



Russell Kennedy
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EASTERN VICTORIA GP TRAINING LIMITED



CONSTITUTION

A public company limited by guarantee under the *Corporations Act 2001* (Cth) for the charitable purpose of providing general practice education and training

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Ref SBM 303793-00004

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EASTERN VICTORIA GP TRAINING LIMITED

CONSTITUTION

PART 1 – PURPOSES OF THE COMPANY AND GENERAL MATTERS

1 PURPOSES OF THE COMPANY

1.1 Principal Purpose

The Principal Purpose of the Company is to promote the prevention and control of diseases in human beings, in particular to provide general practice education and training and related services, principally in the eastern regions of Victoria.

1.2 Supporting Purposes

In support of the Principal Purpose, the Supporting Purposes of the Company are to:

- 1.2.1 provide medical education and training programs as a recognised regional training provider;
- 1.2.2 co-operate, collaborate and partner with other organisations with similar purposes to the Principal Purpose to deliver education and training in an efficient, effective and strategic based manner; and
- 1.2.3 do all lawful things consistent with, necessary or desirable to support and further the Principal Purpose.

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

2.1 Income applied for the Purposes

- 2.1.1 The income and property of the Company:
 - (a) must be applied solely towards the Purposes; and
 - (b) must not be paid or given to a Member, directly or indirectly, by way of dividend, bonus or otherwise.
- 2.1.2 Clause 2.1.1 does not prevent the Company from paying a Member or Officer a reasonable and proper amount with the Board's prior approval in good faith for:
 - (a) goods or services supplied to the Company;
 - (b) remuneration payable to an employee of the Company;
 - (c) expenses properly incurred by an Officer in the performance of their duties to the Company;
 - (d) principal and interest at a commercial rate on money lent to the Company; or
 - (e) rent for premises let to the Company.

2.2 Charitable purposes only

Despite anything to the contrary in this Constitution, the Company is established:

- 2.2.1 solely to be a not-for-profit, health promotion charity; and
- 2.2.2 to pursue not-for-profit, health promotion Purposes in Australia.

2.3 Winding up

Subject to clause 2.4, the Company's surplus assets, after satisfying all liabilities on wind up or dissolution:

- 2.3.1 must not be paid or given to Members; and
- 2.3.2 must be paid to one or more funds, authorities or institutions which:
 - (a) have charitable and benevolent purposes similar to the Purposes;
 - (b) prohibit their income and property from being paid to members on at least the terms of this clause 2;
 - (c) are registered with or recognised by the Commissioner as being income tax exempt if the Company had been;
 - (d) are registered with or recognised by the Commissioner as being entitled to receive deductible gifts if the Company could;
 - (e) are selected at or before wind up or dissolution by:
 - (1) special resolution of the Members;
 - (2) failing clause 2.3.2(e)(1), by resolution of the Board;
 - (3) failing clause 2.3.2(e)(2), by application to the Victorian Supreme Court.

2.4 Gift fund

The Company must establish and maintain a gift fund as follows:

- 2.4.1 the gift fund is for pursuing the Purposes;
- 2.4.2 the gift fund must receive all gifts of money or property received by the Company for the Purposes;
- 2.4.3 any money received because of gifts referred to in clause 2.4.2 must be credited to the gift fund's account;
- 2.4.4 the gift fund must not receive any other money or property; and
- 2.4.5 if the Company is wound up or has its deductible gift recipient endorsement revoked (whichever occurs first), the gift fund's surplus assets must be paid to a fund, authority or institution determined according to clause 2.3.2 which is also endorsed on the same basis as the gift fund.

3 LIMITED LIABILITY OF MEMBERS / GUARANTEE

3.1 Liability

A Member's liability is limited to the guaranteed amount in clause 3.2.

3.2 Guaranteed sum

If the Company is wound up, each Member and former Member in the previous year must contribute up to two dollars (\$2) towards:

- 3.2.1 the Company's liabilities contracted before the person ceased to be a Member; and

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

PART 2 – MEMBERSHIP OF THE COMPANY

4 TRANSITIONAL MEMBERSHIP ARRANGEMENTS

4.1 Founding Members until First AGM

4.1.1 During the Transitional Period the Founding Members are the only Members of the Company unless one or both of the Founding Members is wound up or otherwise ceases to exist, in which case, the Founding Members immediately cease to be Members.

4.1.2 Each Founding Member:

- (a) has one vote; and
- (b) must appoint a Nominated Representative to exercise all of the powers that the Founding Member has under this Constitution.

4.2 Duration of transitional membership

Unless clause 4.1.1 applies, the Founding Members cease to be Members at the end of the Transitional Period.

5 ELIGIBILITY FOR MEMBERSHIP AND EQUALITY OF MEMBERS

5.1 Classes of Members and eligibility

5.1.1 Only incorporated bodies are eligible for Membership of the Company.

5.1.2 The following bodies are eligible to become Members of the Company and will be invited by the Board (at a time determined by the Board) to become Members and subject to a body responding in favour of the request, that body will be admitted as a Member, effective from the date their details are entered into the register:

- (a) GPRA;
- (b) GPSA;
- (c) RACGP;
- (d) ACRRM;
- (e) VACCHO;
- (f) University of Melbourne;
- (g) Monash University;
- (h) Gippsland PHN;
- (i) South Eastern Melbourne PHN; and
- (j) Eastern Melbourne PHN.

5.2 Each Member:

5.2.1 has one vote, exercisable by a Nominated Representative appointed by that Member (and whose appointment may be withdrawn by that Member); and

- 5.2.2 must comply with the procedure established by the Company for notification and removal of the Nominated Representative and the procedures for appointment of alternates.

6 MEMBERSHIP GENERALLY

6.1 Changes to Membership

Subject to clause 6.5, a Member may not be removed from, nor a new Member added to the register except by a special resolution of the Members.

6.2 Register of Members

6.2.1 The Company must maintain a register of Members in accordance with the Act and the ACNC Act which contains the following details for current and recent former Members:

- (a) name;
- (b) addresses for notices; and
- (c) membership start and end dates.

6.2.2 The Board may close the register for up to 60 days per Financial Year.

6.2.3 Separate to the register, the Company may maintain a database of personal Member details which are not used for notices.

6.3 Change of Member details

A Member must notify the Company if the Member's addresses for notices change within 28 days of the change.

6.4 Rights of Members not transferrable

Subject to clause 6.5, Membership is not transferable, and ends when the Member ceases to be a Member.

6.5 Recognition of successors

6.5.1 In the case of Members who are subject to a merger, reconstruction, amalgamation or equivalent event, the Board may resolve to confer the rights of the Member who is subject to that event to the successor to that Member and which is recognised by the Board as continuing the substantive functions of its predecessor.

6.5.2 If the Board recognises a successor to a Member, a reference to the former Member in this Constitution is taken to be a reference to the successor.

7 CEASING TO BE A MEMBER

7.1 Resignation of Members

7.1.1 A Member may resign as Member by written notice to the Company.

7.1.2 The resignation takes effect when the Company receives the Member's notice or on a later date specified in the notice.

7.2 Automatic termination of Membership

An incorporated body automatically ceases to be a Member if that body:

- 7.2.1 is deregistered or wound up; or
- 7.2.2 suffers an insolvency event, is unable to pay their debts as they fall due or makes any arrangement or composition with the Member's creditors generally.

8 GRIEVANCES AND DISPUTE RESOLUTION

If there is a dispute between a Member and another Member or between a Member and the Company, the dispute will be managed in accordance with the principles of natural justice and in a fair and equitable manner and the Board has the power to make Regulations for that purpose.

PART 3 – BOARD OF DIRECTORS

9 COMPOSITION OF THE BOARD

The Board consists of not less than six and not more than eleven Directors, being two Eligible Registrar Directors, two Eligible Supervisor Directors, up to four but no less than two Elected Directors and up to three Appointed Directors, who fulfil the eligibility requirements set out in clause 16.

10 TRANSITIONAL BOARD

10.1 Transitional Directors

During the Transitional Period the Board will comprise up to seven Directors, as follows:

- 10.1.1 three Founding Directors appointed by each of the Founding Members, with terms of office designated as being until the end of the first, second or third AGM so as to accommodate the appointments specified in clauses 12 and 13 (or failing such designation, as determined by the Founding Directors appointed by each Founding Member or by lot); and
- 10.1.2 an Independent Chair appointed as a Director for a term expiring at the end of first AGM.

10.2 Chair

- 10.2.1 The Independent Chair may be removed by agreement of the Founding Members.
- 10.2.2 If a vacancy occurs in the office of a Founding Director, the Board must determine whether the position is to be filled and appoint an appropriate person for the balance of the vacated term, having regard to the interests of the Founding Member in their initial appointment.
- 10.2.3 If the office of the Independent Chair falls vacant, the Board may replace that position and choose the replacement or leave the position vacant.
- 10.2.4 The Independent Chair is entitled to act as the chair of meetings of the Board, but in the absence of the Independent Chair, the Board must select another Director to preside.
- 10.2.5 The Director presiding as chair (whether the Independent Chair or another Director) has a substantive vote, but not a casting vote. In the event of an equality of votes on a resolution, that resolution is determined in the negative.

11 INTERIM BOARD – APPOINTMENTS AT FIRST AGM

11.1 Interim Directors

At the first AGM, the following Directors are to be appointed by the Board:

- 11.1.1 two Eligible Registrar Directors, both of whom will have a term until the end of the third AGM;
- 11.1.2 two Eligible Supervisor Directors, both of whom will have a term until the end of the fourth AGM; and
- 11.1.3 three Appointed Directors appointed by the Board from nominations received from Members or at the initiative of the Board subject to compliance with clause 16, appointed by the Board having regard to the selection criteria set out in clause 14 and the skills mix of the other Directors, with one appointment to be until the second AGM, another until the third AGM and the remaining until the end of the fourth AGM, as determined by the Board,

so as to establish an interim Board which consists of the appointed individuals and four Founding Directors.

12 BOARD – APPOINTMENTS AT SECOND AGM

12.1 Elected Directors

At the second AGM, the Members must elect two Elected Directors in accordance with the procedure set out in clause 15 who hold office until the end of the fifth AGM.

12.2 Full Board

The Board will (either before, at or subsequent to the second AGM), appoint persons to fill any positions that have become vacant, either through expiry of their term or as a result of a casual vacancy to ensure that the Board, consists of:

- 12.2.1 two Eligible Registrar Directors;
- 12.2.2 two Eligible Supervisor Directors;
- 12.2.3 two Founding Directors;
- 12.2.4 two Elected Directors; and
- 12.2.5 up to three Appointed Directors.

13 BOARD – APPOINTMENTS AT THIRD AGM AND SUBSEQUENT

13.1 Annual appointments

- 13.1.1 At subsequent AGMs, the Members, must as vacancies occur, elect Elected Directors in accordance with clause 15, so as to have up to four but no less than two Elected Directors.
- 13.1.2 The Board will (either before, at or subsequent to the AGM), appoint persons to fill any positions that have become vacant, either through expiry of their term or as a result of a casual vacancy to ensure that the Board, in addition to Elected Directors, consists of:
 - (a) two Eligible Registrar Directors;
 - (b) two Eligible Supervisor Directors; and
 - (c) up to three Appointed Directors.

13.2 Vacant Elected Director position

If a vacancy exists in the office of an Elected Director, that vacancy will be filled at the next AGM in accordance with clause 15, provided that the Board may fill the vacancy until that time, on a temporary basis.

14 GUIDING PRINCIPLES

14.1 Skills and representative matrix

On selecting suitable applicants for the position of Appointed Director, the Board must strive to ensure that the Board has:

- 14.1.1 sufficient expertise in the areas of finance, law, corporate management and governance and such other areas as the Board thinks fit;
- 14.1.2 regard to the fairness of representation from the geographical Regions served by the Company; and
- 14.1.3 diversity of gender and cultural representation reflecting the geographical Regions served by the Company.

15 ELECTIONS AND APPOINTMENTS

15.1 Election of Elected Directors

- 15.1.1 Nominations of candidates eligible for election as an Elected Director must be in a form and are returnable in a manner determined by the Board and the Board has the power to make Regulations for that purpose.
- 15.1.2 Any person who is eligible for and wishes to nominate for a position as an Elected Director must have their nomination endorsed by a Member, in a form and manner determined by the Board..
- 15.1.3 If the number of nominations of eligible candidates for election does not exceed the number of vacancies, those candidates will be declared elected at the AGM.
- 15.1.4 If the number of nominations of eligible candidates for the position of Elected Director exceeds the number of vacancies, an election must be conducted by means of a ballot in such form and returnable in such manner as the Board determines and the Board has the power to make Regulations for that purpose.
- 15.1.5 On any ballot to elect an Elected Director:
 - (a) all votes must be on the form prescribed by the Board;
 - (b) votes must be tallied in simple form, not a preferential system;
 - (c) the eligible candidates with the most votes will be declared elected; and
 - (d) if votes are tied, the elected candidates are to be determined by lot, conducted by the Board.

15.2 Appointment of other Directors

Subject to this Constitution, the Board must determine any other procedures or matters in relation to the conduct of the appointment of Appointed Directors, Eligible Registrar Directors and Eligible Supervisor Directors, including selection processes, and has the power to make Regulations for that purpose.

16 ELIGIBILITY TO BE A DIRECTOR

16.1 Requirements for appointment

A person is eligible to become a Director (whether to the position of Eligible Registrar Director, Eligible Supervisor Director or Appointed Director appointed by the Board, or an Elected Director) if he or she:

- 16.1.1 is over the age of 18 years;
- 16.1.2 consents in writing to become a Director;
- 16.1.3 is not prohibited or disqualified or otherwise prevented from being a director of a company under the Act or a responsible person of a registered charity under the ACNC Act;
- 16.1.4 is not an employee of the Company;
- 16.1.5 has not served more than nine years as a Director; and
- 16.1.6 resides in Victoria,

16.2 No Membership qualification

A person need not be a Member or a Nominated Representative of a Member to be eligible to become a Director.

17 TERM OF OFFICE OF DIRECTORS / VACANCIES

17.1 Time measured as period between AGMs

Where a Director's term is expressed as years, it means to the end of next AGM in the given year, not a calendar year.

17.2 Fixed terms of office

- 17.2.1 On the expiry of any term, the term of office of an Eligible Registrar Director is two years, an Eligible Supervisor Director is three years and an Appointed Director, three years. An Elected Director will be elected for a period of three years.
- 17.2.2 If at any time there is a vacancy in the office of a Director who has been appointed by the Board (being an Eligible Registrar Director, Eligible Supervisor Director or Appointed Director position), the Board may fill that vacancy for the term of the office vacated by way of appointing an eligible person, and in the case of an Appointed Director, a person who satisfies the criteria set out in clause 14.

PART 4 – DIRECTORS' POWERS AND DUTIES AND PROCEDURES OF THE BOARD

18 BOARD POWERS

18.1 Company powers as a body corporate

- 18.1.1 Solely to carry out the Purposes, the Company may, in any manner permitted by the Act:
 - (a) exercise any power;
 - (b) take any action; and
 - (c) engage in any conduct or procedure,

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

18.1.2 Without limiting clause 18.1.1, the Company may pursue the Purposes by:

- (a) raising money to further the Purposes and secure sufficient funds to pursue the Purposes; and
- (b) receiving any funds and applying those funds in a manner that best attains the Purposes.

18.2 Management vests in Board

18.2.1 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 Act, the ACNC Act or this Constitution required to be exercised by the Members in general meeting.

18.2.2 The powers under clause 18.2.1 are subject to:

- (a) this Constitution;
- (b) the Act and the ACNC Act; and
- (c) such resolution, not being inconsistent with those provisions, as may be passed by the Members in general meeting.

18.2.3 A resolution under clause 18.2.2 does not invalidate any prior act of the Board which would have been valid before the resolution was passed or made.

18.3 Power to delegate

18.3.1 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 27.

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

18.4 Power to appoint Chief Executive Officer

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

18.4.2 The Board may remove a Chief Executive Officer, subject to the terms of any agreement between the Company and the Chief Executive Officer.

18.4.3 The Chief Executive Officer is entitled to attend Board meetings and general meetings, if so directed by the Board from time to time.

18.4.4 The Chief Executive Officer will have the responsibilities determined by the Board.

18.5 Power to appoint Secretary

18.5.1 The Board must appoint at least one Secretary on such terms and conditions as the Board determines from time to time.

18.5.2 A Secretary may attend Board meetings and general meetings, if so directed by the Board from time to time.

18.5.3 The Secretary will have the responsibilities set out in the Act and the ACNC Act.

18.6 Power to make Regulations

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

18.6.2 The Regulations for the time being in force, and which are not inconsistent with this Constitution, are binding on Members and have full effect accordingly.

19 DUTIES OF DIRECTORS

Each Director must comply with their duties at law and under the Act and the ACNC Act.

20 OFFICE BEARERS

20.1 Positions

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

- (a) Chair; and
- (b) Deputy Chair.

20.1.2 The office bearers hold office for one year, but are eligible for re-appointment.

20.2 Vacancy

The office of an office bearer becomes vacant if the person is no longer a Director and the Board must elect another Director to fill the vacant office.

21 CEASING TO BE A DIRECTOR

21.1 Resignation of Directors

21.1.1 A Director may resign as Director by written notice to the Company.

21.1.2 The resignation takes effect when the Company receives the Director's notice or on a later date specified in the notice.

21.2 End of office

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

21.2.2 A directorship automatically ceases if the Director:

- (a) becomes an employee of the Company (other than solely by reason of their position on the Board being deemed to create an employee relationship, if that is the case);
- (b) receives a payment from the Company other than in accordance with this Constitution;
- (c) dies or is physically incapable of fulfilling his or her duties as a Director;
- (d) becomes disqualified from being a director pursuant to the Act or ACNC Act;
- (e) for more than three consecutive meetings (excluding urgent meetings) is absent without permission of the Board from meetings of the Board held during that period, unless the Board decides otherwise;

- (f) becomes a bankrupt or makes any arrangement or composition with personal creditors generally; or
- (g) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health.

22 DIRECTOR REMUNERATION AND REIMBURSEMENTS

22.1 Permitted payments

Despite clause 2.1.1:

- 22.1.1 the Directors may be paid reasonable remuneration for undertaking the ordinary duties of a Director, which must be in line with and not exceed the then current remuneration guidelines and policies applicable to an organisation of the type and kind of the Company or in the absence of any such guidelines and policies, those nearest to the type and kind of the Company, including guidelines and policies for government bodies or government appointments. The Directors must not otherwise be paid any other remuneration for those duties;
- 22.1.2 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
- 22.1.3 the Directors may be paid for any service rendered to the Company in a professional or technical capacity outside the scope of the ordinary duties of a Director where:
 - (a) the service and amount payable is on reasonable and proper terms; and
 - (b) the provision of that service has the Board's prior approval.

23 BOARD MEETINGS

Subject to this clause 23, the Board may meet to consider business, adjourn and otherwise regulate its meetings as it thinks fit.

23.1 Number of meetings

The Board must meet at least six times per year.

23.2 Convening meetings

The Secretary must arrange a Board meeting:

- 23.2.1 at the request of the Chair; or
- 23.2.2 on the requisition of three or more Directors.

23.3 Notice of meeting

- 23.3.1 At least six business days' notice of any Board meeting must be given unless the Board decides otherwise or in emergencies.
- 23.3.2 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 five business days' before the meeting.
- 23.3.3 The decision of the meeting chair as to whether business is routine is conclusive.

23.4 Quorum

- 23.4.1 The quorum for a Board meeting is a majority of the then current Directors (not counting any Director who has leave of absence) rounded up to a whole number.
- 23.4.2 If a Board meeting is adjourned due to lack of quorum, the Chair must set a further date for the adjourned meeting.

23.5 Chair

- 23.5.1 The Chair may chair a Board meeting.
- 23.5.2 If the Chair is absent the Deputy Chair may chair.
- 23.5.3 In the absence of the Chair and the Deputy Chair, the Directors may appoint a meeting chair from among their number.
- 23.5.4 The Director acting as chair has a substantive vote but not a casting vote. Any resolution with an equality of votes is determined in the negative.

23.6 Voting – Directors and Chair

Each Director present and entitled to vote at a Board meeting has one vote. A Director is not entitled to appoint an alternate director nor a proxy to exercise a vote or any powers of a Director.

23.7 Use of technology

The Board may hold a technology enabled meeting if:

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

23.8 Circulating resolutions

- 23.8.1 A written resolution signed or approved by technological means (other than any Director on leave of absence or who has a conflict of interest) is taken to be a decision of the Board passed at a Board meeting convened and held.
- 23.8.2 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 one of the documents; 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 his or her approval.

24 CONFLICTS AND PERSONAL INTERESTS**24.1 Disclosure of interests**

A Director who has a material personal interest in a matter that relates to the affairs of the Company must give the other Directors notice of the interest unless the ACNC Act or the Act require otherwise.

24.2 Deliberation and decision making

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, unless permitted to do so under the ACNC Act or the Act.

25 RESPONSIBILITY OF BOARD TO ENSURE MINUTES OF ALL MEETINGS**25.1 Minute book**

25.1.1 The Board must ensure that minutes of all proceedings of general, Board and committee meetings are recorded in a minute book within one month after the relevant meeting is held.

25.1.2 The minutes must be signed by the meeting chair at which the proceedings took place or by the meeting chair of the next succeeding meeting.

25.2 Evidence of events

Minutes entered and signed are prima facie evidence of the proceedings to which they relates.

26 VALIDITY OF ACTS / PROCEDURAL DEFECTS**26.1 Decisions valid**

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

26.2 Minutes reflect proceedings

For entered and signed minutes, unless the contrary is proved:

26.2.1 the meeting is deemed to have been convened and held;

26.2.2 all proceedings that are recorded in the minutes as having taken place are deemed to have taken place; and

26.2.3 all appointments that are recorded in the minutes as having been made are deemed to have been validly made.

27 COMMITTEES**27.1 Requirements on forming a committee**

The Board may establish any committee it sees fit, but must set out:

27.1.1 its terms of reference;

27.1.2 its membership; and

27.1.3 its reporting requirements.

PART 5 – GENERAL MEETINGS OF COMPANY GENERAL MEETINGS**28 GENERAL MEETINGS****28.1 Convening meetings — annual / special**

28.1.1 General meetings other than annual general meetings are called special general meetings.

28.1.2 The Board must convene and hold annual and special general meetings of the Members if required by the Act and the ACNC Act.

28.1.3 The Board, the Chair or any three Directors may convene special general meetings of the Members.

28.2 Ordinary and special business

28.2.1 The ordinary business of an annual general meeting is to:

- (a) consider the Board's, financial and auditor's report;
- (b) declare the Director election results;
- (c) appoint an auditor if that office has or will become vacant at the meeting; and
- (d) consider any other matter required by the Act or the ACNC Act.

28.2.2 Special business means:

- (a) for an annual general meeting — business which is not ordinary business according to clause 28.2.1; and
- (b) for a special general meeting — all business specified in the notice of meeting.

28.2.3 Subject to the Act and the ACNC Act, the notice of meeting must specify the general nature of any special business.

28.3 Notice of meeting

28.3.1 Subject to the ACNC Act and the Act, at least 21 days' notice of any general meeting must be given specifying the place, date and time of the meeting.

28.3.2 Notice of every general meeting must be given in accordance with clause 29.5 only to:

- (a) every Director;
- (b) every entitled Member who supplied an address for notices to the Company; and
- (c) the Company's auditor.

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

28.3.4 A general meeting and any resolution passed at the meeting is not invalid merely because of:

- (a) the accidental omission to give notice of the meeting; or
- (b) the non-receipt of any such notice.

28.4 Postponement

28.4.1 The Board may postpone, relocate or cancel a general meeting which it convened by giving at least 5 days' notice to the Members.

28.4.2 Clause 28.4.1 does not apply to a meeting requisitioned by Members or convened by the Members, by individual Directors under clause 28.1.3 or by court order.

28.5 Quorum

- 28.5.1 A general meeting may not transact business unless a quorum is present when the meeting proceeds to business.
- 28.5.2 The quorum for general meetings is such number of Members holding no less than four votes between them, represented by a Registrar Representative, Supervisor Representative or other Nominated Representative.
- 28.5.3 If a quorum is not present within half an hour 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 28.7).
- 28.5.4 If a quorum of such number of Members holding no less than three votes between them is not present within 30 minutes from the scheduled time to start the adjourned meeting, the meeting is dissolved.

28.6 Meeting chair

- 28.6.1 The Chair may chair a general meeting.
- 28.6.2 If the Chair is not present and willing to act the Deputy Chair may chair.
- 28.6.3 If the Chair and Deputy Chair are not present and willing to act:
- (a) the Directors present may choose one of their number to chair the meeting; and
 - (b) if no Director is present, or if all the Directors present decline to chair, the Members present must choose one of their number to chair.
- 28.6.4 In addition to powers conferred by law, the meeting chair may:
- (a) determine the meeting's conduct and procedures to ensure proper and orderly discussion or debate;
 - (b) make rulings without putting a question to the vote, or terminate discussion or debate and require that matter to be put to a vote;
 - (c) refuse to allow debate or discussion on any matter which is not ordinary or special business; and
 - (d) refuse any person admission to a general meeting (whether for causing offence or disruption), or expel the person from the general meeting and not permit them to return.
- 28.6.5 All procedural decisions by the meeting chair are final.

28.7 Adjournment

- 28.7.1 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 from time to time and from place to place.

- 28.7.2 The adjourned meeting may only transact unfinished business from the original meeting.
- 28.7.3 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.

28.8 Voting – show of hands / poll

- 28.8.1 A resolution put to the vote of the general meeting must be decided by a show of hands unless a poll is demanded pursuant to clause 28.8.3.
- 28.8.2 A declaration by the meeting chair that a resolution has on a show of hands been carried, carried unanimously, carried by a particular majority or lost, and an entry to that effect made in the minutes is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 28.8.3 A poll must be held on a resolution before the general meeting if demanded on or before the meeting chair declaring the result by such number of Members holding three or more votes between them Members present in person and entitled to vote.
- 28.8.4 The demand for a poll may be withdrawn.
- 28.8.5 If a poll is demanded:
- (a) when electing a meeting chair or on a question of adjournment, it must be taken immediately; and
 - (b) otherwise, it must be taken at the general meeting at which it is demanded (or at its adjournment), in such manner as the meeting chair directs.
- 28.8.6 Any dispute regarding voting must be referred to the meeting chair, whose decision is final.

28.9 Proxies

- 28.9.1 A Member may appoint a proxy to act on the Member's behalf at any general meeting at which that Member may attend and vote.
- 28.9.2 A proxy must be a Member.
- 28.9.3 For the instrument appointing a proxy to be valid, it must be:
- (a) in writing and signed by the appointor;
 - (b) in a Board approved form consistent with the Act and the ACNC Act; and
 - (c) lodged with the Company at least 48 hours before the time for holding the meeting or adjourned meeting.
- 28.9.4 A vote given according to the proxy instrument is valid despite:
- (a) the death, or unsoundness of mind, of the appointor; or
 - (b) revocation of the instrument or of the authority under which the instrument was executed,

if no knowledge in writing of that fact was received by the Company before commencing the meeting or adjourned meeting at which the instrument is used.

28.10 Use of technology

General meetings may be held at more than one place, provided that the technology that is used enables each Member present at all places the meeting is held to clearly and simultaneously communicate with every other such Member.

28.11 Circular resolutions

28.11.1 Subject to the requirements of the Act as to special resolutions and the ACNC Act, 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.

28.11.2 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.

PART 6 – MISCELLANEOUS MATTERS

29 ADMINISTRATION

29.1 Amendment of constitution

29.1.1 The Members may amend this Constitution by special resolution.

29.1.2 Notwithstanding clause 29.1.1, the Company will:

- (a) comply with the terms pursuant to which any concession, endorsement, licence or authority or approval is held or enjoyed or might be held or enjoyed by the Company; and
- (b) obtain all necessary consents and approvals to any amendment of this Constitution.

29.2 Accounts

The Board must cause:

- 29.2.1 proper accounting and other records to be kept in accordance with the requirements of the Act and the ACNC Act; and
- 29.2.2 financial statements to be made and laid before each annual general meeting as required by the Act and the ACNC Act.

29.3 Audits

A properly qualified auditor must be appointed and the auditor's duties regulated in accordance with the requirements of the Act and the ACNC Act.

29.4 Records and inspection

A Member (other than a Director) is not entitled to inspect any document of the Company, except as provided by law or authorised by the Board.

29.5 Service of notices

- 29.5.1 A notice may be given by the Company to any Member:
- (a) personally;
 - (b) by sending it by post to the Member at the Member's registered address; or
 - (c) by sending it to the address, facsimile number, e-mail address or other address supplied for receiving notices.
- 29.5.2 A notice sent by post is deemed to have been given three 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.

29.6 Indemnity of officers

- 29.6.1 To the Relevant Extent, the Company must indemnify current and former Officers out of its assets against any Liability incurred by the Officer in or arising out of:
- (a) the conduct of the Company's affairs or business; or
 - (b) the discharge of the Officer's duties,
- unless the Liability arises out of conduct involving a lack of good faith.
- 29.6.2 To the Relevant Extent, the Company may execute any deed in favour of any current or former Officer to confirm the indemnities conferred by clause 29.6.1 in relation to that person to the extent the law does not preclude the Company from doing so.
- 29.6.3 Clause 29.6.1 applies whether or not any deed is executed under clause 29.6.2.

29.7 Insurance

To the Relevant Extent:

- 29.7.1 the Company may pay or agree to pay premiums for directors and officers insurance to insure current or former Officers against any Liability incurred by the Officer in or arising out of:
- (a) the conduct of the Company's affairs or business; or
 - (b) the discharge of the Officer's duties; and
- 29.7.2 the Company may execute any deed in favour of any current or former Officer to take out insurance referred to in clause 29.7.1, on such terms as the Board considers appropriate.

29.8 Company seal

- 29.8.1 The Board will determine whether or not the Company is to have a common seal and, if so, will provide for the safe custody of such seal.
- 29.8.2 The common seal, if any, of the Company must only be affixed to any instrument with the authority of the Board.
- 29.8.3 The affixing of the common seal must be attested by the signatures of persons authorised by the Board for that purpose.

29.9 Authorised signatories

If a document is not executed under seal, it may be executed by the Company by way of:

- 29.9.1 being signed by two members of the Board;
- 29.9.2 being signed by a Director and a nominee of the Board; or
- 29.9.3 such other means as the Board approves or ratifies in writing, from time to time.

29.10 Definitions

In this Constitution:

“**ACNC Act**” means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth);

“**ACRRM**” means the Victorian division of the Australian College of Rural and Remote Medicine ACN 078 081 848 ABN 12 078 081 848;

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

“**AGM**” means an annual general meeting of the Members;

“**Appointed Director**” means a Director appointed to the Board by the Board under this Constitution;

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

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

“**Constitution**” means this constitution of the Company;

“**Commissioner**” means:

- (a) the Commissioner of Taxation, a Second Commissioner of Taxation or a Deputy Commissioner of Taxation for the purposes of the ITAA, if that Commissioner has responsibility for the tax or charitable status of the Company; or
- (b) the Commissioner of the Australian Charities and Not-for-Profits Commission for the purposes of the ACNC Act, if that Commissioner has responsibility for the tax or charitable status of the Company;

“**Director**” means a person for the time being who performs the role of director of the Company;

“**Eastern Melbourne PHN**” means the Eastern Melbourne Primary Health Network;

“**Elected Director**” means a Director elected to the Board by the Members under this Constitution;

“**Eligible Registrar**” means a Registrar who is either:

- (a) undertaking the general pathway and therefore working in an urban area; or
- (b) undertaking the rural pathway and therefore working in a rural area,

provided that any one time there can only be one general pathway Registrar Director and one rural pathway Registrar Director, with the eligibility criteria for each vacated position applied accordingly;

“**Eligible Registrar Director**” means an Eligible Registrar appointed to the Board by the Board under this Constitution;

“Eligible Supervisor” means a Supervisor who is either:

- (a) the supervisor of a Registrar undertaking the general pathway and therefore working in an urban area; or
- (b) the supervisor of a Registrar undertaking the rural pathway and therefore working in a rural area,

provided that any one time there can only be one general pathway Supervisor Director and one rural pathway Supervisor Director, with the eligibility criteria for each vacated position applied accordingly;

“Eligible Supervisor Director” means an Eligible Supervisor appointed to the Board by the Board under this Constitution;

“Financial Year” means each financial year adopted by the Company;

“Founding Director” means a Director appointed to the position of ‘Founding Director’ under clause 10.1 and where the context permits, includes any person appointed to fill a vacancy;

“Founding Member” means, where the context permits, SGPT and/or VMA;

“Gippsland PHN” means the Gippsland Primary Health Network ACN 155 514 702 ABN 52 155 514 702;

“GPRA” means General Practice Registrars Australia Limited ACN 108 076 704 ABN 60 108 076 704;

“GPSA” means General Practice Supervisors Australia Pty Ltd ACN 164 217 592 ABN 97 164 217 592;

“Independent Chair” means a Director appointed to the position of ‘Independent Chair’ by a Founding Member under clause 10.1.2;

“ITAA” means the *Income Tax Assessment Act 1997* (Cth);

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

“Member” means a person who is a member of the Company and “Membership” has a corresponding meaning;

“Monash University” means Monash University ABN 12 377 614 012;

“Nominated Representative” means any person appointed from time to time by a body corporate Member in accordance with this Constitution or the Act to represent that Member for the purposes of the Company and includes a standing appointment;

“Officer” has the meaning given in the Act;

“Principal Purpose” has the meaning given in clause 1.1;

“Purposes” means the Principal Purpose and the Supporting Purposes;

“Regions” means the training areas which are serviced by the Company, as determined by the Board from time to time;

“RACGP” means the Victorian division of The Royal Australian College of General Practitioners ACN 000 223 807 ABN 34 000 223 807;

“Registrar” means a registered medical practitioner enrolled as a registrar of the Australian General Practice Training Programme and who:

- (a) holds a general practice training position in a general or rural pathway overseen or administered by the Company; and
- (b) meets all regulatory requirements and professional standards, codes and guidelines for that position;

“**Regulations**” means regulations made by the Board under clause 18.6;

“**Secretary**” means a secretary appointed under clause 18.5;

“**SGPT**” means Southern GP Training Limited ACN 099 117 638 ABN 32 099 117 638;

“**South Eastern Melbourne PHN**” means the South Eastern Melbourne Primary Health Network ACN 603 858 751 ABN 65 603 858 751;

“**Supervisor**” means a current general practitioner who:

- (a) is recognised by the Company as a supervisor of a Registrar for the Australian general practice training programme; and
- (b) meets all regulatory requirements and professional standards, codes and guidelines for that role;

“**Supporting Purposes**” has the meaning given in clause 1.2;

“**To the Relevant Extent**” means to the extent:

- (a) the Company is not precluded from doing so by law (including the Act);
- (b) the Officer is not otherwise entitled to be indemnified and is not otherwise actually indemnified by a third party; and
- (c) is not a Liability for costs and expenses incurred by the Officer in connection with an unsuccessful application for relief or in defending civil or criminal proceedings in which judgement is given against the Officer or in which the Officer is not acquitted;

“**Transitional Period**” means the period commencing on date the Company is incorporated and ending at the conclusion of the first AGM after that date;

“**University of Melbourne**” means University of Melbourne ABN 84 002 705 224;

“**VACCHO**” means the Victorian Aboriginal Community Controlled Health Organisation Inc A0033017C ABN 67 498 114 972; and

“**VMA**” means Victorian Metropolitan Alliance Limited ACN 098 864 058 ABN 16 098 564 058.

29.11 Interpretation rules

Unless the contrary intention appears in this Constitution:

- 29.11.1 words importing the singular include the plural, and words importing the plural include the singular;
- 29.11.2 words importing a gender include every other gender;
- 29.11.3 words used to denote persons generally or importing a natural person include any company, corporation, body corporate or other body (whether or not the body is incorporated);
- 29.11.4 a reference to a person includes that person’s permitted successors, legal personal representatives and permitted transferees;
- 29.11.5 a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying,

consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;

29.11.6 where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings; and

29.11.7 headings and bold text are for convenience only and do not affect its interpretation.

29.12 Application of Act

29.12.1 The Constitution is to be interpreted subject to the Act. However, the rules that apply as replaceable rules to companies under the Act do not apply to the Company.

29.12.2 Unless the contrary intention appears, a word or expression in a clause that is defined in section 9 of the Act has the same meaning in the Constitution as in that section.

29.13 Application of ACNC Act

The Constitution is to be interpreted subject to the ACNC Act.