

Constitution of the
Queensland
Aboriginal &
Islander Health
Council

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PRELIMINARY

1 Definitions

- 1.1 The words and phrases used in this Constitution have the meanings set out at Schedule 1.
- 1.2 Subject to clause 1.1, in this Constitution, except where the context otherwise requires, an expression in a clause of this Constitution has the same meaning as in the Corporations Act. Where the expression has more than one meaning in the Corporations Act and a provision of the Corporations Act deals with the same matter as a clause of this Constitution, that expression has the same meaning as in that provision.

2 Interpretation

In this Constitution, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Constitution, and a reference to this Constitution includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (f) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions; and
- (g) a reference to a provision of the Acts or the ITAA will be taken to be a reference to any successors to those provisions.

3 Replaceable rules

To the extent permitted by law, the replaceable rules in the Corporations Act do not apply to the Company.

OBJECTS

4 Objects

- 4.1 The Company is established to be a not-for-profit charitable institution whose objects are to:
- (a) fulfil the functions of a peak state body representing as well as directly responding to the needs and interests of Aboriginal and Torres Strait Islander Community Controlled Health Services;
 - (b) provide education, training and other services to support and assist the

Aboriginal and Torres Strait Islander Community Controlled Health Services and other organisations involved in promoting health in the Community;

- (c) assist the advancement of the social determinants that impact on the health of Aboriginal or Torres Strait Islander people ;
- (d) assist and support the delivery of holistic and culturally appropriate Health Related Services;
- (e) deliver education and training to Aboriginal or Torres Strait Islander people;
- (f) support the reduction of poverty within the Community to assist in the improvement of Aboriginal and Torres Strait Islander Health; and
- (g) advance Aboriginal and Torres Strait Islander culture to enable the regaining or sustaining of Community health and well-being.

4.2 The Company may only exercise the powers in section 124(1) of the Corporations Act to:

- (a) carry out the objects in this clause; and
- (b) do all things incidental or convenient in relation to the exercise of power under clause 4.2(a).

MEMBERSHIP

5 Admission

5.1 The number of Members of the Company is unlimited.

5.2 Subject to clauses 5.6, 5.7 and 10, the Members of the Company are:

- (a) Members of the Company as at the Registration Date; and
- (b) any other organisation that is eligible under clauses 5.3 [Full Member], and 5.4 [Regional Member] which the Board admits to membership in accordance with this Constitution.

5.3 An organisation is eligible to become a Full Member if the organisation consents to be a Member and:

- (a) is an Aboriginal and Torres Strait Islander Community Controlled Health Service engaged in the delivery of Primary Health Care services;
- (b) is committed and adheres to the definition of Aboriginal and Torres Strait Islander Health contained in this Constitution;
- (c) is headquartered in Queensland; and
- (d) agrees to assume the liability to pay the Members' guarantee set out in clause 64.1.

5.4 An organisation is eligible to become a Regional Member if the organisation consents to be a Member and:

- (a) is an Aboriginal and Torres Strait Islander Community Controlled Regional Body;

- (b) is committed and adheres to the definition of Aboriginal and Torres Strait Islander Health contained in this Constitution;
 - (c) has in its constitution, objects similar to, or consistent with the following:
 - (i) support the delivery of Primary Health Care services by member organisations in its Region;
 - (ii) develop and coordinate support and infrastructure for, and facilitate collaboration and discussion between, member organisations in the Region to enhance their capacity for service delivery and reduce administrative burden;
 - (iii) advocate for policy and procedural enhancement on matters relating to Aboriginal Health in the Region; and
 - (iv) undertake or support strategic research focused on pursuing the highest attainable standard of physical and mental health and well-being for Aboriginal and Torres Strait Islanders in the Region;
 - (d) is headquartered in Queensland; and
 - (e) agrees to assume the liability to pay the Members' guarantee set out in clause 64.1.
- 5.5 There can only be one Regional Member in each Region at any given time.
- 5.6 Any Member who was a Full Member prior to the date of first registration of this Constitution with this clause in it (**Registration Date**) but does not meet the eligibility requirements in clause 5.3 will remain a Full Member for a period of 24 months after the Registration Date (**Transition Period**). If at the end of the Transition Period the Full Member still does not meet the eligibility requirements for a Full Member that Member will immediately cease to be a Member on and from the date of expiry of the Transition Period.
- 5.7 Any Member who was an Associate Member or Affiliate Member at the Registration Date will immediately cease to be a Member on and from the Registration Date.
- 5.8 Applications for membership of the Company must be in the Approved Form, be completed, signed and submitted by the applicant to the Company Secretary and include:
- (a) a copy of the current constitution or constituent document of the applicant;
 - (b) a statement that they meet the eligibility criteria for admission as a Full Member or Regional Member as the case may be;
 - (c) a written commitment that at all times while a member of the Company the applicant will abide by:
 - (i) this Constitution; and
 - (ii) the Members' Charter; and
 - (d) its consent to becoming a Member and assuming the liability to pay the guarantee under clause 64.1.
- 5.9 The Board will consider each application for membership at the next Board meeting after the application is received. In considering an application for membership, the Board may:
- (a) accept or reject the application; or

- (b) ask the applicant to give more evidence of eligibility for membership or to provide additional information to clarify any matter in relation to its application.
- 5.10 If the Board asks for more evidence or information under clause 5.9(b), its determination of the application for membership is deferred until the evidence or information is given.
- 5.11 The Board does not have to give any reason for rejecting an application for membership.
- 5.12 As soon as practicable following the acceptance or rejection of an application for membership, the Company Secretary will send the applicant written notice of the acceptance or rejection (as applicable) of membership.
- 5.13 A notice of acceptance for Full Members and Regional Members will include notification of the Region assigned to the Member.

6 Register of Members

- 6.1 Upon admission of an organisation as a Member, the organisation will be entered into the Register.
- 6.2 The Company Secretary must maintain the Register which must include:
- (a) the name and address of each Member;
 - (b) the type of membership of each Member and the date of any change of membership type;
 - (c) the name and address of each Member's Delegate;
 - (d) the date on which each Member was admitted as a member of the Company;
 - (e) the date (where applicable) when each Member resigns or ceases to be a Member of the Company; and
 - (f) where a Member is readmitted after previously resigning or having their membership terminated, this will be recorded in conjunction with the dates of their original admission, termination or resignation and readmission.
- 6.3 The Register must be kept and made available in accordance with the Acts.
- 6.4 Members must notify the Company Secretary of any change of any of its details that are recorded in the Register as soon as reasonably practicable.

7 Rights of Members

- 7.1 Subject to clause 9.9, Full Members and Regional Members are entitled to:
- (a) appoint a Delegate under clause 12;
 - (b) receive notices of general meetings of the Company; and
 - (c) speak and vote at general meetings of the Company through its Delegate.
- 7.2 No Member may use the name of the Company in support of any political campaign, or in support of any candidate for public office, other than with

written consent of the Board.

7.3 The rights and privileges of every Member:

- (a) are personal to each Member and are not transferable by the Member's own act or by operation of law; and
- (b) ceases on cessation of the Member's membership.

8 Member complaints

8.1 A Member may make a complaint to the Board where the Member believes that another Member:

- (a) has persistently refused or neglected to comply with this Constitution; or
- (b) has acted in a manner that would be grounds for suspension or expulsion pursuant to clause 9.1.

8.2 Upon receiving a complaint under clause 8.1, the Board must cause a notice of the complaint to be served on the Member that is the subject of the complaint.

8.3 The Board must:

- (a) give the Member at least 15 Business Days from the time the notice is served within which to make submissions to the Board in response to the complaint; and
- (b) take into consideration any submissions made by the Member in accordance with clause 8.3(a).

8.4 After considering the complaint and any submissions in connection with the complaint the Board may:

- (a) suspend or expel a Member involved in the complaint pursuant to clause 9;
- (b) dismiss the complaint; or
- (c) issue a formal warning to either Member involved in the complaint.

9 Suspension or expulsion of a Member

9.1 The Board may resolve to suspend a Member's membership for a period of time and may require certain conditions be met for the suspension to be lifted, or expel the Member and cancel the Member's membership, if the Member:

- (a) does not comply with this Constitution;
- (b) in the opinion of the Board, is no longer eligible to be a Member in accordance with clauses 5.3 [Full Member] or 5.4 [Regional Member];
- (c) has committed any act or omission that will, in the opinion of the Board be injurious to the reputation or interests or activities of the Company;
- (d) violates any of the Company's policies and procedures that apply to the Member, including the Members' Charter;
- (e) makes false representations to the Company;
- (f) steals from the Company;
- (g) makes any unauthorised comment to the media in relation to the

Company;

- (h) wilfully damages or destroys property or removes property belonging to the Company;
 - (i) is suspended under clause 8.4(a);
 - (j) has not replaced a Delegate suspended or expelled under clause 13.2; or
 - (k) has an administrator appointed to administer the Member's financial, legal and business affairs.
- 9.2 If the Board resolves to suspend the Member, the Board may suspend the Member's membership:
- (a) for such period of time the Board thinks fit; and
 - (b) require certain conditions are met before the Member's membership is reinstated.
- 9.3 A decision to suspend or expel a Member pursuant to clause 9.1 will take effect immediately.
- 9.4 The Company Secretary must give prompt written notice of the suspension or expulsion to the Member.
- 9.5 A suspended or expelled Member may appeal its suspension or expulsion by giving notice to the Company Secretary within 10 Business Days of receiving the notice of suspension or expulsion.
- 9.6 The Member may, in conjunction with the notice given under clause 9.5, give a statement of the grounds which the Member intends to rely upon for the purposes of the appeal.
- 9.7 At the next general meeting of the Company held after the Member gives notice under clause 9.5:
- (a) the Member appealing its suspension or expulsion will be given an opportunity at the general meeting to present the Member's case fully, either through its Delegate or through another Member's Delegate nominated for the purpose and a representative of the Board may present the Board's case in response; and
 - (b) the Members at the general meeting may:
 - (i) in the case of a suspended Member, vote to lift or affirm the suspension; or
 - (ii) in the case of an expelled Member, vote by Special Resolution to reinstate the expelled Member's membership,and the decision of the Members at that general meeting is final.
- 9.8 A Member will remain suspended until the earlier of:
- (a) the date the Members resolve to lift the suspension the Member's membership under clause 9.7(b)(i);
 - (b) if conditions must be satisfied to lift the suspension, the date that the conditions are satisfied; or
 - (c) when the Member ceases to be a Member for any reason.
- 9.9 Any Member suspended in accordance with this clause 9, during suspension is not permitted to:

- (a) vote at a Members' meeting;
- (b) use the Company's premises;
- (c) use any of the Company's property; or
- (d) participate in any of the activities of the Company other than as a legitimate client of the Company.

10 Ceasing to be a Member

10.1 A Member's membership of the Company will cease:

- (a) if the Member gives the Company Secretary written notice of resignation, on the later of:
 - (i) the date of receipt of that notice by the Company Secretary; or
 - (ii) the date of resignation specified on the notice;
- (b) if a suspended Member does not satisfy the conditions of suspension within the required timeframe, on the expiry of that timeframe;
- (c) if a Member is expelled in accordance with clause 9, on the date the resolution is passed by the Board to expel the Member;
- (d) if a liquidator is appointed in connection with the winding up of the Member, the date of appointment of the liquidator;
- (e) if the Member is deregistered, on the date of deregistration; or
- (f) if an order is made by a court for the winding up or deregistration of the Member, on the date of the court order.

10.2 Any Member ceasing to be a Member:

- (a) will not be entitled to have any claim upon any portion of the property or assets of the Company;
- (b) will remain liable for and will pay to the Company all fees and moneys which were due at the date of ceasing to be a Member; and
- (c) is not permitted to:
 - (i) use the Company's premises;
 - (ii) use any of the Company's property; and
 - (iii) participate in any of the activities of the Company other than as a legitimate client of the Company.

11 Powers of attorney

11.1 If a Member executes or proposes to execute any document or does any act by or through an attorney that affects the Company or the Member's membership in the Company, that Member must deliver the instrument appointing the attorney to the Company Secretary for notation.

11.2 If the Company Secretary asks the Member to file with it a certified copy of the instrument for the Company to retain, the Member must promptly comply with that request.

11.3 The Company Secretary or the Board may ask for whatever evidence it thinks appropriate that the power of attorney is effective and continues to be in force.

12 Delegates

- 12.1 Each Full Member and Regional Member may, by written notice to the Company Secretary:
- (a) appoint an eligible person as its Delegate to act as its representative in all matters connected with the exercise of the Members rights as a member of the Company, as permitted by the Corporations Act and subject to clause 13.2; and
 - (b) remove and replace its Delegate.
- 12.2 Each Delegate of a Full Member and Regional Member is entitled to:
- (a) exercise at a general meeting all the powers that the Member that appointed him or her could exercise as if the Member were a natural person;
 - (b) stand for election as a Director; and
 - (c) be counted towards a quorum on the basis that the Member is to be considered personally present at a general meeting by its Delegate.
- 12.3 Only one Delegate may act on behalf of each Member at any one time.
- 12.4 Written notice on the Member's letterhead signed by the chairperson or chief executive officer (or equivalent) is rebuttable evidence of the appointment, removal or replacement (as appropriate) of a Delegate.
- 12.5 The chairperson of a general meeting may allow a Delegate of a Full Member or Regional Member to vote on the condition that he or she subsequently establishes his or her status as a Delegate within a period prescribed by and to the satisfaction of the chairperson of the general meeting.
- 12.6 The appointment of a Delegate may set out restrictions on the Delegate's powers.
- 12.7 To be eligible to be appointed as a Delegate a person must:
- (a) be at least 18 years of age;
 - (b) be of Aboriginal or Torres Strait Islander descent;
 - (c) identify as an Aboriginal or Torres Strait Islander;
 - (d) be recognised by their community as an Aboriginal or Torres Strait Islander; and
 - (e) not be currently suspended or previously expelled as a Delegate by the Board under clause 13.

13 Expulsion of Delegates

- 13.1 A Member must ensure that its Delegate complies with this Constitution.
- 13.2 The Board may expel a Delegate if the Delegate:
- (a) does not comply with this Constitution;
 - (b) has committed any act or omission that will, in the opinion of the Board, be injurious to the reputation, interests or activities of the Company;
 - (c) has been convicted of an indictable offence;

- (d) violates any of the Company's policies and procedures, including the Code of Conduct and the Members' Charter;
 - (e) causes harm or threatens to cause harm to a Director, another Delegate or an employee or officer of the Company or a Member;
 - (f) makes false representations to the Company;
 - (g) steals from the Company; or
 - (h) wilfully damages, destroys or removes property belonging to the Company.
- 13.3 If the Board resolves to expel a Delegate, the Company Secretary must give written notice of the expulsion:
- (a) to the Delegate (where the Company has the Delegate's contact details); and
 - (b) to the Delegate's appointing Member, no less than seven days before a general meeting.
- 13.4 The written notice to the Member must specify:
- (a) the reasons for the expulsion of the Delegate; and
 - (b) further action required by the Member (if any).

GENERAL MEETINGS

14 Calling a general meeting

- 14.1 The Board must convene an annual general meeting of the Members within six months after the end of each Financial Year of the Company.
- 14.2 The Board may, whenever it considers it necessary and financially feasible, convene a general meeting of the Company.
- 14.3 A Member may:
- (a) only request the Directors to call a general meeting in accordance with section 249D of the Corporations Act; and
 - (b) not request or call and arrange to hold a general meeting except under section 249E or 249F of the Corporations Act.

15 Notice of general meeting

- 15.1 Subject to the provisions of the Corporations Act allowing general meetings to be held with shorter notice, at least 21 days written notice (exclusive of the day on which the notice is served or deemed to be served and the day of the meeting) of a general meeting must be given to Members.
- 15.2 A notice calling a general meeting:
- (a) must specify the place, date and time of the meeting and if the meeting is to be held in two or more places, the technology that will be used to facilitate this;
 - (b) must state the general nature of the business to be transacted at the meeting;
 - (c) if a Special Resolution is to be proposed at the meeting, state the

- intention to propose the resolution and the resolution; and
- (d) may specify a place and electronic address for the purposes of proxy appointment.
- 15.3 A notice of an annual general meeting:
- (a) need not state that the business to be transacted at the meeting includes:
- (i) the consideration of the annual financial report, Directors' report and the Auditor's report;
 - (ii) the election of Directors (if any); or
 - (iii) the appointment of the Auditor (if any); and
- (b) must specify that the meeting is an annual general meeting.
- 15.4 Subject to clause 15.3, no business other than the business specified in the notice convening the general meeting will be transacted at a general meeting.
- 15.5 The Directors may postpone or cancel any general meeting whenever they think fit (other than a meeting called as the result of a request under clause 14.3).
- 15.6 The Directors must give notice of the postponement or cancellation of a general meeting to all persons referred to in clause 58.1 entitled to receive notices from the Company.
- 15.7 The failure or accidental omission to send a notice of a general meeting (including a proxy appointment form) to any Member or the non-receipt of a notice (or form) by any Member does not invalidate the proceedings, or any resolution passed, at the general meeting.

PROCEEDINGS AT GENERAL MEETINGS

16 Member

16.1 In clauses 16.2, 17, 19 and 24, Member includes a Member present in person or by proxy or Delegate.

16.2 Quorum

- (a) No business may be transacted at a general meeting unless a quorum of Members is present when the meeting proceeds to business.
- (b) A quorum of at least 25% of all Full Members is required for a general meeting and a quorum must be present at all times during the meeting.
- (c) If a quorum is not present within 15 minutes after the time appointed for a general meeting:
- (i) if the meeting was called on the requisition of Members, it is automatically dissolved; or
 - (ii) in any other case it will stand adjourned to the same time and place seven days after the meeting, or to another day, time and place determined by the Directors and if at the adjourned general meeting a quorum is not present at the time appointed for the general meeting, the number of Members present at the adjourned general meeting will be the quorum.

- 16.3 Subject to clause 16.4, a Member that wishes to bring any business for discussion before a general meeting must give notice in writing of that business to the Company Secretary who will, with the approval of the Board, include the business in the next notice calling a general meeting.
- 16.4 If a Member wishes to put a Member's resolution to a general meeting it may only do so in accordance with the Corporations Act.

17 Chairperson

- 17.1 The Chairperson, or in the Chairperson's absence the Deputy Chairperson, of Directors' meetings will be the chairperson at every general meeting.
- 17.2 The Directors present may elect a chairperson of a general meeting if:
- (a) there is no Chairperson or Deputy Chairperson;
 - (b) neither the Chairperson nor Deputy Chairperson is present within 15 minutes after the time appointed for holding the meeting; or
 - (c) the Chairperson and Deputy Chairperson are unwilling to act as chairperson of the meeting.
- 17.3 If no election is made under clause 17.2, then:
- (a) the Members may elect one of the Directors present as chairperson; or
 - (b) if no Director is present or is willing to take the chair, the Members may elect one of the Delegates present as chairperson for the meeting.
- 17.4 If there is a dispute at a general meeting about a question of procedure, the chairperson of the meeting may determine the question.

18 Adjournment

- 18.1 The chairperson of a general meeting at which a quorum is present:
- (a) in his or her discretion may adjourn the meeting with the meeting's consent; and
 - (b) must adjourn the meeting if the meeting directs him or her to do so.
- 18.2 An adjourned meeting may take place at a different venue to the initial meeting.
- 18.3 The only business that can be transacted at an adjourned meeting is the unfinished business of the initial meeting.
- 18.4 Notice of an adjourned meeting must only be given in accordance with clause 15.1 if a meeting has been adjourned for more than 21 days.

19 Decision on questions

- 19.1 Subject to the Corporations Act in relation to special resolutions, a resolution is carried if a majority of the votes cast on the resolution are in favour of the resolution.
- 19.2 A resolution put to the vote of a meeting is decided on a show of hands unless a poll or a secret ballot is demanded under clause 20 and clause 21 respectively or is required by this Constitution.
- 19.3 Unless a poll or a secret ballot is demanded:

- (a) a declaration by the chairperson that a resolution has been carried, carried by a specified majority, or lost; and
 - (b) an entry to that effect in the minutes of the meeting,
- are conclusive evidence of the fact without proof of the number or proportion of the votes in favour of or against the resolution.

19.4 A decision of a general meeting may not be impeached or invalidated on the ground that a person voting at the meeting was not entitled to do so.

20 Taking a poll

- 20.1 A poll will be taken when and in the manner that the chairperson directs.
- 20.2 The result of the poll will be the resolution of the meeting at which the poll was demanded.
- 20.3 The chairperson may determine any dispute about the admission or rejection of a vote.
- 20.4 The chairperson's determination, if made in good faith, will be final and conclusive.
- 20.5 A poll may be demanded by the Delegates of at least two Full Members entitled to vote at the general meeting.
- 20.6 Subject to clause 20.5, a poll demanded on the election of the chairperson of the meeting or on the adjournment of a general meeting must be taken immediately.
- 20.7 After a poll has been demanded at a meeting, the meeting may continue for the transaction of business other than the question on which the poll was demanded.

21 Holding a secret ballot

- 21.1 A secret ballot will be taken when and in the manner that the chairperson directs.
- 21.2 The result of the secret ballot will be the resolution of the meeting at which the secret ballot was demanded.
- 21.3 The chairperson may determine any dispute about the admission or rejection of a vote.
- 21.4 The chairperson's determination, if made in good faith, will be final and conclusive.
- 21.5 A secret ballot may be demanded by the Delegates of at least two Full Members entitled to vote at the general meeting.
- 21.6 Subject to clause 21.5, a secret ballot demanded on the election of the chairperson of the meeting or on the adjournment of a meeting must be taken immediately.
- 21.7 After a secret ballot has been demanded at a meeting, the meeting may continue for the transaction of business other than the question on which the secret ballot was demanded.

22 Casting vote of Chairperson

The chairperson will not have a casting vote in addition to any vote the chairperson may have as the Delegate or proxy of a Member.

23 Offensive material

A person may be refused admission to, or required to leave and not return to, a meeting if the person:

- (a) refuses to permit examination of any article in the person's possession; or
- (b) is in possession of any:
 - (i) electronic or recording device;
 - (ii) placard or banner; or
 - (iii) other article,

which the chairperson considers to be dangerous, offensive or liable to cause disruption.

VOTES OF MEMBERS

24 Entitlement to vote

Subject to clauses 7 and 9.9, each Full Member and Regional Member entitled to vote at a general meeting has one vote.

25 Objections

- 25.1 An objection to the qualification of a voter may only be raised at the general meeting or adjourned meeting at which the voter tendered its vote.
- 25.2 An objection must be referred to the chairperson of the general meeting, whose decision is final.
- 25.3 A vote is valid for all purposes unless it is disqualified by the chairperson under clause 25.2.

26 Votes by proxy

- 26.1 If a Member appoints a proxy, the proxy may:
 - (a) not vote on a show of hands;
 - (b) demand or join in demanding a poll or a secret ballot; and
 - (c) vote on a poll or a secret ballot.
- 26.2 A proxy may vote or abstain as he or she chooses except where the appointment of the proxy directs the way the proxy is to vote on a particular resolution. If a proxy votes at all, the proxy will be deemed to have voted all directed proxies in the manner directed.

27 Document appointing proxy

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- 27.1 An appointment of a proxy is valid if it is signed by the Member making the appointment and contains the information required by section 250A(1) of the Corporations Act. The Directors may determine that an appointment of proxy is valid even if it only contains some of the information required by section 250A(1) of the Corporations Act.
- 27.2 For the purposes of clause 27.1, an appointment received at an electronic address will be taken to be signed by the Member if:
- (a) a personal identification code allocated by the Company to the Member has been input into the appointment; or
 - (b) the appointment has been verified in another manner approved by the Directors.
- 27.3 A proxy's appointment is valid at an adjourned meeting.
- 27.4 A proxy may be appointed for all general meetings or for any number of meetings or for a particular purpose.
- 27.5 Subject to clause 45, unless otherwise provided for in the proxy's appointment, the appointment of the proxy will be taken to confer authority:
- (a) to vote on:
 - (i) any amendment moved to the proposed resolutions and on any motion that the proposed resolution not be put or any similar motion; and
 - (ii) any procedural motion, including any motion to elect the chairperson, to vacate the chair or to adjourn the meeting, even though the appointment may specify the way the proxy is to vote on a particular resolution; and
 - (b) to vote on all motions before the meeting.
- 27.6 If a proxy appointment is signed by the Member but does not name the proxy in whose favour it is given, the chairperson may either exercise the proxy or complete the appointment by inserting the name of one of the Directors.

28 Lodgement of proxy

- 28.1 The written appointment of a proxy must be received by the Company, at least two Business Days (unless otherwise specified in the notice of meeting to which the proxy relates) before:
- (a) the time for holding the meeting or adjourned meeting at which the proxy proposes to vote; or
 - (b) the taking of a poll or secret ballot at which the proxy proposes to vote.
- 28.2 The Company receives an appointment of a proxy when it is received at:
- (a) the Company's registered office;
 - (b) an email address of the Company Secretary; or
 - (c) a place or electronic address specified for that purpose in the notice of meeting.

29 Validity

A vote cast in accordance with an appointment of proxy is valid even if before the vote was cast the appointor:

- (a) died;
- (b) became mentally incapacitated; or
- (c) revoked the proxy or power,

unless any written notification of the death, mental incapacitation or revocation was received by the Company before the relevant meeting or adjourned meeting.

APPOINTMENT AND REMOVAL OF DIRECTORS

30 Number of Directors

- 30.1 There will not be less than three Directors nor more than eleven Directors unless:
- (a) there is a change in the number of Regions, in which case the maximum number of Directors will increase or decrease (as applicable) by the same increase or decrease in the number of Regions; or
 - (b) the Company in general meeting by resolution changes the maximum or minimum number of Directors.
- 30.2 The Directors will consist of not more than:
- (a) one Regional Director from each Region;
 - (b) the Chairperson;
 - (c) the Deputy Chairperson; and
- up to four independent skills-based Directors appointed by the Board pursuant to clause 35 (**Skills-based Directors**).

31 Police Check

- 31.1 Any person who is nominated for the position of Director, including the Chairperson and Deputy Chairperson and any Director appointed to the Board, must as a condition of nomination or appointment, consent to the Company conducting a Police Check on that person.
- 31.2 The nominee or Director must do all things necessary to facilitate the Company in conducting the Police Check.
- 31.3 The Board reserves the right to reject a person's nomination for Director and to reject an appointment, if:
- (a) the nominee or appointee does not consent to the Company conducting a Police Check; or
 - (b) the Board acting reasonably, considers that the disclosures contained in the Police Check indicate that the person is not a fit and proper person to act as a director of the Company.

- 31.4 A Director that is the subject of a Police Check must:
- (a) excuse himself or herself from any discussion of the Police Check by the Board; and
 - (b) must not vote on whether the Police Check is acceptable to the Board.
- 31.5 Subject to clause 31.6, the Board has discretion to approve a person's nomination for, or the appointment of Director and to allow a Director to remain on the Board, despite the Police Check revealing criminal offences.
- 31.6 The Board must not allow a person with a criminal history of an indictable offence or offences relating to acts of fraud, indecency, sexual assault or violent assault to be appointed to or remain on the Board.
- 31.7 The Company must adhere to any relevant annulled conviction legislation which requires that, in certain circumstances, minor convictions are annulled.
- 31.8 Once a conviction has been annulled, the nominee or Director is not required to disclose the conviction and the Board will disregard any details of the annulled conviction disclosed to the Company by the nominee or Director or through the Police Check.

32 Regional Directors

- 32.1 Where there is a Regional Member in a Region, the Regional Member will appoint its chairperson or chief executive officer or Delegate as the Director for that Region by notice in writing to the Company in the Approved Form including:
- (a) a Director's consent signed by the nominated Regional Member Director;
 - (b) the nominated Regional Member Director's Director Identification Number; and
 - (c) a signed statement from the chairperson or chief executive officer (or equivalent) of the Regional Member stating that:
 - (i) the person satisfies the eligibility criteria for being a Regional Member Director; and
 - (ii) the Regional Member appoints the person as its Regional Member Director.
- 32.2 A Regional Member may remove and replace its Regional Member Director at any time by notice in writing to the Company advising that it wishes to replace its Regional Member Director and nominating a new Regional Member Director in accordance with clause 32.1.
- 32.3 Where there is no Regional Member in a Region, a Director for that Region will be elected in accordance with the processes set out in clauses 33 and 34.
- 32.4 Subject to clauses 32.2, 38 and 39, the term of a Regional Director's appointment will be:
- (a) for a Regional Member Director, two years from the date of appointment; and

- (b) for a Regional Elected Director, until the close of the second annual general meeting after they are elected.

32.5 To be eligible to be appointed or elected as a Regional Director a person must provide their written consent to be a Director and must:

- (a) be at least 18 years of age;
- (b) be of Aboriginal or Torres Strait Islander descent;
- (c) identify as an Aboriginal or Torres Strait Islander;
- (d) be recognised by their community as an Aboriginal or Torres Strait Islander;
- (e) be either;
 - (i) the chairperson or chief executive officer or Delegate of the Regional Member in that Region if appointed as a Regional Member Director; or
 - (ii) the chairperson or chief executive officer or Delegate of a Full Member in that Region if elected as a Regional Elected Director.
- (f) subject to clause 39.1(p), be a resident in the relevant Region;
- (g) commit to be bound by the Company's policies and procedures, including the Code of Conduct;
- (h) have completed, or will complete within six months of being elected, a director's course approved by the Directors and offered by:
 - (i) the Australian Institute of Company Directors;
 - (ii) Chartered Secretaries Australia; or
 - (iii) another institution approved by the Directors;
- (i) comply with the Police Check Requirements; and
- (j) have a Directors Identification Number.

32.6 A retiring Regional Director is eligible for re-appointment or re-election, provided that the Regional Director continues to satisfy the eligibility requirements for that role.

32.7 On the Board, a Regional Director will act as the representative of his or her Region, not as the representative of the Member that nominated or appointed the Regional Director.

33 Nomination of Regional Elected Directors

33.1 At least one month prior to the annual general meeting at which an election of a Regional Elected Director is to take place, the Company will issue a call for nominations for the position of Regional Elected Director to all Full Members in the relevant Region.

33.2 A person is not eligible for election as a Regional Elected Director at an annual general meeting unless the person, or a Member who intends to propose the person, has sent to the Company's registered office a written notice signed by the person nominating or being nominated for election that:

- (a) gives the person's consent to the nomination;

- (b) states:
 - (i) that the person is a candidate for the office of Regional Elected Director;
 - (ii) the Region the candidate is standing for election in;
 - (iii) the skills and attributes the person has that make the person a suitable candidate for the office of Regional Elected Director; and
 - (iv) that the person meets the eligibility requirements in clause 32.5, including stating the person's Director Identification Number;
- (c) is signed by at least one Full Member in that Region; and
- (d) attaches a signed Director's consent in the Approved Form.

33.3 A notice given in accordance with clause 33.2 must be received at the Company's registered office or such other place as the Company advises in the call for nominations at least 14 days before the relevant annual general meeting.

33.4 A written notice identifying each candidate nominated for election as a Regional Elected Director must be sent to all Full Members in the relevant Region at least seven days before the annual general meeting at which the election of the Regional Elected Director will take place.

34 Election of Regional Elected Directors

34.1 A Regional Elected Director will be elected at the annual general meeting at the close of which the term of the current Regional Elected Director will expire or, if the position of Regional Elected Director is vacant, at the next annual general meeting.

34.2 At each annual general meeting at which a Regional Elected Director position is to be filled, the chairperson of the meeting will read the eligible nominations received for the relevant Region and:

- (a) if there is only one eligible person nominated from the Region in accordance with clause 33, the chairperson will declare that person elected unopposed as the Regional Elected Director for that Region with effect from the close of the annual general meeting; or
- (b) if there is more than one eligible person nominated from the Region in accordance with clause 33, an election will be held as follows:
 - (i) each Full Member from the Region present at the meeting will be entitled to cast one vote;
 - (ii) the vote will be held by secret ballot at the annual general meeting; and
 - (iii) subject to clause 34.3, at the conclusion of the election the chairperson will declare the person with the most votes as elected as the Regional Elected Director for that Region with effect from the close of the annual general meeting.

34.3 Where there is a deadlock in the election of a Regional Elected Director, the names of the nominees who received the equal highest number of votes will be

put into a hat and the chairperson will draw the name of one nominee from the hat and declare that person elected as the Regional Elected Director for the Region with effect from the close of the annual general meeting.

- 34.4 Subject to clauses 34.5, 38 and 39, the term of office of a Regional Elected Director will expire at the close of the second annual general meeting held after they were elected.
- 34.5 Where a Regional Member is admitted as a Member for a Region that has a Regional Elected Director serving as the Regional Director for the Region, the Regional Elected Director will serve out the remainder of their term and will then be replaced by a Regional Member Director appointed by the Regional Member.
- 34.6 Where a Regional Member ceases to be a Member, the Regional Member Director will remain in office until the close of the next annual general meeting held after the Regional Member ceases to be a Member and a Regional Elected Director will be elected at that annual general meeting.

35 Skills-based Directors

- 35.1 Subject to clause 31, the Directors can appoint and remove Skills-based Directors by Special Resolution.
- 35.2 When Directors are considering the appointment of Skills-based Directors under clause 35.1, they will have regard to the mix of skills desirable to properly govern the Company's business. Examples of desired skills include:
- (a) Indigenous health;
 - (b) legal/corporate governance;
 - (c) finance/accounting;
 - (d) community engagement;
 - (e) drug and alcohol services;
 - (f) aged care services;
 - (g) mental health and social wellbeing services; or
 - (h) education/capacity building.
- 35.3 Skills-based Directors must consent to be a Director and must:
- (a) be at least 18 years of age;
 - (b) commit to be bound by the Company's policies and procedures, including the Code of Conduct;
 - (c) have completed, or will complete within six months of being elected, a director's course approved by the Directors and offered by:
 - (i) the Australian Institute of Company Directors;
 - (ii) Chartered Secretaries Australia; or
 - (iii) another institution approved by the Directors.
 - (d) comply with the Police Check Requirements;
 - (e) be independent from any organisation that provides funding or sponsorship to the Company but need not be independent of the Members; and

(f) have a Directors Identification Number.

35.4 Subject to clause 39, the term of a Skills-based Director's appointment is one year but he or she will be eligible for reappointment.

36 Chairperson

- 36.1 Subject to clause 38, a Chairperson will be elected by the Members at each annual general meeting at the close of which the current Chairperson's term of office will expire. The new Chairperson's term of office will commence at the close of the annual general meeting at which the Chairperson is elected.
- 36.2 A person is not eligible for election as the Chairperson at an annual general meeting unless the person, or a Member who intends to propose the person, has sent to the Company's registered office a written notice signed by the person nominating or being nominated for election which:
- (a) gives the person's consent to the nomination;
 - (b) states:
 - (i) that the person is a candidate for the office of Chairperson;
 - (ii) the skills and attributes that the person has that make that person a suitable candidate for the office of Chairperson; and
 - (iii) that the person meets the eligibility requirements in clause 36.5, including stating the person's Director Identification Number;
 - (c) is signed by at least two Full Members; and
 - (d) attaches a signed Director's consent in the Approved Form.
- 36.3 A notice given in accordance with clause 36.2 must be received at the Company's registered office at least 14 days before the relevant annual general meeting.
- 36.4 A written notice referring to each candidate for election as Chairperson, must be sent to all Members at least seven days before every annual general meeting at which an election of the Chairperson will take place.
- 36.5 To be eligible to be nominated and elected as Chairperson, a person must consent to be a Director and must:
- (a) be at least 18 years of age;
 - (b) be the chairperson or chief executive officer (or equivalent) of a Full Member;
 - (c) be nominated by two Full Members;
 - (d) be of Aboriginal or Torres Strait Islander descent;
 - (e) identify as an Aboriginal or Torres Strait Islander;
 - (f) be recognised by their community as an Aboriginal or Torres Strait Islander;
 - (g) commit to be bound by the Company's policies and procedures, including the Code of Conduct;
 - (h) comply with the Police Check Requirements;

- (i) have completed, or will complete within six months of being elected, a director's course approved by the Directors and offered by:
 - (i) the Australian Institute of Company Directors;
 - (ii) Chartered Secretaries Australia; or
 - (iii) another institution approved by the Directors; and
 - (j) have a Directors Identification Number.
- 36.6 At each annual general meeting at which a Chairperson is to be elected, the chairperson of the meeting will read the eligible nominations received for the role and:
- (a) if there is only one eligible person nominated for the role of Chairperson in accordance with this clause 36, the chairperson will declare that person elected unopposed as the Chairperson with effect from the close of the annual general meeting; or
 - (b) if there is more than one eligible person nominated for the role of Chairperson in accordance with this clause 36, an election will be held as follows:
 - (i) each Member present at the meeting will be entitled to cast one vote;
 - (ii) the vote will be held by secret ballot at the annual general meeting; and
 - (iii) subject to clause 36.7, at the conclusion of the election the chairperson will declare the person with the most votes as elected as the Chairperson with effect from the close of the annual general meeting.
- 36.7 Where there is a deadlock in the election of Chairperson, the names of the nominees who received the equal highest number of votes will be put into a hat and the Secretary will draw the name of one nominee from the hat and the chairperson will declare that person elected as the Chairperson with effect from the close of the annual general meeting.
- 36.8 Subject to clauses 38 and 39, the term of the Chairperson's appointment will expire at the close of the second annual general meeting after they are elected.
- 36.9 The Chairperson will preside as chairperson at each general meeting and Directors' meeting, subject to the discretionary judgement of the Chairperson to delegate responsibility for chairing a given meeting to another Director where appropriate.
- 36.10 A retiring Chairperson is eligible for re-election.

37 Deputy Chairperson

- 37.1 Subject to clause 38, the Deputy Chairperson will be elected by the Members at each annual general meeting at the close of which the Deputy Chairperson's term of office will expire. The new Deputy Chairperson's term of office will commence at the close of the meeting..
- 37.2 A person, is not eligible for election as the Deputy Chairperson at an annual general meeting unless the person, or a Member who intends to nominate

the person, has sent to the Company's registered office a written notice signed by the person nominating or being nominated for election which:

- (a) gives the person's consent to the nomination;
 - (b) states:
 - (i) that the person is a candidate for the office of Deputy Chairperson;
 - (ii) the skills and attributes that the person has that make that person a suitable candidate for the office of Deputy Chairperson; and
 - (iii) that the person meets the eligibility requirements in clause 37.5 including stating the person's Director Identification Number;
 - (c) is signed by at least two Full Members; and
 - (d) attaches a signed Director's consent in the Approved Form.
- 37.3 A notice given in accordance with clause 37.2 must be received at the Company's registered office at least 14 days before the relevant general meeting.
- 37.4 A written notice referring to each candidate for election as Deputy Chairperson, must be sent to all Members at least seven days before every general meeting at which an election of the Deputy Chairperson will take place.
- 37.5 To be eligible to be elected as Deputy Chairperson, a person must consent to be a Director and must:
- (a) be at least 18 years of age;
 - (b) be the chairperson or chief executive officer (or equivalent) of a Full Member;
 - (c) be nominated by two Full Members;
 - (d) be of Aboriginal or Torres Strait Islander descent;
 - (e) identify as an Aboriginal or Torres Strait Islander;
 - (f) be recognised by their community as an Aboriginal or Torres Strait Islander;
 - (g) commit to be bound by the Company's policies and procedures, including the Cost of Conduct;
 - (h) comply with the Police Check Requirements;
 - (i) have completed, or will complete within six months of being elected, a director's course approved by the Directors and offered by:
 - (i) the Australian Institute of Company Directors;
 - (ii) Chartered Secretaries Australia; or
 - (iii) another institution approved by the Directors; and
 - (j) have a Directors Identification Number.
- 37.6 At each annual general meeting at which a Deputy Chairperson is to be elected, the chairperson of the meeting will read the eligible nominations received for the role and:
- (a) if there is only one eligible person nominated for the role of Deputy Chairperson in accordance with this clause 37, the chairperson will declare that person elected unopposed as the Deputy Chairperson with effect from the close of the annual general meeting; or

- (b) if there is more than one eligible person nominated for the role of Deputy Chairperson in accordance with this clause 37, an election will be held as follows:
 - (i) each Member present at the meeting will be entitled to cast one vote;
 - (ii) the vote will be held by secret ballot at the annual general meeting; and
 - (iii) subject to clause 37.7, at the conclusion of the election the chairperson will declare the person with the most votes as elected as the Deputy Chairperson with effect from the close of the annual general meeting.

37.7 Where there is a deadlock in the election of Deputy Chairperson, the names of the nominees who received the equal highest number of votes will be put into a hat and the Secretary will draw the name of one nominee from the hat and the chairperson will declare that person elected as the Deputy Chairperson with effect from the close of the annual general meeting.

37.8 Subject to clause 38, the term of a Deputy Chairperson's appointment expires at the close of the second annual general meeting after they are elected.

37.9 The Deputy Chairperson will, during any absence of the Chairperson, act as chairperson and undertake the duties provided for in this Constitution. The extent of the Chairperson's duties to be undertaken by the Deputy Chairperson until the election of a new Chairperson will be determined by the Board.

37.10 A retiring Deputy Chairperson is eligible for re-election.

38 Additional and casual Directors

38.1 If the Company does not have the number of Regional Directors required under clause 30 or there is a vacancy in the role of Chairperson or Deputy Chairperson, a person may be appointed to fill the vacancy as follows:

- (a) where the vacancy is that of a Regional Member Director, the Regional Member for that Region may appoint its Regional Member Director by notifying the Company in accordance with clause 32.1;
- (b) where the vacancy is that of a Regional Elected Director for a specific Region, the Directors will:
 - (i) notify the Full Members of that Region of the vacancy;
 - (ii) call for the Full Members of that Region to nominate eligible persons to fill the vacancy in accordance with clause 33.3; and
 - (iii) appoint an eligible person to fill the vacancy from the nominees put forward by the Full Members of the Region; and
- (c) where the vacancy is that of Chairperson or Deputy Chairperson, the Directors will:
 - (i) notify the Full Members of the vacancy;
 - (ii) call for the Full Members to nominate eligible persons to fill the vacancy in accordance with clause 36.2 or clause 37.2 respectively; and

- (iii) appoint an eligible person to fill the casual vacancy from the nominees put forward to fill the vacancy by the Full Members.

38.2 A Director appointed under clause 38.1 will hold office until the next annual general meeting of the Company.

39 Vacation of office

39.1 The office of a Director immediately becomes vacant if the Director:

- (a) is prohibited by the Acts from holding office or continuing as a Director;
- (b) breaches the Code of Conduct;
- (c) dies;
- (d) is convicted of an indictable offence;
- (e) is liable to have a person appointed, under a law relating to the administration of estates of persons who through mental or physical incapacity are incapable of managing their affairs, to administer it, or becomes in the opinion of the Directors incapable of performing his or her duties;
- (f) resigns by notice in writing to the Company;
- (g) is removed by a resolution of the Members in a general meeting;
- (h) is absent from three consecutive Directors' meetings without a leave of absence from the Directors;
- (i) receives payment from the Company otherwise than in accordance with the Constitution;
- (j) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the Corporations Act;
- (k) is a Regional Director and ceases to be a Regional Director by operation of clause 34.5 or 34.6;
- (l) ceases to satisfy the relevant eligibility criteria for the Director's position;
- (m) the Director's Director Identification Number is cancelled for any reason;
- (n) is a Regional Member Director and is removed under clause 32.2;
- (o) is a Skills-based Director and is removed by the Directors under clause 35.1; or
- (p) becomes:
 - (i) a resident outside of the Region that the Director represents where the Director is a Regional Director; or
 - (ii) an employee or contractor of the Company, unless the remaining Directors have passed a Special Resolution that, due to exceptional circumstances, the Director may remain a Director.

39.2 If a Director:

- (a) has committed any act or omission that will, in the opinion of the Board, be injurious to the reputation, interests or activities of the Company; or
- (b) violates any of the Company's policies or procedures that apply to the Director,

then the Board may resolve to suspend the Director at a meeting of the Board specifically called for that purpose.

- 39.3 The Company Secretary must provide the Director with 21 days' notice of the proposed resolution to suspend the Director.
- 39.4 The Director may give a written submission in relation to the proposed resolution to the Company Secretary to be circulated with the proposed resolution. If the written submission is not circulated, then the Director may request that the written submission is read out at the meeting at which the resolution is considered.
- 39.5 Within 21 days of a Director's suspension under clause 39.2, the Directors must call a general meeting to be held no later than 60 days from the date of the Director's suspension, at which the Members may either confirm the suspension and remove the Director from office in accordance with clause 34.1(b) or annul the suspension and reinstate the Director.
- 39.6 If the Director is removed from office, it will be treated as a casual vacancy and the Director will be replaced in accordance with clause 38.

POWERS AND DUTIES

40 Powers and duties of Directors

- 40.1 The business of the Company is managed by the Directors who may exercise all the powers of the Company that this Constitution and the Corporations Act do not require to be exercised by the Company in general meeting.
- 40.2 Without limiting the generality of clause 40.1, the Directors may exercise all the powers of the Company to:
- (a) borrow money;
 - (b) charge any property or business of the Company;
 - (c) issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person; and
 - (d) guarantee or become liable for the payment of money or the performance of any obligation by or of any other person.

PROCEEDINGS OF DIRECTORS

41 Directors' meetings

- 41.1 The Directors' meetings will be held at least once per quarter.
- 41.2 Subject to this clause 41, Directors must be given at least two Business Days written notice of a meeting unless every Director consents to the meeting being called with less notice.
- 41.3 A Director may at any time call a Directors' Meetings subject to clause 41.2.
- 41.4 It is not necessary to give notice of a Directors' meeting to an Australian resident whom the Company Secretary, when giving notice to the other Directors, reasonably believes to be temporarily outside Australia.

- 41.5 Subject to the Acts, a Directors' meeting may be held by the Directors communicating with each other by any technological means by which they are able simultaneously to hear each other and to participate in discussion.
- 41.6 The Directors need not all be physically present in the same place for a Directors' meeting to be held.
- 41.7 Subject to clause 45.5(b), a Director who participates in a meeting held in accordance with this Constitution is taken to be present and entitled to vote at the meeting.
- 41.8 Subject to this Constitution and the Acts, the Directors may meet, adjourn and regulate their meetings as they think fit.
- 41.9 Notice of a meeting of Directors may be given in writing by email or hard copy.
- 41.10 The Chairperson will chair Director's meetings or in the Chairperson's absence, the Deputy Chairperson will chair Director's meetings. If neither the Chairperson nor the Deputy Chairperson is present by the scheduled time, the Directors will elect a chair from those present at the meeting.
- 41.11 Quorum**
- (a) A quorum is a majority of Directors or three Directors, whichever is the greater.
 - (b) Where a quorum cannot be established for the consideration of a particular matter at a meeting of Directors within 15 minutes of commencement of meeting, the meeting will be adjourned for one week and will be held at the same time and place.

42 Decision on questions

Subject to this Constitution, questions arising at a meeting of Directors are to be decided by a majority of votes of the Directors present and voting and, subject to clause 45, each Director has one vote.

43 Resolutions without meetings

- 43.1 The Directors may pass a resolution without a Directors' meeting being held if:
- (a) a sufficient number of Directors who are entitled to vote on the resolution, vote in favour that the resolution to be passed at a meeting of the Board, sign a document containing a statement that they are in favour of the resolution set out in the document;
 - (b) any requirements of this Constitution or the Corporations Act to pass that resolution are satisfied, including providing information or a document relating to the resolution to the Directors; and
 - (c) all Directors are given notice of the proposed resolution, and all of those entitled to vote on the resolution are given a reasonable opportunity (but no less than two Business Days) to consider and sign a document whether or not the Director:
 - (i) is in favour of the resolution;
 - (ii) opposes the resolution; or
 - (iii) is abstaining from voting.

- 43.2 Separate copies of a document may be used for signing by Directors if the wording of the resolution and the statement is identical in each copy.
- 43.3 The resolution is either passed or fails, when:
- (a) the last Director signs; or
 - (b) the time period specified in the notice of the proposed resolution expires.
- 43.4 Any document referred to in this clause may be in the form of a facsimile or electronic transmission.
- 43.5 The minutes of Directors' meetings must record that a meeting was held in accordance with this clause 43.
- 43.6 This clause applies to meetings of Directors' committees as if all committee members were Directors.

PAYMENTS TO DIRECTORS

44 Payments to Directors

- 44.1 No payment will be made to any Director of the Company other than payment:
- (a) of out-of-pocket expenses incurred by the Director in the performance of any duty as Director of the Company where the amount payable does not exceed an amount previously approved by the Directors of the Company;
 - (b) of a stipend or sitting fee approved by the Board that does not exceed the Remuneration Limit;
 - (c) where the Director is an executive director and the amount payable is approved by the Directors of the Company and is not more than an amount which commercially would be reasonable payment for the service;
 - (d) for any service rendered to the Company by the Director in a professional or technical capacity, where the provision of the service has the prior approval of the Directors of the Company and where the amount payable is approved by the Directors of the Company and is not more than an amount which commercially would be reasonable payment for the service; and
 - (e) relating to an indemnity in favour of the Director and permitted by section 199A of the Corporations Act or a contract of insurance permitted by section 199B.
- 44.2 The Board will ensure that information detailing the recipient/s of any payments made under clause 44.1 are included in the business discussed at the annual general meeting.

45 Directors' interests

- 45.1 No contract made by a Director with the Company and no contract or arrangement entered into by or on behalf of the Company in which a Director may be interested is avoided or rendered voidable merely because of the Director holding office as a director or because of the fiduciary obligations arising out of that office.

- 45.2 No Director contracting with, or interested in any arrangement involving the Company, is liable to account to the Company for any profit realised by or under any such contract or arrangement merely because of the Director holding office as a director or because of the fiduciary obligations arising out of that office.
- 45.3 A Director is not disqualified from contracting with the Company merely because of being a Director.
- 45.4 Any Director having a direct or indirect material personal interest in any contract or arrangement that the Company proposes to enter will declare his or her interest immediately either by written notice to the Chairperson or having the interest recorded in the minutes of the meeting. A general notice that the Director is an employee, officer or Delegate of a particular Member and is to be regarded as interested in all transactions with that Member will be a sufficient disclosure under this clause for that Director and the relevant transactions and the Director will not be required to give special notice relating to any particular transaction with that Member.
- 45.5 Subject to clause 45.6, a Director who has a material personal interest in a matter that is being considered at a Directors' meeting must not:
- (a) be present while the matter is being considered at the meeting; or
 - (b) vote on the matter, unless permitted by the Corporations Act to do so, in which case the Director may:
 - (i) 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;
 - (ii) sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement; and
 - (iii) vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement.
- 45.6 The prohibition on voting in clause 45.5(b) will not apply to any contract or arrangement:
- (a) in relation to a Member who employs a Director;
 - (b) to give the Director any security for advances;
 - (c) for an indemnity of the Director; or
 - (d) where the Director is interested merely as a shareholder or director of another company.
- 45.7 A Director may be or become a director or other officer of, or otherwise interested in, any related body corporate or any other body corporate promoted by the Company or in which the Company may be interested as a vendor, shareholder or otherwise and is not accountable to the Company for any remuneration or other benefits received by the Director as a director or officer of, or from having an interest in, that body corporate.
- 45.8 A Director who has an interest described in clause 45.7 must provide written notice to the Company Secretary when the interest arises and when the Director no longer has the interest.

46 Remaining Directors

- 46.1 The Directors may act even if there are vacancies on the Board.
- 46.2 If the number of Directors is not sufficient to meet the minimum number of Directors required under clause 30, the Directors may act only to:
- (a) appoint a Director; or
 - (b) call a general meeting.

47 Validity of acts of Directors

If it is discovered that:

- (a) there was a defect in the appointment of a person as a Director or member of a Directors' committee; or
 - (b) a person appointed to one of those positions was disqualified,
- all acts of the Directors or the Directors' committee before the discovery was made are as valid as if the person had been duly appointed and was not disqualified.

48 Delegation

- 48.1 The Directors may delegate any of their powers, other than those which by law must be dealt with by the Directors as a Board, to a person, committee or committees (**Directors' Delegate**).
- 48.2 The Directors may at any time revoke any delegation of power to a person or committee.
- 48.3 At least one member of each committee must be a Director of the Company.
- 48.4 A Directors' Delegate must exercise its powers in accordance with any directions of the Directors and a power exercised in that way is taken to have been exercised by the Directors.
- 48.5 A Directors' Delegate may be authorised by the Directors to sub-delegate all or any of the powers for the time being vested in it.
- 48.6 Meetings of any committee of Directors will be governed by the provisions of this Constitution which deal with Directors' meetings so far as they are applicable and are not inconsistent with any directions of the Directors. The provisions apply as if each committee member was a Director.

49 Appointment of attorneys and agents

- 49.1 The Directors may from time to time by resolution or power of attorney executed in accordance with section 127 of the Corporations Act appoint any person to be the attorney or agent of the Company:
- (a) for the purposes;
 - (b) with the powers, authorities and discretions (not exceeding those exercisable by the Directors under this Constitution);
 - (c) for the period; and
 - (d) subject to the conditions,

determined by the Directors.

- 49.2 An appointment by the Directors of an attorney or agent of the Company may be made in favour of:
- (a) any member of any local board or committee established by the Directors;
 - (b) any body corporate;
 - (c) the members, directors, nominees or managers of any body corporate or firm;
 - (d) any fluctuating body of persons whether nominated directly or indirectly by the Directors;
 - (e) the CEO or other executives of the Company; or
 - (f) any professional advisor to the Company.
- 49.3 A power of attorney may contain such provisions for the protection and convenience of persons dealing with an attorney as the Directors think fit.
- 49.4 The Directors may appoint attorneys or agents by electronic transmission to act for and on behalf of the Company.
- 49.5 An attorney or agent appointed under this clause may be authorised by the Directors to sub-delegate all or any of the powers, authorities or discretions for the time being vested in it.

50 Minutes and Registers

- 50.1 The Directors must cause minutes to be made of:
- (a) the names of the Directors present at all Directors' meetings and meetings of Directors' committees;
 - (b) all proceedings and resolutions of general meetings, Directors' meetings and meetings of Directors' committees;
 - (c) the names of the Delegates or authorised proxies of Members present at general meetings;
 - (d) all resolutions passed by Directors in accordance with clause 43; and
 - (e) all disclosures of interests made under clause 45.
- 50.2 Minutes must be signed by the chairperson of the meeting or by the Chairperson of the next meeting of the relevant body within one month of the relevant meeting.
- 50.3 All Delegates and proxies of Members present at general meetings will sign an attendance record which will be included in the minutes of that general meeting.
- 50.4 The Company must keep all registers required by this Constitution and the Acts.

51 Directors' register

- 51.1 The Company Secretary will keep a register of Directors which must include:

- (a) the name and address of each Director;
- (b) the Director's Director Identification Number;
- (c) the date on which the person becomes a Director; and
- (d) the date on which the person ceases to be a Director.

COMPANY SECRETARY

52 Company Secretary

- 52.1 If required by the Corporations Act, there must be at least one Company Secretary at all times appointed by the Directors for a term and at remuneration and on conditions determined by the Directors.
- 52.2 The Company Secretary is entitled to attend and be heard on any matter at all Directors' meetings and general meetings.
- 52.3 Subject to the Corporations Act and the approval of the Board, if a Director is acting as Company Secretary, that Director may delegate its duties and responsibilities to the CEO or an employee of the Company. The Director will remain responsible for all delegated duties and responsibilities.
- 52.4 If the office of Company Secretary becomes vacant, the Board may appoint a Director or an outsourced provider to act as Company Secretary.

CHIEF EXECUTIVE OFFICER

53 Chief Executive Officer

- 53.1 The CEO of the Company will:
- (a) be of Aboriginal or Torres Strait Islander descent;
 - (b) demonstrate a clear understanding of and commitment to the objects of the Company;
 - (c) demonstrate a clear understanding of Aboriginal and Torres Strait Islander Health and Aboriginal and Torres Strait Islander Community Controlled Health Services.
- 53.2 The CEO will be appointed by the Board on such terms and conditions as the Board sees fit. These terms and conditions are subject to review.
- 53.3 The CEO will be responsible to the Board.

SEALS

54 Common Seal

If the Company has a Seal:

- (a) the CEO will provide for the safe custody of the Seal;
- (b) the Seal must not be used without the authority of the Directors or a Directors' committee authorised to use the Seal;
- (c) every document to which the Seal is affixed must be signed by a Director

and be countersigned by another Director or the Company Secretary to countersign the document.

55 Duplicate Seal

If the Company has a Seal, the Company may have one or more duplicate Seals of the Seal each of which:

- (a) must be a facsimile of the Seal with 'Duplicate Seal' on its face;
- (b) must not be used except with the authority of the Directors.

INSPECTION OF RECORDS

56 Inspection of records

- 56.1 Except as otherwise required by the Acts or general law, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the financial records and other documents of the Company or any of them will be open for inspection by Members other than Directors.
- 56.2 Except as otherwise required by the Acts or by general law, a Member other than a Director does not have the right to inspect any financial records or other documents of the Company unless the Member is authorised to do so by a court order or a resolution of the Directors.

NOTICES

57 Service of notices

- 57.1 Notice may be given by the Company to any person who is entitled to notice under this Constitution:
 - (a) by serving it on the person; or
 - (b) by sending it by post or electronic mail to the person at the person's address shown in the Register or the address supplied by the person to the Company for sending notices to the person.
- 57.2 A notice sent by post is taken to be served:
 - (a) by properly addressing, prepaying and posting a letter containing the notice; and
 - (b) on the day after the day on which it was posted.
- 57.3 A notice sent by electronic mail is taken to be served:
 - (a) by properly addressing the electronic mail and transmitting it; and
 - (b) on the day after its dispatch.
- 57.4 A Member whose address recorded in the Register is not in Australia may specify in writing an address in Australia to be taken to be the Member's address for the purposes of clause 57.
- 57.5 A certificate in writing signed by a Director, Company Secretary or office bearer of the Company that a document or its envelope or wrapper was addressed

and stamped and was posted is conclusive evidence of posting.

57.6 Subject to the Corporations Act the signature to a written notice given by the Company may be written or printed.

58 Persons entitled to notice

58.1 Notice of every general meeting must be given to:

- (a) every Member;
- (b) every Director;
- (c) the Company Secretary;
- (d) the Auditor; and
- (e) the CEO.

58.2 No other person is entitled to receive notice of a general meeting.

INCOME AND PROPERTY OF THE COMPANY

59 Income and property of Company

59.1 The income and property of the Company will only be applied towards the promotion of the objects of the Company set out in clause 4.

59.2 No income or property will be paid or transferred directly or indirectly to any Member of the Company except for payments to a Member:

- (a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company; or
- (b) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent.

AUDIT AND ACCOUNTS

60 Audit and accounts

60.1 The Directors must cause the Company to keep written financial records in relation to the business of the Company in accordance with the requirements of the Acts.

60.2 The Directors must cause the financial records of the Company to be audited in accordance with the requirements of the Acts, if any.

60.3 The results of the audit must form part of the report provided to the Members at the next annual general meeting of the Company.

61 Appointment of Auditor

61.1 Subject to the requirements of the Acts, the Members will appoint the Auditor in general meeting.

61.2 The Auditor must not be a member of the Board, a business associate or family

member of the Board or an employee of the Company.

- 61.3 The role of the Auditor is to examine and audit all books and accounts of the Company and will further have power to call for books, papers, accounts, receipts and any relevant material of the Company.

GIFT FUND

62 Operation of gift fund

- 62.1 Where the ITAA requires that a gift fund be established for the receipt of tax-deductible donations, and the Company intends to accept tax deductible donations, the Company must establish a separate gift fund account to which such donations must be credited.
- 62.2 The Company will establish the Gift Fund Account in the name of Queensland Aboriginal and Islander Health Council Gift Fund.
- 62.3 The Gift Fund Account must only be used or applied for purposes that are consistent with the Objects of the Company and separate records must be maintained as to the receipt and disbursement of moneys from that account.

63 Transfer of the gift fund in specified circumstances

On:

- (a) revocation of the endorsement of the Company under sub-division 30-B of the ITAA; or
- (b) the winding up of the gift fund by the Company,

any balance in the Gift Fund Account must be transferred to such other gift fund, gift funds, entity or entities having objects similar to the Objects of the Company as will be determined by the Members at or before that time, provided that each recipient must be endorsed as a deductible gift recipient under sub-division 30-BA of the ITAA.

WINDING UP

64 Winding up

- 64.1 If the Company is wound up:
- (a) each Member; and
 - (b) each person who has ceased to be a Member in the preceding year, undertakes to contribute to the property of the Company for the:
 - (c) payment of debts and liabilities of the Company (in relation to clause 64.1(b), contracted before the person ceased to be a Member) and payment of costs, charges and expenses of winding up; and
 - (d) adjustment of the rights of the contributories amongst themselves, such amount as may be required, not exceeding \$10 and the liability of the Members is limited to this amount.
- 64.2 If any surplus remains following the winding up of the Company, the surplus will

not be paid to or distributed amongst Members, but will be given or transferred to another entity which is:

- (a) an organisation with similar purposes which is not carried on for profit or gain of its individual members;
- (b) required to apply its profits (if any) or other income in promoting objects similar to those of the Company; and
- (c) endorsed as a deductible gift recipient under sub-division 30-BA of the ITAA,

such entity to be determined by the Members at or before the winding up and in default, by application to the Supreme Court of Queensland for determination.

INDEMNITY

65 Indemnity

- 65.1 To the extent permitted by law and subject to the restrictions in section 199A of the Corporations Act the Company indemnifies every person who is or has been an officer of the Company against any liability (other than for legal costs) incurred by that person as such an officer of the Company.
- 65.2 To the extent permitted by law and subject to the restrictions in section 199A of the Corporations Act, the Company indemnifies every person who is or has been an officer of the Company against reasonable legal costs incurred in defending an action for a liability incurred by that person as such an officer of the Company.
- 65.3 The amount of any indemnity payable under clauses 65.1 or 65.2 will include an additional amount (GST Amount) equal to any GST payable by the officer being indemnified (Indemnified Officer) in connection with the indemnity (less the amount of input tax credit claimable by the Indemnified Officer in connection with the indemnity). Payment of any indemnity which includes a GST Amount is conditional upon the Indemnified Officer providing the Company with a Tax Invoice.
- 65.4 For the purposes of this clause, **officer** has the meaning given to that term in the Corporations Act.

DISPUTE RESOLUTION

66 Dispute Resolution

- 66.1 If a dispute arises between a Member and the Company, in relation to the operation of this Constitution or the compliance of the Company with its obligations under the Acts (**Dispute**), no party to the Dispute (**the Disputant**) will start court proceedings (except proceedings seeking interlocutory relief) unless the Disputant has complied with this clause 66.
- 66.2 A party claiming that a Dispute has arisen must notify the other Disputant in writing giving details of the Dispute and its proposal for resolving the Dispute.
- 66.3 Within 10 Business Days of the notice being given each party must notify the other Disputant of the name and contact details of the person authorised to

settle the Dispute on its behalf (**Nominated Persons**).

- 66.4 The Nominated Persons will seek in good faith to resolve the Dispute within 30 Business Days of notice of the Dispute being given.
- 66.5 If the Nominated Persons are unable to resolve the Dispute within that timeframe, either Disputant may, by notice in writing to the other Disputant (**Mediation Notice**), refer the Dispute for mediation to:
- (a) a person agreed on by the Disputants; or
 - (b) if agreement is not reached within 10 Business Days of delivery of the Mediation Notice, an independent mediator appointed by the Board within 40 Business Days of delivery of the Mediation Notice.
- 66.6 The role of any mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a decision that is binding on a Disputant unless that Disputant has agreed to this in writing.
- 66.7 Unless otherwise agreed between the Disputants:
- (a) the mediation will take place in Brisbane; and
 - (b) the Disputants will be entitled to legal representation.
- 66.8 Each Disputant will use all reasonable endeavours to resolve the Dispute through mediation as soon as is practical, including, but not limited to, providing the mediator with all information relevant to the Dispute.
- 66.9 Any information or documents disclosed by a Disputant in relation to this clause 66 must be kept confidential and may not be used except to attempt to resolve the Dispute.
- 66.10 Each Disputant must bear its own costs of complying with this clause 66 and the Disputants must bear equally the mediator's costs.
- 66.11 If the Dispute is not resolved within 30 Business Days of appointment of the mediator, a Disputant that has complied with clauses 66.1 to 66.6 may terminate the dispute resolution process by giving notice to the other Disputant.
- 66.12 If, in relation to a Dispute, a Disputant breaches any provision of clauses 66.1 to 66.6, the other Disputant need not comply with those requirements in relation to that Dispute.

AMENDMENTS TO CONSTITUTION

67 Amendments to Constitution

- 67.1 This Constitution must not be amended other than in accordance with the Corporations Act.
- 67.2 Subject to clause 67.1, the Company may revoke, add to or vary this Constitution provided that:
- (a) no part of the Gift Fund Account or the income of the Gift Fund Account is transferred to any institution, organisation, fund or authority that is not a charitable organisation endorsed to receive donations under sub-division 30-B of the ITAA;
 - (b) no part of the Gift Fund Account or the income of the Gift Fund Account

becomes able to be used or applied for purposes that are not consistent with the Objects of the Company; and

- (c) unless the Commissioner of Taxation consents to the revocation, addition or variation:
 - (i) no amendment is allowed to be made to or affecting the Objects of the Company; and
 - (ii) no amendment is allowed to be made which authorises the Company to invest money of the Gift Fund Account other than in a manner in which trustees are permitted to invest under the laws of Australia or any Australian State or Territory.

Schedule 1 Definitions

Aboriginal	means an individual who is of Aboriginal descent, identifies as an Aboriginal and the individual is accepted by the Community as an Aboriginal.
Aboriginal and Torres Strait Islander Religion	means that body of spiritual beliefs, practices, rituals, customs, lore, laws and cultural traditions that have existed in Communities since the origins of Aboriginal and Torres Strait Islander habitation of
Aboriginal and Torres Strait Islander Health	means not just the physical well-being of individual Aboriginal and Torres Strait Islanders but refers to the social, emotional and cultural well-being of the whole Community in which each individual is able to achieve their full potential as a human being thereby bringing about the total well-being of their Community. It is a whole of life view and includes the cyclical concept of life-death-life.
Aboriginal and Torres Strait Islander Community Controlled Health Service	means an incorporated organisation controlled by Community which: <ul style="list-style-type: none">(a) has rules preventing the distribution of property to individual members of the organisation;(b) is governed by a majority Aboriginal and/or Torres Strait Islander board elected by the local Community membership; and(c) provides culturally appropriate Primary Health Care to the Community which it services.
Aboriginal and Torres Strait Islander Community Controlled Regional Body	means an incorporated organisation controlled by the Aboriginal and Torres Strait Islander Community Controlled Health Services in a Region which: <ul style="list-style-type: none">(a) has rules preventing the distribution of property to individual members of the organisation;(b) is governed by a majority Aboriginal and/or Torres Strait Islander board elected by the Aboriginal and Torres Strait Islander Community Controlled Health Services in the Region; and(c) focuses on improving health outcomes for Aboriginal and Torres Strait Islanders in the Region.
Acts	means the ACNC Act and the Corporations Act.
Approved Form	means the form approved by the Directors.
Auditor	means the Company's auditor under clause 61.

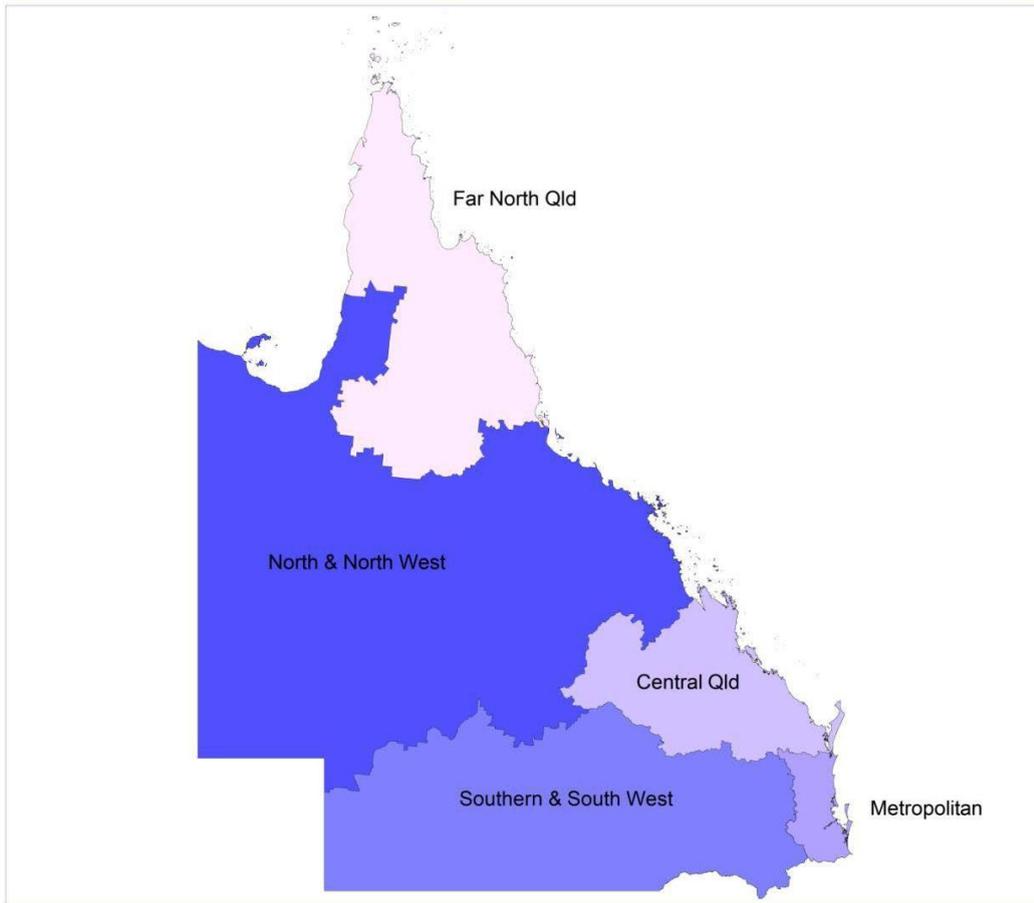
ACNC Act	means the <i>Australian Charities and Not-for-Profits Commission Act 2012</i> (Cth) as modified or amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the Company.
Board	means the board of Directors of the Company.
Business Day	means a day other than a Saturday, Sunday or public holiday in Brisbane, Queensland.
Chief Executive Officer or CEO	means the person appointed as chief executive officer under clause 53, or who performs the functions and duties of the chief executive officer.
Chairperson	means the person appointed as chairperson of the Company under clause 36.
Code of Conduct	means the Company's code of conduct (if any) as amended from time to time.
Community	means the Aboriginal and Torres Strait Islander community within Australia or if the context otherwise requires, a local Aboriginal and/or Torres Strait Islander community served by the Aboriginal and Torres Strait Islander Community Controlled Health Service.
Constitution	means the constitution of the Company as amended from time to time.
Company	means Queensland Aboriginal & Islander Health Council Ltd ACN 111 116 762.
Company Secretary	means the person appointed by the Directors to perform the duties of a company secretary under clause 52.
Corporations Act	means the <i>Corporations Act 2001</i> (Cth) as modified or amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the Company.
Delegate	means a nominated representative of a Member who represents the Member at Members' meetings.
Deputy Chairperson	means the person appointed as deputy chairperson of the Company under clause 37.
Director	means the Chairperson, Deputy Chairperson, Regional Directors and Skills-based Directors and includes any person occupying the position of director of the Company.
Directors	means all or some of the Directors acting as a board.

Financial Year	means the period of 12 months beginning on 1 July of any year and ending on 30 June of the succeeding year provided that the first financial year will include the period commencing on date of registration of the Company and ending on 30 June of the immediately following year.
Full Member	means an organisation admitted as a "Full Member" under clause 5.3.
Gift Fund Account	means the gift fund account established under clause 62.
GST	has the meaning given to that term by the GST Act
GST Act	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) or any replacement or other relevant legislation and regulations.
GST Amount	means GST as defined in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) or any replacement or other relevant legislation and regulations.
Health Related Services	means those services in connection with the promotion of Aboriginal Health, including: <ul style="list-style-type: none"> (a) health promotion and disease prevention services; (b) substance misuse treatment services; (c) men's and women's health services; (d) specialised services to children and the aged; (e) services for people with disabilities; (f) mental health services; (g) dental care; (h) clinical and hospital services; and (i) those services addressing and seeking the amelioration of poverty within the Community.
Indemnified Officer	has the meaning given to that term under clause 65.3.
ITAA	means the <i>Income Tax Assessment Act 1936</i> (Cth) or the <i>Income Tax Assessment Act 1997</i> (Cth) as modified or amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the Company.
Member	means a member of the Company under clause 5.
Members' Charter	means the Member's charter governing the conduct of the Members as issued by the Company (if any) and amended from time to time.

Police Check	means a National Name Only Police Certificate based on a search of the person's name against the criminal history records held by police services Australia-wide.
Police Check Requirements	means the obligations on a Director or nominee for Director contained in clause 33.
Primary Health Care	means: <ul style="list-style-type: none"> (a) essential, integrated care based upon practical, scientifically sound and socially acceptable procedures and technology made accessible to Communities as close as possible to where they live through their full participation in the spirit of self-reliance and self-determination; (b) the first level of contact of individuals, families and the Community with the health care system; (c) the sound structure to address all aspects of health care arising from social, emotional and physical factors; (d) the provision of medical care, with its clinical services treating diseases and its management of chronic illness and services such as environmental health, pharmaceuticals, counselling, preventive medicine, health education and promotion, rehabilitative services, antenatal and postnatal care, maternal and child care, programs and necessary support services to address the effects of socio-somatic illness and other services provided in a holistic context; (e) all inclusive, integrated health care; and (f) the quality of health services.
Region	means each of the separate areas identified on the map attached at Annexure A, which may be varied or replaced by the Board from time to time.
Regional Directors	means the Regional Member Directors and Regional Elected Directors.
Regional Elected Director	means a Director elected under clause 32.3.
Regional Member	means an organisation admitted as a "Regional Member" under clause 5.4.
Regional Member Director	means a Director appointed under clause 32.1.
Register	means the register of Members of the Company.
Registration Date	has the meaning given in clause 5.6.

Remuneration Limit	means a total remuneration of all Directors no more than \$400,000 or such greater amount approved by the Members in general meeting.
Seal	means the Company's common seal (if any).
Special Resolution	means a resolution which is passed by a majority of at least 75% of the eligible votes cast on the resolution.
Tax Invoice	has the same meaning as in the GST Act, including any applicable legislative determinations and public rulings issued through the Australian Taxation Office.
Torres Strait Islander	means an individual who is of Torres Strait Islander descent, identifies as a Torres Strait Islander and the individual is accepted by the Torres Strait Islander Community as a Torres Strait Islander.
Transition Period	has the meaning given to that term in clause 5.6.

Annexure A Current Regions



Scale 1: 14,410,000



QAIHC REGIONS 2012

- North & North West Qld
- Southern & South West Qld
- South East Qld
- Central Qld
- Far North Qld