



Constitution

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CORPORATIONS ACT 2001

PUBLIC COMPANY LIMITED BY GUARANTEE

1. NATURE OF COMPANY AND LIABILITY

1.1. Nature of company

The Company is a public company limited by guarantee.

1.2. Liability of Financial Members and Guarantee on winding up

1.2.1. The liability of the Members is limited.

1.2.2. Every Financial Member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he or she is a Member, or within one year after he or she ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he or she ceases to be a Member, and of the costs, charges, and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding fifty dollars.

2. OBJECTS OF THE COMPANY

2.1. The Company has the following objects:

2.1.1. To provide such community health centre and other service delivery premises as may be required;

2.1.2. To provide high quality and accessible primary, preventative, rehabilitative, palliative, community support and educative services;

2.1.3. To encourage individual and community initiative and autonomy in health care, and to apply this principle to the governance and management of the Service by encouraging community participation;

2.1.4. To employ health professionals, administrative and support staff, managers, volunteers, servants, workers and other persons as may be necessary or convenient for the purposes of the Company;

2.1.5. To ensure health professionals employed by or in a contractual agreement with the Company possess relevant qualifications, insurance and registrations required by law or industry accreditation standards;

2.1.6. To enter into contractual agreements with medical and allied health professionals, managers, and providers of administration services in furtherance of the purposes of the Company;

2.1.7. To engage and enter into arrangements including lease arrangements with health related service providers (such as in the areas of pathology or pharmacology) in furtherance of the purposes of the Company;

2.1.8. To obtain any necessary practice or training position accreditation for the purposes of the Company;

2.1.9. To purchase equipment, machinery, technology, tools, pharmaceutical products, insurance, registrations, stationary, furniture, furnishings and other items relevant to

practice in the health industry or towards the reasonable establishment and maintenance of a medical facility;

- 2.1.10. To enter into any arrangements with any government or authority, municipal, local or otherwise that may seem conducive to the purposes of the Company;
- 2.1.11. To borrow monies required for the purposes of the Company upon such security as may be determined and to make, accept and endorse any promissory note, bill of exchange and other negotiable instrument;
- 2.1.12. To invest the monies of the Company not immediately required;
- 2.1.13. To oversee, facilitate or assist in the implementation of the above purposes by other associated companies or associations;
- 2.1.14. To receive any funds including from any government or authority, municipal, local or otherwise and to distribute these funds in a manner that best attains the objects of the Company;
- 2.1.15. To do all such things as are incidental or conducive to the attainment of all or any of the objects of the Company.

3. DEFINITIONS AND INTERPRETATION

3.1. In this Constitution the following definitions apply:

- 3.1.1. **Area** means the area serviced by Bellarine Community Health Ltd;
- 3.1.2. **Associate Member** means a person who is an Associate Member of the Company as provided by clause 4.2.2;
- 3.1.3. **Board** means the Board of Directors;
- 3.1.4. **Chairperson** means the Chairperson of the Company as appointed pursuant to this constitution;
- 3.1.5. **Company** means Bellarine Community Health Ltd;
- 3.1.6. **Constitution** means this Constitution as originally adopted or as from time to time duly added to or amended;
- 3.1.7. **Corporations Act** means the *Corporations Act (Cth) 2001*;
- 3.1.8. **Directors** means the Board of Directors of the Company appointed pursuant to the terms of this Constitution;
- 3.1.9. **Deductible Gift Recipient** has the meaning given to it by section 30-227 of the *Income Tax Assessment Act (Cth) 1997*;
- 3.1.10. **Financial Member** means a person who is a financial member of the Company as provided by clause 4.2.1;
- 3.1.11. **Financial Year** means the period of 12 calendar months commencing on the 1st July;
- 3.1.12. **Funding and Service Agreement** means a formal agreement between the Company and relevant Government departments;

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- 3.1.13. **General Meeting** includes an Annual General Meeting and Special Meeting, and means a meeting of members convened in accordance with the objects of the Company or this Constitution;
 - 3.1.14. **ITAA 1997** means the *Income Tax Assessment Act 1997*;
 - 3.1.15. **Member** means a person whose name is entered in the Register as a Financial Member, or an Associate Member of the Company;
 - 3.1.16. **Office** means the registered office of the Company;
 - 3.1.17. **Principal Purpose** means the purpose of the Company as reflected in the objects of the Company specified in Clause 2;
 - 3.1.18. **Register** means the Register of Members kept by the Company under the *Corporations Act 2001*;
 - 3.1.19. **Seal** means the common seal of the Company;
 - 3.1.20. **Secretary** means the person appointed to perform the duties of secretary of the Company and includes an honorary secretary;
 - 3.1.21. **Service** means the community health care service provided by the Company within the Area;
 - 3.1.22. **State** means the State of Victoria;
 - 3.1.23. **Termination Event** means the death or bankruptcy of a Member or a Member becoming of unsound mind or becoming a person whose property is liable to be dealt with under a law about mental health.

3.2. Interpretation

- 3.2.1. In this Constitution the following apply:
 - 3.2.1.1. Expressions referring to writing shall, unless the contrary intention appears, be construed as including reference to printing, lithography, photography and other modes of representing or reproducing words in a visible form;
 - 3.2.1.2. Words or expressions contained in this Constitution shall be interpreted in accordance with the provisions of the Interpretation of Legislation Act 1984 of the State and of the Corporations Act;
 - 3.2.1.3. An expression used in a particular Part or Division of the Corporations Act that is given by that Part or Division a special meaning has in this Constitution unless a contrary intention appears the same meaning as in that Part or Division.
 - 3.2.1.4. A reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this Constitution.
 - 3.2.1.5. A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time.

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- 3.2.1.6. A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Constitution.
 - 3.2.1.7. Where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
 - 3.2.1.8. A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes other genders.
 - 3.2.1.9. An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or public authority.
 - 3.2.1.10. A reference to dollars or \$ means Australian dollars.
 - 3.2.1.11. References to the word 'include' or 'including' are to be construed without limitation.
 - 3.2.1.12. A reference to a time of day means that time of day in the place where the Office is located.
 - 3.2.1.13. A reference to a business day means a day other than Saturday or Sunday on which banks are open for business generally in the place where the Office is located.
 - 3.2.1.14. Where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusively of that day.
 - 3.2.1.15. A term of this Constitution which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required to be done on or by the next business day.

3.3. Reference to this Constitution

- 3.3.1. A reference to this Constitution includes this Constitution as so amended.
- 3.3.2. Without limiting the provisions of the Corporations Act, no amendment shall be made to this Constitution which has not been approved by the Company.

3.4. Replaceable Rules

In so far as this Constitution does not cover a matter dealt with by the Replaceable Rules of the Corporations Act, the Replaceable Rules shall apply. In the event of any inconsistency between this Constitution and the Replaceable Rules, this Constitution shall prevail.

3.5. Exercise of powers

Except as specifically contemplated to the contrary in this Constitution, the Company may exercise any power, take any action, or engage in any conduct or procedure which under the Corporations Act a company limited by guarantee may exercise, take, or engage in.

4. MEMBERSHIP

4.1. Classes Membership

The Membership of the Company will be divided into the following classes of Membership:

4.1.1. Financial Members; and

4.1.2. Associate Members.

4.2. Financial Members and Associate Members

4.2.1. A Financial Member of the Company is a Member who has paid the annual subscription fee prescribed by the Board from time to time and who has been admitted to Membership as provided by this clause 4.

4.2.2. An Associate Member of the Company is a member who has been admitted to Membership as an Associate Member as prescribed by this Clause 4 for a specified time and who is contributing as a volunteer or in an advisory capacity or who is a person who the Board determines it is desirable to admit to being an Associate Member of the Company.

4.3. Membership

The Members of the Company are the initial Members as identified in the application for incorporation of the Company to the Australian Securities and Investments Commission and such other persons as the Company admits to Membership in accordance with this Constitution.

4.4. Application for Membership

4.4.1. Any individual who:

4.4.1.1. either:

4.4.1.1.1. supports the objects of the Company;

4.4.1.1.2. lives, works or is enrolled as a student at an educational institute in the Area served by the Company; or

4.4.1.1.3. is a client of the Company; and

4.4.1.2. is not an employee of the Company; and

4.4.1.3. is over the age of 18 years; and

4.4.1.4. has paid the annual subscription fee; or

4.4.1.5. who the Board determines it is desirable to admit to Membership,

may apply to become a Financial Member of the Company.

4.4.2. Any individual who:

4.4.2.1. either:

4.4.2.1.1. supports the objects of the Company;

4.4.2.1.2. lives, works or is enrolled as a student at an educational institute in the area served by the Company;

4.4.2.1.3. is contributing as a volunteer or in an advisory capacity and is registered on the register of volunteers; or

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- 4.4.2.1.4. is a client of the Company; and
 - 4.4.2.2. is not an employee of the Company; or
 - 4.4.2.3. who the Board determines it is desirable to admit to be an Associate Member, may apply to become an Associate Member of the Company.

4.5. Members

- 4.5.1. All Financial Members must pay the annual subscription fee determined in accordance with clause 5;
- 4.5.2. All Members must comply with this Constitution.
- 4.5.3. Subject to Clause 4.5.4, a Financial Member has the right to:
 - 4.5.3.1. receive notice of general meetings and proposed special resolutions in the manner and time prescribed by this Constitution;
 - 4.5.3.2. submit items of business for consideration at a general meeting;
 - 4.5.3.3. attend and be heard at general meetings;
 - 4.5.3.4. vote at a general meeting;
 - 4.5.3.5. have access to the minutes of general meetings; and
 - 4.5.3.6. inspect the register of members.
- 4.5.4. A Financial Member is entitled to vote if;
 - 4.5.4.1. more than 60 days have passed since he or she became a member of the Company; and
 - 4.5.4.2. the Member's membership rights are not suspended for any reason.
- 4.5.5. An Associate Member has the right to:
 - 4.5.5.1. receive notice of general meetings and proposed special resolutions in the manner and time prescribed by this Constitution; and
 - 4.5.5.2. attend and be heard at general meetings.

4.6. Form of application

- 4.6.1. A person wishing to apply for Membership to the Company must:
 - 4.6.1.1. provide a signed application in a form approved by the Board;
 - 4.6.1.2. provide documents or evidence as to their qualification for Membership; and
 - 4.6.1.3. provide the annual subscription fee (if applying for Financial Membership) determined in accordance with clause 5;to the Secretary of the Company.

4.7. Admission to Membership

- 4.7.1. The Directors must consider an application for Membership as soon as practicable after its receipt and determine in their discretion, the admission or rejection of the applicant.
- 4.7.2. In the case of an Associate Member the Board shall upon accepting an application for membership set a period of time for which such membership shall apply. The Board may at its discretion extend this period and/or fix, different periods of Associate Membership for different persons. The membership of an Associates Member expires at the end of the set term of membership.
- 4.7.3. The Directors do not have to give reasons for rejecting an application or granting a particular Membership.
- 4.7.4. If an application for Membership is rejected, any subscription fee accompanying the application must be refunded to the applicant.
- 4.7.5. If an applicant is accepted for Membership the Secretary must notify the applicant of the admission in the form of a receipt for the annual subscription fee or in such other form as the Board determine and the name and details of the applicant must be entered in the Register. In the case of an Associate Member, the term of membership determined by the Board shall be notified to the applicant.

4.8. Register of Members

- 4.8.1. A Register of the Members of the Company must be kept in accordance with the Corporations Act.
- 4.8.2. As soon as practicable after an application for Membership is approved by the Board, the following details must be entered in the Register in respect of each Member:
 - 4.8.2.1. The full name of the Member;
 - 4.8.2.2. The residential and postal address, telephone number and e-mail address, if any, of the Member;
 - 4.8.2.3. The category of Membership;
 - 4.8.2.4. The date of admission to Membership;
 - 4.8.2.5. The date of last payment of the Member's annual subscription fee;
 - 4.8.2.6. In the case of Associate Members, the term of Membership; and
 - 4.8.2.7. Such other information as the Directors require.
- 4.8.3. Each Member must notify the Secretary in writing of any change in that Member's name, address, telephone number or e-mail address within one month after that change.

4.9. Rights not transferrable

The rights of a member are not transferrable and end when membership ceases.

4.10. Ceasing Membership

- 4.10.1. The membership of a person ceases on resignation, expulsion or death.

4.10.2. If a person ceases to be a Member of the Company, the Secretary must, as soon as practicable, enter the date the person ceased to be a Member in the register of members.

4.11. Resigning as a member

4.11.1. A Member may resign by notice in writing given to the Secretary. The resignation is deemed to take effect from the date of receipt of the notice of resignation, or such later date as is provided in the notice.

4.11.2. A Member is taken to have resigned if;

4.11.2.1. In the case of an Associate Member when the term of Membership has expired; or

4.11.2.2. The Financial Member's annual subscription is more than six months in arrears.

4.11.3. The member is removed under clause 6.

5. ANNUAL SUBSCRIPTION FEE

5.1. The annual subscription fee payable by a Financial Member is such sum as the Board prescribes from time to time.

5.2. All annual subscription fees are due and payable in advance on 1st July in each year.

5.3. If a person applies for Membership after 31st March in any year, the Directors may reduce the annual subscription fee payable by the applicant on a pro rata basis or to a fixed amount determined from time to time.

5.4. Associate Members do not have to pay an annual subscription fee.

5.5. Unpaid Annual Subscription Fees

A Financial Member ceases to be entitled to any of the rights or privileges of Membership if the annual subscription fee of that Member remains unpaid for two months after it became payable. However, the rights and privileges of Membership will be reinstated on payment of all arrears unless the Member is deemed to have resigned prior to payment by Clause 4.11.2.2.

6. REMOVAL AND CESSATION OF MEMBERSHIP

6.1. Continuing Liability

A Financial Member remains liable for the obligations and liabilities of Membership in accordance with the provision of Clause 1.2.2.

6.2. Other cessation of Membership

A Financial Member ceases to be a Member on any Termination Event occurring.

6.3. Removal from Membership

6.3.1. The Directors may, at their discretion convene a meeting of Financial Members to consider the removal of a Member from the Register if a Member is no longer considered suitable for Membership of the Company by a majority of the Directors.

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- 6.3.2. The Directors will be required to provide at least two months written notice to any Member of any intention to remove the Member from the Register so as to enable the Member to provide any written representations to the Company.
 - 6.3.3. Where any written representations are made by the Member and the Member requests that the representations be notified to Members of the Company, the Company must do both of the following:
 - 6.3.3.1. state, in any notice of the resolution given to Members of the Company, that the representations have been made; and
 - 6.3.3.2. send a copy of the representations to every Member of the Company to whom the notice of the meeting has been or is sent.
 - 6.3.4. The requirements in clause 6.3.3 do not apply to the Company if the representations are received by it too late for it to satisfy those requirements.
 - 6.3.5. If a copy of the representations is not so sent because they were received too late or because of the Company's default, the Member may, without affecting any right to be heard orally, require the representations to be read out at the meeting.
 - 6.3.6. Copies of the representations need not be sent out and the representations need not be read out at the meeting if the Directors are satisfied on reasonable grounds that the rights conferred by clause 6.3.3 are being abused to secure needless publicity or defamatory matter.
 - 6.3.7. The Directors must give written reasons for recommending the removal of any Member from the Register.
 - 6.3.8. An ordinary resolution of Members is required to pass the necessary resolution to remove a Member under clause 6.3.1.

7. NO PROFITS FOR MEMBERS

- 7.1. The income and Property of the Company shall be applied solely towards the promotion of the objectives of the Company.
- 7.2. The Company must not pay or transfer, directly or indirectly, income or property of the Company to Members of the Company, by way of dividend loans or otherwise, except as provided by this Constitution, as reimbursement for out of pocket expenses incurred on behalf of the Company or proper remuneration for administrative services.
- 7.3. **Payments, services and information**
 - 7.3.1. Nothing in Clause 7 prevents the payment in good faith of any of the following:
 - 7.3.1.1. Remuneration to any officers or employees of the Company for services actually rendered to the Company, including by way of a Director's fee.
 - 7.3.1.2. An amount to any Member in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual course of business.
 - 7.3.1.3. Reasonable and proper interest on money borrowed from any Member.
 - 7.3.1.4. Reasonable and proper rent for premises let by any Member to the Company.

7.3.2. Nothing in Clause 7 prevents the distribution of government grant monies to Members where the grant is expressly on the basis that the monies be used for the benefit of persons including Members.

7.3.3. Nothing in Clause 7 prevents the Company from providing services or information to the Members on terms which are different from the terms on which services or information are provided to persons who are not Members.

8. GENERAL MEETINGS

8.1. Convening of meetings by Directors

8.1.1. Any two Directors may convene a General Meeting.

8.1.2. The Directors must call and arrange to hold a General Meeting if required to do so under the Corporations Act.

8.2. Convening of meetings by Members

Members may call a General Meeting in accordance with and in the circumstances set out in sections 249E and 249F of the Corporations Act.

8.3. Notice of General Meeting

8.3.1. Written notice of a General Meeting must specify the place, the day and the hour of the meeting and if the meeting is to be held in two or more places, the technology that will be used to facilitate the meeting, the general nature of the business to be transacted and any other matters as are required by the Corporations Act.

8.3.2. A notice of a General Meeting may be given by any form of communication permitted by the Corporations Act.

8.3.3. The accidental omission to give notice of any General Meeting to, or the non receipt of a notice by, a person entitled to receive notice does not invalidate a resolution passed at the General Meeting.

8.4. Cancellation of General Meeting

8.4.1. The Directors may cancel a General Meeting, other than a General Meeting which they are required to convene and hold under the Corporations Act.

8.4.2. A meeting may only be cancelled in accordance with clause 8.4.1 if notice of the cancellation is given to all persons entitled to receive notice of the meeting at least three clear business days prior to the time of the meeting as specified in notice of meeting.

8.5. Quorum at General Meeting

8.5.1. Business may not be transacted at a General Meeting unless a quorum of Financial Members is present at the time when the meeting proceeds to business.

8.5.2. Except as otherwise set out in this Constitution, five (5) Financial Members in person or represented by proxy is a quorum.

8.5.3. If a quorum is not present within half an hour from the time appointed for the meeting, or a longer period allowed by the Chairperson:

8.5.3.1. Where the meeting was convened by or on the requisition of Financial Members, it must be dissolved; or

8.5.3.2. It must stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Financial Members present (being not less than three) shall be a quorum.

8.6. Minutes

The Chairperson must cause minutes of the resolutions and proceedings of each General Meeting to be made, such minutes to be signed by the Chairperson of the meeting at which the proceedings were held or by the Chairperson at any succeeding meeting.

8.7. Appointment of Chairperson

8.7.1. If the Directors have elected one of their number as Chairperson of their meetings, that person is entitled to preside as Chairperson at every General Meeting.

8.7.2. The Directors present at a General Meeting must elect one of their number to chair the meeting if either of the following applies:

8.7.2.1. A Director has not been elected as the Chairperson of Directors meetings.

8.7.2.2. The Chairperson is not present within 15 minutes after the time appointed for the holding of the meeting or he is unwilling to act.

8.7.3. The Financial Members present at a General Meeting must elect one of their number to chair the meeting if there are no Directors present within 15 minutes after the time appointed for the holding of the meeting or all Directors present decline to take the chair.

8.8. Chairperson's powers

8.8.1. Subject to the terms of this Constitution dealing with adjournment of meetings, the ruling of the Chairperson on all matters relating to the order of business, procedure and conduct of the General Meeting is final and no motion of dissent from a ruling of the Chairperson may be accepted.

8.8.2. The Chairperson in his or her discretion may expel any Member or Director from a General Meeting if the Chairperson reasonably considers that the Member's or Director's conduct is inappropriate behaviour. Any of the following conduct may be considered to be inappropriate in a General Meeting:

8.8.2.1. The use of offensive or abusive language which is directed to any person, object or thing.

8.8.2.2. Behaviour of a threatening or abusive manner which is directed to any person, object or thing.

8.8.2.3. Attendance at the meeting while under the influence of any kind of drug including but not limited to any alcoholic substance.

8.8.2.4. The use or consumption of any drug including but not limited to any alcoholic substance.

8.9. Adjournment of meetings

- 8.9.1. The Chairperson may, with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting to another time and to another place.
- 8.9.2. The only business that may be transacted at any adjourned meeting is the business left unfinished at the meeting from which the adjournment took place.
- 8.9.3. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.
- 8.9.4. Except when a meeting is adjourned for 30 days or more, it is not necessary to give a notice of adjournment or of the business to be transacted at an adjourned meeting.

8.10. Voting on a show of hands

- 8.10.1. At a General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is demanded before that vote is taken or before the result is declared or immediately after the result is declared.
- 8.10.2. If a poll is not duly demanded, a declaration by the Chairperson that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

8.11. Demand for a poll

- 8.11.1. A poll may be demanded by either:
 - 8.11.1.1. The Chairperson.
 - 8.11.1.2. At least five (5) Financial Members entitled to vote on the resolution.
- 8.11.2. The demand for a poll may be withdrawn.
- 8.11.3. The demand for a poll does not prevent the continuance of a meeting for the transaction of business other than the question on which a poll is demanded.
- 8.11.4. If a poll is demanded, it must be taken in the manner and, except as to the election of a Chairperson or on a question of adjournment, either at once or after an interval or adjournment or otherwise as the Chairperson directs. The result of the poll is the resolution of the meeting at which the poll is demanded.
- 8.11.5. A poll demanded on the election of a Chairperson or on a question of adjournment, must be taken immediately.

8.12. Voting rights of Financial Members

- 8.12.1. On a show of hands every person present who is a Financial Member has one vote.
- 8.12.2. On a poll every Financial Member present in person or by proxy, attorney or representative has one vote.

8.13. Equality of Votes at General Meetings

In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands takes place or at which the poll is demanded shall not be entitled to a second or casting vote, and the notion shall be declared lost.

8.14. Objection to voter qualification

8.14.1. No objection may be made to the qualification of a voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered.

8.14.2. An objection to the qualification of a voter must be referred to the Chairperson, whose decision is final.

8.14.3. A vote not disallowed according to an objection as provided in this Constitution is valid for all purposes.

8.14.4. A Financial Member who is of unsound mind or whose personal estate is liable to be dealt with in any way under the law relating to mental health may vote, whether on a show of hands or on a poll, by his or her committee or by his or her trustee, or by such other person as properly has the management of his or her estate.

8.15. Resolution in writing

A resolution in writing signed by all Financial Members is to be treated as a determination of the Members passed at a meeting of the Members duly convened and held.

8.16. Form of resolution in writing

8.16.1. A resolution in writing may consist of several documents in like form, each signed by one or more Financial Members and if so signed it takes effect on the latest date on which a Financial Member signs one of the documents.

8.16.2. If a resolution in writing is signed by a proxy of a Financial Member, it must not also be signed by the appointing Financial Member and vice versa.

8.16.3. The Company may treat as signed a document on which a facsimile or electronic signature appears or which is otherwise acknowledged by a Member in a manner satisfactory to the Board as being signed by that Member.

9. ANNUAL GENERAL MEETING

9.1. The Annual General Meeting will be held on a day nominated by the Board between the 1st July and the 30th of November each year.

9.2. Unless otherwise provided for in this Constitution, the ordinary business of the Annual General Meeting shall be;

9.2.1. To confirm the minutes of the previous Annual General Meeting and any Special General Meetings held in the preceding year.

9.2.2. To receive the Report of Directors and audited statements of accounts for the preceding financial year in accordance with the provisions of the Corporations Act and any other relevant legislation as amended from time to time.

9.2.3. To consider any resolution of which 28 days written notice has been given by a Financial Member to the Secretary.

9.2.4. Appointment of Auditor and fix the remuneration of the Auditor

9.2.5. To elect/confirm the Elected Directors; and

9.2.6. To confirm the Appointed Directors

9.3. There must not be any discussion at an Annual General Meeting concerning the minutes referred to in Clause 9.2.1 except as to their accuracy.

10. PROXIES AND REPRESENTATIVES

10.1. Proxies and representatives of Members

10.1.1. At meetings of Members each Financial Member entitled to vote may vote in person or by proxy or by attorney.

10.1.2. Subject to the terms of their appointment, a person attending as a proxy, or as the attorney of a Financial Member, has all the powers of a Financial Member, except where expressly stated to the contrary.

10.2. Appointment of proxies

10.2.1. A Financial Member may appoint another Financial Member as their proxy to attend and vote instead of the Financial Member.

10.2.2. A document appointing a proxy must be in writing, in a form permitted by the Corporations Act and signed by the Financial Member making the appointment.

10.3. Authority of proxies

10.3.1. A document appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where the document so provides, the proxy is not entitled to vote on the resolution except as specified in the document.

10.3.2. Except as expressly provided by the document appointing a proxy, an appointment of a proxy confers authority to do all things that a Financial Member can do in respect of a General Meeting.

10.4. Verification of proxies

10.4.1. Subject to clause 10.4.2, before the meeting or adjourned meeting at which the proxy proposes to vote, both of the following documents must be deposited with the Company:

10.4.1.1. The document appointing the proxy.

10.4.1.2. If the appointment is signed by the appointor's attorney, the authority under which the appointment was signed or a certified copy of that authority.

10.4.2. The document appointing the proxy and the authority referred to at clause 10.4.1.2, must be received at the Office, or electronic address of the Office or at another place or electronic address specified for that purpose in the notice convening the meeting, not less than 24 hours before the time for holding the meeting.

10.4.3. If a General Meeting has been adjourned, an appointment and any authority received by the Company at least 24 hours before the resumption of the meeting are effective for the resumed part of the meeting.

11. APPOINTMENT AND RETIREMENT OF DIRECTORS

11.1. Number of Directors

- 11.1.1. Unless otherwise determined in accordance with this Constitution the number of Directors must not be less than five (5) or more than nine (9).
- 11.1.2. The Company may, by resolution, increase or reduce the number of Directors and may also determine in what rotation the increase or reduction is to go out of office.
- 11.1.3. The Financial Members will elect 5 Directors (Elected Directors) and up to 4 Directors may be appointed by the Board of Directors (Appointed Directors)

11.2. Qualifications of Directors

A person is only eligible for appointment as a Director of the Company if the person is a Financial Member and remains so throughout their term as a Director of the Company and meets the standards of a Director as set by the Company from time to time.

11.3. Elected Directors

- 11.3.1. Nominations for the position of Elected Director at an Annual General Meeting may be submitted by a Financial Member
- 11.3.2. Elected Directors shall retire at the third AGM after their election.
- 11.3.3. An Elected Director retiring at an Annual General Meeting who is not disqualified by law from being reappointed is eligible for re-election and may act as a Director throughout the meeting at which that Director retires.
- 11.3.4. An Elected Director may retire from office by giving notice in writing to the Company of that Director's intention to retire. A notice of resignation takes effect at the time which is the later of the time of giving the notice to the Company and the expiration of the period, if any, specified in the notice.
- 11.3.5. The election of Directors shall take place at the Annual General Meeting by such means as the Chair shall determine.

11.4. Appointed Directors

- 11.4.1. The appointment of Directors by the Board (Appointed Directors) must take into account that the Board should have sufficient expertise in Law, Finance, Health, Governance and such other areas as it deems fit.
- 11.4.2. The Board may at any time directly appoint up to four Directors for terms up to three years, and the period may be extended upon such terms as determined by the Board.
- 11.4.3. Appointed Directors may retire from office by giving notice in writing to the Company of that Director's intention to retire. A notice of resignation takes effect at the time which is the later of the time of giving the notice to the Company and the expiration of the period, if any, specified in the notice.

11.5. Casual vacancies

- 11.5.1. The Directors may at any time appoint a person to be an Elected Director, to fill a casual vacancy in the number of Elected Directors. The total number of Directors may not exceed the number fixed in accordance with this Constitution.

11.5.2. A Director appointed under 11.5.1 holds office only until the next Annual General Meeting and is then eligible for election.

11.5.3. This person is not an Appointed Director as defined in clause 11.4

11.6. Removal from office

11.6.1. The Company may by ordinary resolution remove a Director from office and may by ordinary resolution appoint another person as a replacement.

11.6.2. A person may be appointed to replace a Director removed from office and such Director holds office only until the next Annual General Meeting and is then eligible for re-election.

11.7. Vacation of office

11.7.1. In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Corporations Act or another provision of this Constitution, the office of Director becomes vacant if any of the following occurs:

11.7.1.1. If the Director resigns his or her office by notice in writing to the Company.

11.7.1.2. If the Director becomes bankrupt.

11.7.1.3. If the Director becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health.

11.7.1.4. If the Director is absent without the consent of the Directors from the meetings of the Directors held during a continuous period of three months without being granted a leave of absence and the Board resolves that the office of that Director be vacated.

11.7.1.5. If the Director becomes prohibited from being a Director by reason of an order made under the Corporations Act.

11.7.1.6. If the Director for more than six months is absent without permission of the Chairperson from meetings of the Board held during that period.

11.7.1.7. If the Director is directly or indirectly interested in any contract or proposed contract with the Company provided, however, that a Director shall not vacate his or her office by reason of his or her being a Member of any corporation, society or association which has entered or proposes to enter into a contract with the Company if he or she shall have declared the nature of his or her interest in a manner required by the Corporations Act.

11.8. Leave of Absence

A Director may be granted a leave of absence for a period to be determined at the discretion of the Board or by a person to whom the Board delegates this function. An application for leave of absence shall be in writing, stipulating the requested period of leave and made to the Secretary.

12. DIRECTOR'S REMUNERATION

12.1. Payment for services

12.1.1. A Director who is called upon to perform extra services or to make a special exertion or to undertake executive or other work for the Company beyond or outside of the Director's ordinary duties or is engaged to provide any other service, may be paid a fee for those services, exertions or work. This cost will be in addition to a Director's fee as approved by the Board.

12.1.2. The fee may be paid either by fixed sum or salary determined by the Directors.

12.2. Payment must be made in good faith

Any payment made to a Director by the Company under this clause 12 must be made in good faith.

13. POWERS OF DIRECTORS

13.1. The business of the Company shall be managed by the Directors who may exercise all such powers of the Company, as are not, by the Corporations Act or by this Constitution, required to be exercised by the Company in general meeting, subject, nevertheless, to any provisions of this Constitution, to the provisions of the Corporations Act, being not inconsistent with the above mentioned provisions, as may be prescribed by the Company in general meeting. Provided that any rule, regulation or by-law of the Company made by the Directors may be disallowed by the Company in general meeting. No resolution of or regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that resolution or regulation had not been passed or made.

14. PROCEEDINGS OF DIRECTORS

14.1. Number of Director's meetings

The Board of Directors must meet a minimum of six (6) times in each year at such place and time as the Board determines

14.2. Convening of Director's meetings

A Director may at any time, and a Secretary must on the requisition of a Director, convene a meeting of Directors.

14.3. Notice of Directors' meetings

14.3.1. Notice of each meeting of the Directors must be given to each Director at least 48 Hours before the meeting or at another time determined by resolution of the Directors.

14.3.2. All Directors may waive in writing the required period of notice for a particular meeting and it is not necessary to give a notice of a meeting of Directors to a Director who is out of Australia or who has been given leave of absence.

14.4. Mode of meeting for Directors

A Directors' meeting may be called or held using any technology consented to by all the Directors. The consent may be a standing one. A Director may only withdraw their consent within a reasonable period before a meeting. The Directors may otherwise regulate their meetings as they think fit.

14.5. Quorum at Directors' meetings

- 14.5.1. At a meeting of Directors, the number of Directors whose presence is necessary to constitute a quorum is five (5) or such greater number as may be fixed by the Directors.
- 14.5.2. The continuing Directors may act notwithstanding any vacancy in the Directors, but if and so long as their number is reduced below the number fixed by or pursuant to this Constitution as the necessary quorum of the Directors, the continuing Director or Directors may act for the purpose of increasing the number of the Directors to that number, or of summoning a General Meeting of the Company, but for no other purpose.

14.6. Voting at Directors' meetings

Questions arising at a meeting of Directors must be decided by a majority of votes of Directors present and voting. A decision of the majority is for all purposes a decision of the Directors.

14.7. Appointment of Chairperson of Directors, Deputy Chairperson and Treasurer

- 14.7.1. The Directors may elect:
 - 14.7.1.1. a Director to chair their meetings;
 - 14.7.1.2. a Director to be Deputy Chairperson;
 - 14.7.1.3. a Director to be Treasurer;and determine the period for which the person elected is to hold office at the next Board meeting after the annual general meeting.
- 14.7.2. If a Chairperson has not been elected, or if at any meeting the Chairperson is not present within 10 minutes after the time appointed for holding the meeting or is unwilling to act, the Directors present may choose one of their number to chair the meeting.

14.8. Chairperson's vote at Directors meetings

The Chairperson is not entitled to a second or casting vote at meetings of Directors, and any motion in which there is an equality of votes shall be declared lost.

14.9. Participation where Director has indicated an interest

- 14.9.1. A Director may be present and may vote on a matter before the Board if and to the extent that they are permitted to do so under the Corporations Act.
- 14.9.2. If there are not enough Directors to form a quorum as a result of a Director having an interest which disqualifies them from voting then one or more of the Directors (including those who are disqualified) may adjourn the matter to the next meeting of the Directors or may call a General Meeting of the Company and the General Meeting may pass a resolution to deal with the matter.

14.10. Establishment of sub Committees

- 14.10.1. The Directors establish such sub-committees comprising Directors or other persons as they think fit.
- 14.10.2. In the exercise of any powers delegated to it, a sub-committee formed by the Directors must conform to the directions of the Board.

14.11. Proceedings of committees

- 14.11.1. The meetings and proceedings of a sub-committee formed by the Directors must be governed by the provisions of this Constitution, or any charter or terms of reference fixed by the Board.
- 14.11.2. A sub-committee may elect a Chairperson of its meeting who shall be a Director of the Company; if no such Chairperson is elected, or if at any meeting the Chairperson is not present within ten minutes after the time appointed for holding the meeting, the members of the sub-committee present may choose one of their number to be Chairperson of the Meeting provided he or she is a Director of the Company.
- 14.11.3. A sub-committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members of the sub-committee present, and in the case of an equality of votes the Chairperson of the sub-committee shall have no second or casting vote.

14.12. Validity of acts of Directors

All acts done by a meeting of the Directors or of a sub-committee or by a person acting as a Director are valid even if it is later discovered that there is a defect in the appointment of a person to be a Director or a member of the sub-committee or that they or any of them were disqualified or were not entitled to vote.

14.13. Advisory Group

- 14.13.1. The Board may establish one or more advisory groups for specified timeframes and for specified objectives. In establishing an advisory group the Board shall provide a charter or terms of reference as to how it requires the advisory group to operate and what it is established to achieve or undertake.
- 14.13.2. Advisory groups serve to make recommendations and/or provide key information to the Board.
- 14.13.3. Advisory groups can be standing (or ongoing) or ad hoc in nature.
- 14.13.4. Advisory groups do not have any authority to bind or direct the Company or the Board.
- 14.13.5. The charter or terms of reference establishing an advisory group must specify the advisory group's purpose, duration, guidelines for membership, how it contributes knowledge and skills, and any structures/policies by which the advisory group interacts with the Board.
- 14.13.6. The chair of any advisory group is responsible for the organisation and development of the advisory group and is the point of contact between the advisory group and the Board.

14.14. Finances

- 14.14.1. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its property, or any part thereof, and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company.
- 14.14.2. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, shall be signed, drawn,

endorsed or otherwise executed, as the case may be, by any two Directors or in such other manner as the Directors from time to time determine.

15. MINUTES

15.1. The Directors shall cause minutes to be made of:

- 15.1.1. all appointments of officers;
- 15.1.2. names of Directors present at all meetings of the Company and of the Directors and of any committee of the Directors; and
- 15.1.3. all resolutions and proceedings at all meetings of the Company and of the Directors and of any committee of Directors.

Such minutes shall be signed by the Chairperson of the meeting at which the proceedings were held or by the Chairperson of any succeeding meeting.

15.2. Resolution in writing

A resolution in writing signed by all Directors, except Directors who have been given leave of absence, is to be treated as a determination of the Directors passed at a meeting of the Directors duly convened and held.

15.3. Form of resolution in writing

- 15.3.1. A resolution in writing may consist of several documents in like form, each signed by one or more Directors and if so signed it takes effect on the latest date on which a Director signs one of the documents.
- 15.3.2. The Company may treat as signed a document on which a facsimile or electronic signature appears or which is otherwise acknowledged by a Director in a manner satisfactory to the Board as being signed by that Director.

16. COMPANY SECRETARY/CHIEF EXECUTIVE OFFICER

16.1. The Directors may appoint one or more Secretaries (hereinafter called Secretary) and may at any time terminate the appointment or appointments. The Directors may determine the terms and conditions of appointment of a Secretary, including remuneration. Any one of the Secretaries may carry out any act or deed required by this Constitution, the Corporations Act or by any other statute to be carried out by the Secretary of the Company.

16.2. The Chief Executive Officer of the Company may also be the Secretary of the Company for the purposes of the Act.

16.3. The Directors may delegate to the Company Secretary/Chief Executive Officer the responsibility for:

- 16.3.1. the overall day to day management of the Company and its finances;
- 16.3.2. compliance with a Funding and Service Agreement;
- 16.3.3. the supervision of the Company staff;
- 16.3.4. dealing with the correspondence of the Company;
- 16.3.5. the safe custody of all books, documents and securities of the Company;

16.3.6. ensuring the compliance of the Company's obligations under the Corporations Act and any other relevant legislation including legislation relating to taxation and privacy laws; and

16.3.7. ensuring the compliance of the Company with this Constitution.

17. INDEMNITY AND INSURANCE/CONFLICT OF INTEREST

17.1. Indemnity

17.1.1. Every Director, Auditor, Secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability arising out of the execution of duties of his or her office which is incurred by him or her defending any proceedings, whether civil or criminal, in which judgement is given in his or her favour or in which he or she is acquitted or in connection with an application under the Corporations Act in which relief is granted to him or her by the Court in respect of any negligence default breach of duty or breach of trust.

17.1.2. To the extent permitted by law, the Company may pay or agree to pay a premium in respect of a contract insuring a person who is, or has been, an officer or employee of the Company against a liability incurred by the person in their capacity as an officer or employee of the Company.

17.2. Conflict of Interest

17.2.1. A Director who has a material personal interest in a matter that is being considered at a Director's meeting;

17.2.1.1. may be present while the matter is being considered at a meeting; but

17.2.1.2. must not vote on the matter

unless the interest does not need to be disclosed under section 191 of the Corporations Act.

18. SEALS AND EXECUTION OF DOCUMENTS

18.1. Custody of seal

The Directors must provide for the safe custody of the Company Seal.

18.2. Execution of documents

18.2.1. The Company may execute a document by affixing the Seal to the document where the fixing of the Seal is witnessed by any of the following:

18.2.1.1. by two Directors; or

18.2.1.2. by a Director and a Secretary; or

18.2.1.3. by a Director and some other person appointed by the Directors for that purpose.

18.2.2. The Company may execute a document without the use of a Seal if the document is signed by either of the following:

18.2.2.1. by two Directors; or

18.2.2.2. by a Director and a Secretary.

18.3. Official seals

The Company may have for use in place of the Seal outside the jurisdiction where the Seal is kept, one or more official seals, to be used in accordance with procedures approved by the Directors.

The Secretary must keep a register of all instruments to which the Seal is attached.

19. DISPOSAL OF SURPLUS ASSETS ON WINDING UP OR DISSOLUTION

19.1. Upon the winding up or dissolution of the Company, or if its endorsement as a deductible gift recipient is revoked (whichever occurs first), any surplus of the following assets must be transferred to another organisation with similar objects, which is charitable at law, to which income tax deductible gifts can be made:

19.1.1. gifts of money or property for the principal purpose of the Company

19.1.2. contributions made in relation to an eligible fundraising event held for the principal purpose of the Company;

19.1.3. money received by the Company because of such gifts and contributions.

19.2. In the event of winding up or dissolution, any surplus assets not dealt with under clause 19.1 should be transferred as determined by the Company to another organisation which:

19.2.1. has objects similar to the objects of the Company; and

19.2.2. is prohibited by its constituting documents from distributing its income and property among its Members on terms substantially to the effect of clause 7.1 of this Constitution

20. ACCOUNTS, AUDIT AND RECORDS

20.1. Accounts

The Directors shall cause proper accounting and other records to be kept and shall distribute copies of every statement of financial performance and statement of financial position (including every document required by law to be attached thereto) accompanied by a copy of the Auditor's report thereon as required by the Corporations Act, provided, however, that the Directors shall cause to be made out and laid before each Annual General Meeting a statement of financial performance and statement of financial position made up to date not more than six months before the date of the meeting.

20.2. Audit

A registered company auditor must be appointed. The remuneration of the auditor must be fixed and the auditor's duties regulated in accordance with the Corporations Act.

20.3. Rights of inspection

Subject to the Corporations Act the Directors shall determine whether and to what extent, and to what time and places and under what conditions, the accounting records and other documents of the Company or any of them are open to the inspection of Financial Members other than Directors, and a Member other than a Director does not have the right to inspect any document of the Company except as provided by law or authorised by the Directors of by the Company in General Meeting.

21. NOTICES

21.1. Persons authorised to give notices

- 21.1.1. A notice by either the Company or a Financial Member in connection with this Constitution may be given on behalf of the Company or Financial Member by a solicitor, Director, the Secretary, or Financial Member.
- 21.1.2. The signature of a person on a notice given by the Company may be written, printed or stamped.

21.2. Method of giving notices

- 21.2.1. In addition to the method for giving notices permitted by statute, a notice by the Company or a Financial Member in connection with this Constitution may be given to the addressee by any of the following means:
 - 21.2.1.1. By delivering it to the last known street address of the addressee;
 - 21.2.1.2. By sending it by prepaid ordinary post (airmail if outside Australia) to the last known street or postal address of the addressee;
 - 21.2.1.3. By sending it by e-mail to the last known e-mail address of the addressee.

21.3. Addresses for giving notices to Members

- 21.3.1. The last known street or postal address of a Member is the street or postal address of the Member shown in the Register.
- 21.3.2. The last known e-mail address of a Member is the address which the Member has specified by written notice to the Company as the e-mail address to which notices may be sent to that Member and which is shown in the Register.

21.4. Address for giving notices to the Company

- 21.4.1. The street and postal address of the Company is the Office.
- 21.4.2. The e-mail address of the Company is the address which the Company may specify by written notice to the Members as the e-mail address to which notices may be sent to the Company.

21.5. Time notice of meeting is given

- 21.5.1. A notice of meeting given in accordance with this Constitution is to be taken to have been, served and received at the following times:
 - 21.5.1.1. If delivered in writing to the last known street address of the addressee; at the time of delivery.
 - 21.5.1.2. If it is sent by post to the last known street or postal address of the addressee; three business days after posting;
 - 21.5.1.3. If sent by e-mail to the last known or e-mail address of the addressee; at the time transmission is completed.

21.6. Time other notices are given

21.6.1. A notice given in accordance with this Constitution is taken as given, served and received at the following times:

21.6.1.1. If delivered in writing to the last known street address of the addressee; at the time of delivery;

21.6.1.2. If it is sent by post to the last known street or postal address of the addressee, on the third business day after posting;

21.6.1.3. If sent by e-mail to the last known e-mail address of the addressee; at the time transmission is completed.

21.7. Proof of giving notices

21.7.1. The sending of a notice by e-mail and the time of completion of transmission may be proved conclusively by production of a printout of an acknowledgement of sending of the e-mail.

21.8. Persons entitled to notice of meeting

21.8.1. Notice of every General Meeting must be given by a method authorised by this Constitution to all the following persons:

21.8.1.1. every Financial Member and Associate Member;

21.8.1.2. every Director; and

21.8.2. The auditor for the time being of the Company.

21.8.3. No other person is entitled to receive notices of General Meetings.

22. GRIEVANCE PROCEDURES

22.1. If the Secretary becomes aware of a dispute or grievance under this Constitution between Members or between a Member(s) and the Company, the Secretary must mediate and endeavour to resolve the dispute.

22.2. If the Secretary is unable to resolve the dispute, the procedure as set out in this Clause 22 may be implemented.

22.3. Notwithstanding Clause 22.1, if there is a dispute or grievance under this Constitution between Members, or between a Member(s) and the Company, then one or more of those Members may, by notice in writing to the Chairperson of the Board declare that there is a dispute or grievance between Members, or a Member(s) and the Company (in this clause called **Disputant Members**) and set out in a written notice details of the dispute or grievance.

22.4. On receipt of a notice of dispute or grievance the Chairperson of the Board must without delay:

22.4.1. convene a Special Meeting of the Board to hear the dispute or grievance at a time not earlier than seven (7) days or later than twenty-one (21) days after the notice convening the Special Meeting is given; and

22.4.2. give to each Disputant Member:

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- 22.4.2.1. copies of the notice/s declaring the dispute or grievance and the notice convening the Special Meeting of the Board; and
- 22.4.2.2. a copy of Clause 22 together with a statement that the procedures contained therein will be followed.
- 22.5.** Each Disputant Member must give to the Chairperson not later than three (3) days before the date of the Special Meeting of the Board, a written copy for each Member of the Board and the Secretary of the submission intended to be made to the Board.
- 22.6.** Each Disputant Member may appear before the Special Meeting of the Board in person or may be represented by a person appointed by the Disputant Member to act on his or her behalf.
- 22.7.** At the Special Meeting of the Board convened under this clause, each Disputant Member or their representative may confirm the written submission and may make other relevant representations of a reasonable length as may be appropriate.
- 22.8.** The Chairperson of the Board or the Member of the Board presiding at the Special Meeting and such other Members of the Board who are present at the Special Meeting may ask the Disputant Member questions regarding the submission and/or representations made. Otherwise there will be no other examination or cross examination of a Disputant Member or his or her representative.
- 22.9.** In all other respects the person presiding at the Special Meeting determines the procedures to be followed at the Special Meeting of the Board, but must at all times ensure that the principles of natural justice are applied.
- 22.10.** After the Board has heard from the Disputant Member(s), it may confer in camera and confer with other Financial Members. The Board must then, in an open meeting, announce the Board's decision in resolution of the dispute or grievance.
- 22.11.** The Board's decision is binding on the Disputant Member(s).