code of conduct which the Board may produce from time to time;
- (d) lodges an application form in accordance with clause 8; and
- (e) subject to clause 11(c), pays the Application Fee in accordance with clause 11

6.2. Benefits

- (a) Each Voting Member will be entitled to vote at all general meetings
- (b) In addition to each Voting Member being entitled to vote at all general meetings, the Board will determine from time to time what additional benefits shall attach to membership

7. Classes of Membership

7.1. Classes of membership

There shall be the following classes of Membership in the Company

- (a) Fellow Member;
- (b) Associate Fellow Member;
- (c) Individual Member (A);
- (d) Individual Member (B); and
- (e) Organisational Member

7.2. Fellow member

- (a) A Fellow Member will:
 - (i) be an individual; and

- (ii) meet eligibility criteria to be determined by the Board from time to time
- (b) Fellow Members are entitled to vote

7.3. Associate fellow member

- (a) An Associate Fellow Member will:
 - (i) be an individual; and
 - (ii) meet eligibility criteria to be determined by the Board from time to time
- (b) Associate Fellow Members are entitled to vote

7.4. Individual member (A)

- (a) An Individual Member (A) will:
 - (i) be an individual; and
 - (ii) agree to support the Objects of the Company
- (b) Individual Members (A) are entitled to vote

7.5. Individual member (B)

- (a) An Individual Member (B) will:
 - (i) be an individual; and
 - (ii) agree to support the Objects of the Company
- (b) Individual Members (B) are not entitled to vote

7.6. Organisational members

- (a) An Organisational Member will be a body corporate that agrees to support the Objects of the Company
- (b) Organisational Members are entitled to vote

7.7. Member benefits

The Board may determine from time to time additional Membership classes, qualifications for admission to each Membership class and the rights attached to each Membership class.

7.8. ACHI membership

Any ACHI Member who wishes to become a Member pursuant to the Integration is not required to comply with **clause 8** of this Constitution, but will automatically be entitled to become a Member of the appropriate Membership class.

8. Applications for Membership

8.1 Applications for membership

- (a) An application for Membership of the Company must:
 - (i) be made in writing in the form prescribed by the Board from time to time;
 - (ii) specify the class of Membership being applied for by the applicant;
 - (iii) include a signature, or equivalent acknowledgement by the applicant acknowledging that the applicant agrees to be bound by the Constitution of the Company as amended from time to time;
 - (iv) subject to clause 11(c), be accompanied by any Application Fee and annual Subscription payable pursuant to clause 11; and
 - (v) be lodged with the Company Secretary

- (b) As soon as practicable after receiving an application for Membership, the Company Secretary must refer the application to the Board which is to determine whether to reject the application. Pending the determination of the Board, the applicant may access the Member benefits for the respective Membership class for which it has submitted the application. For the avoidance of doubt, the applicant will not be entitled to vote at general meetings until and if the Company Secretary enters the applicant's name in the Register
- (c) As soon as practicable after the Board makes a determination to reject the application, the Company Secretary must:
 - (i) notify the applicant, in writing, that the Board rejected the application; and
 - (ii) refund any Application Fee to the applicant, and the Board will not be required to provide the applicant with any reasons for the rejection
- (d) If the Board does not reject the application, the Company Secretary will enter the applicant's name and class of Membership in the Register and, subject to the Corporations Act, the person becomes a Member on the name being so entered

9. Membership Entitlements Not Transferable

A right, privilege or obligation which a person has by reason of being a Member:

- (a) is not capable of being transferred or transmitted to another person; and
- (b) terminates on cessation of the person's Membership

10. Representative

- (a) **Clause 10** only applies to Organisational Members and applicants for Organisational Membership
- (b) An Organisational Member may appoint more than one (1) Representative, but only one (1) Representative may exercise the Member's powers at any one (1) time
- (c) An Organisational Member or an applicant for Organisational Membership must appoint as its Representative a natural person
- (d) The name and address of the Representative will be entered in the Register as the representative of the Organisational Member
- (e) All correspondence and notices from the Company will be served on that Representative and any notice served on a Representative will be deemed to be service on the Organisational Member which is represented by that particular Representative
- (f) If the appointment of a Representative by the Organisational Member is made by reference to a position held, the appointment must identify the position
- (g) Despite **clause 9**, an Organisational Member may remove and replace a Representative where the Organisational Member gives written notice to the Board in a form approved by the Board
- (h) A signature by a Representative of an Organisational Member on behalf of that Organisational Member is taken to be the signature of that Organisational Member for the purposes of this Constitution
- (i) Any power or right of an Organisational Member as granted by this Constitution can be exercised by the Representative of that particular Organisational Member
- (j) Organisational Members are represented at meetings of Members by their Representatives, subject to the right of a Representative to appoint a proxy pursuant to **clause 31**

- (k) The actions of a Representative bind the Organisational Member which is represented by that particular Representative
- (l) Each Representative will comply with the terms of this Constitution in all matters pertaining to the Company as if a Member himself or herself

11. Application Fee and Subscriptions

- (a) Subject to clause 11(c), the amount of the Application Fee and annual Subscription shall be payable by Members at such times and in such manner as determined by the Board from time to time
- (b) The Board may charge different classes of Membership different Application Fees and annual Subscriptions
- (c) The Board may in its discretion:
 - (i) determine that no Application Fee or annual Subscription is payable by a Member or Members (in whole or in part) in a given year;
 - (ii) determine that there will be different Application Fees and annual Subscriptions for different Members within the same Membership class; and
 - (iii) extend the time for payment of the Application Fee or annual Subscription by any Member
- (d) No part of any Application Fee or annual Subscription shall be refunded to a Member who ceases to be a Member in accordance with clause 12

12. Cessation of Membership

- (a) A Member's Membership will cease:
 - (i) on the date that the Company Secretary receives written notice of resignation from that Member;
 - (ii) in the case of a natural person, upon that Member dying;
 - (iii) upon that Member no longer satisfying the criteria for its respective class of Membership (unless transferred to another class of Membership by the Board);
 - (iv) upon that Member becoming bankrupt or insolvent or making an arrangement or composition with creditors of the person's joint or separate estate generally;
 - (v) subject to **clause 11(c)**, if that Member fails to pay an Application Fee or annual Subscription within one (1) month after it falls due;
 - (vi) if the Member is expelled from the Company pursuant to **clause 13**;
 - (vii) if, being a Organisational Member:
 - (A) that Member is dissolved or otherwise ceases to exist;
 - (B) that Member has:
 - (1) a receiver;
 - (2) a receiver and manager;
 - (3) a liquidator;
 - (4) an administrator;
 - (5) an administrator of a deed of company arrangement; or

- (6) a trustee of other person administering a compromise or arrangement between the Member and someone else;
 appointed to it; or
- (viii) if the Company in general meeting resolves by Special Resolution to terminate the Membership of a Member whose conduct or circumstances in the opinion of the Company renders it undesirable that that Member continue to be a Member of the Company. The Member must be given at least twenty one (21) days' notice of the proposed resolution and must be given the opportunity to be heard at the meeting at which the resolution is proposed
- (b) A Member may at any time, pursuant to **clause 12(a)(i)**, resign as a Member but shall continue to be liable for:
 - (i) any monies due by the Member to the Company;
 - (ii) any sum for which the Member is liable as a Member of the Company under **clause 2(b)**

13. Disciplining of Members

13.1. Disciplining of members

- (a) Where the Board is of the opinion that a Member has:
 - (i) persistently refused or neglected to comply with a provision or provisions of this Constitution; or
 - (ii) persistently and wilfully acted in a manner prejudicial to the interests of the Company;
 the Board may:
 - (iii) expel the Member from the Company; or
 - (iv) suspend the Member from Membership of the Company for a specified period
- (b) A resolution of the Board pursuant to **clause 13.1(a)** is of no effect unless the Board confirms the resolution in accordance with **clause 13.1(b)** at a Board meeting held not earlier than fourteen (14) days and not later than twenty eight (28) days after service on the Member of a notice pursuant to **clause 13.1(c)**
- (c) If the Board resolves under **clause 13.1(a)** to expel or suspend any Member, the Company Secretary must serve the Member with a notice in writing:
 - (i) setting out the resolution of the Board and the grounds upon which it is based;
 - (ii) stating that the Member may address the Board at a Board meeting to be held not earlier than fourteen (14) days and not later than twenty eight (28) days after service of the notice;
 - (iii) stating the date, place and time of that meeting; and
 - (iv) informing the Member that the Member may do either or both of the following:
 - (A) attend and speak at that meeting;
 - (B) submit to the Board at or prior to the date of the meeting, written representations relating to the resolution
- (d) At a meeting of the Board held as referred to in **clause 13.1(c)**, the Board must:
 - (i) give the Member an opportunity to make verbal representations;

- (ii) give due consideration to any written representations submitted to the Board by the Member at or prior to the Board meeting; and
- (iii) by a resolution of at least seventy-five per cent (75%) of the Directors participating in the Board meeting, determine whether to confirm or to revoke the resolution
- (e) The Member must be notified in writing of the decision of the Board and its reasons for the decision within seven (7) days. If the Board resolves to confirm the expulsion or suspension, the Member must also be notified of the right of appeal available under **clause 13.2**
- (f) A resolution confirmed by the Board under **clause 13.1(d)** does not take effect:
 - (i) until the expiration of the period within which the Member is entitled to appeal against the resolution where the Member does not exercise the right of appeal within that period; and
 - (ii) where, within that period, the Member exercises the right of appeal, unless and until the Disciplinary Committee confirms the resolution pursuant to **clause 13.2(d)(ii)**
- (g) The process in **clause 13** is not required if the Board terminates a Membership under **clause 12(a)(v)**

13.2. Right of appeal of disciplined member

- (a) If a Member exercises their right of appeal, the Board will establish a committee for the purpose of determining disputes regarding disciplinary proceedings against a Member. The Disciplinary Committee will comprise of an independent panel of non-Directors, all chosen by the Board. The Disciplinary Committee may seek advice from any relevant source
- (b) A Member may appeal to the Disciplinary Committee against a resolution of the Board, which is confirmed under **clause 13.1(d)**. Written notice of such an appeal must be lodged with the Company Secretary within seven (7) days of service of the notice required under **clause 13.1(e)**
- (c) Within thirty-five (35) days after receipt of a notice of appeal from the Member pursuant to **clause 13.2(a)**, the Disciplinary Committee must convene a meeting
- (d) At the Disciplinary Committee meeting convened under **clause 13.2(c)**:
 - (i) the Member must be given the opportunity to state their case verbally or in writing, or both using any technology (reasonably available to the Board) that gives the Member a reasonable opportunity to do so; and
 - (ii) the Disciplinary Committee must vote by ballot on the question of whether the resolution will be confirmed
- (e) The Disciplinary Committee's decision pursuant to **clause 13.2(d)(ii)** is final. The Member is not entitled to appeal the Board's decision under **clause 13.2(d)(ii)**
- (f) The Member the subject of these disciplinary procedures is entitled to:
 - (i) subject to **clause 13.2(f)(ii)**, bring a support person to any meeting which is held pursuant to **clause 13**; and
 - (ii) if the support person is legally qualified, the Member must notify the Board at least five (5) Business Days before the meeting that the support person attending the meeting will be legally qualified
- (g) Natural justice will be applied during every disciplinary process under **clause 13**, requiring the Board to act fairly, in good faith and without bias or conflict of interest when making its decision

14. Resolution of Disputes Between Members

- (a) Disputes between Members (in their capacity as Members) shall be referred to the Board which must take steps to resolve the dispute
- (b) If a dispute so referred is not resolved to the satisfaction of any party to the dispute within thirty (30) days of its being referred, then that party may refer the dispute to mediation before a mediator appointed by mutual agreement of the parties
- (c) Failing agreement by the parties to the appointment of a mediator within fourteen (14) days of a party notifying the other party of its intention to refer the dispute to mediation, the appointment of the mediator shall be made by the President of the Law Society of Victoria
- (d) The costs of the mediator appointed pursuant to **clause 14(b)** or **clause 14(c)** (as the case may be) shall be shared equally between the Members party to the dispute
- (e) At least seven (7) days before a mediation session established by a mediator appointed pursuant to **clause 14(b)** or **clause 14(c)** (as the case may be) is to commence, the parties to the dispute are to exchange statements of the issues that are in dispute between them and supply copies to the mediator

GENERAL MEETINGS

15. Convening of General Meetings

15.1. AGMs

The company shall convene an AGM

- (a) At least once each calendar year; and
- (b) Within five (5) months of the end of each Financial Year

15.2. Convening of general meetings

- (a) A minimum of three (3) Directors may, whenever those Directors think fit, convene a general meeting of the Company
- (b) Notwithstanding section 111L of the Corporations Act:
 - (i) the Members may call a general meeting; and
 - (ii) the Company will do so,in accordance with the provisions of Part 2G.2 of the Corporations Act pertaining to the rights of members to call a general meeting
- (c) A general meeting of the Company may be convened at two (2) or more venues using any technology that gives the Members a reasonable opportunity to participate in the meeting

16. Notice of General Meeting

- (a) Subject to consent to shorter notice being given in accordance with the Corporations Act (notwithstanding section 111L of the Corporations Act), at least twenty one (21) days' notice of any general meeting must be given specifying:
 - (i) the place, day and hour of the meeting;
 - (ii) the general nature of any business to be transacted at the meeting;
 - (iii) if a Special Resolution is to be proposed, the details of and intention to propose it;

- (iv) if the meeting is to be held in two or more places, the technology that will be used to facilitate this; and
- (v) any other information required by the Corporations Act (notwithstanding section 111L of the Corporations Act)
- (b) The accidental omission to give notice of any general meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice will not invalidate the proceedings at or any resolution passed at the meeting
- (c) Subject to **clause 16(b)**, notice of every general meeting must be given in any manner authorised by this Constitution to:
 - (i) every Member;
 - (ii) every Director; and
 - (iii) the auditor for the time being of the Company (if any)

17. Cancellation or Postponement of General Meeting

- (a) Subject to the provisions of the Corporations Act (notwithstanding section 111L of the Corporations Act) and this Constitution, the Board may cancel a general meeting of the Company:
 - (i) convened by the Board; or
 - (ii) which has been convened by a Member or Members pursuant to **clause 15.2(b)** upon receipt by the Company of a written notice withdrawing the requisition signed by that Member or those Members
- (b) The Board may postpone a general meeting or change the venue at which it is to be held. No business shall be transacted at any postponed meeting other than the business stated in the notice to the Members relating to the original meeting
- (c) Where any general meeting is cancelled or postponed or the venue for a general meeting is changed:
 - (i) the Board must endeavour to notify in writing each person entitled to receive notice of the meeting of the cancellation, the change of venue or the postponement of the meeting by any means permitted by this Constitution and in the case of the postponement of a meeting, the new place, date and time for the meeting; and
 - (ii) any failure to notify in writing any person entitled to receive notice of the meeting or failure of a person to receive a written notice shall not affect the validity of the cancellation, the change of venue or the postponement of the meeting

PROCEEDINGS AT GENERAL MEETINGS

18. Quorum

- (a) No business may be transacted at any general meeting unless there is a quorum of Members Present at all times during the meeting
- (b) Twenty (20) Members Present shall constitute a quorum for all general meetings
- (c) If within thirty (30) minutes after the time appointed for holding a general meeting a quorum is not present:

- (i) the meeting, if convened upon the requisition of Members, shall be dissolved;
- (ii) in any other case:
 - (A) it will stand adjourned to such other day time and place as the Board may by notice to the Members appoint; and
 - (B) if at such adjourned meeting a quorum is not present within thirty (30) minutes after the time appointed for the holding of the meeting, the meeting shall be dissolved

19. Chairperson

- (a) The Chair of the Board shall preside as chairperson at each general meeting
- (b) Where a general meeting is held and:
 - (i) there is no Chair; or
 - (ii) the Chair is not present within thirty (30) minutes after the time appointed for the holding of the meeting or, if present, is unwilling to act as chairperson of the meeting,then the following person will be chairperson in lieu of the Chair in the order of availability set out below:
 - (iii) Vice Chair;
 - (iv) Secretary; and
 - (v) another Director chosen by the Directors present at the meeting
- (c) The rulings of the chairperson of a general meeting on all matters relating to the order of business, procedure and conduct of the meeting shall be final and no motion of dissent from such rulings shall be accepted

20. Adjournments

- (a) The chairperson of a general meeting at which a quorum is present:
 - (i) may adjourn a meeting with the consent of the meeting; and
 - (ii) must adjourn the meeting if the meeting so directs;to a time and place as determined
- (b) No business may be transacted at any adjourned general meeting other than the business left unfinished at the meeting from which the adjournment took place
- (c) A resolution passed at a meeting resumed after an adjournment is deemed passed on the day it was passed, and not on the date of the original meeting
- (d) It is not necessary to give any notice of an adjournment of a general meeting or of the business to be transacted at the adjourned meeting except if the meeting is adjourned for thirty (30) days or more, in which case notice of the adjourned meeting must be given as in the case of an original meeting

21. Determination of Questions

- (a) At any general meeting a resolution to be considered at the meeting shall be decided on a show of hands unless a poll is demanded by:
 - (i) the chairperson of the meeting; or

- (ii) at least two (2) Members Present
- (b) Before a vote on a resolution is taken, the chairperson must inform the meeting whether any proxy votes have been received and how the proxy votes are to be cast
- (c) A declaration by the chairperson of the result of a vote on a resolution by a show of hands and an entry to that effect contained in the minutes of the proceedings of the Company, which has been signed by the chairperson of the meeting or the next succeeding meeting, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution

22. Polls

- (a) A poll may be demanded:
 - (i) before a vote on a resolution is taken;
 - (ii) before the voting results on a show of hands are declared; or
 - (iii) immediately after the voting results on a show of hands are declared
- (b) If a poll is demanded it must be taken in such manner and at such time and place as the chairperson of the meeting directs, subject to **clause 22(e)**
- (c) The result of the poll shall be taken to be the resolution of the meeting at which the poll was demanded
- (d) The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded
- (e) A poll demanded on the election of a chairperson or any question of adjournment of the meeting must be taken immediately
- (f) The demand for a poll may be withdrawn

23. Voting Rights

A Voting Member has one (1) vote, both on a show of hands and a poll, or by Direct Vote.

24. Disqualification

No person other

- (a) a Voting Member;
 - (b) a Representative of a Voting Member;
 - (c) a proxy or attorney of a Voting Member; or
 - (d) a proxy or attorney of a Representative of a Voting Member,
- shall be entitled to vote at a general meeting

25. Objection to Qualification to Vote

Any challenge as to the qualification of a person to vote at a general meeting, or the validity of any vote tendered, may only be raised at the meeting, and must be determined by the chairperson whose decision shall be final and conclusive, and a vote allowed by the chairperson shall be valid for all purposes.

26. Persons of Unsound Mind and Minors

- (a) A Voting Member or a Representative of a Voting Member:

- (i) of unsound mind; or
- (ii) whose person or estate is liable to be dealt with in any way under the law relating to mental health; or
- (iii) who is a minor;

may vote whether on a show of hands or on a poll by that Voting Member's committee or Representative of a Voting Member's committee, or by such other person as properly has the management or guardianship of that Voting Member's or Representative of Voting Member's estate, or by the public trustee (as the case may be), and the committee or other person or trustee may vote by proxy or representative

- (b) Any person having the right of management or guardianship of the person or estate in respect of a Voting Member or a Representative of a Voting Member as referred to in **clause 26(a)**, must not exercise any of the rights conferred under that clause unless and until the person has provided to the Board satisfactory evidence of the appointment of the person accordingly

27. Casting Vote

In the case of an equality of votes at a general meeting, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands is taken or at which the poll is demanded is entitled to a casting vote in addition to a deliberative vote.

28. Direct Votes

- (a) The Board will determine from time to time if Voting Members are entitled to vote by a Direct Vote on a matter or a resolution. If the Board has determined that Voting Members are entitled to vote by a Direct Vote, then the Voting Members must do so using the form prescribed by the Board from time to time, which may include electronic means
- (b) If sent by post or fax, the Direct Vote must be signed by the Voting Member or by a duly authorised officer, attorney or representative
- (c) If sent by electronic transmission, the Direct Vote is to be taken to have been signed if it has been signed or authorised by the Voting Member in the manner approved by the Board
- (d) The Direct Vote must be received by the Company at least forty-eight (48) hours before the time of the relevant general meeting in order to be valid
- (e) A Direct Vote is valid if it contains the following information:
 - (i) the Voting Member's name and address, or any applicable identifying notations such as the Voting Member's identification number or similar approved by the Board or specified in the notice of meeting; and
 - (ii) the Voting Member's voting intention on any or all of the resolutions to be put before the meeting
- (f) A Direct Vote is valid unless the Company receives written notification changing the voting intention before the vote is cast
- (g) The chairperson's decision as to whether a Direct Vote is valid is conclusive
- (h) A Voting Member who has cast a Direct Vote is entitled to attend the meeting. The Member's attendance cancels the Direct Vote, unless the Voting Member instructs the Company otherwise
 - (i) If a vote is taken at a meeting on a resolution on which a Direct Vote was cast, the chairperson of the meeting must:

- (i) on a vote by show of hands, count each Voting Member who has submitted a Direct Vote for or against the resolution in accordance with their Direct Vote; and
- (ii) on a poll, count the votes cast by each Voting Member who has submitted a Direct Vote directly for or against the resolution

29. Right of Non-Members to Attend General Meeting

- (a) The chairperson of a general meeting may invite any person who is not a Member to attend and address a meeting
- (b) Any auditor and any Director of the Company shall be entitled to attend and address a general meeting

PROXIES

30. Right to Appoint Proxies

- (a) Notwithstanding section 111L of the Corporations Act:
 - (i) a Voting Member or the Representative of a Voting Member who is entitled to attend and vote at a general meeting of the Company may appoint a person as the Voting Member's proxy or the Representative's proxy to attend and vote for the Voting Member or the Representative of a Voting Member at the meeting; and
 - (ii) if a Voting Member or the Representative of a Voting Member appoints a proxy, the proxy is entitled to vote on a show of hands and on a poll

31. Appointing a Proxy

31.1. Appointing a proxy

The instrument appointing a proxy must be in writing signed by the appointor or the appointor's attorney duly authorised in writing or, if the appointor is a corporation, signed by an authorised officer or attorney of the corporation.

31.2. Instrument of proxy

- (a) The instrument of proxy is valid if it contains the following information, and any additional information required by the Corporations Act (notwithstanding the possible application of section 111L of the Corporations Act):
 - (i) the name and address of the Voting Member or the Representative of a Voting Member, if applicable;
 - (ii) the name of the Company;
 - (iii) the proxy's name or the name of the office of the proxy; and
 - (iv) the meetings at which the instrument of proxy may be used
- (b) An instrument of proxy may be expressed to be a standing appointment. An instrument of proxy for a specified meeting is only valid for that meeting and any postponement or adjournment of that meeting
- (c) An instrument of proxy shall not be treated as invalid merely because it does not specify all of the information required by **clause 31.2(a)**
- (d) An instrument of proxy may be revoked at any time by notice in writing to the Company

32. Lodgement of Proxies

- (a) An instrument appointing:
- (i) a proxy and the power of attorney or other authority (if any) under which it is signed or executed or a certified copy of that power or authority; or
 - (ii) an attorney to exercise a Voting Member's or the Representative of a Voting Member's rights at a general meeting or a certified copy of that power of attorney,

must be deposited at the Office or at such other place as is specified for that purpose in the notice convening the general meeting not less than forty eight (48) hours (or such shorter period as the Board may allow) before the time appointed for the holding of the meeting or adjourned meeting as the case may be at which the person named in the instrument proposes to vote. In default, the instrument of proxy or the power of attorney will not be treated as valid

- (b) For the purposes of **clause 32** it will be sufficient that any document required to be lodged by a Voting Member or the Representative of a Voting Member be received in legible form by facsimile at the place at which the document is required to be delivered by the Voting Member or the Representative of a Voting Member and the document shall be regarded as received at the time the facsimile was received at that place
- (c) For the purposes of **clause 32** it will be sufficient that any document required to be lodged by a Voting Member or the Representative of a Voting Member be received in legible form by email or other electronic transmission if the notice of meeting so permits, and the document is sent to the address and in the form specified in the notice, and the proxy shall be regarded as received at the time of the receipt of the email or other electronic transmission by the Company

33. Validity of Proxies

- (a) A vote exercised pursuant to an instrument of proxy, a power of attorney or other instrument of appointment is valid notwithstanding:
- (i) the death or unsoundness of mind of the Voting Member or the Representative of a Voting Member;
 - (ii) the bankruptcy or liquidation of the Voting Member or the Representative of a Voting Member;
 - (iii) the revocation of the instrument of proxy or the power of attorney or any instrument under which the instrument or the power was granted,

if the Company has not received at its Office written notice of the death, unsoundness of mind, bankruptcy, liquidation, or revocation at least forty eight (48) hours (or such shorter period as the Board may allow) prior to the time appointed for the holding of the general meeting or adjourned meeting, as the case may be, at which the instrument of proxy or the power of attorney is exercised

- (b) A proxy who is not entitled to vote on a resolution as a Voting Member or the Representative of a Voting Member may vote as a proxy for another Voting Member or the Representative of a Voting Member who can vote if the appointment specifies the way the proxy is to vote on the resolution and the proxy votes that way
- (c) Except on a show of hands, a proxy may vote as more than one (1) Voting Member or the Representative of a Voting Member if the proxy holds appointments for those Voting Members or the Representatives of Voting Members which specify the way the proxy is to vote on the resolution and the proxy votes that way

34. Rights of Proxies and Attorneys

- (a) The instrument appointing a proxy will be taken to confer authority to demand or join in demanding a poll
- (b) Subject to **clause 34(c)**, unless a Voting Member or the Representative of a Voting Member by the instrument of proxy directs the proxy to vote in a certain manner, the proxy may vote as the proxy thinks fit on any motion or resolution. Otherwise the proxy shall follow the voting instructions contained in the instrument of proxy
- (c) A proxy will not be revoked by the appointor attending and taking part in any general meeting, but if the appointor votes on a resolution either on a show of hands or on a poll, the person acting as proxy for the appointor shall not be entitled to vote in that capacity in respect of the resolution
- (d) The chairperson of a general meeting may require any person acting as a proxy to establish to the satisfaction of the chairperson that he or she is the person nominated as proxy in the form of proxy lodged under this Constitution. If the person is unable to establish his or her identity, he or she may be excluded from voting either upon a show of hands or upon a poll

APPOINTMENT AND REMOVAL OF DIRECTORS

35. Number and Appointment of Directors

35.1. Number of directors

- (a) The Board of Directors shall consist of not less than three (3) and not more than twelve (12) persons
- (b) Subject to section 201P of the Corporations Act, the Board may by resolution vary the number of Directors holding office from that referred to in **clause 35.1(a)**

35.2. Composition of board

- (a) Subject to **clause 35.3**, the Board shall consist of:
 - (i) Elected Directors who are elected in accordance with **clause 35.4**;
 - (ii) Appointed Directors who are appointed in accordance with **clause 35.5**; and
 - (iii) Co-Opted Directors who are appointed in accordance with **clause 35.6**,provided that the total number of Directors does not exceed the maximum fixed by **clause 35.1**
- (b) The Board shall determine the number of Elected Directors, Appointed Directors and Co-Opted Directors to be on the Board from time to time

35.3. Initial board

- (a) The Directors to hold office until the conclusion of the first AGM following the Integration shall be:
 - (i) Jennifer Bichel-Findlay;
 - (ii) Kerryn Butler Henderson; and
 - (iii) Peter Williams
- (b) The Directors to hold office until the conclusion of the second AGM following the Integration shall be:

- (i) Leigh Donoghue;
 - (ii) David Rowlands; and
 - (iii) Inga Hunter
- (c) The Directors to hold office until the conclusion of the third AGM following the Integration shall be:
- (i) David Peter Hansen;
 - (ii) Angela Ryan; and
 - (iii) Michael Walsh
- (d) The initial Directors referred to in **clauses 35.3(a), 35.3(b) and 35.3(c)** shall be eligible for re-election for up to two further terms of three (3) years each
- (e) The initial Directors shall all be deemed to be Elected Directors
- (f) The initial Directors shall nominate from amongst their number who shall hold each office (as set out in **clause 35.8(b)**, but subject to **clause 35.8(a)**)

35.4. Elected directors

- (a) An Elected Director must at all times be:
- (i) an individual who is Voting Member; or
 - (ii) a Representative of an Organisational Member that is a Voting Member
- (b) Nominations of candidates for election as Elected Directors:
- (i) shall be in writing in a form prescribed by the Board signed by the Member who is nominating the nominee, and be accompanied by the written consent of the nominee (which may be endorsed on the nomination); and
 - (ii) shall be delivered to the Company Secretary (or other person authorised by the Board for the purpose) not later than close of business twenty-five (25) Business Days before the day fixed for the holding of the AGM
- (c) If insufficient nominations are received to fill all positions on the Board which are to be filled at the election, the candidate or candidates nominated shall be deemed to be elected and further nominations shall be received at the meeting at which the election is to take place
- (d) If insufficient further nominations are received, any unfilled positions remaining on the Board shall be deemed to be casual vacancies
- (e) If the number of nominations received is equal to the number of positions to be filled, the persons nominated shall be taken to be elected
- (f) If the number of nominations received exceeds the number of positions to be filled, a ballot shall be held. The Board shall determine how the ballot is to be held

35.5. Appointed directors

- (a) The Board may appoint Appointed Directors to the Board at any time to fill the positions provided for in **clause 35.2(a)(ii)**
- (b) An Appointed Director must be a Voting Member who is an individual or a Representative of an Organisational Member

- (c) The Board will appoint the Appointed Directors at its discretion for the purpose of ensuring that the Board consists of Directors emanating from various Membership classes

35.6. Co-opted directors

- (a) The Board may appoint Co-Opted Directors to the Board at any time to fill the positions provided for in **clause 35.2(a)(iii)**
- (b) A Co-Opted Director shall:
 - (i) not be a Member or a Representative of an Organisational Member; and
 - (ii) bring relevant skills and experience to the Board as determined by the Board from time to time

35.7. Term

- (a) Except in accordance with **clause 35.3**:
 - (i) Elected Directors shall hold office for a term of three (3) years, but shall be eligible for re-election for two further terms of three (3) years each; and
 - (ii) Elected Directors shall not hold office for more than nine (9) consecutive years
- (b) Appointed Directors shall hold office for a term to be decided by the Board, and shall be eligible for reappointment for further terms as decided by the Board
- (c) Co-opted Directors shall hold office for a term to be decided by the Board, and shall be eligible for reappointment for further terms as decided by the Board
- (d) Once an Elected Director has served the maximum term of nine (9) consecutive years, the Elected Director is not eligible for re-election to the Board until after a period of at least one (1) year has passed since the expiry of the Elected Director's previous term on the Board

35.8. Office bearers

- (a) Michael Walsh shall be the Chair of the initial board
- (b) The Board shall, at the first meeting of the Board held after the Integration appoint from amongst the Directors sitting on the Board at the time of the Board meeting:
 - (i) a Vice Chair;
 - (ii) a Secretary;
 - (iii) a Treasurer; and
 - (iv) such additional Office Bearer positions as the Board deems necessary from time to time
- (c) The Board shall at the first meeting of the Board held after an Office Bearer has retired, appoint from amongst the Elected or Appointed Directors sitting on the Board at the time of the Board meeting to fill that vacant Office Bearer position:
 - (i) a Chair;
 - (ii) a Vice Chair;
 - (iii) a Secretary;
 - (iv) a Treasurer; and
 - (v) such additional Office Bearer positions as the Board deems necessary from time to time;as the case may be

- (d) The Office Bearers shall hold office for a term of one (1) year but shall be eligible for reappointment for further terms of one (1) year each, provided that Office Bearers shall not hold office beyond their retirement or removal from the Board as an Elected or Appointed Director

36. General Right to Appoint and Remove Directors

The Board may act despite any vacancy in their body, but if the number falls below the minimum fixed in accordance with clause 35.1, the Board may act:

- (a) for the purpose of:
 - (i) increasing the number of Directors to the minimum; or
 - (ii) convening a general meeting; or
- (b) in emergencies;
but for no other purpose

37. Vacation of Office

- (a) Any Director may retire from office on giving written notice to the Company at the Office of his intention to retire and the resignation shall take effect at the time expressed in the notice (provided the time is not earlier than the date of delivery of the written notice to the Company)
- (b) The office of a Director shall become vacant if the Director:
 - (i) dies;
 - (ii) in the case of an Elected Director, ceases to comply with the requirements in clause 35.4(a);
 - (iii) in the case of an Appointed Director, ceases to comply with the requirements in clause 35.5(b);
 - (iv) in the case of a Co-Opted Director, ceases to comply with the requirements in clause 35.6(b)(i);
 - (v) becomes bankrupt or makes any arrangement or composition with creditors generally;
 - (vi) becomes prohibited from being a director of, or managing, a company by reason of any order made under the Corporations Act;
 - (vii) becomes of unsound mind or a person whose personal estate is liable to be dealt with in any way under the law relating to mental health;
 - (viii) is removed from office by the Company in general meeting;
 - (ix) resigns by notice in writing to the Company; or
 - (x) is absent without permission of the Board from three (3) consecutive meetings of the Board in a twelve (12) month period, unless at the next meeting of the Board, the Board decides otherwise

38. Filling of Vacancies on the Board

- (a) In the event of a casual vacancy occurring on the Board, the Board shall:
 - (i) in relation to an Elected Director vacancy, appoint an individual Voting Member or a Representative of an Organisational Member;

- (ii) in relation to an Appointed Director vacancy, the Board may appoint any person to fill that vacancy in accordance with **clause 35.5**; and
- (iii) in relation to a Co-Opted Director vacancy, the Board may appoint any person to fill that vacancy in accordance with **clause 35.6**
- (b) Any Elected Director appointed pursuant to **clause 38(a)** shall hold office until the conclusion of the next AGM
- (c) Any Directors appointed pursuant to **clauses 38(a)(ii) or 38(a)(iii)** shall hold office for the balance of the term of the Director who vacated
- (d) Any time served on the Board as a casual vacancy will not be counted towards the maximum term pursuant to **clause 35.7(d)**

39. Acting Office Bearers

- (a) In the event of a vacancy occurring in the position of Chair, the Board at its next meeting shall appoint an Elected or Appointed Director to assume office as acting Chair for the balance of the term of the vacating Chair
- (b) In the event of a vacancy occurring in the position of Vice Chair, the Board at its next meeting shall appoint an Elected or Appointed Director to assume office as acting Vice Chair for the balance of the term of the vacating Vice Chair
- (c) In the event of a vacancy occurring in the position of Secretary, the Board at its next meeting shall appoint an Elected or Appointed Director to assume office as acting Secretary for the balance of the term of the vacating Secretary
- (d) In the event of a vacancy occurring in the position of Treasurer, the Board at its next meeting shall appoint an Elected or Appointed Director to assume office as acting Treasurer for the balance of the term of the vacating Treasurer
- (e) If any Office Bearer is temporarily absent or temporarily unable to perform his or her duties, the Board may authorise another Director to act in the vacant position during the absence or inability of the Office Bearer
- (f) Nothing in **clause 39** permits any person to simultaneously hold more than one position of Office Bearer

40. Alternate Directors

Alternate Directors shall not be permitted

POWERS AND DUTIES OF DIRECTORS

41. Duties of Directors

- (a) Each Director is subject to, and must comply at all times with, the duties set out in governance standard 5 in section 45.25 of the ACNC Regulation
- (b) In accordance with governance standard 4 in section 45.20 of the ACNC Regulation, the Board will take reasonable steps to ensure that the Board does not at any time include a Director who is disqualified from managing a corporation under the Corporations Act or from being a responsible entity under subsection 45.20(4) of the ACNC Regulation

42. Powers of Directors

The control, management and conduct of the Company shall be vested in the Board, who shall exercise all such powers of the Company as are not by the Corporations Act, the ACNC Act, the ACNC Regulation or by this Constitution required to be exercised in any other manner

43. Negotiable Instruments

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, requests or arrangements for electronic fund transfers and receipts for money paid to the Company must be signed, drawn, accepted, endorsed or otherwise executed as the case may be by two (2) people authorised by resolution of the Board. The Board may authorise:

- (a) a Director(s);
- (b) the Company Secretary; or
- (c) another staff member of the Company,

to sign such instruments

44. Conferment of Powers

- (a) The Board may from time to time confer upon any Director for the time being or any other person as they may select such of the powers exercisable under this Constitution by the Board as it may think fit for such time and to be exercised for such purposes and on such terms and conditions and with such restrictions as it may think expedient
- (b) Powers conferred under **clause 44** may be exercised concurrently with the powers of the Board in that regard and the Board may from time to time withdraw, revoke or vary all or any of such powers

DIRECTORS' DISCLOSURE OF INTEREST

45. Contracts

- (a) The Company may enter into contracts or arrangements with other companies or bodies in which a Director has an interest, provided it does so according to the usual commercial terms and conditions which apply to such contracts or arrangements
- (b) Any interest of a Director must be dealt with in accordance with the provisions of the relevant legislation, being either:
 - (i) the Corporations Act; or
 - (ii) the ACNC Regulation,which shall include disclosing an interest and having the Company Secretary record all declarations in the minutes of the relevant meeting
- (c) Subject to **clause 45(b)**, a Director who has an interest in a contract or arrangement made by the Company and has disclosed this interest to the Board may:
 - (i) not be present while the matter is being considered at a meeting;
 - (ii) not vote on the matter;
 - (iii) still be counted in determining whether or not a quorum is present at any meeting of Directors considering that contract or arrangement or proposed contract or arrangement;

- (iv) not sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement; and
- (v) not vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement
- (d) A Director's failure to make disclosure under **clause 45** does not render void or voidable a contract or arrangement in which the Director has a direct or indirect interest
- (e) A general notice given to the Board by a Director that the Director is an officer, a member of, or otherwise interested in any specified corporation or firm stating the nature and the extent of the Director's interest in the corporation or firm shall, in relation to any matter involving the Company and that corporation or firm after the giving of the notice, be a sufficient disclosure of the Director's interest, provided that the extent of the interest is no greater at the time of first consideration of the relevant matter by the Board than was stated in the notice

PROCEEDINGS OF DIRECTORS

46. Meetings of Directors

- (a) The Board may meet together for the despatch of business, adjourn and otherwise regulate their meetings and proceedings as it thinks fit, provided that the Board must meet not less than four (4) times each calendar year
- (b) A Director may at any time, and the Company Secretary upon the request of a Director shall, convene a meeting of the Board by giving at least twenty four (24) hours' notice of the meeting to all Directors, provided that the Director or Company Secretary must have used their best endeavours to ensure that the notice was properly provided
- (c) Notice of a meeting of the Board need not be in writing
- (d) Subject to **clause 46(e)**, a Board meeting may be convened or held using any technology consented to by a majority of Directors. The consent may be a standing one. A Director may withdraw consent to the use of a particular technology within a reasonable time period before a Board meeting
- (e) The particular technology used to convene or hold a Board meeting, pursuant to **clause 46(d)**, must be of a type that is available and accessible to all Directors who wish to attend the Board meeting
- (f) All resolutions of the Directors passed at a meeting of the Board where a quorum is present but where notice of the meeting has not been given as required to each Director, or any act carried out pursuant to such resolution, shall, provided each Director to whom notice was not given subsequently agrees to waive the same, be as valid as if notice of the meeting had been duly given to all Directors. Attendance by a Director at a meeting of Directors waives any objection which that Director may have to a failure to give notice of the meeting

47. Quorum

- (a) The quorum necessary for the transaction of the Board's business is fifty-one per cent (51%) of Directors being personally present (or in conference in accordance with **clause 46**) rounded up to the nearest integer
- (b) A quorum must be present at all times during the meeting in order for business to be transacted

- (c) A Director who is disqualified from voting on a matter pursuant to **clause 45** shall be counted in the quorum despite that disqualification

48. Chairperson

- (a) The Chair of the Board shall be the chairperson
- (b) The Chair shall, if present, preside as chairperson of every meeting of the Board
- (c) If a meeting of the Board is held and the Chair is:
 - (i) not present within fifteen (15) minutes after the time appointed for the holding of the meeting; or
 - (ii) if present, does not wish to chair the meeting,then the Vice Chair shall preside as chairperson. If the Vice Chair is:
 - (iii) not present within fifteen (15) minutes after the time appointed for the holding of the meeting; or
 - (iv) if present, does not wish to chair the meeting, thenthe other Directors present must elect one of their number to be chairperson of the meeting

49. Voting

- (a) A resolution of the Board must be passed by a majority of votes of the Directors present at the meeting who vote on the resolution. A resolution passed by a majority of the votes cast by the Directors will for all purposes be taken to be a determination of the Board
- (b) Each Director shall have one (1) vote
- (c) In case of an equality of votes at a meeting of the Board, the chairperson is entitled to a casting vote in addition to a deliberative vote

50. Resolutions by Directors

- (a) The Board may pass a resolution without a Board meeting being held if fifty-one per cent (51%) of Directors (rounded up to the nearest integer) sign a document containing a statement that they are in favour of the resolution set out in that document. For this purpose, signatures can be contained in more than one document
- (b) A facsimile transmission which is received by the Company and which purports to have been signed by a Director shall for the purposes of **clause 49(c)** be taken to be in writing and signed by that Director at the time of the receipt of the facsimile transmission by the Company in legible form
- (c) An email transmission which is received by the Company and which purports to have been sent by a Director shall for the purposes of **clause 49(a)** be taken to be in writing and signed by that Director at the time of the receipt of the email transmission by the Company
- (d) A vote made by a Director using an online voting platform operated or commissioned by the Company shall for the purposes of **clause 49(a)** be taken to be in writing and signed by that Director at the time the vote was received by the online voting platform
- (e) Any decisions made under **clauses 50(a) to 50(d)** shall be tabled at the next Board meeting

51. Committees of the Board

- (a) The Board may form and delegate any of its powers to the following Committees consisting of such Directors and/or other persons as it thinks fit and may from time to time revoke such delegation:
 - (i) Board Executive Committee;
 - (ii) Finance and Risk Committee;
 - (iii) Fellowship Committee;
 - (iv) Quality and Programs Committee; and
 - (v) any other Committees the Board wishes to form and delegate its powers to from time to time
- (b) The Board has the power to require any Committee to have all decisions made by that Committee ratified by the Board
- (c) A Committee must in exercise of the powers delegated to it conform to any directions and restrictions that may be imposed on it by the Board. A power so exercised shall be taken to be exercised by the Board
- (d) The meetings and proceedings of any Committee consisting of more than one person will be governed by the provisions for regulating the meetings and proceedings of the Board contained in this Constitution
- (e) A minute of all the proceedings and decisions of every Committee shall be made, entered and signed in the same manner in all respects as minutes of proceedings of the Board are required by the Corporations Act and this Constitution to be made entered and signed. A copy of such Committee minutes shall be tabled at the next Board meeting

52. Groups of Members and Non-Members

- (a) The Board may form a Group consisting of such Directors, Members and/or other persons as it thinks fit and may from time to time revoke such formation of the Group
- (b) The objectives, meetings and proceedings of any Group consisting of more than one person will be governed by the By-Laws

53. Validation of Acts of Directors

All acts done:

- (a) at any meeting of the Board; or
- (b) by any person acting as a Director,

shall, even if it is discovered afterwards that there was a defect in the appointment or continuance in office of any such Director or person or that they or any of them were disqualified or were not entitled to vote, be as valid as if every such person had been duly appointed or had continued in office and was duly qualified to be a Director and had been entitled to vote

MINUTES

54. Minutes

- (a) The Board must cause minutes to be kept in such a manner as is required by the Corporations Act for the purposes of recording:
 - (i) the names of the Directors present at each meeting of the Board and of Directors present at each meeting of any Committee;
 - (ii) all orders, resolutions and proceedings of general meetings and of meetings of the Board and of Committees; and
 - (iii) such matters as are required by the Corporations Act to be recorded in the record books of the Company, including without limitation all declarations made or notices given by any Director of his or her interest in any contract or proposed contract or the holding of any office or property whereby any conflict of duty or interest may arise

Such minutes shall be signed by the Chairperson of the meeting, or the Chairperson of the next succeeding meeting. Minutes which purport to be signed accordingly shall be received in evidence without any further proof as sufficient evidence that the matters and things recorded by such minutes actually took place or happened as recorded and of the regularity of such matters and things and that the same took place at a meeting duly convened and held

COMPANY SECRETARY

55. Appointment and Tenure

- (a) There must at all times be a Company Secretary appointed by the Board for a term and on conditions determined by the Board
- (b) The Board may replace any Company Secretary so appointed
- (c) The Company Secretary appointed under **clause 55(a)** shall be the Company Secretary for the purposes of the Corporations Act

BY-LAWS

56. By-Laws

- (a) The Board may from time to time make such By-Laws as are in its opinion necessary and desirable for the proper control, administration and management of the Company's affairs, operations, finances, interests, effects and property and to amend and repeal those By-Laws from time to time
- (b) A By-Law must be subject to this Constitution and must not be inconsistent with any provision contained in this Constitution
- (c) When in force, a By-Law is binding on all Members and has the same effect as this Constitution
- (d) The Board will adopt such measures as it deems appropriate to bring to the notice of the Member all By-Laws, amendments and repeals

EXECUTION OF DOCUMENTS

57. Execution of Documents

- (a) Without limiting the manner in which the Company may execute any contract, including as permitted under section 126 of the Corporations Act, the Company may execute any agreement, deed or other document by:
 - (i) two (2) Directors signing the same; or
 - (ii) one (1) Director and one (1) Company Secretary signing the same
- (b) Nothing in this Constitution requires the Company to execute any agreement, deed or other document under common seal for the same to be effectively executed by the Company

ACCOUNTS AND INSPECTION OF RECORDS

58. Accounts and Inspection

The Board shall:

- (a) cause proper financial records to be kept and must, if required by the Corporations Act or the ACNC Act or the ACNC Regulation, prepare and distribute copies of the financial reports of the Company and a Directors' report;
- (b) where required by the Corporations Act or ACNC Act, cause the financial records to be audited or reviewed by a properly qualified auditor or other entity authorised by the Corporations Act or the ACNC Act; and
- (c) from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the Company or any of them will be open to the inspection of the Member

NOTICES

59. Service of Notices

- (a) A notice may be given by the Company to any Member by:
 - (i) serving it on the Member personally;
 - (ii) sending it by post to the Member or leaving it at the Member's address shown in the Register or otherwise the address supplied by the Member to the Company for the giving of notices;
 - (iii) facsimile to the facsimile number supplied by the Member to the Company for the giving of notices; or
 - (iv) sending it to the electronic address supplied by the Member to the Company for the giving of notices
- (b) Any Member who has not left at or sent to the Office his or her place of address for inclusion in the Register as the place at which notices may be given to the Member shall not be entitled to receive any notice

- (c) Where a notice is sent by post, service of the notice shall be taken to be effected by properly addressing, prepaying and posting a letter containing the notice and shall be deemed to have been effected on the second day after the date of posting. Service of a notice to a Member outside Australia shall be deemed to have been made in the ordinary course of the post
- (d) Where a notice is sent by facsimile or other electronic means, service of the notice shall be taken to be effected by properly addressing and sending the notice and in such case shall be taken to have been effected on the Business Day after it is sent
- (e) A notice may be given by the Company to the persons entitled to a share in consequence of the death, lunacy or bankruptcy of a Member by:
 - (i) service on the Member personally;
 - (ii) sending it by post addressed to the person by name or by the title of the representative of the deceased or lunatic or the assignee of the bankrupt or by any like description at the address, if any, within Australia, supplied for the purpose by the person claiming to be entitled;
 - (iii) by giving the notice in any manner in which the same might have been given if the death, lunacy or bankruptcy had not occurred
- (f) Evidence of service of a notice may be established by proving that the envelope containing the notice and stamped appropriately was properly posted and a certificate given by any Officer of the Company to that effect shall be conclusive evidence of service

WINDING UP

60. Winding Up

- (a) If any surplus remains following the winding up of the Company, the surplus will not be paid to or distributed among Members, but will be given or transferred to another institution(s) or corporation(s) which has:
 - (i) objects which are similar to the Objects and is charitable;
 - (ii) a constitution which requires its income and property to be applied in promoting its objects; and
 - (iii) a constitution which prohibits it from paying or distributing its income and property among its Members to an extent at least as great as imposed on the Company by **clause 5.2(b)**
- (b) The identity of the corporation(s) or institution(s) referred to in **clauses 60(a)** is to be determined by the Members in writing at or before the time of dissolution and failing such determination being made, by application to the Supreme Court of Victoria for determination

INDEMNITY

61. Indemnity

To the extent permitted by law every Officer (and former Officer) of the Company shall be indemnified out of the funds of the Company against all costs, expenses and liabilities incurred in that person's capacity as an Officer or employee of the Company (or former Officer or employee of the Company).

However, no such Officer or employee (or former Officer or employee) shall be indemnified out of the funds of the Company under **clause 61** unless:

- (a) it is in respect of a liability to another person (other than the Company or a related body corporate to the Company) where the liability to the other person does not arise out of conduct involving a lack of good faith; or
- (b) it is in respect of a liability for costs and expenses incurred:
 - (i) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the Officer (or former Officer) or in which the Officer (or former Officer) is acquitted; or
 - (ii) in connection with an application, in relation to such proceedings, in which the court grants relief to the Officer (or former Officer) under the Corporations Act

62. Payment of Indemnity Policy Premium

- (a) To the extent permitted by law the Company may at the discretion of the Board enter into and/or pay a premium in respect of a policy of insurance insuring an Officer (or former Officer) of the Company against any liability incurred by such person in that capacity (whether in respect of acts or omissions prior to or after the date of the issue of the policy or both) except for:
 - (i) a liability arising out of conduct involving a wilful breach of duty in relation to the Company; or
 - (ii) a liability arising out of conduct that contravenes the governance standards in sections 45.5 to 45.25 of the ACNC Regulation
- (b) The Board shall have the discretion to approve the terms and conditions of any such policy of insurance
- (c) Where an Officer (or former Officer) has the benefit of an indemnity pursuant to an insurance policy in respect of his or her actions or omissions, then the Company shall not be required to indemnify the Officer under **clause 61**, except to the extent that the indemnity affected by the insurance policy does not fully cover the person's liability

63. Indemnity to Continue

The indemnity granted by the Company contained in **clauses 61** and **62** shall continue in full force and effect notwithstanding the deletion or modification of that clause, in respect of acts and omissions occurring prior to the date of the deletion or modification

FORM OF APPOINTMENT OF PROXY

Australasian Institute of Digital Health Limited

(incorporated under the *Corporations Act 2001*)

PROXY FORM

1. YOUR DETAILS

(Please print your name and address)

Name of Member:

ACN/ABN:

Address:

City:

State:

Postcode

Telephone:

2. APPOINTS

Name:

(Please print name of proxy)

or failing the person so named, or if no person is named, the **Chairperson of the Meeting** to vote in accordance with the following directions or, if no directions have been given, as the proxy or the Chairperson sees fit at the (Annual) General Meeting of Australasian Institute of Digital Health Limited to be held on [insert date] commencing at [insert time] and at any adjournment thereof.

3. DIRECTIONS

4. SIGNATURE

5. DATE

ANNEXURE A
Form of Direct Vote

Australasian Institute of Digital Health Limited
(incorporated under the *Corporations Act 2001*)

DIRECT VOTING FORM

Your details

(Please print your name and address)

Name of Member:

Address:

City:

State:

Postcode

Telephone:

Directions

Signature

Date