



**Better
Health
Network**

Constitution

Approved 19/12/2022

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BHN BETTER HEALTH NETWORK LTD

CONSTITUTION

1 PURPOSE OF THE COMPANY

The Company is a benevolent, charitable and not-for-profit institution established and operated in Australia solely to pursue the following principal purpose and supporting purposes.

1.1 Principal purpose

The Company's principal purpose is to provide benevolent relief to individuals who are experiencing sickness, disability, helplessness, disadvantage or poverty in its local community and to reduce the structural reasons for health inequity through preventative, innovative and client-directed health care services.

1.2 Supporting purposes

In support of clause 1.1, the Company's supporting purposes are to:

- 1.2.1 operate a community health centre under the *Health Services Act 1988 (Vic)*;
- 1.2.2 directly provide medical, dental, nursing care, disability, aged care, allied health, counselling and health promotion and illness prevention services through community health centres, outreach locations and in-home;
- 1.2.3 provide holistic treatment in accordance with a social model of health which recognises the needs of those who cannot readily access the health and welfare system;
- 1.2.4 deliver services in a culturally appropriate, effective and empowering manner to create better health outcomes for individuals in its local community;
- 1.2.5 improve the social health and inclusiveness of the communities the Company serves, and encourage and facilitate participation for members of the community that are vulnerable and/or socially isolated through community development projects, programs and early intervention;
- 1.2.6 collaborate and partner with other institutions with similar purposes to the Purpose to deliver community health and well-being services in an efficient, effective, strategic and population based manner; and
- 1.2.7 do all lawful things consistent with, necessary or desirable to support and further the principal purpose in clause 1.1.

2 BENEVOLENT, CHARITABLE AND NOT-FOR PROFIT NATURE OF THE COMPANY

2.1 Powers

Solely to carry out the Purpose, the Company has the powers of an individual and a company limited by guarantee under the Corporations Act.

2.2 Income applied for the Purpose

The Company's income and property must be applied only towards the Purpose. The Company's income and property must not be paid or given to a Member or a Subscriber Member, directly or indirectly, by way of dividend, bonus or otherwise, unless permitted by clause 2.3.

2.3 **Permitted payments to Members or Subscriber Members**

With prior Board approval, Members or Subscriber Members may be paid in good faith up to a reasonable amount for:

- 2.3.1 expenses properly incurred for the Company;
- 2.3.2 goods, services or premises supplied to the Company; or
- 2.3.3 interest on money lent to the Company.

2.4 **Winding up**

Subject to clause 2.7, the Company's surplus assets, after satisfying all liabilities on wind up:

- 2.4.1 must not be paid or given to current or former Members or Subscriber Members; and
- 2.4.2 must be paid to eligible recipients selected under clauses 2.5 and 2.6.

2.5 **Eligible recipients**

A fund, authority or institution is eligible to receive surpluses under clauses 2.4.2 and 2.7 if it:

- 2.5.1 has benevolent, charitable and not-for-profit purposes similar to the Purpose;
- 2.5.2 prohibits its income and property from being paid to members on at least the terms of this clause 2;
- 2.5.3 is an income tax exempt charity registered under Relevant Laws; and
- 2.5.4 can receive deductible gifts under the Commonwealth taxation Laws.

2.6 **Selection of eligible recipients**

Eligible recipients to receive any surplus referred to in clause 2.5 must be selected:

- 2.6.1 by Member special resolution;
- 2.6.2 failing clause 2.6.1, by application to the Victorian Supreme Court.

2.7 **Surplus gifts**

Any surplus gifts, fundraising contributions under Commonwealth taxation Laws and money received because of those gifts or contributions, must be transferred to eligible recipients selected under clauses 2.5 and 2.6 on the earlier of:

- 2.7.1 the Company's deductible gift recipient endorsement being revoked; or
- 2.7.2 the winding up of the Company.

3 **MEMBERSHIP**

3.1 **Limited liability of Members / guarantee amount**

A Member's or Subscriber Member's liability is limited to one dollar (\$1). If the Company is wound up, each current and former Member or Subscriber Member in the last year must contribute up to that amount towards:

3.1.1 the Company's liabilities incurred before the person ceased to be a Member or Subscriber Member; and

3.1.2 costs, charges and expenses to wind up and adjust the rights of the contributories among themselves.

3.2 **Classes of Members**

The Members of the Company comprise:

3.2.1 the Directors for the time being; and

3.2.2 the Subscriber Members.

3.3 **Member rights and obligations**

3.3.1 Members have the right to receive notice of, participate in the requisition of, attend, speak at, vote at and join in the demand for a poll at general meetings.

3.3.2 Members do not have the right to appoint a proxy or representative to exercise the Member's rights.

3.3.3 Subscriber Members do not have the right to receive notice of, participate in the requisition of, attend, speak at, vote at and join in the demand for a poll at general meetings.

3.3.4 Subscriber Members do not have the right to appoint a proxy or representative to exercise the Member's rights.

3.4 **Rights not transferrable**

A person's membership rights and privileges:

3.4.1 apply only whilst the person is a Member or Subscriber Member; and

3.4.2 are personal and may not be transferred or transmitted.

3.5 **Membership fees**

No membership or subscription fees are payable by Members or Subscriber Members.

3.6 **Register of Members**

The Company must maintain a register of Members in accordance with the Corporations Act.

4 **BECOMING AND CEASING TO BE A MEMBER**

4.1 **Admission of Members**

Directors are automatically admitted as a Member.

4.2 **Resignation of Members**

A person may resign as Member by written notice to the Company. The resignation takes effect when the Company receives the notice or on a later date specified in the notice.

4.3 **Ceasing to be a Member**

A person automatically ceases to be a Member if the person:

- 4.3.1 was but ceases to be a Director;
- 4.3.2 dies;
- 4.3.3 becomes bankrupt, or makes any arrangement or composition with creditors;
- 4.3.4 ceases to have decision-making power for their own legal and financial affairs;
- 4.3.5 is found guilty by a court of an indictable offence; or
- 4.3.6 has engaged in Unacceptable Conduct.

4.4 **Subscriber Members**

- 4.4.1 The Board may admit any person who:
 - (a) supports the Purposes; and
 - (b) has stated in writing they are willing to become a Subscriber Member of the Company.
- 4.4.2 The Board may admit in its absolute discretion a person as a Subscriber Member upon application in accordance with any requirements specified in the Regulations.
- 4.4.3 The Board must consider Subscriber Member applications as soon as reasonably practicable.
- 4.4.4 The Board need not provide reasons for refusing to admit a person as a Subscriber Member.
- 4.4.5 Successful applicants become Subscriber Members when added to the register of Subscriber Members.
- 4.4.6 A person may resign as Subscriber Member by written notice to the Company. The resignation takes effect when the Company receives the notice or on a later date specified in the notice.
- 4.4.7 The Board may determine the Subscriber membership period (including common expiry dates) as well as how and when Subscriber membership is renewed;
- 4.4.8 A person automatically ceases to be a Subscriber Member if the person:
 - (a) dies;
 - (b) becomes bankrupt, or makes any arrangement or composition with creditors;
 - (c) ceases to have decision-making power for their own legal and financial affairs;
 - (d) is found guilty by a court of an indictable offence;
 - (e) has engaged in Unacceptable Conduct;
 - (f) does not renew the membership by the due date;

- (g) has a debt to the Company which remains unpaid for one year or more;
- (h) becomes untraceable for three months because the person cannot be contacted using the address on the register of Members; or
- (i) becomes an employee of the Company.

5 GENERAL MEETINGS

5.1 Convening an annual general meeting

- 5.1.1 The Board must convene an annual general meeting to be held at least once a year. The requirements for convening an annual general meeting is otherwise set out in the Corporations Act or Relevant Laws.
- 5.1.2 The ordinary business of an annual general meeting is set out in the Corporations Act or Relevant Laws.
- 5.1.3 The annual general meeting may consider other business set out in the notice.

5.2 Convening a special general meeting

- 5.2.1 Special general meetings are general meetings other than annual general meetings.
- 5.2.2 The Board must convene and hold special general meetings of the Members if required by the Corporations Act or Relevant Laws.
- 5.2.3 Two Directors may convene special general meetings of the Members.
- 5.2.4 The notice of special general meeting must specify the general nature of special business, unless the Corporations Act or Relevant Laws require otherwise.

5.3 Notice of meeting

- 5.3.1 At least 21 days' notice of any general meeting must be given unless the Corporations Act or Relevant Laws require or permit some other period of notice.
- 5.3.2 Notice of a general meeting must specify the meeting's format, place, date and time, and include Electronic Voting instructions if applicable.
- 5.3.3 Notice of a general meeting must be sent in accordance with clause 10.4 to every Director, every Member and the Company's auditor, and no-one else.
- 5.3.4 Resolutions passed at a general meeting are not invalid merely because of:
 - (a) the accidental omission to give notice of the meeting; or
 - (b) the non-receipt of any such notice.

5.4 Meeting format and use of technology

- 5.4.1 Subject to the Corporations Act, a general meeting may be held as a physical meeting in two or more places, as a wholly virtual meeting, or as a hybrid of them, as determined by the Board acting reasonably.
- 5.4.2 Such meetings must be held using any technology approved by the Board that gives Members as a whole a reasonable opportunity to participate.

5.5 Postponement

- 5.5.1 The Board may postpone, relocate or cancel a general meeting which it convened by giving at least five days' notice to the Members.
- 5.5.2 Clause 5.5.1 does not apply to a meeting requisitioned by Members or convened by the Members, by Directors under clause 5.2.3 or by court order.

5.6 Quorum

- 5.6.1 A general meeting may not transact business unless a quorum is present when the meeting proceeds to business.
- 5.6.2 The quorum for general meetings is more than 50% of Members present in person. A quorum must be present for the whole general meeting.
- 5.6.3 If a quorum is not present within 30 minutes of the time scheduled to start the general meeting:
- (a) the meeting, if requisitioned by Members, is dissolved; and
 - (b) in any other case, the meeting is adjourned to such other place, date and time as the Board determines and notifies to Members (if required to do so by clause 5.8).

5.7 Meeting chair

- 5.7.1 The Chair may chair a general meeting.
- 5.7.2 If the Chair is not present and willing to act, the Deputy Chair may chair.
- 5.7.3 If both the Chair and Deputy Chair are not present and willing to act, the Directors present may elect one of themselves to chair the meeting.
- 5.7.4 All procedural decisions by the meeting chair are final.

5.8 Adjournment

- 5.8.1 The meeting chair:
- (a) may, with the consent of any general meeting at which a quorum is present; and
 - (b) must, if so directed by the meeting,
- adjourn the meeting to some other time or place.
- 5.8.2 The adjourned meeting may only transact unfinished business from the original meeting.
- 5.8.3 If a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as required for the original meeting. It is not otherwise necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

5.9 **Voting – show of hands / poll**

- 5.9.1 By default, resolutions at general meetings held in person must be voted on by a show of hands. Voting at a hybrid meeting or a wholly virtual meeting will be by ballot, which may occur via Electronic Voting.
- 5.9.2 The meeting chair does not have a second or casting vote.
- 5.9.3 The meeting chair must declare whether resolutions were carried, carried unanimously, carried by particular majority or lost. The result must be minuted.
- 5.9.4 The minutes of the voting results are conclusive without the need to record the number or proportion of, or manner in which votes were cast.
- 5.9.5 A poll may be demanded by the meeting chair or at least two Members present in person and entitled to vote.
- 5.9.6 A demand for a poll must be made on or before the result being declared, and may be withdrawn.
- 5.9.7 A poll to elect a meeting chair or adjourn the meeting must be taken immediately, and may occur via Electronic Voting. Polls must otherwise be taken at that meeting in the manner directed by the meeting chair.
- 5.9.8 The meeting chair must decide all voting disputes, and that decision is final.

5.10 **Proxies**

Proxy voting is not permitted.

5.11 **Circular resolution**

- 5.11.1 The Board may if it thinks fit submit any question or resolution to the vote of all Members entitled to a vote at a general meeting by circular resolution, if permitted by the Corporations Act or Relevant Laws.
- 5.11.2 The Board may determine in the Regulations:
 - (a) the form of the circular resolution;
 - (b) the polling date;
 - (c) the method for responding to the circular resolution; and
 - (d) whether voting on the circular resolution is to be by secret ballot.
- 5.11.3 A resolution approved by a majority or specific majority of the Members has the same force and effect as such a resolution passed in a general meeting

6 **BOARD**

6.1 **Structure of Board / Number of Directors**

The Board will comprise between six and nine Directors.

6.2 Appointment of Directors

The Board is responsible for appointing Directors, determining the selection process and conducting the selection process, subject to this Constitution. The Board may make Regulations for that purpose.

6.3 Eligibility to be a Director

A person is eligible to become a Director if they:

- 6.3.1 are over the age of 18 years;
- 6.3.2 consent in writing to become a Director;
- 6.3.3 are not prohibited, disqualified or otherwise prevented from being a Director or responsible person under the Corporations Act or Relevant Laws;
- 6.3.4 have not engaged in Unacceptable Conduct;
- 6.3.5 have links to, including that they must be a member of, the local community in which the Company operates; and
- 6.3.6 are not an employee of the Company.

6.4 Limits on period of office as a Director

A Director may serve a maximum of 9 Years subject to the following:

- 6.4.1 A Director may finish serving their current term of office even if it extends beyond 9 Years.
- 6.4.2 The Board may in special or exceptional circumstances approve a Director to serve further Years in addition to the above.
- 6.4.3 The 9 Year limit resets after three continuous Years off the Board.

6.5 Term of office of Directors

- 6.5.1 A Director holds office for a term of three Years:
 - (a) commencing from the date the Board resolves to appoint the person (for example, the appointment may take effect immediately after the next annual general meeting);
 - (b) concluding at the end of the third annual general meeting after commencing as a Director.
- 6.5.2 The Board may appoint a Director for a shorter term than under clause 6.5.1 if the Board so determines at the time of appointment.

6.6 Casual vacancies

- 6.6.1 If a casual vacancy occurs for any Director office, the Board may appoint another eligible person in their place. The person will serve only for the balance of the term of the original Director (or such shorter term is determined by the Board at the time of appointment).

6.6.2 The Board may continue to act despite vacancies on the Board. However, if there are less than four Directors, the Board may only:

- (a) act in the case of emergencies;
- (b) appoint persons to fill casual vacancies; or
- (c) convene a general meeting.

6.7 Office bearers

The Board may elect and remove the following office bearers from the Directors:

6.7.1 Chair;

6.7.2 Deputy Chair; and

6.7.3 such other office bearers with titles determined from time to time by the Board.

6.8 Resignation of Directors

A Director may resign as Director by written notice to the Company, taking effect when the Company receives the Director's notice or on a later date specified in the notice.

6.9 Ceasing to be a Director

6.9.1 The Members may remove any Director in accordance with the Corporations Act.

6.9.2 A directorship automatically ceases if the Director:

- (a) is no longer eligible to be a Director under clause 6.3;
- (b) for more than three months is absent without Board permission from Board meetings held during that period;
- (c) dies or is physically incapable of fulfilling their duties as a Director;
- (d) becomes bankrupt, or makes any arrangement or composition with creditors;
- (e) ceases to have decision-making power for their own legal and financial affairs; or
- (f) is found guilty by a court of an indictable offence.

6.10 Director remuneration and reimbursement

6.10.1 The Directors may be paid reasonable remuneration for undertaking the ordinary duties of a Director. The Directors must not otherwise be paid any other remuneration for those duties.

6.10.2 The Directors may also be paid in the following circumstances:

- (a) the Directors may be reimbursed for reasonable travel and other expenses incurred by them when engaged in the Company's business, attending

meetings or otherwise in carrying out the duties of a Director where payment does not exceed any amount previously approved by the Board; and

- (b) the Directors may be paid for any service rendered to the Company in a professional or technical capacity outside the scope of the Director's ordinary duties where:
 - (1) the service and amount payable is on reasonable and proper terms; and
 - (2) the provision of that service has the Board's prior approval.

7 BOARD POWERS

7.1 Management vests in Board

The Board is responsible for the governance, business and affairs of the Company. In addition to the specific powers conferred on the Board by this Constitution, the Board may exercise all the Company's powers which are not by the Corporations Act, Relevant Laws or this Constitution required to be exercised by the Members in general meeting.

7.2 Power to delegate

7.2.1 The Board may delegate its powers and functions in writing to:

- (a) an officer or employee of the Company; or
- (b) a committee under clause 9.

7.2.2 The Board may amend or revoke the terms of its delegation at any time.

7.3 Power to appoint Chief Executive Officer

7.3.1 The Board may appoint a Chief Executive Officer on such terms and conditions as the Board determines from time to time.

7.3.2 The Board will determine the responsibilities of the Chief Executive Officer.

7.4 Power to appoint Company Secretary

7.4.1 The Board must appoint at least one Company Secretary in accordance with the Corporations Act on such terms and conditions as the Board determines from time to time.

7.4.2 The Company Secretary will have the responsibilities set out in the Corporations Act and Relevant Laws.

7.5 Power to make Regulations

7.5.1 The Board may from time to time make, vary and rescind Regulations in relation to the Company.

7.5.2 The Regulations for the time being in force, and which are not inconsistent with this Constitution, are binding on Members and Subscriber Members.

8 BOARD MEETINGS

Subject to this clause 8, the Board may meet to consider business, adjourn and otherwise regulate its meetings as it thinks fit.

8.1 Number of meetings

The Board must meet at least four times per year.

8.2 Convening meetings

The Company Secretary must arrange a Board meeting:

8.2.1 at the request of the Chair; or

8.2.2 on the requisition of two Directors.

8.3 Notice of meeting

8.3.1 At least five days' notice of any Board meeting must be given unless the Board decides otherwise or in emergencies.

8.3.2 The notice must specify the business to be transacted. The Board may only transact business of a routine nature unless notice of any other business has been given either in the notice convening the meeting or in some other notice given at least three days' before the meeting.

8.3.3 The decision of the meeting chair as to whether business is routine is conclusive.

8.4 Quorum

8.4.1 The quorum for a Board meeting is more than 50% of Directors eligible to attend. A meeting at which a quorum is present may exercise all powers and discretions of the Board.

8.4.2 If a Board meeting is adjourned due to lack of quorum, the Chair must set a further date for the adjourned meeting.

8.5 Meeting chair

8.5.1 The Chair may chair a Board meeting.

8.5.2 If the Chair is not present and or unwilling to act, the Deputy Chair may chair.

8.5.3 If both the Chair and Deputy Chair are not present and willing to act, the Directors present may elect one of themselves to chair the meeting.

8.6 Voting

8.6.1 Each Director present and entitled to vote at a Board meeting has one vote. Proxy voting and alternate Directors are not permitted.

8.6.2 Questions arising at a Board meeting must be decided by a majority of votes. Such a decision is for all purposes a decision of the Board.

8.6.3 In the event of an equality of votes the meeting chair does not have a second or casting vote.

8.7 Use of technology

The Board may hold a meeting in two or more places and conducted in a wholly virtual format or as a hybrid meeting if:

- 8.7.1 all Directors (other than any Director on leave of absence) have access to the technology to be used for the meeting; and
- 8.7.2 those Directors participating by technological means can hear, or can hear and read the communications of all other participating Directors.

8.8 Circulating resolutions

- 8.8.1 A written resolution signed or approved by technological means (other than any Director on leave of absence) is taken to be a decision of the Board passed at a Board meeting convened and held.
- 8.8.2 The written resolution may consist of:
 - (a) several documents in the same form, each signed by one or more Directors and, such a resolution takes effect when the last Director signs such a document; or
 - (b) permanent records indicating the identity of each Director, the text of the resolution and the Director's agreement or disagreement to the resolution, as the case may be, and such a resolution takes effect when the last Director indicates their approval.

8.9 Conflicts and personal interests

- 8.9.1 A Director who has a material personal interest in a matter that relates to the Company's affairs must give the other Directors written notice of the interest unless the Corporations Act or Relevant Laws require otherwise.
- 8.9.2 To the maximum extent required by Law, a Director who has a material personal interest in a matter that is being considered by the Board must not be present while the matter is being considered, or vote on the matter.
- 8.9.3 Clause 8.9.1 does not apply to material personal interests that:
 - (a) exist only because the Director belongs to a class of persons for whose benefit the Company is established; or
 - (b) are common with all or a substantial proportion of the Members.

8.10 Minutes

The Board must ensure that minutes of all proceedings of general, Board, committee meetings (and meetings of any other Board entity) are maintained in accordance with the Relevant Laws.

8.11 Validity of acts / procedural defects

A Board act or decision is not invalid by reason only of a defect or irregularity regarding a Director's appointment.

9 COMMITTEES

9.1 Board's power to establish committees

The Board may establish committees as follows:

- 9.1.1 a committee will comprise two or more committee members, of which at least one must be a Director;
- 9.1.2 the committee members otherwise need not be a Director;
- 9.1.3 the committee has the purpose set out in its charter approved by the Board, and may undertake the powers and functions delegated to it by the Board; and
- 9.1.4 in the absence of any provision in the committee charter, meetings and proceedings of any committee are governed by the provisions of clause 8.

10 ADMINISTRATION

10.1 Change of name

The Members may change the Company's name by special resolution in accordance with the Corporations Act. Such a resolution authorises the Board to update all references to the Company's name in this Constitution.

10.2 Amendment of Constitution

- 10.2.1 The Members may amend this Constitution by special resolution in accordance with the Corporations Act and Relevant Laws.
- 10.2.2 If the Company is registered under Relevant Laws, a special resolution under clause 10.2.1 (unless it expressly provides otherwise) does not take effect if it would cause the Company to lose registration entitlements under Relevant Laws.

10.3 Accounts and audit

The Board must cause:

- 10.3.1 proper accounting and other records to be kept in accordance with the requirements of the Corporations Act and Relevant Laws, and
- 10.3.2 financial statements to be made and laid before each annual general meeting as required by the Corporations Act and Relevant Laws;
- 10.3.3 a properly qualified auditor to be appointed, with the auditor's duties to be regulated in accordance with the Corporations Act and Relevant Laws.

10.4 Service of notices

- 10.4.1 Notices must be in writing and may be given by the Company to any Member or Subscriber Member:
 - (a) in person;
 - (b) by sending it by post to the Member or Subscriber Member at their registered address; or

- (c) by sending it to the address, facsimile number, e-mail address or other address supplied for receiving notices.

10.4.2 A notice sent by post is deemed to have been given six Business Days after it was posted. A notice sent by fax, or by other electronic means, is deemed to have been given on the next business day after it was sent.

10.5 **Indemnity of officers**

10.5.1 The Company indemnifies current and former Directors (**Indemnified Officer**) out of its assets against any Liability incurred by the Indemnified Officer in or arising out of:

- (a) the conduct of the Company's affairs or business; or
- (b) the discharge of the Indemnified Officer's duties.

but only to the extent that:

- (c) the Indemnified Officer has acted in good faith and is not otherwise entitled or actually indemnified by a third party;
- (d) the Company is not precluded by Law from doing so; and
- (e) the Liability is not a cost or expense for an unsuccessful application to a Court for relief under the Corporations Act, or the defence of civil or criminal proceedings where judgement is given against the Indemnified Officer or in which the Indemnified Officer is not acquitted.

10.5.2 The Company may execute any deed in favour of any Indemnified Officer to confirm the indemnities conferred by clause 10.5.1 in relation to that person.

10.5.3 Clause 10.5.1 applies whether or not any deed is executed under clause 10.5.2.

10.6 **Insurance**

10.6.1 The Company may pay or agree to pay premiums for directors and officers insurance to insure Indemnified Officers against any Liability incurred by the Indemnified Officer referred to in clause 10.5.

10.6.2 The Company may execute any deed in favour of any Indemnified Officer to take out insurance referred to in clause 10.6.1, on such terms as the Board considers appropriate.

10.7 **Seal**

10.7.1 The Board will determine whether or not the Company is to have a seal (known as the common seal) and, if so, will provide for the safe custody of such seal.

10.7.2 The seal, if any, of the Company may only be affixed to any instrument with the Board's authority.

10.7.3 The affixing of the seal must be attested by the signatures of persons authorised by the Board for that purpose.

11 DEFINITIONS AND INTERPRETATION

11.1 Definitions

In this Constitution:

Board means the board of Directors of the Company with a quorum to transact business;

Business Day means a weekday which is not a public holiday in the state or territory of the Company's registered office;

Chair means the Director and office bearer under clause 6.7.1;

Company means the company named on page 1 of this Constitution;

Company Secretary means a secretary appointed under clause 7.4;

Constitution means this constitution of the Company;

Corporations Act means the *Corporations Act 2001* (Cth);

Director means a person for the time being who performs the role of director of the Company appointed under clause 6;

Electronic Voting means an electronic vote of members (including voting using electronic means, computer-mediated voting and voting via electronic mail) conducted in accordance with this Constitution and the Regulations from time to time;

Indemnified Officer has the meaning given in clause 10.5;

Law includes statute, regulation, legislative instrument, rules, standards, proclamation, ordinance or by-law which, by or under statute, bind a person from time to time;

Liability includes cost, charge, loss, damage, expense or penalty;

Member means a person who is a member of the Company pursuant to clause 3.2.1, but does not include a Subscriber Member;

Purpose has the meaning given in clause 1;

Regulations means regulations made by the Board under clause 7.5;

Relevant Laws means Laws regulating the registration, reporting or governance obligations of the Company and includes:

- (a) *Australian Charities and Not-for-profits Commission Act 2012* (Cth);
- (b) *Income Tax Assessment Act 1997* (Cth);
- (c) *Charities Act 2013* (Cth);
- (d) *Health Services Act 1988* (Vic) and the performance standards under that Act;
- (e) *Aged Care Act 1997* (Cth); and
- (f) *National Disability Insurance Scheme Act 2013* (Cth);

Subscriber Member means a person who is a non-voting member of the Company pursuant to clause 3.2.2;

Unacceptable Conduct means conduct of a person which, in the reasonable opinion of the Board:

- (a) is, has been or will be prejudicial to the Company's interests;
- (b) is not that of a fit and proper person or a person of good fame and character;
- (c) is unbecoming of Members, Subscriber Members or Directors of the Company; and
- (d) is conduct similar to the above which is set out in the Regulations; and

Year, in relation to a Director's term of office, means the period of approximately one calendar year between annual general meetings.

11.2 Interpretation

In this Constitution, unless the contrary intention appears:

- 11.2.1 the singular includes the plural and vice versa;
- 11.2.2 words importing one gender include other genders;
- 11.2.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa (whether or not incorporated);
- 11.2.4 a reference to a person includes that person's executors, administrators, successors, substitutes and permitted assigns;
- 11.2.5 a reference to a document or instrument, including this Constitution, includes that document or instrument as novated, altered or replaced from time to time;
- 11.2.6 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 11.2.7 other grammatical forms of defined words or expressions have corresponding meanings;
- 11.2.8 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Constitution;
- 11.2.9 a Member is to be taken to be present at a general meeting if the Member is present in person.

11.3 Interpretation subject to Relevant Laws

- 11.3.1 This Constitution is to be interpreted subject to the Corporations Act and the Relevant Laws. If there is any inconsistency, Relevant Laws prevail.
- 11.3.2 To the extent that Relevant Laws require this Constitution to include provisions so that the Company can hold a registration or exemption status, those provisions are taken to form part of this Constitution.

11.3.3 Provisions which are optional replaceable rules under the Corporations Act do not apply to the Company.

12 TRANSITION

12.1 Application of transitional provisions

Notwithstanding any contrary provision in this Constitution, this clause 12 applies for the Transition Period. This clause 12 will cease to have any effect and is taken to be deleted by members' special resolution at the end of the Transition Period.

12.2 Initial Members

The initial Members will be the initial Directors as set out in clause 12.4 and named in the application to the Australian Securities and Investments Commission to register the Company.

12.3 Initial Subscriber Members

After registration of the Company, the Board must invite the existing members of Central Bayside, Connect and Star, who are eligible and willing to become a Subscriber Member of the Company.

12.4 Initial Board

The initial Directors of the Company will be:

12.4.1 three current directors of Central Bayside; and

12.4.2 three current directors of Connect; and

12.4.3 three current directors of Star,

who have been respectively endorsed by Central Bayside, Connect and Star to be the initial Directors immediately before registering this Company and are listed on the application to the Australian Securities and Investments Commission to register the Company (**Initial Directors**).

12.5 First Board meeting

At the first Board meeting following the incorporation of the Company, the Board must:

12.5.1 appoint a Chair;

12.5.2 by agreement, or in the absence of agreement by drawing lots, determine which Initial Directors will serve the following terms as follows:

- (a) three will serve a term ending at the 2023 annual general meeting (one from each of Central Bayside, Connect and Star);
- (b) three will serve a term ending at the 2024 annual general meeting (one from each of Central Bayside, Connect and Star); and
- (c) three will serve a term ending at the 2025 annual general meeting (one from each of Central Bayside, Connect and Star).

12.6 Staggering of Initial Director terms

During the Transition Period, the appointment of Directors will be staggered as follows:

- 12.6.1 up to three will be appointed at or around the 2023 annual general meeting;
- 12.6.2 up to three will be appointed at or around the 2024 annual general meeting; and
- 12.6.3 up to three will be appointed at or around the 2025 annual general meeting.

12.7 **Transition Definitions**

- 12.7.1 **Central Bayside** means Central Bayside Community Health Services Limited ACN 136 367 505;
- 12.7.2 **Connect** means Bentleigh Bayside Community Health Ltd (trading as Connect Health & Community) ACN 136 370 422;
- 12.7.3 **Star** means Star Health Group Ltd ACN 136 368 771; and
- 12.7.4 **Transition Period** means the period of approximately four years from the Company's registration until the end of the Annual General Meeting convened in 2025.