

Constitution

HEALTH NETWORK NORTHERN TERRITORY LTD.

27 NOVEMBER 2018



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Corporations Act 2001 (Cth) Public company limited by guarantee

Health Network Northern Territory Ltd.

ACN 158 970 480

Preamble

The Health Network Northern Territory Ltd. will work in collaboration with stakeholders to improve the Primary Health Care system in the Northern Territory, to ensure all Territorians have equitable access to high quality, safe health care.

1 Nature of Company and liability

Nature of Company

1.1 The Company is a public company limited by guarantee.

Liability of Members and guarantee on winding up

1.2 The liability of the Members is limited. Every Member undertakes to contribute not more than \$50.00 to the assets of the Company if it is wound up while that person is a Member, or within one year afterwards, for:

1.2.1 payment of the Company's debts and liabilities contracted before they ceased to be a Member; and

1.2.2 costs and expenses of winding up.

2 Objects

2.1 The Company has the following objects:

2.1.1 Support the efficiency and effectiveness of medical and health services for patients, particularly those at risk of poor health outcomes.

- 2.1.2 Improve coordination of care so that patients receive the right care in the right place at the right time.
 - 2.1.3 Improve health outcomes for Aboriginal people through comprehensive primary health services.
 - 2.1.4 Support and strengthen Aboriginal community control of comprehensive Primary Health Care.
 - 2.1.5 Support and strengthen the role of the general practice and allied health sectors in comprehensive Primary Health Care
 - 2.1.6 Engage with all health providers and the community to identify local health needs and regional service gaps.
 - 2.1.7 Increase equitable health outcomes by commissioning and supporting Primary Health Care services and promoting Primary Health Care initiatives and programs.
 - 2.1.8 Support clinicians and service providers to deliver best practice care.
 - 2.1.9 Deliver and promote high quality education and inter-professional learning opportunities for Primary Health Care providers.
 - 2.1.10 Support the attraction and retention of a sustainable qualified Primary Health Care workforce which provider culturally appropriate comprehensive Primary Health Care.
 - 2.1.11 Support the integration of the primary and secondary health care sectors to improve the patient journey.
- 2.2 The Company will seek to achieve its objects by:
- 2.2.1 Raising money to further the objects of the Company and to secure sufficient funds for the pursuit of the objects of the Company;
 - 2.2.2 Receiving any funds and to distribute these funds in a manner that best attains the objects of the Company; and
 - 2.2.3 Doing all such things as are incidental, convenient or conducive to the attainment of all or any of the objects of the Company.

3 Membership

Membership

- 3.1 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.

Membership not transferable

- 3.2 A Member's rights, privileges and benefits of membership are personal to the Member and membership of the Company is not transferable, other than by operation of law.

Application for membership

Members

3.3 All Members must comply with the provisions of this constitution.

Form of application to Board

3.4 An application for membership of the Company made to the Board must comply with the following requirements:

- 3.4.1 The applicant must be recognised as a leader in Primary Health Care in the Northern Territory of Australia;
- 3.4.2 It must be accompanied by such documents or evidence as to qualification for membership applied for as the Board may determine from time to time; and
- 3.4.3 It must be signed by, or on behalf of, the applicant.

Admission to membership via application to the Board

- 3.5 The Board must make a recommendation to the Company regarding the admission or rejection of the applicant after considering the application pursuant to clause 3.4.
- 3.6 Each Member must consider the Board's recommendation for membership in clause 3.5 as soon as practicable after it is made.
- 3.7 The Company is required to pass by Special Resolution by its Members the admission of the applicant as a Member, otherwise, should there be no Special Resolution reached for the approval of the applicant as a Member, the applicant must be rejected by the Board.
- 3.8 The Company must inform the Board of the Members' decision as soon as practicable after it is made and the Secretary must inform the applicant accordingly, and if the applicant is to be admitted, the name and details of the applicant must be entered in the Register.

Admission to membership by Members

- 3.9 The Company may at any time pass by Special Resolution a resolution to admit a party as a Member.
- 3.10 The Company must inform the Board of the Members' decision as soon as practicable after it is made and the Secretary must enter the name and details of the new Member in the Register.

Register of Members

- 3.11 A register of the Members of the Company must be kept in accordance with the *Corporations Act*.
- 3.12 The following details must be entered in the Register in respect of each Member:
 - 3.12.1 The full name and address of the Member (including ACN if applicable); and

- 3.12.2 The date on which the entry of the Member's name in the Register is made.
- 3.13 The Register must also show the following information, which may be kept separately from the rest of the Register:
- 3.13.1 The name and details of each person who stopped being a Member within the last seven years; and
- 3.13.2 The date on which each such person stopped being a Member.
- 3.14 The Company may also keep further registers recording other information about Members that is not required to be kept under the *Corporations Act*.
- 3.15 The following details may be entered in a register referred to in clause 3.11:
- 3.15.1 The telephone number, facsimile number and email address (as applicable) of the Member; and
- 3.15.2 Such other information as the Board may require.
- 3.16 Each Member must notify the Secretary in writing of any change in that person's name, address, telephone or facsimile number or email address within one month after the change.

4 Removal and cessation of membership

Resignation

- 4.1 A Member may resign from membership of the Company by giving written notice to the Secretary.
- 4.2 The resignation of a Member 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.

Other cessation of membership

- 4.3 A Member ceases to be a Member immediately upon any Termination Event occurring in respect of the Member.

5 No profits for members

Transfer of income or property

- 5.1 The Company may not pay or transfer any income or property, directly or indirectly to any Member.
- 5.2 The Company must not pay a dividend to any Member.

Payments, services and information

- 5.3 Nothing in clause 5.1 and 5.2 prevents the Company making a payment in good faith of any of the following:

- 5.3.1 An amount pursuant to clause 11 in the case of a Member who is also a Director and/or Secretary.
- 5.3.2 Reasonable and proper remuneration 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 of the Company.
- 5.3.3 Interest on money borrowed from any Member at a rate not exceeding a rate approved by the Board on money borrowed by the Company.
- 5.3.4 Reasonable and proper rent for premises leased or licensed by any Member to the Company.
- 5.3.5 Reimbursement of out-of-pocket expenses reasonably and properly incurred by any Member on the Company's behalf where the amount does not exceed an amount previously approved by the Board.
- 5.3.6 An amount pursuant to clause 15.

6 General meetings

Convening of meetings by Directors

- 6.1 Any Director may convene a general meeting.

Convening of meetings by Members

- 6.2 The Board must call and arrange to hold a general meeting if required to do so under the *Corporations Act*.

Notice of general meeting

- 6.3 The Board may give notice of a general meeting by any form of communication permitted by the *Corporations Act*.
 - 6.3.1 The notice of a general meeting must specify the place, the day and the hour of 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*.
 - 6.3.2 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.
- 6.4 A Director is entitled to receive notice of and attend a general meeting.
- 6.5 A Member may waive notice of a general meeting by written notice to the Company.
- 6.6 A Member who has not duly received notice of a general meeting may, before or after the meeting, notify the Company of the Member's agreement to anything done.

- 6.7 A Member's attendance at a meeting of Members waives any objection which that person may have had to a failure to give notice, or the giving of a defective notice, of the meeting, unless the Member at the beginning of the meeting objects to the holding of the meeting.

Cancellation of general meetings

- 6.8 The Board may cancel a general meeting, other than a general meeting which the Board is required to convene and hold under the *Corporations Act*.
- 6.9 Subject to the *Corporations Act*, the Company may by resolution of the Board cancel or postpone a general meeting or change the place for the meeting, prior to the date of which the meeting is to be held.
- 6.10 The Company may give notice of a cancellation or postponement or change of place of a general meeting as the Board resolves. Failure to give notice of a cancellation or postponement or change of place of a meeting of Members or the failure to receive any notice of the meeting does not invalidate the cancellation, postponement or change of place of a meeting or anything done (including the passing of a resolution) at a postponed meeting or the meeting at the new place.
- 6.11 The only business that may be transacted at a general meeting the holding of which is postponed is the business specified in the original notice calling the meeting.

Quorum at general meetings

- 6.12 The Members at a general meeting may not transact any business unless a quorum of Members is present by representative or proxy at the time when the meeting proceeds to business, and clause 6.19 is complied with.
- 6.13 Each Member present by representative may only be counted once towards the quorum. If a Member has appointed more than one proxy, only one of them may be counted towards a quorum.
- 6.14 The chairperson of a general meeting may require a person acting as a proxy of a Member at that meeting to establish to the chairperson's satisfaction that the person is the person which is duly appointed to act. If the person fails to satisfy this requirement, the chairperson may exclude the person from attending or voting at the meeting.
- 6.15 One half of the number of Members entitled to vote by representative or proxy at the meeting at the time is a quorum (and, for the avoidance of doubt, where that number is not an even number, then the quorum is one half the next even number).
- 6.16 If a quorum is not present within one hour from the time appointed for the meeting or a longer period allowed by the chairperson:
- 6.16.1 If the meeting was convened by or on the requisition of Members, it must be dissolved.
- 6.16.2 Otherwise, it must stand adjourned to the same day in the next week at the same time and place or to another day and at another time and place determined by the Board.
- 6.17 If a meeting has been adjourned to another time and place determined by the Board, not less than seven days' notice of the adjourned meeting must be given in the same manner as in the case of the original meeting.

Quorum at adjourned general meetings

- 6.18 At the adjourned meeting one half the number of Members present by representative or proxy is a quorum but if a quorum is not present within one hour after the time appointed for the meeting, the meeting must be dissolved (and, for the avoidance of doubt, where that number is not an even number, then the quorum is one half of the next even number).

Appointment of chairperson

- 6.19 Every general meeting must be chaired by a chairperson. The chairperson will be determined as follows:
- 6.19.1 If the Board has elected a Director as Chair, that person is entitled to chair every general meeting.
- 6.19.2 The Directors present at a general meeting must elect one of their number to chair that meeting if either of the following applies:
- (a) No Chair has been elected in accordance with clause 11.8.
 - (b) The Chair is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act.
- 6.19.3 The Members present by representative or proxy at a general meeting must elect one of the Members present by representative or proxy to chair that meeting if either of the following applies:
- (a) There are no Directors present within 15 minutes after the time appointed for the holding of the meeting.
 - (b) All Directors present decline to chair the meeting.

Chairperson's powers

- 6.20 The chairperson may temporarily vacate the chair at a general meeting in favour of another person present at any time nominated by him or her and for any reason they see fit, and must do so if the Members are voting on the chairperson's election or re-election as a Director.
- 6.21 The chairperson may determine the procedures to be adopted for proper and orderly discussion or debate at the meeting, and the casting or recording of votes at the meeting.
- 6.22 The chairperson may make rulings without putting the question (or any question) to the vote if that action is required to ensure orderly conduct of the meeting.
- 6.23 The chairperson may, subject to the *Corporations Act*, at any time terminate discussion or debate on any meeting being considered at the meeting and require that matter to be put to a vote.
- 6.24 The chairperson may refuse to allow debate or discussion on any matter which is not business referred to in the notice of that meeting or is not business of the meeting permitted pursuant to the *Corporations Act* without being referred to in the notice of meeting.
- 6.25 Subject to the terms of this constitution regarding adjournment of meetings, the chairperson's

ruling 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.

- 6.26 The chairperson may, in his or her absolute discretion, refuse any person admission to a general meeting, or expel the person from the general meeting and not permit them to return, if the chairperson reasonably considers that the person's conduct is inappropriate. Inappropriate conduct in a general meeting includes:
- 6.26.1 The use of offensive or abusive language which is directed to any person, object or thing.
 - 6.26.2 Attendance at the meeting while under the influence of any kind of drug, or using or consuming any drug at the meeting, including any alcoholic substance.
 - 6.26.3 Possession of any article, including a recording device or other electronic device or a sign or banner, which the chairperson considers is dangerous, offensive or disruptive or likely to become so.
- 6.27 The chairperson may delegate any power conferred by clauses 6.20- 6.26 to any person.
- 6.28 Nothing contained in clauses 6.20- 6.26 limits the powers conferred by law on the chairperson.

Adjournment of meetings

- 6.29 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 or any business, motion, question or resolution being considered or remaining to be considered at the meeting or any discussion or debate, either to a later time at the same meeting or to an adjourned meeting to be held at the time and place determined by the chairperson.
- 6.29.1 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.
 - 6.29.2 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting.
 - 6.29.3 Except when a meeting is adjourned for 30 days or more, it is not necessary to give a notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting on show of hands

- 6.30 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.
- 6.31 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.

Demand for a poll

- 6.32 A poll may be demanded by either:
- 6.32.1 The chairperson.
 - 6.32.2 A Member only in accordance with the *Corporations Act*.
- 6.33 The demand for a poll may be withdrawn.
- 6.34 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.
- 6.35 If a poll is duly 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.
- 6.36 A poll demanded on the election of a chairperson or on a question of adjournment must be taken immediately.

Voting of Members

- 6.37 Subject to this constitution, the Board may determine other means (including electronic) permitted by law for the casting and recording of votes by Members present by representative or proxy on any resolution to be put at a general meeting.
- 6.38 Subject to this constitution, on a show of hands every Member present by representative or proxy has one vote.
- 6.39 On a poll every Member present by representative or proxy has one vote.
- 6.40 If a proxy of a Member purports to vote in a way or circumstances that contravene the *Corporations Act*, on a show of hands the vote of that proxy is invalid and the Company must not count it. If a poll is demanded, votes which the *Corporations Act* require a proxy of a Member to cast in a given way must be treated as cast in that way.

Vote of the chairperson at general meetings

- 6.41 The chairperson of a general meeting shall not have a casting vote (in addition to any votes he or she may have as a representative or proxy of a Member).

Objections to voter qualification

- 6.42 No objection may be raised to the qualification of a voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered.
- 6.43 An objection to the qualification of a voter must be referred to the chairperson, whose decision, made in good faith, is final.
- 6.44 A vote not disallowed according to an objection as provided in this constitution is valid for all purposes.

Mode of meeting for Members

- 6.45 A general meeting may be called or held using any technology consented to by all the Members. The consent may be a standing one. A Member may only withdraw their consent within a reasonable period before the meeting. The Members may otherwise regulate their meetings as they think fit.
- 6.46 Directors and Members are entitled to speak at a general meeting.
- 6.47 A person requested by the Board to attend a general meeting is entitled to speak at that meeting.

Resolution in writing

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

Form of resolution in writing

- 6.49 A resolution in writing may consist of several documents in like form, each signed on behalf of one or more Members, and if so signed it takes effect on the latest date on which a Member signs one of the documents.
- 6.50 If a resolution in writing is signed by a proxy of a Member, it must not also be signed by the appointing Member and vice versa.
- 6.51 In relation to a resolution in writing a document by facsimile or email bearing a signature is to be treated as signed.

7 Proxies and representatives

Proxies and representatives of Members

- 7.1 A Member may vote by representative or proxy at a general meeting.
- 7.2 Subject to the terms of their appointment a person attending as a proxy has all the powers of a Member, except where expressly stated to the contrary and in accordance with the *Corporations Act*.
- 7.3 The authority of a proxy for a Member to speak or vote at a general meeting to which the authority relates is suspended while the representative of the Member is present at that meeting.

Appointment of proxies

- 7.4 A Member may appoint a person as their proxy to attend and vote instead of the representative of the Member. A proxy need not be a Member, however:
- 7.5 A document appointing a proxy must be in writing, in any form permitted by the *Corporations Act* or in any form (including electronic) which the Board may determine or accept, and signed on behalf of the Member making the appointment.
- 7.6 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.

- 7.7 Except as expressly provided by the document appointing a proxy, an appointment of a proxy confers authority to do all things that the Member can do in respect of a general meeting, including the Member's representative, except that the proxy is not entitled to vote on a show of hands.

Verification of proxies

- 7.8 Before the time for holding the meeting or adjourned meeting at which a proxy proposes to vote, the document appointing the proxy must be deposited with the Company.
- 7.9 That document must either be:
- 7.9.1 received at the Company's Office, at a fax number at the Office or at another place, fax number 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; or
 - 7.9.2 produced to the chairperson of the meeting before the proxy votes.
 - 7.9.3 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.

Validity of proxies

- 7.10 A proxy document is invalid if it is not deposited or produced prior to a meeting or a vote being taken as required by this document.

Revocation of appointment of proxy

- 7.11 A vote given in accordance with the terms of a proxy document is valid despite the revocation of the instrument or of the authority under which the instrument was executed, if no intimation in writing of any of that event has been received by the Company at the Company's Office before the commencement of the meeting or adjourned meeting at which the document is used.

8 Appointment and retirement of directors

Initial directors

- 8.1 The initial Directors of the Company to be appointed on the day the Company is registered will be those individuals named in the application to register the Company who have consented to act as Directors and who also fulfill the qualification requirements of clause 8.10.

Number of Directors

- 8.2 The number of Directors must not be less than three (3) (except where positions reserved under clause 8.3 cannot be filled) nor more than nine (9), until otherwise determined in accordance with this constitution.

- 8.3 Without limiting the number of Directors that may be of Aboriginal descent, three (3) Director positions will at all times be reserved for persons of Aboriginal descent who meet the eligibility requirements in clause 8.10.
- 8.4 For the sake of clarity, clause 8.3 does not require that there at all times be three (3) Directors of Aboriginal descent, however preference to fulfil three (3) Director positions shall be provided towards Directors who meet the eligibility requirements in clause 8.10 and are also of Aboriginal descent.
- 8.5 At no time can there be any more than six (6) Directors who are not of Aboriginal descent.
- 8.6 Subject to clause 8.10, the Company may by ordinary resolution appoint any person as a Director.

Nominations Committee

- 8.7 Immediately following incorporation of the Company, the directors will appoint a nominations committee who will make recommendations to the Company concerning the appointment of Directors of the Board in accordance with clause 8.2.
- 8.8 The Company will by ordinary resolution appoint the Board and the initial Directors holding office on incorporation of the Company will resign as Directors of the Board.
- 8.9 Subject to clause 8.10, the Company may by ordinary resolution appoint any person as a Director.

Qualifications of Directors

- 8.10 A person is only eligible for appointment as a Director of the Company if:
- 8.10.1 Their appointment would serve to ensure that the Board has expertise in areas including knowledge of local healthcare providers and the local community, business management, accounting and legal issues; and
 - 8.10.2 In any case, their appointment would not cause the Board to be constituted with a majority of directors practicing in any one profession.

Term and Retirement of Directors

- 8.11 A Director shall be appointed for a term of three (3) years.
- 8.12 A Director is eligible for a second term of appointment for a term of three (3) years.
- 8.13 A Director must retire upon the sixth annual general meeting for which they have consecutively held the position of Director unless there is a special resolution of the members to allow the Director to serve one (1) further term of three (3) years.
- 8.14 The reference to each three (3) year term is calculated by four (4) consecutive Annual General Meetings, equating to approximately three (3) calendar years.

Casual vacancies

- 8.15 The Board may at any time recommend to the Company that it appoint a person to be a Director, either to fill a casual vacancy or as an addition to the existing number of Directors. The Board

must follow the direction given to the Board by the Company. The total number of Directors may not exceed the number fixed in accordance with this constitution.

- 8.16 A Director appointed under clause 10.15 holds office only until the next Annual General Meeting after the appointment and is then eligible for re-election.

Removal from office

- 8.17 The Company through a general meeting of members may by special resolution remove a Director from office and may by ordinary resolution appoint another person as a replacement.
- 8.18 A person appointed to replace a Director removed from office must retire as a Director at the time ascertained as if the person became a Director on the day on which the Director removed from office was elected or appointed or last re-elected or re-appointed as a Director.

Vacation of office

- 8.19 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 immediately becomes vacant if any of the following occurs:
- 8.19.1 The Director becomes an insolvent under administration.
 - 8.19.2 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.
 - 8.19.3 The Director is absent from Board meetings over a consecutive period of three months without the prior written consent of the Board.
 - 8.19.4 The Director becomes prohibited from being a director by reason of an order made under the *Corporations Act*.
 - 8.19.5 The Director resigns by notice in writing to the Company.
- 8.20 The Director retires pursuant to clause 10.10 and is not re-elected.

9 Directors' and Secretary's remuneration

Determination of fees

- 9.1 The Directors and/or Secretary may be paid by way of fees for their services the amounts, if any, determined from time to time by the Company in general meeting; and, any salary or wage due to the Director or Secretary as an employee of the Company where the terms of employment have been approved by the Board.
- 9.2 Fees paid in accordance with clause 9.1 accrue from day to day.

Additional services rendered

- 9.3 A Director and/or Secretary may be paid a fee in return for any extra services actually rendered to the Company in a professional or technical capacity (other than within his or her ordinary duties

as a Director):

9.3.1 with the prior approval of the Board; and

9.3.2 where the amount payable does not exceed a commercially reasonable amount.

9.4 A fee payable in accordance with clause 9.3 may be paid either by fixed sum or salary determined by the Board.

Payment for expenses

9.5 Each Director and/or Secretary must be reimbursed for out-of-pocket expenses reasonably and properly incurred by the Director or Secretary in connection with Company business (including travel and accommodation expenses). Alternatively, the Company may pay such amounts on the Director or Secretary's behalf.

Payments for insurance

9.6 An insurance premium in respect of a contract insuring a Director and/or Secretary for a liability incurred as an officer of the Company may be paid by the Company where the Board has approved the payment of the premium.

10 Powers of the Board

10.1 The Board may exercise all those powers of the Company as are not, by the *Corporations Act* or by this constitution, required to be exercised by the Members in general meeting or otherwise.

11 Proceedings of Directors

Convening of Board meetings

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

Notice of Board meetings

11.2 The person convening a Board meeting must ensure that notice of the Board meeting is given to each Director at least 24 hours before the meeting or at another time determined by Board resolution, except:

11.2.1 All Directors may waive in writing the required period of notice for a particular meeting.

11.2.2 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 by the Board.

Mode of meeting for Directors

11.3 A Board 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 the meeting. The Board may otherwise regulate its meetings as they think fit.

Quorum at Board meetings

- 11.4 At a Board meeting, the number of Directors whose presence is necessary to constitute a quorum is:
- 11.4.1 if there is an even number of Directors, one half that number; and
 - 11.4.2 if that number is not an even number, then the quorum is one half of the next even number.
- 11.5 If the number of Directors is reduced below the number necessary for a quorum of Directors, the continuing Director or Directors may act only to:
- 11.5.1 appoint additional Directors to the number necessary for a quorum; or
 - 11.5.2 convene a general meeting of the Company.

Voting at Board meetings

- 11.6 Subject to clause 11.12, the Board must determine any questions arising at a Board meeting by a majority of votes of Directors present and voting.
- 11.7 Subject to clause 11.14, each Director present in person has one vote on a matter arising at a Board meeting.

Appointment of Chair

- 11.8 The Board may elect a Director as Chair to chair Board meetings, and may determine the period for which the Chair will hold office.
- 11.9 Subject to clause 11.10, the Chair must chair each Board meeting.
- 11.10 If no Chair is elected, or if at any meeting the Chair is not present within ten minutes after the time appointed for holding the meeting or is unwilling to act, the Directors present must choose one of their number to chair that meeting.

Appointment of Managing Director

- 11.11 The Board may appoint one Director as a managing director of the Company, for any period and on any terms (including, subject to clause 11, as to remuneration) as the Board resolves. Subject to any agreement between the Company and the managing director, the Board may vary or terminate the appointment of a managing director of the Company at any time, with or without cause.

Chairperson's vote at Board meetings

- 11.12 Subject to the *Corporations Act*, in case of an equality of votes on a resolution at a Board meeting, the Chair of that meeting has a casting vote on that resolution in addition to any vote the Chair has in his or her capacity as a Director in respect of that resolution, provided that the Chair is

entitled to vote on the resolution and more than two Directors are present and entitled to vote on the resolution.

Participation where Directors interested

- 11.13 Each Director must comply with *Corporations Act* in relation to the disclosure of the Director's interests.
- 11.14 A Director who has a material personal interest in a matter that is being considered at a Board meeting must not be present while the matter is being considered at the meeting nor vote on the matter, except where permitted by the *Corporations Act*.
- 11.15 If a Director has an interest in a matter then, subject to clause 11.14:
- 11.15.1 That Director may be counted in a quorum at the Board meeting that considers matters that relate to the interest, provided that Director is entitled to vote on at least one of the resolutions to be proposed at that Board meeting.
 - 11.15.2 That Director may participate in and vote on matters that relate to the interest.
 - 11.15.3 The Company may proceed with any transaction that relates to the interest and the Director may participate in the execution of any relevant document by or on behalf of the Company.
 - 11.15.4 The Director may retain the benefits pursuant to any transaction that relates to the interest even though the Director has the interest, only if the interest was disclosed in accordance with clause 11.13 before the transaction was entered into to.
 - 11.15.5 The Company cannot avoid any transaction that relates to the interest merely because of the existence of the interest.
- 11.16 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 have the disqualifying interest in the matter) may call a general meeting of the Company and the general meeting may pass a resolution to deal with the matter.

No Disqualification

- 11.17 Subject to compliance with the *Corporations Act*, a Director or any entity in which the Director has a direct or indirect interest (as applicable) may:
- 11.17.1 Enter into a contract or arrangement with an Associated Party.
 - 11.17.2 Hold any office or place of profit (other than auditor) in an Associated Party.
 - 11.17.3 Act in a professional capacity (or be a member of a firm that so acts) other than as auditor of an Associated Party.
 - 11.17.4 Be a member, creditor or otherwise be interested in (other than an auditor) of an Associated Party.

11.18 Despite the fiduciary nature of a Director's office and the Director's fiduciary obligations:

11.18.1 Any contract or arrangement entered into in accordance with clause 13.17.1 by the Director or any entity in which the Director has a direct or indirect interest is not invalid or voidable.

11.18.2 A Director may do any of the things specified in clause 11.17 without any liability to account to the Company or any other person for any direct or indirect benefit accruing to the Director or any entity in which the Director has a direct or indirect interest.

Exercise of Rights

11.19 If the Company holds or owns membership, shares or other interests in another body corporate, trust or other entity, the Board may exercise any and all voting rights conferred by the membership, shares or interests in any manner they consider fit.

Delegation of Powers

11.20 Subject to clause 11.26, the Board may delegate any of its powers to any person for any period and on any terms (including the power to further delegate) as the Board resolves. This includes delegating any of the Board's powers to a managing director or committees consisting of Directors or other persons (as the Board sees fit) to act in Australia or elsewhere.

11.21 The Board may revoke or vary any power so delegated.

11.22 A committee's exercise of a power in accordance with this constitution is to be treated as the exercise of that power by the Board.

11.23 A committee must conform to the directions of the Board in the exercise of any powers delegated to it.

Clinical Councils and Advisory Committees (“Councils and Committees”)

11.24 The Board:

11.24.1 must establish one (1) General Practitioner led Clinical Council in the Top End region, one (1) General Practitioner led Clinical Council in the Central Australia region and a Community Advisory Council; and

11.24.2 may establish such other Advisory Committees to provide advice and recommendations to the Board on specified matters, including ensuring the proper governance of the Company and achieving the objectives and outcomes which the Company is funded to achieve by the Commonwealth, among any other functions determined by the Board.

11.25 The Board must in respect of the Community Advisory Council, Clinical Councils and any other Advisory Committee established under clause 11.24:

11.25.1 Specify in writing from time to time the terms of reference and functions of the relevant Committee or Council.

11.25.2 Appoint such persons as they consider appropriate to the Councils listed in 11.24.1 and remove any such person from such Council at any time by written notice.

- 11.25.3 Appoint such persons as they consider appropriate to the Committee and (including at least one or more Directors) remove any such person from such Committee at any time by written notice.
 - 11.25.4 Specify the period and conditions (including as to remuneration, if any) of any such appointment to such Committee.
 - 11.25.5 Terminate any Advisory Committee established under clause 11.24.2 at any time.
- 11.26 The Board must not delegate any of its powers to an Advisory Committee or the Community Advisory Council or Clinical Council, and those Committees or Councils must not exercise any powers of a Director or the Board. However, the Board must consult with, and account for the advice of, such Committees or Councils, as recorded in the minutes and where the Board is to consider a matter within the expertise of such Committee or Council.

Proceedings of Councils and Committees

- 11.27 Except as provided in a direction of the Board, the meetings and proceedings of a committee formed by the Directors, an Advisory Committee, Clinical Council, must be governed by the provisions of this constitution, in so far as they are applicable, as if meetings and proceedings of such committee are meetings and proceedings of the Board.

Validity of acts of Directors

- 11.28 All acts done by a Board meeting or of a committee of Directors 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 committee or that they or any of them were disqualified or were not entitled to vote if that circumstance was not known by the Board, committee or person (as the case may be) when the act was done.

Minutes

- 11.29 The Board must cause minutes of all proceedings of general meetings, of Board meetings and of councils and committees formed by the Directors to be entered, within one month after the relevant meeting is held, in books kept for the purpose.
- 11.30 The Board must cause all minutes, except resolutions in writing treated as determinations of the Board, to be signed by the chairperson of the meeting at which the proceedings took place or by the chairperson of the next succeeding meeting.

Resolution in writing

- 11.31 A resolution in writing Signed by all Directors entitled to vote on the resolution (excluding Directors who have requested and been given leave of absence by the Board) is to be treated as a determination of the Board passed at a Board meeting duly convened and held.
- 11.32 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.
- 11.33 In relation to a resolution in writing a document by facsimile or email bearing a signature is to be treated as Signed.

12 Secretary

- 12.1 The Board may appoint a Secretary and may at any time terminate the appointment with or without cause, subject to any agreement between the Company and the Secretary.
- 12.2 The Board may determine the terms and conditions of appointment of a Secretary, including remuneration.

13 Indemnity and insurance

Indemnity

- 13.1 Every Director or Secretary and past Director or Secretary of the Company may be indemnified by the Company, to the fullest extent permitted by law, against a liability incurred by that person as an officer of the Company or a subsidiary of the Company, including without limitation legal costs and expenses incurred in defending an action.

Insurance premiums

- 13.2 The Company may pay the premium on a contract insuring a person who is or has been a Director or Secretary of the Company to the fullest extent permitted by law.

14 Seals and execution of documents

Custody of Seal

- 14.1 If the Company has one, the Board must provide for the safe custody of the Seal.

Execution of documents

- 14.2 If the Company has a common seal, 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:
- 14.2.1 By two Directors.
 - 14.2.2 By a Director and the Secretary.
 - 14.2.3 By a Director and some other person appointed by the Directors for the purpose.
- 14.3 The Company may execute a document without the use of a seal if the document is signed by either of the following:
- 14.3.1 By two Directors.
 - 14.3.2 By a Director and a Secretary.
 - 14.3.3 By a Director and some other person appointed by the Directors for the purpose.
- 14.4 The Board may determine the manner in which, and the persons by whom, cheques and other negotiable or transferable instruments in the name of or on behalf of the Company, and receipts

for money paid to the Company, must be signed, drawn, accepted, endorsed or otherwise executed.

Official seals

- 14.5 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 Board.

15 Gift Fund requirements

Company to maintain a Gift Fund

- 15.1 The Company must maintain a Gift Fund in accordance with this clause 17 for so long as it seeks or has obtained endorsement as a DGR from the Australian Taxation Office, or the Company is named as a DGR in ITAA 97.

Rules applying to the Gift Fund

- 15.2 The following rules apply to any Gift Fund established and maintained by the Company:
- 15.2.1 The Gift Fund must have a name.
 - 15.2.2 The Company must maintain sufficient documents to provide evidence of the Gift Fund's purpose and operations.
 - 15.2.3 The Company must maintain a separate bank account for the Gift Fund.
 - 15.2.4 The following must be credited to the Gift Fund:
 - (a) All gifts of money or property to the Company for the Principal Purpose.
 - (b) All money or property received by the Company because of those gifts.
 - 15.2.5 No other money or property may be credited to the Gift Fund.
 - 15.2.6 The Company must use any gifts, money or property of the kind referred to in clause 15.2.4 only for the Principal Purpose.

Winding up of Gift Fund

- 15.3 Despite clause 16, if the Gift Fund is wound up or the Company ceases to be a DGR for any reason, any surplus assets of the Gift Fund remaining after the payment of liabilities attributable to it must be transferred to a fund, authority or institution to which income tax deductible gifts can be made. For the avoidance of doubt, if a Gift Fund operated by the Company is wound up but the Company remains a DGR and operates any other gift fund in accordance with this clause 15, any surplus assets of the Gift Fund that is, being wound up may be transferred to any other gift fund operated by the Company.

Definitions

15.4 In this clause 15 the following definitions apply:

DGR means a 'deductible gift recipient' within the meaning of section 30-227 of ITAA 97.

Gift Fund means a fund that is maintained for the Principal Purpose.

ITAA 97 means Income Tax Assessment Act 1997 (Cth).

Principal Purpose means the purposes of the Company as reflected in the objects of the Company specified in clause 2, or any of those purposes.

16 Surplus assets on winding up or dissolution

16.1 Subject always to clause 15.3, upon the winding up or dissolution of the Company, any remaining property after satisfaction of all debts and liabilities, will not be paid to or distributed among the Members, but will be given or transferred to some other institution or company which satisfies both of the following requirements:

16.1.1 It has objects similar to the objects of the Company.

16.1.2 Its constituent documents prohibit the distribution of its income and property among its members on terms substantially to the effect of clause 5.

16.1.3 If there are no other institutions or companies which meet the requirements of clauses 16.1.1 or 16.1.2 to one or more institutions or companies, the objects of which are the promotion of charity and gifts which are allowable deductions pursuant to the Income Tax Assessment Act 1997 (Cth).

16.2 This is to be determined by the Members at or before the time of winding up or dissolution of the Company and, in default of any determination, by the Supreme Court of the State or Territory in which the Office is located.

17 Accounts, audit and records

Accounts

17.1 The Board must cause proper accounting and other records to be kept in accordance with the *Corporations Act*.

Reports

17.2 To the extent required by the *Corporations Act*, the Board must cause the company to:

17.2.1 Prepare financial reports in accordance with the *Corporations Act*.

17.2.2 Prepare director's reports in accordance with the *Corporations Act*.

17.2.3 Notify each Member of the Member's right to receive reports from the Company.

- 17.2.4 Provide Members with reports, in a form and within such timeframe as may be required by the *Corporations Act*.

Audit

- 17.3 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*.

Rights of inspection

- 17.4 Subject to the *Corporations Act*:

17.4.1 The Board may (acting reasonably) determine whether and to what extent, and at what times 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 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 Board or by the Company in general meeting.

17.4.2 Despite clause 17.4.1, the Board may refuse access to a document where the Board (acting reasonably) considers that such access would or would be likely to cause the Company to lose the benefit of any form of evidentiary privilege, including legal professional privilege.

18 Notices

Persons authorised to give notices

- 18.1 A notice by either the Company or a Member in connection with this constitution may be given on behalf of the Company or Member by a solicitor, director or company secretary of the Company or Member.
- 18.2 The signature of a person on a notice given by the Company may be written, printed or stamped.

Method of giving notices

- 18.3 In addition to the method for giving notices permitted by the *Corporations Act*, a notice by the Company or a Member in connection with this constitution may be given to the addressee by any of the following means:
- 18.3.1 By delivering it to a street address of the addressee.
- 18.3.2 By sending it by prepaid ordinary post (airmail if outside Australia) to a street, postal or registered address of the addressee.
- 18.3.3 By sending it by facsimile or email to the facsimile number or email address of the addressee.

Addresses for giving notices to Members

- 18.4 The street, postal or registered address of a Member is the street, postal or registered address of the Member shown in the Register.
- 18.5 The facsimile number or email address of a Member is the number which the Member may specify by written notice to the Company as the facsimile number or email address to which notices may be sent to the Member.
- 18.6 If a person is entitled to a membership in consequence of the death or bankruptcy of a Member, until that person gives notice to the Company of an address for the giving of notices, the address of that person is the address of the deceased or bankrupt Member.

Address for giving notices to the Company

- 18.7 The street and postal address of the Company is the Office.
- 18.8 The facsimile number or email address of the Company is the number which the Company may specify by written notice to the Members as the facsimile number or email address to which notices may be sent to the Company.

Time notice of meeting is given

- 18.9 A notice of meeting given in accordance with this constitution is to be taken as given, served and received at the following times:
- 18.9.1 If delivered in person to the street address of the addressee, at the time of delivery.
- 18.9.2 If it is sent by post to the street, postal or registered address of the addressee, on the business day after posting.
- 18.9.3 If sent by facsimile or email to the facsimile number or email address of the addressee, at the time transmission is sent, provided that in the case of notice to the Company or a Director, the sender meets any action required by the recipient to verify the receipt of the document by the recipient.

Time other notices are given

- 18.10 A notice given in accordance with this constitution is to be taken as given, served and received at the following times:
- 18.10.1 If delivered in person to the street address of the addressee, at the time of delivery.
- 18.10.2 If it is sent by post to the street, postal or registered address of the addressee, on the 5th (10th if outside Australia) business day after posting
- 18.10.3 If sent by facsimile or email to the facsimile number or email address of the addressee, at the time transmission is sent, provided that in the case of notice to the Company or a Director, the sender meets any action required by the recipient to verify the receipt of the document by the recipient.

Proof of giving notices

- 18.11 The sending of a notice by facsimile or email and the time of completion of transmission may be proved conclusively by production of the relevant one of the following:
- 18.11.1 A transmission report by the facsimile machine from which the notice was transmitted which indicates that a facsimile of the notice was sent in its entirety to the facsimile number of the addressee.
- 18.11.2 A print out of an acknowledgment of receipt of the email or equivalent proof that the email was successfully transmitted.

Persons entitled to notice of meeting

- 18.12 Notice of every general meeting must be given by a method authorised by this constitution to all of the following persons:
- 18.12.1 Every Member.
- 18.12.2 Every Director.
- 18.12.3 Every person (if any) entitled to a membership in consequence of the death or bankruptcy of a Member who, but for the Member's death or bankruptcy, would be entitled to receive notice of the meeting.
- 18.12.4 The auditor for the time being of the Company, if any.
- 18.13 No other person is entitled to receive notices of general meetings.

19 Definitions and interpretation

Definitions

- 19.1 In this constitution the following definitions apply:

Associated Party means each of the following:

- (a) The Company.
- (b) Any Related Body Corporate of the Company.
- (c) Any other body corporate, trust or entity promoted by the Company or in which the Company has an interest of any kind.

Board means Directors acting as the board of the Company.

Chair means the Director elected under clause 11.8 to preside as chairperson at Board meetings for the time being.

Commonwealth means the Commonwealth of Australia, as represented by the Department of Health.

Company means Health Network Northern Territory Ltd.

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

Director means a person who is, for the time being, occupying the position of a director of the Company.

Member means a body corporate established in the region for which the Company is responsible for the purposes of representing Primary Health Care providers or the broader community in that region, or a natural person who is a Primary Health Care provider or community member in the region for which the Company is responsible who is entered on the Register as a Member of the Company and the Associate Member Committee constitutes a Member.

Office means the registered office of the Company.

Primary Health Care means socially appropriate, universally accessible, scientifically sound first level care provided by health services and systems with a suitably trained workforce comprised of multi-disciplinary teams supported by integrated referral systems. It gives priority to those most in need and addresses health inequalities; maximises community and individual self-reliance, participation and control; ensures cultural safety; and involves collaboration and partnership with other sectors to promote public health. Comprehensive primary health care includes health promotion, illness prevention, treatment, care and rehabilitation, community development and advocacy; and incorporates services relating to alcohol, tobacco and other drugs, early childhood development and family support, aged and disability, and mental health and social and emotional well-being. Primary health care comprises five core functions:

1. Clinical services delivered to individuals and/or families in clinic, home or community settings including pathways for access to secondary and tertiary care.
2. Health promotion and illness prevention within a community development framework.
3. Corporate services, infrastructure and quality systems that support the provision of health services.
4. Advocacy, knowledge and research, policy and planning.
5. Community engagement, participation and control to enable engagement of people in their healthcare, community participation in priority setting, program design and delivery, and community control and governance, and to ensure cultural safety.

Register means the register of Members kept by the Company under the *Corporations Act*.

Related Body Corporate has the meaning given in the *Corporations Act*.

Seal means, if the Company has one, the common seal of the Company.

Secretary means a person appointed to perform the duties of a secretary of the Company.

Signed for clause 11.31 is defined as an individual using technology approved of by the Board, which identifies the individual, to authorise

Termination Event means the death or bankruptcy of that Member or that Member becoming of unsound mind or becoming a person whose property is liable to be dealt with under a law about mental health, or the deregistration or other dissolution of that Member.

Interpretation

- 19.1 In this constitution, unless the context otherwise requires:
- 19.1.1 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.
 - 19.1.2 A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time.
 - 19.1.3 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this constitution.
 - 19.1.4 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.
 - 19.1.5 A word which indicates the singular indicates the plural, a word which indicates the plural indicates the singular, and a reference to any gender indicates the other genders.
 - 19.1.6 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or public authority.
 - 19.1.7 A reference to 'dollars' or '\$' means Australian dollars.
 - 19.1.8 References to the word 'include' or 'including' are to be interpreted without limitation.
 - 19.1.9 A reference to a time of day means that time of day in the place where the Office is located.
 - 19.1.10 A reference to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in the place where the Office is located.
 - 19.1.11 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 exclusive of that day.
 - 19.1.12 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 it to be done on or by the next business day.

References to this constitution

- 19.2 A reference to this constitution, where amended, means this constitution as so amended.

Replaceable rules

- 19.3 Each of the provisions of the *Corporations Act* which would but for this clause apply to the Company as a replaceable rule within the meaning of the *Corporations Act* are displaced and do not apply to the Company.

Application of Corporations Act

19.4 Unless the context otherwise requires,

19.4.1 An expression used but not defined in this constitution has the same meaning given *Corporations Act*.

19.4.2 Where an expression referred to in clause 19.5.1 has more than one meaning in the *Corporations Act* and a provision of the *Corporations Act* deals with the same matter as the relevant clause of this constitution, the expression has the same meaning as in that provision.

Enforcement

19.5 Each Member submits to the non-exclusive jurisdiction of the courts of the Northern Territory of Australia, the Federal Court of Australia and the courts competent to determine appeals from those courts with respect to any proceedings that may be brought at any time relating to this constitution.

20 Further Information

Definitions	Term: definition Term: definition
Related Controlled Documents	Document ID & Document Name
Relevant Legislation	List relevant legislation related to the subject matter or referred to / used to develop the document
References	List external references used to develop the document

21 Version History

Date of Original Adoption		2012	Due Date for Next Review		XXXXX
Version	Author	Approved by	Date Adopted	Sections Modified	
2		Members	24 June 2015	NTML Document to NT PHN	
3		Members	27 November 2018		
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