



Constitution of the Aboriginal and Torres Strait Islander Community Health Service Brisbane Limited

1 July 2021

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PRELIMINARY

1 Definitions

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

2 Interpretation

In this Constitution:

- (a) the words “including”, “include” and “includes” are to be construed without limitation;
- (b) a reference to legislation is to be construed as a reference to that legislation, any subordinate legislation under it, and that legislation and subordinate legislation as amended, re-enacted or replaced for the time being;
- (c) a reference to a “person” includes a corporate representative appointed pursuant to section 250D of the Corporations Act;
- (d) headings are used for convenience only and are not intended to affect the interpretation of this Constitution; and
- (e) a word or expression defined in the Corporations Act and used, but not defined, in this Constitution has the same meaning given to it in the Corporations Act when used in this Constitution.

3 Replaceable rules

To the extent that they are not inconsistent with this Constitution, the replaceable rules in the Corporations Act will apply to the Company.

OBJECTS

4 Objects

- 4.1 The Company is established to be a not-for-profit organisation limited by guarantee whose primary objects are:
 - (a) to assist Aboriginal and Torres Strait Islander people in need of medical and dental service, treatment or other medical services;
 - (b) to cooperate with public and private medical and dental services with a view to ensuring that Aboriginal and Torres Strait Islander people derive full benefit from such services;

- (c) to organise community health service for Aboriginal and Torres Strait Islander people to supplement other services;
- (d) to conduct a clinic suitable for such medical and dental services and operate a telephone service so that Aboriginal and Torres Strait Islander people may approach at any time;
- (e) to cooperate with other organisations and persons with a view to assisting Aboriginal and Torres Strait Islander people to obtain social welfare and other services incidental to the functions of the Company;
- (f) to collect data about and conduct research into matters relating to the health of Aboriginal and Torres Strait Islander people and to associated problems;
- (g) to bring matters affecting the health and welfare of Aboriginal and Torres Strait Islander people before the public and to the attention of the appropriate authorities;
- (h) to promote knowledge and understanding of the special problems of Aboriginal and Torres Strait Islander people in medical and dental and social welfare fields;
- (i) to promote measures in such services to improve relations with Aboriginal and Torres Strait Islander people;
- (j) to arrange a continuing program of increasing knowledge among Aboriginal and Torres Strait Islander people of principles and practices of nutrition and hygiene and related matters and of the availability and function of existing medical, dental, education and social welfare agencies;
- (k) to conduct training courses for volunteer workers or employees of the Company to enable them to assist in carrying out the objects of the Company;
- (l) to arrange, provide, coordinate or assist in the provision of services such as child care, family day care, aged care, hospital care, home based care, youth refuges, youth outreach work, home based nursing care and any other community based government assisted programs;
- (m) to provide assistance to members of the association and other community members in respect to the death of family and friends;
- (n) to promote the knowledge and understanding of Aboriginal and Torres Strait Islander culture and special problems of Aboriginal and Torres Strait Islander people in international forums; and
- (o) to conduct activities and establish institutions or such other facilities as may be necessary to conduct welfare programs for and to provide care and accommodation for people of all ages and groups in the Aboriginal and Torres Strait Islander community.

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

- (a) carry out the objects in this clause 4; and
- (b) do all things incidental or convenient in relation to the exercise of power under clause 4.2(a).

INCOME AND PROPERTY OF THE COMPANY

5 Income and property of Company

- 5.1 The income and property of the Company will only be applied towards the promotion of the objects of the Company set out in clause 4.
- 5.2 No income or property will be paid or transferred directly or indirectly to any Member of the Company except for payments to a Member:
- (a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company; or
 - (b) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent.

MEMBERS

6 Admission

6.1 Membership

The Members of the Company are

- (i) any person eligible under clause 6.2 who the Directors admit to membership in accordance with this Constitution.

6.2 Eligibility

Any person is eligible to become a Member if they are approved by the Directors and if they meet the following criteria:

- (a) The person is of Aboriginal or Torres Strait Islander descent who identifies and is accepted as such by the community with which they are associated; or
- (b) The person satisfies the Directors that they agree to the objects of the Company;

and

- (c) The person lives within the area serviced by the Company or can demonstrate a close connection to the area serviced by the Company.

In determining whether a prospective Member demonstrates a close connection to the area serviced by the Company, the Directors will consider if the prospective Member can demonstrate:

- (a) Current or prior residence within the area serviced by the Company;
- (b) Employment or affiliation with organisations within the area serviced by the Company; and/or
- (c) Close and continuing family connections within the area serviced by the Company.

6.3 Application for membership

- (a) Only a person satisfying the requirements in clause 6.2 for membership may apply for membership in accordance with clause 6.3(c).
- (b) The Directors may prescribe the form of the application for membership.
- (c) An application for membership must be:
 - (i) in writing, signed by the applicant; and
 - (ii) if the Directors have prescribed the form of the application for membership, be in that prescribed form, andsubmitted to the Directors together with the Subscription Fee (if any).

6.4 Consideration for application for membership

- (a) The Directors will consider each application for membership at the next meeting of Directors after the application is received. In considering an application for membership, the Directors may:
 - (i) accept or reject the application in accordance with clause 6.2; or
 - (ii) ask the applicant to give further evidence of eligibility for membership.
- (b) If the Directors ask for more evidence under clause 6.4(a)(ii), their determination of the application for membership is deferred until the evidence is given.
- (c) As soon as practicable following consideration of an application for membership, the Secretary will send the applicant written notice of the acceptance or rejection.
- (d) The Directors must provide written reasons for rejecting an application for membership.

6.5 Right to appeal

- (a) An applicant denied membership will have a right of appeal at the next general meeting, after the meeting of Directors at which the membership was denied, by lodging a notice of appeal (**Appeal Notice**).
- (b) An Appeal Notice must be in writing, addressed to the Secretary and received within 14 day of rejection of the application under clause 6.4(c).
- (c) The Members must give reasonable notice to the applicant of the meeting at which the resolution to either ratify or rescind the decision of the Directors is to be proposed:
 - (i) setting out the place, date and time of the meeting;
 - (ii) setting out the decision of the Directors and the proposed resolution; and
 - (iii) informing the applicant that the applicant, or its nominated person, may submit written submissions of no more than five (5) pages to the Members before the resolution is put to vote.
- (d) A representative of the Directors must be present to present the case of the Directors.

- (e) Having considered any submission received, the Members will notify the applicant whether or not the Members resolved to rescind the decision of the Directors. The decision at the general meeting is final.
- (f) If the Members resolve to ratify the decision of the Directors the Secretary will refund, in full, the annual Subscription Fee paid.

6.6 Registration as Member

If the Directors accept an application for membership, then as soon as practicable, the Directors must:

- (a) register the name of the person in the Register of Members; and
- (b) issue the person with a membership card certifying that the person is a Member and the date on which the membership is effective.

6.7 Rights and obligations of Members are non-transferable

- (a) The rights and privileges of every Member are personal to each Member and are not transferable by the Member's own act or by operation of law.
- (b) A Member must comply with the Member's Charter and any other policies and procedures set by the Board.

6.8 Subscription Fee

- (a) The Directors may from time to time determine an annual Subscription Fee provided that any increase to an existing Subscription Fee will be limited to one CPI increase annually.
- (b) The Secretary must notify each Member of the Subscription Fee at least 5 weeks before the Subscription Date.
- (c) The annual Subscription Fee is payable by Members in advance to the Secretary by the Subscription Date unless determined otherwise by the Directors.
- (d) If a Member does not pay the Subscription Fee by the Subscription Date that Member's entitlement to vote is suspended until the Subscription Fee is paid unless determined otherwise by the Directors.

6.9 Life Members

The Directors may admit as life members, Members of the Company who, in the opinion of the Directors, have made an outstanding contribution to the Company over a substantial period of time. Such persons if admitted as life members will be entitled to take part in any elections and to vote on any matter and will be exempt from payment of any Subscription Fee.

7 Ceasing to be a Member

7.1 Ceasing to be a Member

A person ceases to be a Member if the person:

- (a) resigns as a Member in accordance with this Constitution;
- (b) ceases to satisfy the eligibility requirements for membership under this Constitution;
- (c) is expelled as a Member in accordance with this Constitution;

- (d) dies;
- (e) becomes mentally incapacitated or whose person or estate is liable to be dealt with in any way under the laws relating to mental health;
- (f) is subject to the appointment of a trustee in bankruptcy pursuant to the *Bankruptcy Act 1966* (Cth);
- (g) is convicted of an indictable offence; or
- (h) fails to pay the annual Subscription Fee by the Subscription Date and the subscription is in arrears for more than one (1) year, unless the annual Subscription Fee is suspended or waived by the Directors.

7.2 Resignation of Member

A Member may resign from the Company by giving the Secretary written notice of resignation. Resignation will be effective from the date of receipt of that notice by the Secretary.

7.3 Expulsion of Member

- (a) If the Directors resolve that it is not in the best interests of the Company for a person to remain as a Member, the Directors must notify that person in accordance with clause 7.3(b).
- (b) The Directors must give reasonable notice to a Member of a meeting at which the resolution for the Member's expulsion is to be proposed:
 - (i) setting out the place, date and time of the meeting;
 - (ii) setting out the proposed resolution and the grounds for the proposed expulsion; and
 - (iii) informing the Member that the Member may submit written submissions of no more than five (5) pages to the Directors before the resolution is put to vote.
- (c) Having considered any submission received, the Directors will notify the person whether or not that person is to remain as a Member. If the Directors resolve that the person is to be expelled, the Company must notify the Member of the resolution. The person will cease to be a Member from the date of the notice to the Member.

7.4 Continuing obligations

Any Member expelled or ceasing to be a Member:

- (a) will not be entitled to have any claim upon any portion of the property or assets of the Company; and
- (b) will remain liable for and will pay to the Company all subscriptions and moneys which were due at the date of ceasing to be a Member.

7.5 Use of Company name

The Company name must not be used in support of any political campaign nor in support of any candidate for public service.

8 Maintenance of Register

8.1 Register of Members

The Secretary must maintain a Register of Members setting out:

- (i) the name and address of each Member;
- (ii) the date on which each person became a Member; and
- (iii) in respect of each person who has ceased to be a Member, the date on which that person ceased to be a Member.

8.2 Inspection of Register of Members

The Register of Members must be kept at the Company's registered office. A Member may inspect the Register of Members between the hours of 10.00 am and 4.00 pm on any Business Day. No amount may be charged for inspection.

GENERAL MEETINGS

9 Notice of general meeting

9.1 Director convening a general meeting

A general meeting may be convened by three or more Directors.

9.2 Meetings requested by Members

- (a) If the Directors receives a request from Members with at least 5% of the votes that may be cast at the general meeting, the Directors must convene a general meeting within 21 days after the date of receipt of that request.
- (b) The request must detail any proposed resolution, the names of the Members requesting the meeting and be signed by all of the Members making the request. For this purpose, signatures of the Members may be contained in more than one document.
- (c) A general meeting requested by the Members must be held no later than two calendar months after the request is received.

9.3 Notice of general meeting

At least 21 days' notice of a general meeting must be given to the Members, Directors and Auditor. The notice must:

- (i) state the date, time and place (or places) of the meeting;
- (ii) state the general nature of the business to be conducted at the meeting; and
- (iii) state any proposed resolutions.

9.4 Shorter notice of general meeting

Subject to the Corporations Act, shorter notice of a general meeting may be given if the calling of the notice of the general meeting on shorter notice is agreed to:

- (i) in the case of an annual general meeting, by all Members entitled to attend and vote at the meeting; and
- (ii) in the case of any other general meeting, by 95% of the Members entitled to attend and vote at the general meeting,

and accordingly, any such general meeting will be treated as having been duly convened.

9.5 General meetings at two or more places

A general meeting may be held in one place or two or more places. If a general meeting is held in two or more places, the Company must use technology that gives Members a reasonable opportunity to participate at that general meeting.

9.6 Postponement or cancellation of general meeting

- (a) Subject to this Constitution and the Corporations Act, the Directors may change the place (or places) of, postpone or cancel a general meeting.
- (b) If a general meeting is convened pursuant to a request by Members, the Directors may not postpone or cancel the general meeting without the consent of the requesting Members.

9.7 Notice of change, postponement or cancellation of meeting

- (a) If the Directors changes the place (or places) of a general meeting, notice must be given to each Member and each person entitled to receive notice of the meeting of the new place (or places) of the meeting.
- (b) If the Directors postpones a general meeting, notice must be given to each Member and each other person entitled to receive notice of the new date, time and place (or places) of the meeting.
- (c) If the Directors cancels a general meeting, notice must be given to each Member and each other person entitled to receive notice of general meetings.

9.8 Omission to give notice relating to general meeting

No resolution passed at or proceedings at any general meeting will be invalid because of any unintentional omission or error in giving or not giving notice of:

- (a) that general meeting;
- (b) any change of place (or places) of that general meeting;
- (c) postponement of that general meeting, including the date, time and place (or places) for the resumption of the adjourned meeting; or
- (d) resumption of that adjourned general meeting.

PROCEEDINGS AT GENERAL MEETINGS

10 Member

10.1 Quorum

A quorum at a general meeting is 20 Members present in person. The quorum must be present at all times during the general meeting.

10.2 Lack of quorum

- (a) If a quorum is not present within 30 minutes after the time appointed for a general meeting (or any longer period of time as the chair may allow) or ceases to be present at any time during the general meeting, the general meeting:
 - (b) is adjourned to be resumed on a day, time and place (or places) as the chair determines or if the chair is not present as the Directors or Director present at the meeting may determine; or
 - (c) if the Directors do not so determine, no Director is present or no Director so present determines:
 - (i) the date for the resumption of the adjourned general meeting will be on the same day in the next week;
 - (ii) the time for the resumption of the adjourned general meeting will be at the same time as the adjourned meeting; and
 - (iii) the place (or places) for the resumption of the adjourned general meeting, will be at the same place (or places) as the adjourned meeting.
- (d) If no quorum is present at the resumed meeting within 30 minutes after the time for the meeting, the meeting is dissolved.

11 Chairperson

- 11.1 The chairperson, appointed in accordance with clause 25, will be the chairperson at every general meeting.
- 11.2 The Members may elect one (1) of the Directors present as chairperson of a general meeting if:
- (a) there is no chairperson;
 - (b) the chairperson is present within 15 minutes after the time appointed for holding the general meeting; or
 - (c) the chairperson is unwilling to act as chairperson of the general meeting.
- 11.3 If no Director is present or is willing to take the chair under clause 11.2, the Members may elect one (1) of the Members present as chairperson.
- 11.4 If there is a dispute at a general meeting about a question of procedure, the chairperson may determine the question.

12 Adjournment

- 12.1 The chairperson of a general meeting at which a quorum is present:
- (a) in his or her discretion may adjourn the general meeting with the meeting's consent; and
 - (b) must adjourn the general meeting if the meeting directs him or her to do so.
- 12.2 An adjourned general meeting may take place at a different venue to the initial general meeting.

- 12.3 The only business that can be transacted at an adjourned general meeting is the unfinished business of the initial general meeting.
- 12.4 Notice of an adjourned general meeting must only be given in accordance with clause 9.3 if a general meeting has been adjourned for more than 21 days.

13 Decision on questions

- 13.1 Subject to the Corporations Act in relation to special resolutions, a resolution is carried if a majority of the votes cast on the resolution are in favour of the resolution.
- 13.2 A resolution put to the vote of a meeting is decided on a show of hands unless a poll is demanded in accordance with the Corporations Act.
- 13.3 Unless a poll is demanded:
- (a) a declaration by the chairperson that a resolution has been carried, carried by a specified majority, or lost; and
 - (b) an entry to that effect in the minutes of the meeting,
- are conclusive evidence of the fact without proof of the number or proportion of the votes in favour of or against the resolution.
- 13.4 The demand for a poll may be withdrawn.
- 13.5 A decision of a general meeting may not be impeached or invalidated on the ground that a person voting at the general meeting was not entitled to do so.

14 Taking a poll

- 14.1 A poll will be taken when and in the manner that the chairperson directs.
- 14.2 The result of the poll will be the resolution of the meeting at which the poll was demanded.
- 14.3 The chairperson may determine any dispute about the admission or rejection of a vote.
- 14.4 The chairperson's determination, if made in good faith, will be final and conclusive.
- 14.5 A poll demanded on the election of the chairperson or the adjournment of a general meeting must be taken immediately.
- 14.6 After a poll has been demanded at a general meeting, the general meeting may continue for the transaction of business other than the question on which the poll was demanded.

15 Casting vote of chairperson

- 15.1 The chairperson of a general meeting is entitled to vote if voting as a Member. In addition, the chairperson has a casting vote at a general meeting.

16 Proxies

- 16.1 A Member may appoint a proxy provided that the person appointed as a proxy must be the proxy for that Member only. A person cannot be appointed as proxy for two (2) or more Members. If a person is appointed as a proxy for two (2) or more Members, only the first appointment will be valid and the person will only be able to vote as proxy for that Member who appointed him as his proxy.

VOTES OF MEMBERS

17 Entitlement to vote

- 17.1 Subject to clauses 17.2, each Member has one (1) vote.
- 17.2 A Member is not entitled to vote unless the Member has been registered as a Member for at least six (6) months before the date on which the vote is to be exercised.
- 17.3 A Member who commenced employment with the Company on or after 15 November 2016 will not be entitled to vote while they remain an employee of the Company.
- 17.4 If a Member, being also an employee of the Company:
- (a) allows their membership of the Company to lapse or terminate for any reason (including for non-payment of the Subscription Fee); and
 - (b) seeks to reinstate their membership of the Company following such lapse or termination,
- then, if their membership is reinstated, the Member's entitlement to vote is suspended during the period that the Member continues as an employee of the Company.
- 17.5 The suspension of the right to vote under clauses 17.3 and 17.4 immediately ceases when the Member leaves the employment of the Company.

18 Objections

- 18.1 An objection to the qualification of a voter may only be raised at the general meeting or adjourned general meeting at which the voter tendered its vote.
- 18.2 An objection must be referred to the chairperson of the general meeting, whose decision is final.
- 18.3 A vote which the chairperson does not disallow because of an objection is valid for all purposes.

APPOINTMENT AND REMOVAL OF DIRECTORS

19 Number and composition of Directors

19.1 Eligibility to be a Director

- (a) Any person is eligible to become a Representative Director if the person:

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- (i) is a fully paid up Member of the Company;
 - (ii) is not currently, nor has been within the past three (3) year period, an employee or contractor of the Company;
 - (iii) is not a Close Family Relative of a person in the Senior Management Team;
 - (iv) is not a Close Family Relative of a Director;
 - (v) is independent of a Major Health Funding Body;
 - (vi) has completed a Corporate Governance Course or is able to complete such a course within six (6) months of being appointed;
 - (vii) consents to the conduct of a National Criminal History check on election and re-election;
 - (viii) holds a Children's Commission Blue Card; and
 - (ix) is not disqualified from managing a corporation under Part 2D.2 of the Corporations Act.
- (b) A person is eligible to be appointed as a Skills-based Director if the person is independent of the Company, the Representative Directors and the Members and the person:
- (i) has skills and experience in areas relevant to the operation of the Company such as clinical service delivery, finance/accounting, strategic planning, legal/corporate governance or business management;
 - (ii) is not currently, nor has been within the past three (3) year period, an employee or contractor of the Company;
 - (iii) is not a Close Family Relative of a person in the Senior Management Team;
 - (iv) is not a Close Family Relative of a Director;
 - (v) is independent of a Major Health Funding Body;
 - (vi) has completed a Corporate Governance Course or is able to complete such a course within six (6) months of being appointed;
 - (vii) consents to the conduct of a National Criminal History check on election and re-election;
 - (viii) holds a Children's Commission Blue Card; and
 - (ix) is not disqualified from managing a corporation under Part 2D.2 of the Corporations Act.
- (c) For the purposes of clauses 19.1(a)(vi) and (viii) and 19.1(b)(vi) and (viii), if a Director does not, within six (6) months of appointment:
- (i) successfully complete a Corporate Governance Course; or
 - (ii) obtain a Children's Commission Blue Card or is rejected for such a card,

the Director will cease to be eligible to be a Director and his or her appointment will expire at the earlier of the expiration of the six (6) month period or the date the Director is rejected for the Children's Commission Blue Card.

- (d) For the purposes of clauses 19.1(a)(v) and 19.1(b)(v), a person who is an employee of a Major Health Funding Body but who is not involved in, or responsible for, decisions in connection with funding agreements or funding arrangements involving the Company, is deemed to be independent of a Major Health Funding Body.

19.2 Number of Directors

There will not more than seven (7) Directors unless the Company in general meeting by resolution changes the maximum number.

19.3 The Directors are appointed in the manner set out in clause 20.1.

19.4 The Members must ensure that all the Representative Directors are Aboriginal and Torres Strait Islander persons.

20 Appointment of Directors

20.1 Appointment of Directors

- (a) Subject to this Constitution, the Representative Directors must be appointed by the Members by resolution at a general meeting.
- (b) Subject to this Constitution, the Skills-based Directors must be appointed by a special resolution of the Directors. There must be at least one (1) but no more than two (2) Skills-based Directors.
- (c) An appointment of a person as a Director is not effective unless a signed consent to the appointment is provided by that person to the Company. The appointment of a person as a Director will take effect on the later of the date of appointment and the date on which the Company receives the signed consent.

20.2 Casual Vacancies

- (a) Subject to clause 20.2(b), the Directors may appoint a person to fill a casual vacancy.
- (b) If a casual vacancy in the office of the chairperson or deputy chairperson is to be filled the Directors may elect from among the Directors to fill the vacancy.
- (c) Any person appointed to fill a casual vacancy will hold office for the period for which the Director replaced would have held office.

21 Term of Appointment of Directors

21.1 A Representative Director will hold office for a period of two (2) years, with the Representative Director's term expiring at the close of the second annual general meeting following his or her election.

21.2 A Skills-based Director is appointed for two (2) years from the date of his or her appointment by the Directors under clause 20.1(b).

21.3 Directors are eligible for election or appointment under clause 20.1 for a maximum of four (4) consecutive terms (ie eight (8) years).

- 21.4 A Director who has served the maximum number of terms under clause 21.3 is ineligible for election or appointment for two (2) years under clause 20.1 for two (2) years following his or her retirement.
- 21.5 A retirement by rotation at a general meeting does not become effective until the end of the meeting.

22 Nomination and election of Representative Director

- 22.1 The Directors must establish a committee (“Nominations Committee”) comprised as follows:
- (a) a Skills-based Director who will act as committee chair;
 - (b) a Representative Director:
 - (i) whose term is not expiring at the upcoming AGM, or
 - (ii) if his or her term is expiring at the upcoming AGM, that Director has confirmed that he or she is not re-nominating at the upcoming AGM; and
 - (c) 2 external members, with at least one being a current financial Member.
- 22.2 The Directors must also appoint at least one alternate committee member (“Alternate Committee Member”) for each of the positions appointed under clause 22.1(b) and (c) (ie three (3) Alternate Committee Members).
- 22.3 At least four (4) calendar months before the AGM, the Directors must:
- (a) identify those Directors whose terms will expire at the upcoming AGM;
 - (b) nominate the skills requirements for the vacant director positions based on the current skills mix and strategic direction of the Company;
 - (c) confirm the Nominations Committee membership, including Alternate Committee Members;
 - (d) direct the Company Secretary to notify Members of the upcoming director vacancies and call for nominations. The notice must include the selection criteria set out in clause 19.1(a) and the skills requirements determined by the Directors under clause 22.3(b).
- 22.4 To be valid, a nomination:
- (a) must be received by the Company in the manner stated in the notice and by the date stated in the notice;
 - (b) must provide sufficient information to confirm that the nominee meets the selection criteria set out in clause 19.1(a);
 - (c) provide evidence that the nominee meets the skills requirements determined under clause 22.3(b);
 - (d) must include the completed and signed paperwork for a National Criminal History check;
 - (e) must include a copy of a current Children’s Commission Blue Card or a completed and signed application for a Children’s Commission Blue Card;
 - (f) must be signed by the nominee; and

- (g) must be signed by an eligible Member, supporting the nominee's application.

22.5 Nominations close three (3) calendar months before the AGM.

22.6 On the close of nominations, the Company Secretary will circulate the list of nominees to the Nominations Committee (including Alternate Committee Members) with a request that members identify whether they are a Close Family Relative of any nominee.

22.7 Where a Nominations Committee member identifies under clause 22.6 that he or she is a Close Family Relative of a nominee, that member will not participate in the Nominations Committee and an Alternate Committee Member, who does not have any such conflict, will take that member's place.

22.8 Where the number of Nominations Committee members (including Alternate Committee Members) who are Close Family Relatives of nominees is such that the Nominations Committee cannot be properly constituted, the Directors must appoint new members to the Nominations Committee.

22.9 The Nominations Committee must meet at least once, to review the nominations and decide which nominees to recommend to the Members for election at the AGM. In considering the nominations, the Nominations Committee must ensure that the nominees have appropriately addressed the selection criteria and the skills requirements. The Nominations Committee must act fairly, transparently, in good faith and without bias.

22.10 At least 14 days before the AGM, details of all nominations received, together with the Nominations Committee's recommendations, must be sent to all Members.

22.11 Recommendations by the Nominations Committee are final and there is no review of decisions.

23 Suspension and removal of Directors

23.1 Suspension of a Director by the Directors

- (a) If the conduct or position of any Director is such that continuance in office appears to the majority of the Directors to be prejudicial to the interests of the Company, a majority of Directors at a meeting of the Directors specifically called for that purpose may suspend that Director.
- (b) Within 14 days of the suspension, the Directors must call a general meeting, at which the Members may either confirm the suspension and remove the Director from office in accordance with clause 23.2 or annul the suspension and reinstate the Director.
- (c) For a person removed in accordance with clause 23.1(b), the Directors may appoint a person to fill the position of the Director which has been removed. The person will hold office for the period for which the Director replaced would have held office if the Director had not been removed.

23.2 Removal of a Director by the Members

- (a) The Company may remove a Director by resolution at a general meeting.

- (b) At least two months' notice must be given to the Company of the intention to move a resolution to remove a Director at a general meeting.
- (c) If notice of intention to move a resolution to remove a Director at a general meeting is received by the Company, a Director must be given a copy of the notice as soon as practicable.
- (d) The Director must be informed that the Director may:
 - (i) submit a written statement to the Company for circulation to the Members before the meeting at which the resolution is put to a vote; and
 - (ii) speak to the motion to remove the Director at the general meeting at which the resolution is to be put to a vote.
- (e) At least 21 days' notice must be given to the Members of a general meeting at which the resolution for the removal of a Director is proposed. The notice must set out the proposed resolution and the grounds for the proposed resolution.

24 Vacation of office

24.1 A person ceases to be a Director and the office of a Director is vacated if the person:

- (a) is removed from office as a Director by a resolution of the Company at general meeting or in accordance with the Corporations Act;
- (b) resigns as a Director in accordance with this Constitution;
- (c) ceases to be a Member;
- (d) dies;
- (e) is prohibited by the Corporations Act from holding office or continuing as a Director;
- (f) is subject to assessment or treatment under any mental health law and the Directors resolve that the person is incapable of performing his or her duties;
- (g) is subject to the appointment of a trustee in bankruptcy pursuant to the *Bankruptcy Act 1966* (Cth);
- (h) is absent from Directors' meetings for six (6) consecutive months without leave of absence from the Directors; or
- (i) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the Corporations Act.

24.2 A Director may resign from the office of Director by giving notice of resignation to the Company at its registered office.

25 Chairperson and Deputy Chairperson

25.1 The Directors will appoint from within their number to fill the position of chairperson of the Directors.

- 25.2 The appointment of the chairperson will be for a term of twelve (12) months.
- 25.3 If no chairperson is elected or if the chairperson is not present at any Directors' meeting within ten minutes after the time appointed for the meeting to begin, the Directors present must elect another Director to be chairperson of the meeting.
- 25.4 The Directors may elect a Director as deputy chairperson to act as chairperson in the chairperson's absence.

POWERS AND DUTIES

26 Powers and duties of Directors

26.1 Powers and duties of Directors

- (a) Subject to this Constitution and the Corporations Act, the activities of the Company are to be managed by, or under the direction of, the Directors.
- (b) Subject to this Constitution and the Corporations Act, the Directors may exercise all powers of the Company that are not required to be exercised by the Company in a general meeting.
- (c) The powers of the Directors include the power to:
 - (i) borrow or otherwise raise money;
 - (ii) mortgage, charge (including in the form of a floating charge) any of the Company's assets (both present and future); and
 - (iii) issue debentures and other securities, and any instrument (including any bond).
- (d) The Directors may delegate any of its powers to:
 - (i) a Director;
 - (ii) a committee of Directors;
 - (iii) an employee of the Company; or
 - (iv) any other person.

26.2 Negotiable instruments

All negotiable instruments and all receipts for money paid to the Company must be signed, drawn, accepted, endorsed or otherwise executed in such manner as the Directors may determine.

PROCEEDINGS OF DIRECTORS

27 Directors' meetings

27.1 Convening meetings

- (a) In the ordinary course, the Secretary will convene Directors meetings in accordance with the determinations of the Directors.

- (b) A Director may at any time convene a Directors meeting by notice to the other Directors.

27.2 Notice of meetings

- (a) Reasonable notice of each Directors meeting must be given to the Directors.
- (b) Each notice must state:
 - (i) the date, time and place (or places) of the Directors meeting;
 - (ii) the general nature of the business to be conducted at the Directors meeting; and
 - (iii) any proposed resolutions.

27.3 Omission to give notice

No resolution passed at or proceedings at any Directors meeting will be invalid because of any unintentional omission or error in giving or not giving notice of:

- (i) that Directors meeting;
- (ii) any change of place (or places) of that Directors meeting;
- (iii) postponement of that Directors meeting; or
- (iv) resumption of that adjourned Directors meeting.

27.4 Use of technology

A Directors meeting may be convened or held using any technology consented to by all Directors. The consent may be a standing one.

27.5 Quorum at meetings

A quorum at a Directors meeting is the greater of three Directors and a number equal to 50% of the number of Directors for the time being appointed as Directors, rounded up where there is an odd number of Directors. The quorum must be present at all times during the Directors meeting.

27.6 Lack of quorum

If a quorum is not present within 30 minutes after the time appointed for a Directors meeting, or any longer period of time as the chairperson may allow, the Directors meeting:

- (i) is adjourned to be resumed to a day, time and place (or places) as the chairperson determines or if the chairperson is not present as the Directors at the meeting may determine; or
- (ii) if the Directors do not so determine:
 - A. the date for the resumption of the adjourned Directors meeting will be on the same day in the next week;
 - B. the time for the resumption of the adjourned Directors meeting will be at the same time as the adjourned meeting; and
 - C. the place (or places) for the resumption of the adjourned Directors meeting will be at the same place (or places) as the adjourned meeting.

28 Decision on questions

- 28.1 In considering whether or not to pass a resolution, the Directors will seek to reach consensus. Subject to **clause 28.2**, if the Directors do not reach a consensus, the resolution will not be passed.
- 28.2 If the Directors do not reach a consensus, any Director may require the Directors vote upon the resolution. If such a vote is required, the resolution must be passed by a majority of the votes cast by the Directors.
- 28.3 Each Director has one vote.
- 28.4 The chairperson of a meeting does not have a casting vote in addition to his or her deliberative vote.
- 28.5 An Alternate Director has one (1) vote for each Director for whom he or she is an alternate.
- 28.6 If the Alternate Director is a Director, he or she also has a vote as a Director.

PAYMENTS TO DIRECTORS

29 Payments to Directors

- 29.1 Subject to clause 29.2, no payment will be made to any Director of the Company other than payment:
- (a) of out of pocket expenses incurred by the Director in the performance of any duty as Director of the Company where the amount payable does not exceed an amount previously approved by the Directors of the Company;
 - (b) for any service rendered to the Company by the Director in a professional or technical capacity, where the provision of the service has the prior approval of the Directors of the Company and where the amount payable is approved by the Directors of the Company and is not more than an amount which commercially would be reasonable payment for the service; and
 - (c) relating to an indemnity in favour of the Director and permitted by section 199A of the Corporations Act or a contract of insurance permitted by section 199B of the Corporations Act.
- 29.2 Any payment made under clause 29.1(b) that relates to remuneration for services rendered as a Director of the Company must not exceed the Remuneration Limit per annum.

30 Directors' interests

30.1 Declaration of interest

- (a) Any Director who has a material personal interest in a contract or proposed contract of the Company, holds any office or owns any property such that the Director might have duties or interests which conflict or may conflict either directly or indirectly with the Director's duties or interests as

a Director, must give the Directors notice of the interest at a Directors meeting.

- (b) A notice of a material personal interest must set out:
 - (i) the nature and extent of the interest; and
 - (ii) the relation of the interest to the affairs of the Company.
- (c) The notice must be provided to the Directors at a Directors meeting as soon as practicable.

30.2 Voting by interested Directors

A Director who has a material personal interest in a matter that is being considered at a Directors meeting:

- (i) must not vote on the matter at a meeting; and
- (ii) must not be present while the matter is being considered at the meeting, and accordingly will not count for the purposes of determining whether there is a quorum.

31 Alternate Directors

31.1 A Director may, with the approval of the Directors, appoint any person as his or her alternate for a period determined by that Director.

31.2 An Alternate Director is entitled to notice of Directors' meetings and, if the appointor is not present at a meeting, is entitled to attend, be counted in a quorum and vote as a Director.

31.3 An Alternate Director is an officer of the Company and is not an agent of the appointor.

31.4 The provisions of this Constitution which apply to Directors also apply to Alternate Directors.

31.5 The appointment of an Alternate Director:

- (a) may be revoked at any time by the appointor or by the other Directors; and
- (b) ends automatically when the appointor ceases to be a Director.

31.6 Any appointment or revocation under this clause must be effected by written notice delivered to the Secretary.

32 Remaining Directors

32.1 The Directors may act even if there are vacancies on the Directors.

32.2 If the number of Directors is not sufficient to constitute a quorum at a Directors' meeting, the Directors may act only to:

- (a) appoint a Director; or
- (b) call a general meeting.

33 Delegation

- 33.1 The Directors may delegate any of their powers, other than those which by law must be dealt with by the Directors as a Directors, to a committee or committees.
- 33.2 The Directors may at any time revoke any delegation of power to a committee.
- 33.3 At least one (1) member of each committee must be a Director.
- 33.4 A committee must exercise its powers in accordance with any directions of the Directors and a power exercised in that way is taken to have been exercised by the Directors.
- 33.5 A committee may be authorised by the Directors to sub-delegate all or any of the powers for the time being vested in it.
- 33.6 Meetings of any committee of Directors will be governed by the provisions of this Constitution which deal with Directors' meetings so far as they are applicable and are not inconsistent with any directions of the Directors. The provisions apply as if each member of the committee was a Director.

34 Written resolutions

- 34.1 The Directors may pass a resolution without a Director's meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. The resolution is passed when the last Director signs.
- 34.2 For the purposes of clause 34.1, separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.
- 34.3 Any document referred to in this clause may be in the form of a facsimile or electronic transmission.
- 34.4 The Company register must record that a resolution was passed in accordance with this clause.
- 34.5 This clause applies to Directors' committees as if all members of the committee were Directors.

35 Validity of acts of Directors

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

36 Minutes and Registers

36.1 The Directors must ensure that:

- (a) minutes are kept recording:
 - (i) the names of the Directors present at all Directors' meetings and meetings of Directors' committees;
 - (ii) all proceedings and resolutions of general meetings, Directors' meetings and meetings of Directors' committees; and
 - (iii) all orders made by the Directors and Directors' committees.
- (b) the Company register records:
 - (i) all resolutions passed by Directors in accordance with clause 36;
 - (ii) all appointments of officers; and
 - (iii) all disclosures of interests made under clause 30.

36.2 Minutes must be signed by the chairperson of the meeting or by the chairperson of the next meeting of the relevant body.

36.3 The Company must keep all registers required by this Constitution and the Corporations Act.

37 Appointment of attorneys and agents

37.1 The Directors may from time to time by resolution or power of attorney executed in accordance with section 127 of the Corporations Act appoint any person to be the attorney or agent of the Company:

- (a) for the purposes;
- (b) with the powers, authorities and discretions (not exceeding those exercisable by the Directors under this Constitution);
- (c) for the period; and
- (d) subject to the conditions,
determined by the Directors.

37.2 An appointment by the Directors of an attorney or agent of the Company may be made in favour of:

- (a) any member of any committee established under this Constitution;
- (b) any company;
- (c) the members, directors, nominees or managers of any company or firm;
- (d) any fluctuating body of persons whether nominated directly or indirectly by the Directors; or
- (e) any Member, officer or employee of the Company.

37.3 A power of attorney may contain such provisions for the protection and convenience of persons dealing with an attorney as the Directors think fit.

37.4 The Directors may appoint attorneys or agents by facsimile transmission, telegraph or cable to act for and on behalf of the Company.

37.5 An attorney or agent appointed under this clause may be authorised by the Directors to sub-delegate all or any of the powers authorities and discretions for the time being vested in it.

SECRETARY

38 Secretary

38.1 The Company must have at least one Secretary. The Directors has the power to appoint a natural person to act as secretary on the terms and for such period as the Directors may determine.

38.2 The Board must appoint an independent, professional company secretary to be Company Secretary.

38.3 The Secretary is entitled to attend and be heard on any matter relating to corporate governance and compliance at all Directors' and general meetings.

38.4 The Directors may, subject to the terms of the Secretary's appointment, suspend, remove or dismiss the Secretary.

SEALS

39 Common Seal

39.1 If the Company has a Seal:

- (a) the Directors must provide for the safe custody of the Seal;
- (b) the Seal must not be used without the authority of the Directors or a Directors' committee authorised to use the Seal; and
- (c) every document to which the Seal is affixed must be signed by a Director and be countersigned by another Director, the Secretary or another person appointed by the Directors to countersign the document.

40 Duplicate Seal

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

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

INSPECTION OF RECORDS

41 Inspection of records

41.1 Except as otherwise required by the Corporations Act, the Directors may determine whether, and if so, the extent to which and at what times and which place and under what conditions any financial record or other records of the Company may be inspected by Members.

- 41.2 Any Director may at any time access and inspect any financial and any other record of the Company.
- 41.3 The Directors may determine that any person who is to cease or has ceased to be a Director may continue to have access to and inspect any financial record of the Company relating to the time during which the person was a Director.

NOTICES

42 Service of notices

- 42.1 Notice may be given by the Company to any person who is entitled to notice under this Constitution:
- (a) by serving it on the person; or
 - (b) by sending it by post, facsimile transmission or electronic notification to the person at the person's address shown in the Register or the address supplied by the person to the Company for sending notices to the person.
- 42.2 A notice sent by post is taken to be served:
- (a) by properly addressing, prepaying and posting a letter containing the notice; and
 - (b) on the day after the day on which it was posted.
- 42.3 A notice sent by facsimile transmission or electronic notification is taken to be served:
- (a) by properly addressing the facsimile transmission or electronic notification and transmitting it; and
 - (b) on the day after its despatch.
- 42.4 If a Member does not have an address recorded in the Register a notice will be taken to be served on that Member 24 hours after it was posted on a notice Directors at the Company's registered office.
- 42.5 A Member whose address recorded in the Register is not in Australia may specify in writing an address in Australia to be taken to be the Member's address for the purposes of clause 42.
- 42.6 A certificate in writing signed by a Director, Secretary or other officer of the Company that a document or its envelope or wrapper was addressed and stamped and was posted is conclusive evidence of posting.
- 42.7 Subject to the Corporations Act the signature to a written notice given by the Company may be written or printed.
- 42.8 All notices sent by post outside Australia must be sent by prepaid airmail post.

43 Persons entitled to notice

- 43.1 Notice of every general meeting must be given to:
- (a) every Member;

- (b) every Director and Alternate Director; and
- (c) any Auditor.

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

AUDIT AND ACCOUNTS

44 Audit and accounts

44.1 The Directors must cause the Company to keep written financial records in relation to the business of the Company in accordance with the requirements of the Corporations Act.

44.2 The Directors must cause the financial records of the Company to be audited in accordance with the requirements of the Corporations Act.

GIFT FUND

45 Operation of gift fund

45.1 Where the ITAA requires that a gift fund be established for the receipt of tax deductible donations, the Company must establish a separate gift fund account to which such donations are credited.

45.2 The Gift Fund Account must only be used or applied for purposes that are consistent with the objects of the Company and separate records must be maintained as to the receipt and disbursement of moneys from that account.

45.3 The name of the Gift Fund Account will be "The Aboriginal and Islander Community Health Service Brisbane Limited Gift Deductible Fund".

46 Transfer of the gift fund in specified circumstances

46.1 On:

(a) revocation of the endorsement of the Company under sub-division 30-B of the ITAA; or

(b) the winding up of the gift fund by the Company,

any balance in the Gift Fund Account or an account set up by the Company to acknowledge tax deductible gifts made to it must be transferred to such other gift fund, gift funds, entity or entities having objects similar to the objects of the Company as will be determined by the Members at or before that time, provided that the entity or entities must be endorsed as a deductible gift recipient under sub-division 30-B of the ITAA.

WINDING UP

47 Winding up

47.1 If the Company is wound up:

- (a) each Member; and
- (b) each person who has ceased to be a Member in the preceding year, undertakes to contribute to the property of the Company for the:
- (c) payment of debts and liabilities of the Company (in relation to clause 47.1(b), contracted before the person ceased to be a Member) and payment of costs, charges and expenses of winding up; and
- (d) adjustment of the rights of the contributories amongst themselves, such amount as may be required, not exceeding \$1.

47.2 If any surplus remains following the winding up of the Company, the surplus must not be paid to or distributed amongst Members, but will be given or transferred to another organisation and where possible, to incorporated member organisations of NACCHO, which, by their constitution, are:

- (a) a not-for-profit organisation;
- (b) required to apply its profits (if any) or other income in promoting its objects similar to those of the Company;
- (c) endorsed as a deductible gift recipient under Sub-division 30-B of the ITAA; and
- (d) prohibited from making any distribution to its members or paying fees to its directors,

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

47.3 (a) In this clause 'Community Housing Asset', 'Corresponding Law', 'Housing Agency', 'Participating Jurisdiction' and 'Registered Provider' have the same meaning as in the Housing Act 2003 (Qld).

(b) Despite clause 47.2, each Community Housing Asset remaining after satisfaction of the Company's liabilities must be transferred as follows:

- a. each remaining Community Housing Asset of the Company in Queensland must be transferred under section 37A(2)(a) of the Housing Act 2003 (Qld); and
- b. each remaining Community Housing Asset of the Company located in a Participating Jurisdiction must be transferred under the Corresponding Law of that Participating Jurisdiction to:
 - i. the Housing Agency in that Participating Jurisdiction;
 - ii. another Registered Provider in the Participating Jurisdiction;
 - or
 - iii. another entity as prescribed under the Corresponding Law.

INDEMNITY

48 Indemnity

48.1 To the extent permitted by law and subject to the restrictions in section 199A of the Corporations Act the Company indemnifies every person who is or has

been an officer of the Company against any liability (other than for legal costs) incurred by that person as such an officer of the Company (including liabilities incurred by the officer as an officer of a subsidiary of the Company where the Company requested the officer to accept that appointment).

- 48.2 To the extent permitted by law and subject to the restrictions in section 199A of the Corporations Act, the Company indemnifies every person who is or has been an officer of the Company against reasonable legal costs incurred in defending an action for a liability incurred by that person as such an officer of the Company (including such legal costs incurred by the officer as an officer of a subsidiary of the Company where the Company requested the officer to accept that appointment).
- 48.3 The amount of any indemnity payable under clauses 48.1 or 48.2 will include an additional amount (**GST Amount**) equal to any GST Amount payable by the officer being indemnified (**Indemnified Officer**) in connection with the indemnity (less the amount of input tax credit claimable by the Indemnified Officer in connection with the indemnity). Payment of any indemnity which includes a GST Amount is conditional upon the Indemnified Officer providing the Company with a Tax Invoice for the GST Amount.
- 48.4 For the purposes of this clause, **officer** means:
- (a) a Director; or
 - (b) a Secretary.

AMENDMENTS

49 Amendments

- 49.1 This Constitution must not be amended other than in accordance with the Corporations Act.
- 49.2 If required and subject to Rule 49.1, the Company may revoke, add to or vary the Constitution provided that:
- (a) no part of the Gift Fund Account or the income of the Gift Fund Account becomes subject to any institution, organisation, fund or authority that is not a charitable organisation endorsed to receive donations under sub-Div.30B of the ITAA ; and
 - (b) unless the Commissioner of Taxation consents to the revocation, addition or variation;
 - (i) no amendment is allowed to be made to or affecting the objects of the Company; and
 - (ii) no amendment is allowed to be made which authorises the Company to invest money of the Gift Fund Account other than in a manner which trustees are permitted to invest under the laws of Australia or any Australian State or Territory.

Schedule 1 Definitions

Alternate Director	means a person appointed as an alternate director under clause 30.1.
Auditor	means the Company's auditor.
Business Day	means, in relation to doing of any action in a place, any day other than a Saturday, Sunday, public holiday or bank holiday in that place.
Close Family Relative	means: <ul style="list-style-type: none">(a) biological father, mother, son, daughter, brother, sister, uncle or aunt;(b) persons who are or have been part of the close family or kin of the person according to the traditional kinship system of the person's culture, including the person's spouse.
Company	means the Aboriginal and Torres Strait Islander Community Health Service Brisbane Limited.
Constitution	means the constitution of the Company as amended from time to time.
Corporate Governance Course	means a Certificate IV in Governance or another equivalent recognised industry qualification in governance.
Corporations Act	means the <i>Corporations Act 2001</i> (Cth) as modified or amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the Company.
CPI	means the Consumer Price Index, All Groups for Brisbane published by the Australian Bureau of Statistics.
Director	includes any person occupying the position of executive director or other director of the Company and, where appropriate, includes an Alternate Director.
Directors	means all or some of the Directors acting as a Directors.
Financial Year	means the period of 12 months beginning on 1 July of any year and ending on 30 June of the succeeding year.
Gift Fund Account	means the gift fund account established under Rule 45.
GST Act	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) or any replacement or other relevant legislation and regulations.

GST Amount	means GST as defined in the GST Act.
ITAA	means the <i>Income Tax Assessment Act 1936</i> (Cth) or the <i>Income Tax Assessment Act 1997</i> (Cth) as modified or amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the Company.
Major Health Funding Body	means: <ul style="list-style-type: none"> (a) a State, Territory or Commonwealth Government Department that provides funding for the delivery of health care services; (b) a Medicare Local; (c) a Queensland local hospital and health service, that would have the potential to create a significant conflict of interest.
Member	means a member registered in the Register of the Company as a member of the Company.
Member's Charter	means the Member's Charter approved by the Directors.
NACCHO	means the Aboriginal Community Controlled Health Services within the State of Queensland.
Office	means the registered office from time to time of the Company.
Register	means the register of Members of the Company.
Remuneration Limits	means, as at 1 July 2021, \$20,000.00 per annum for the Chairperson and \$15,000.00 per annum for each of the other Directors, plus an additional sum of \$5,000.00 for the Chair of each of the Finance, Audit and Risk Committee and Governance Committee and \$3,000.00 for each other Director on each Committee (per Committee per annum), with all sums increased annually by CPI.
Seal	means the Company's common seal (if any).
Secretary	means any person appointed for the time being as, or to perform the functions of, secretary of the Company.
Senior Management Team	means: <ul style="list-style-type: none"> (a) the chief executive officer; (b) the chief financial officer; (c) the practice manager; (d) the general manager; and (e) any other position or person the Directors deem a member of the senior management team.
Subscription Date	means 1 July each year or as determined by the

	Directors and notified to the Members.
Subscription Fee	means the fee determined in accordance with clause 6.8.
Tax Invoice	has the same meaning as in the GST Act, including any applicable legislative determinations and public rulings issued through the Australian Taxation Office.