Constitution of OneCare Limited

Incorporating changes made:	
26 October 2018	Clause 20.4(b)(iv), Definitions
23 October 2020	Clause 9.11(d), 20.4(iv)
31 October 2023	Various Clauses
28 November 2025	Update various clauses

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1 Name of Corporation

The name of the company is **OneCare** Limited **ACN 100 869 421**.

2 Status of the Constitution

2.1 Constitution of the Company

This is the constitution of the Company.

2.2 Replaceable Rules

This Constitution displaces the Replaceable Rules.

2.3 Severing invalid provisions

(a) While the Company is a registered charity, the ACNC Act and the Corporations Act override any clauses in this Constitution which are inconsistent with those Acts.

(b) If the Company is not a registered charity (even if it remains a charity), the Corporations Act overrides any clause in this Constitution which is inconsistent with that Act.

(c) If at any time any provision of this Constitution is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, it does not affect or impair:

(i) the legality, validity or enforceability in that jurisdiction of any other provision of this Constitution; or

(ii) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Constitution.

3 Interpretation

3.1 Definitions

In this Constitution:

ACNC means the Australian Charities and Not-for-profits Commission.

ACNC Act means the Australian Charities and Not-for-profits Commission Act 2012 (Cth).

Auditor means the person appointed for the time being as the auditor of the Company.

Board means the Directors present at a meeting, duly convened as a Board meeting, at which a quorum is present.

Business Day means a day which is not a Saturday, Sunday or bank or public holiday in **Australia**.

Chairperson means the chair of the Board appointed in accordance with clause 22.

Chief Executive Officer means an employee of the Company appointed by the Board to manage the operations of the Company.

Claim means

(i) any writ, summons, cross-claim, counterclaim application or other originating legal or arbitral process against an Officer as such an Officer;

(ii) any hearing, complaint, enquiry, investigation, proceeding or application however commenced or originating against an Officer as such an Officer; or

(iii) any written or oral demand or threat that might result in the Officer reasonably believing that any such process, hearing, complaint, enquiry, investigation, proceeding or application referred to in (i) or (ii) above may initiated.

Client means any person who receives the benefit of the Company's services and includes residents of the Company's Residential Care Facilities, Independent Living Units Home Care and Health Care services.

Company means **OneCare Limited ACN 100 869 421.**

Constitution means the constitution for the time being of the Company as constituted by this document and any resolutions of the Company modifying this document.

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

Core Services means the provision of Aged care services to clients in OneCare facilities, provision of Independent Living Units, Home Care Services and any other services as determined by the Board and not inconsistent with the objects of the company in this constitution.

Deputy Chairperson means the deputy chair of the Board appointed in accordance with clause 22.

DGR means endorsement by the commissioner as a deductible gift recipient under section 30-120 of the Income Tax Assessment Act 1997 (Cth).

Director means a person who is a director for the time being of the Company and **Directors** means more than one Director, and in relation to rules applying to meetings of the Board, including voting by Directors and material personal interests.

Facilities means the Company's Residential Aged Care, Independent Living, Home Care, Health Care, Community or similar facilities throughout Australia

Foreign Person means a person who meets any of the following definitions:

(i) a foreign person as that term is defined in the Duties Act 2001 (Tas);

(ii) any other person, who, by virtue of their membership of the Association or deemed interest in the Association together with their status or deemed status as a foreign person (under legislation similar to the above in any jurisdiction in Australia) would expose the Association to additional duty or land tax or similar tax, charge or levy in respect of assets owned or to be owned as assets of the Association.

Life Member means a Member appointed as a life member in accordance with clause 9.3.

Member means a person who is, or who is registered as, a member of the Company and **Members** means more than one Member.

Members Guarantee Amount means an amount equal to **$20.00**. **Membership** means being a Member of the Company.

Officer means

(i) a person who is or has been a Director, Secretary or executive officer of

the Company or a wholly owned subsidiary of the Company; and

(ii) a person who is or has been a Director, Secretary or executive officer of a related body corporate of the Company (other than a wholly owned subsidiary of the Company) while also a Director or an employee of the Company or a wholly owned subsidiary of the Company.

Policies and Procedures means any governance principles, policies, procedures, documents or tools the Board may adopt from time to time and includes the ACNC Governance Standards as amended from time to time.

registered charity means a charity that is registered under the ACNC Act.

Register of Members means the register of Members maintained pursuant to the Corporations Act. **Replaceable Rules** means the replaceable rules applicable to a public Company limited by guarantee set out in the Corporations Act.

Secretary means any persons appointed for the time being as, or to perform the functions of, secretary of the Company.

special resolution means a resolution of which notice has been given under clause 14.4; and that has been passed by at least 75% of the votes cast by members present and entitled to vote on the resolution.

3.2 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.

4 Objects and purpose

4.1 Purpose

OneCare is a professional services company specialising in aged care and health services; enhancing the wellness, lifestyle and health of ageing or disabled people in Australia who have:

(a) emerging or actual chronic health or complex health conditions;

(b) an injury or accident;

(c) acute illness(es);

(d) end life or palliative care requirements;

(e) a desire to live in an aged appropriate and purpose built community;

or any combination of these categories.

4.2 Objects

The objects for which the Company is established are:

(a) to provide care for those in need of assistance for daily living and to assist those in need of affordable housing;

(b) to provide facilities and services for high quality care of the aged, disabled, sick or terminally ill;

(c) to provide alternative facilities and accommodation for the aged or disabled persons;

(d) to provide temporal and spiritual support for ageing or disabled people who have:

- emerging or actual chronic health or complex health conditions
- an injury or accident
- acute illness(es)
- end life or palliative care requirements,

or any combination of these four health status categories;

(e) to provide financial assistance to associated entities of The Company, registered as public benevolent institutions and deductible gift recipients;

(f) to provide and support education and training of persons in any programs furthering these objects;

(g) to foster community involvement in the achievement of the objects of the Company; and

(h) any other object which the Directors consider is consistent with one or more of the other objects.

5 Powers of the Company

The Company has all the powers a company limited by guarantee has under the Corporations Act but must only exercise those powers:

(a) in the promotion of the objects of the Company in Australia;

(b) subject to this Constitution; and

(c) in the way the Corporations Act requires.

6 Application of income and property of Company

6.1 To be applied towards objects

The Company must apply its income and property solely towards the promotion of the objects of the Company in Australia and not to any Foreign Person.

6.2 Not to be applied for benefit of members

The Company must not pay or transfer directly or indirectly any of its income and property to any Member except that the Company may, subject to complying with Chapter 2E of the Corporations Act where required, pay:

(a) reasonable and proper remuneration to any Member in return for:

(i) services actually rendered to the Company; and

(ii) goods supplied in the ordinary and usual way of business; and

(b) reasonable and proper interest on money borrowed from any Member.

6.3 Application of surplus property on winding-up or revocation of DGR status

(a) Subject to the Corporations Act and any other applicable Act, and any court order, if when the Company is wound up a surplus of assets remains after all debts or liabilities of the Company have been paid, the surplus must be distributed to one or more corporations, funds, authorities or institutions:

(i) having similar aims and basic objects to the Company;

(ii) which also prohibit the distribution of any surplus assets to its members to at least the same extent as the Company;

(iii) that is or are DGRs; and

(iv) who is not a Foreign Person.

(b) If the Company's DGR endorsement is revoked (whether or not the Company is to be wound up), any surplus gift funds must be transferred to one or more charities that meet the requirements of clause 6.3(a), as decided by the Directors.

(c) For the purpose of this clause 6:

(i) **gift funds** means:

(A) gifts of money or property for the principal purpose of the Company;

(B) contributions made in relation to a fund-raising event held for the principal purpose of the Company; and

(C) money received by the Company because of such gifts and contributions.

(ii) **contributions** and **fund-raising event** have the same meaning as in Division 30 of the Income Tax Assessment Act 1997 (Cth).

6.4 Choosing institution

The corporations, funds, authorities or institutions referred to in clause 6.3 and the amounts to be distributed to each are to be chosen:

(a) by special resolution of the Members on or before dissolution of the Company; or

(b) if the Members do not so choose, by the Supreme Court of Tasmania.

7 Modification or repeal of this Constitution

7.1 Modifying or repealing Constitution

This Constitution may be modified or repealed only by a special resolution of the Company in a general meeting.

7.2 Date of effect of modification or repeal

Any modification or repeal of this Constitution takes effect on the date the special resolution is passed or any later date specified, or provided for, in the resolution.

8 Member's liability

8.1 Liability to contribute

Subject to this Constitution, each person who is a Member, and each person who was a Member during the year ending on the day of the commencement of the winding up of the Company, undertakes to contribute to the property of the Company for:

(a) payment of debts and liabilities of the Company;

(b) payment of the costs, charges and expenses of winding up; and

(c) any adjustment of the rights of the contributories among Members.

8.2 Limited liability

The amount that each Member or past Member is liable to contribute is limited to the amount of the Member's Guarantee Amount.

9 Members

9.1 Membership

The Members of the Company are:

(a) the Directors appointed from time to time; and

(b) the Life Members.

9.2 When a person becomes a Member

A person will become a Member when they are entered on the Register of Members.

9.3 Life Membership

(a) In recognition of significant service to the Company, the Directors may, by majority vote at a Directors' meeting, grant honorary life membership to current or former Members.

(b) Life Members do not have voting rights.

(c) Life Members of the Company prior to the adoption of this Constitution remain as Life Members upon the adoption of this Constitution.

9.4 Annual fees

(a) The Directors from time to time may resolve that each Member must pay an annual Membership subscription fee and, if so, how much is to be paid. They may also waive all or any part of the annual Membership subscription for a Member.

(b) Each Member, who is not a Life Member must pay the annual Membership subscription.

(c) If all or part of a Member's annual Member subscription fee remains outstanding 14 days after the date on which the fee was due and payable, the Directors may send a notice to the Member stating:

(i) the amount outstanding and the date on which it was due; and

(ii) that, if the Member does not pay the amount outstanding within 14 days of the date of the notice, the Member will be deemed to have resigned as a Member upon the expiration of that 14 day period.

If the Member does not pay the amount outstanding within 14 days of the date

of the notice, the Member will be deemed to have resigned as a Member upon the expiration of that 14 day period as if the Member had delivered a notice of resignation to the Company.

(d) A person who ceases to be a member is not entitled to a refund of any of the Membership subscription.

(e) In the case of new members, a person who becomes a member of the Company must pay an initial membership equal to the last annual subscription. The initial subscription will expire on the following 30th June.

9.5 Exclusion from Membership

Notwithstanding anything else in this Constitution, any Foreign Person is excluded from being a Member of the Company. For the avoidance of doubt, the Company does not have the power to distribute any income and/or capital of the trust to any Member who is a Foreign Person.

10 Rights of Members are non-transferable

The rights and obligations of a Member are personal and are not transferable.

11 Cessation or Resignation of Membership

11.1 Cessation of Membership of a natural person

(a) A person ceases to be a Member:

(i) if the person resigns as a Member in accordance with this Constitution;

(ii) if the person ceases to satisfy the eligibility requirements for Membership under this Constitution;

(iii) if the person is expelled as a Member in accordance with this Constitution;

(iv) if the person fails to pay any amount payable to the Company when required to do so by the Company;

(v) if the person dies;

(vi) if the person becomes a temporary patient, a continued treatment patient, a protected person or an incapable person within the meaning of the *Mental Health Act 2013* (TAS) or a person under detention under Part 3 or 4 of that Act (or any equivalent act in force in the state where the person is a resident) and the Board resolves that the person should cease to be a Member or Director;

(vii) if the person's whereabouts are unknown for more than 12 months and the Board resolves that the person should cease to be a Member;

(viii) if the person becomes a bankrupt; or

(ix) if the person is a Member only because they are a Director in accordance with clause 19.1(a), when the person ceases to be a Director in accordance with clause 19.7(f).

11.2 Resignation of Member

(a) A Member may resign from the Company by giving notice in writing to the Company.

(b) A resigning Member ceases to be a Member when the Company receives the notice of retirement.

12 Expulsion of Member

12.1 How expelled

The Company may expel any Member from Membership by special resolution of the Members.

12.2 Proposal for expulsion

A Member who wishes to propose a resolution to expel a Member must lodge with the Company written notice of the intention to do so identifying the Member and the grounds for the proposed expulsion at least six (6) weeks before the meeting at which the special resolution is to be considered.

12.3 Notice of proposal

The Company must promptly send a copy of any such notice it receives to the Member concerned.

12.4 Right to make representations

The Member concerned may make representations to the Company in respect of the proposed expulsion.

12.5 Publishing representations

If the Company receives representations from the Member concerned the Company must:

(a) state in the notice of meeting that the representations have been received; and

(b) send a copy of the representations to each Member to whom notice of the meeting is given,

unless the Company receives the representations too late to do so.

12.6 Right to be heard

The Member concerned is entitled to be heard on the resolution at the meeting.

12.7 Validity of resolution to expel

If Clauses 12.1 to 12.6 are not complied with in connection with the expulsion of a Member, the resolution to expel the Member is invalid.

12.8 Effect of expulsion

An expelled Member ceases to be a Member when the resolution expelling the Member is passed.

13 Maintenance of Register of Members

13.1 Register of Members

The Secretary must maintain a Register of Members setting out:

(a) the name and address of each Member;

(b) the date on which each person became a Member;

(c) that members eligibility status and any conditions imposed on a Member's Membership; and

(d) in respect of each person who has ceased to be a Member, the date on which that person ceased to be a Member.

13.2 Inspection of Register of Members

(a) The Register of Members must be kept at the Company's registered office or the principal place of business. A Member may inspect the Register of Members between the hours of 9.00 am and 5.00 pm on any Business Day. No amount may be charged for inspection.

(b) Information that is accessed from the Register of Members must only be used in a manner relevant to the interests or rights of Members.

14 General meetings

14.1 Annual general meetings

The Board:

(a) may convene a general meeting whenever they think fit;

(b) must convene an annual general meeting within five (5) months after the end of each financial year of the Company; and

(c) must convene a general meeting if requisitioned under the Corporations Act and if they do not do so the requisitioner may convene a general meeting as provided by the Corporations Act.

14.2 Business at annual general meeting

All business transacted at a general meeting is special except for the following business at an annual general meeting:

(a) the consideration of the annual financial report, directors' report and auditor's report;

(b) the election of Directors;

(c) the appointment of the auditor; and

(d) authorise the Board to determine the auditor's remuneration.

14.3 Director convening a general meeting

Any Director may convene a general meeting.

14.4 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:

(a) state the date, time and place (or places) of the meeting;

(b) state the general nature of any special business to be conducted at the meeting; and

(c) state any proposed resolutions.

(d) state the names of proxies that have been appointed (if any); and

(e) contain a statement informing the Members of the right to appoint a proxy.

14.5 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:

(a) in the case of an annual general meeting, by all Members entitled to attend and vote at the meeting; and

(b) in the case of any other general meeting, by 95% of the Members entitled to attend and vote at the general meeting agree before the meeting,

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

14.6 Notice of resumption of an adjourned meeting

The Company need not give any notice in respect of the adjourned meeting unless it is adjourned for ten days or more at one time; but the Company must give notice of the adjourned meeting as if it were an original meeting if it is adjourned for ten days or more at one time.

14.7 General meetings at two or more places

A general meeting may be held in 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.

14.8 Postponement or cancellation of general meeting

(a) Subject to this Constitution and the Corporations Act, the Board 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 Board may not postpone or cancel the general meeting without the consent of the requesting Members.

14.9 Notice of change, postponement or cancellation of meeting

(a) If the Board 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 Board 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 Board cancels a general meeting, notice must be given to each Member and each other person entitled to receive notice of general meetings.

14.10 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.

15 Proceedings at general meetings

15.1 Quorum

(a) A quorum at a general meeting is constituted by 50% of Voting Members eligible to vote at the general meeting.

(b) The quorum must be present at all times during the general meeting.

(c) If a Member has appointed more than one proxy and two or more proxies

attend a general meeting, only one proxy will be counted for the purposes of determining whether there is a quorum.

15.2 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:

(i) if convened on the request of Members, is dissolved; or

(ii) in any other case:

(A) 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 at the meeting may determine; or

(B) if the Directors do not so determine, no Director is present or no Director present determines:

(1) the date for the resumption of the adjourned general meeting will be on the same day in the next week;

(2) the time for the resumption of the adjourned general meeting will be at the same time as the adjourned meeting; and

(3) the place (or places) for the resumption of the adjourned general meeting, will be at the same place (or places) as the adjourned meeting.

(b) If a quorum is not present within 30 minutes after the time appointed for the resumption of the adjourned general meeting or ceases to be present during the meeting, the general meeting is dissolved.

15.3 Chairing general meetings

(a) The chair of the general meeting will be the Director elected for the time being as chair of the Board meetings, or in their absence the Deputy Chairperson.

(b) If the Chairperson and Deputy Chairperson are not present within 15 minutes after the time appointed for any general meeting or if the Chairperson and Deputy Chairperson are unwilling or unable to act as chair for the whole or any part of that general meeting, the Directors present may elect a Director present to chair that general meeting.

(c) If no Director is elected or if all the Directors present decline to take the chair for the whole or any part of that general meeting, the Members present (whether in person or by proxy) may elect a Member present (in person) to chair for the whole or any part of that general meeting. If the Members do not so elect a chair, the meeting will be adjourned to be resumed on the same day, at the same time and at the same place (or places) in the following week.

15.4 Conduct of general meetings

The chair of each general meeting has charge of conduct of that meeting, including the procedures to be adopted and the application of those procedures at that meeting.

15.5 Adjournment

(a) The chair of a general meeting at which a quorum is present may adjourn the general meeting.

(b) No business may be transacted on the resumption of the adjourned general

meeting other than the business left unfinished at the adjourned general meeting.

(c) The Company:

(i) need not give any notice in respect of the adjourned meeting unless it is adjourned for ten days or more at one time; but

(ii) must give notice of the adjourned meeting as if it were an original meeting if it is adjourned for ten days or more at one time.

16 Proxy

16.1 Appointment of proxy

(a) A Member who is entitled to attend and to vote at a general meeting of the Company may appoint a person as proxy to attend, speak and vote for that Member. The instrument appointing a proxy may specify the exercise of any power.

(b) A proxy must be a Voting Member.

16.2 Proxy instruments

(a) An appointment of a proxy must be in writing and be signed by the Member appointing the proxy or by the duly authorised attorney of the Member and state:

(i) the Member's name and address;

(ii) the Company's name;

(iii) the proxy's name or the name of the office held by the proxy; and

(iv) the general meeting at which the proxy may be used, or if the appointment is a standing one, a clear statement to that effect.

(b) Where a proxy is signed pursuant to a power of attorney, a copy of the power of attorney (certified as a true copy of the original) must be attached to the proxy instrument sent to the Company.

(c) An instrument appointing a proxy may direct the way in which a proxy is to vote on a particular resolution. If an instrument contains a direction, the proxy is not entitled to vote on the proposed resolution except as directed in the instrument.

16.3 Proxy to be received by Company

(a) An instrument purporting to appoint a proxy is not effective unless it is received, together with any additional documentation, including a copy of the power of attorney (certified as a true copy of the original), by the Company at least 48 hours before the general meeting or, as the case may be, the resumption of an adjourned general meeting, at any of the following:

(i) the registered office;

(ii) an electronic address; or

(iii) a place or electronic address specified for that purpose in the notice of the general meeting.

16.4 Power to demand poll

A proxy may demand, or join in demanding, a poll in accordance with this Constitution.

16.5 Revocation of proxy

The appointment of a proxy may be revoked by the Member who appointed the proxy by notice to the Company from the Member or, as the case may be, the duly authorised attorney of the Member, stating that the appointment of a proxy is revoked or by appointing a new proxy.

16.6 Validity of votes of proxy

A vote cast by a proxy will be valid unless before the start of a general meeting (or, in the case of an adjourned general meeting, before the resumption of the adjourned general meeting) at which a proxy votes:

(a) the Member who appointed the proxy ceases to be a Member;

(b) the Company receives notice of:

(i) the revocation of the instrument appointing the proxy;

(ii) the appointment of a new proxy; or

(iii) the revocation of any power of attorney under which the proxy was appointed;

(iv) the member appointing the proxy dies or lacks capacity to make certain significant decisions, and the Company does not receive notice in writing of such death or incapacity.

16.7 No liability

The Company is not responsible for ensuring that any directions provided in the instrument appointing the proxy or the way in which a proxy is to vote on a particular resolution are complied with and accordingly is not liable if those directions are not complied with.

17 Voting

17.1 Entitlement to vote

(a) Only Voting members are entitled to vote at general meetings

(b) Each Voting Member entitled to vote at a general meeting may vote in person or by proxy. Each Voting Member has one vote, whether on a show of hands, or on a poll.

17.2 Casting vote

If on any ordinary resolution an equal number of votes is cast for and against a resolution, the chair has no casting vote.

17.3 Voting on resolution

At any general meeting, a resolution put to a vote must be decided by a show of hands unless a poll is demanded in accordance with this Constitution.

17.4 Objection to right to vote

(a) A challenge to a right to vote at a general meeting:

(i) may only be made at that general meeting; and

(ii) must be determined by the chair.

(b) A decision made by the chair in relation to a challenge to a right to vote is final.

17.5 Written resolutions

Members may pass a resolution without a general meeting being held if all the Members 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. For this purpose, signatures of the Members may be contained in more than one document.

17.6 Minutes

(a) Unless a poll is demanded in accordance with this Constitution, a declaration by the chair that a resolution has, on a show of hands, been:

(i) carried;

(ii) carried unanimously;

(iii) carried by a particular majority; or

(iv) lost or not carried by a particular majority,

is conclusive evidence of the fact declared. An entry to that effect made in the minutes book of the Company signed by the chair is evidence of that fact unless the contrary is proved.

(b) Within one month after each general meeting, the Directors must record or cause to be recorded in the minutes book:

(i) the proceedings and resolutions of each general meeting;

(ii) any declarations at each general meeting ; and

(iii) all resolutions passed by Members without a general meeting.

(c) The chair, or the chair of the next meeting, must sign the minutes within one month after the general meeting.

(d) The minute books must be kept at the registered office in either digital or hard copy format.

(e) Members may inspect the minute books between the hours of 9.00 am and 5.00 pm on any Business Day. No amount may be charged for inspection.

18 Poll

18.1 Chair may determine to take a poll

The chair of a general meeting may determine that a poll be taken on any resolution.

18.2 Right to demand poll

A poll may be demanded on any resolution at a general meeting by:

(a) at least three Members entitled to vote on the resolution; or

(b) Members with at least five (5) percent of the votes that may be cast on the resolution on a poll.

18.3 Procedure for demanding poll

(a) A poll may be demanded:

(i) before a vote on a show of hands is taken;

(ii) before the result of a vote on a show of hands is declared; or

(iii) immediately after the result of a vote on a show of hands is declared.

(b) If a poll is demanded, it may be taken in the manner and at the time and place (or places) as the chair directs.

(c) A demand for a poll may be withdrawn at any time by the person or persons who demanded it. A demand for a poll which is withdrawn does not invalidate the result of a show of hands declared before the demand for the poll was made.

(d) A demand for a poll does not prevent the general meeting continuing for the transaction of any business other than the question on which a poll has been duly demanded.

19 Appointment and removal of Directors

19.1 Transitional Rules

Clause 19 is, where applicable, subject to the transitional rules set out in Schedule 1 of the Constitution (transitional rules). The transitional rules prevail to the extent of any inconsistency.

19.2 Number of Directors

The number of Directors must be at least six (6) and no more than nine (9). The Directors must all reside in Australia.

19.3 Tenure of Directors

(a) A Director appointed at an annual general meeting pursuant to clause 19.4(b)(i) is appointed for a term not exceeding four years.

(b) A Director appointed at a general meeting, other than an annual general meeting, pursuant to clause 19.4(b)(ii) is appointed for a term not exceeding four years.

(c) For the purpose of clauses 19.3(a) and 19.3(b), a Director's term of office starts at the end of the annual general meeting or general meeting (as the case may be) at which they are elected and ends at the end of the annual general meeting or general meeting (as the case may be) at which they must retire unless re-appointed for a further term. The year in which a Director must retire is set out in Schedule 2 and this clause 19.3.

(d) A Director appointed to fill a casual vacancy pursuant to clause 19.4(e) will hold office for the remainder of the term of the Director which they are replacing.

(e) Subject to clause 19.3(i), a Director who has held office for Two Full Terms is not eligible to be re-appointed or re-elected as a Director of the Company.

(f) For the purposes of clause 19.3(e), **Two Full Terms** means two consecutive four year terms, and for the avoidance of doubt a Director appointed in accordance with clauses 19.4(b)(ii) or 19.4(e) is not considered to have held office for a four year term.

(g) For the purpose of ascertaining when each Director must retire in accordance with clause 19.3(c) and Schedule 2, each Director will be allocated one of the following letters upon their election as a Director depending on the number of Directors at any one time, and under no circumstances will any two Directors be allocated the same letter at any one time:

(i) A, B, C, D, E and F – if there are six directors;

(ii) A, B, C, D, E, F and G – if there are seven directors;

(iii) A, B, C, D, E, F, G and H – if there are eight directors; or

(iv) A, B, C, D, E, F, G, H and I – if there are nine directors

(h) A Director appointed to fill a casual vacancy will be allocated the same letter under clause 19.3(g) which the Director they are replacing was allocated.

(i) Where the Board considers it is not reasonably able to find a suitable replacement for the skills, experience and/or expertise of a Board member who would otherwise be ineligible for re-election or re- appointment by virtue of clause 19.3(e) the Board may extend the maximum period of service by one full term of four years by passing a resolution with no less than two thirds (2/3) of the Directors voting in favour of the resolution.

19.4 Appointment of Directors

(a) The initial Directors are the people listed in Schedule 1 who have agreed to act as Directors on adoption of this Constitution.

(b) The Members may elect a Director by a resolution passed in either:

(i) an annual general meeting of the Company; or

(ii) a general meeting of the Company other than an annual general meeting.

(c) Each of the Directors must be appointed by a separate resolution, unless:

(i) the Members present have first passed a resolution that the appointments may be voted on together; and

(ii) no votes were cast against that resolution.

(d) A person is eligible for election as a Director of the Company if they:

(i) give the Company their signed consent to act as a Director of the Company;

(ii) are not ineligible to be a Director under the Corporations Act or the ACNC Act; and

(iii) are not ineligible to be a Director because they have held office for Two Full Terms in accordance with clause 19.3(e).

(e) The Directors may appoint a person as a Director to fill a casual vacancy if that person:

(i) gives the Company their signed consent to act as a Director of the Company; and

(ii) is not ineligible to be a director under the Corporations Act or the ACNC Act.

(f) If the number of Directors is reduced to fewer than six or is less than the number required for a quorum, the continuing Directors may act for the purpose of increasing the number of Directors to six (or higher if required for a quorum) or calling a general meeting, but for no other purpose.

19.5 Selection criteria

(a) The Company must have a skills matrix setting out the appropriate qualities, skills, experience and knowledge for Directors.

(b) To assist the Company in ensuring it has a dynamic, diverse, skills based board with the necessary experience, qualities and knowledge to govern the Company, the Company must have regard to the skills matrix described in clause 19.5(a) when appointing a Director under clause 19.4.

19.6 Removal of Director

(a) The Company may remove a Director by special 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:

(i) may 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) may speak to the motion to remove the Director at the general meeting at which the resolution is to be put to 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.

19.7 Cessation of Directorship

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

(a) is removed from office as a Director by a special resolution of the Company at a general meeting;

(b) resigns as a Director in accordance with this Constitution;

(c) if the person becomes a temporary patient, a continued treatment patient, a protected person or an incapable person within the meaning of the *Mental Health Act 2013* (TAS) or a person under detention under Part 3 or 4 of that Act and the Board resolves that the person should cease to be a Director;

(d) dies;

(e) is disqualified from acting as a Director under the Corporations Act or the ACNC Act;

(f) stop being a member of the Company;

(g) ceases to be a person who satisfies the requirements of the Aged Care Act 1997 in respect of key personnel; or

(h) fails to attend two consecutive meetings of Directors without:

(i) leave from the Directors given before or after the failure to attend; or

(j) having a good reason to be absent and, if reasonably possible in the judgment of the other Directors, notifying the Secretary of the Director's inability to attend before the meeting.

19.8 Resignation of Directors

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

20 Powers and duties of Board

20.1 General

(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 Board.

(b) Subject to this Constitution and the Corporations Act, the Board 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 Board 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 Board 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.

20.2 Duties of Directors

The Directors must comply with their duties as Directors under legislation and common law (judge-made law), and with the duties described in governance standard 5 of the regulations made under the ACNC Act which are:

(a) to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a Director of the Company;

(b) to act in good faith in the best interests of the Company and to further the charitable purpose(s) of the Company set out in clause 4;

(c) not to misuse their position as a Director;

(d) not to misuse information they gain in their role as a Director;

(e) to disclose any perceived or actual material conflicts of interest in the manner set out in clause 26.4;

(f) to ensure that the financial affairs of the Company are managed responsibly; and

(g) not to allow the Company to operate while it is insolvent.

21 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 Board may determine.

22 Chairperson

(a) Immediately following the conclusion of each annual general meeting of the Company, the Board shall convene a special Board meeting for the sole purpose to appoint one of the Directors to the office of Chairperson, and one of the Directors to the office of Deputy Chairperson, to hold that office until the end of the next annual general meeting of the Company, and on such terms (including as to remuneration), as the Board determines.

(b) The Board may confer on a Chairperson and/or Deputy Chairperson any of the powers that the Board may exercise.

(c) The Chairperson and Deputy Chairperson shall hold that position for no longer than six (6) consecutive years.

23 Remuneration and reimbursement for expenses

23.1 Remuneration of Director

The Company may pay a Director or Independent Committee Member any fee (or other remuneration) it determines by resolution for services performed as a Director or Independent Committee Member.

23.2 Reimbursement of expenses

(a) Directors and Independent Committee Members are entitled to be reimbursed by the Company for reasonable costs and expenses incurred or to be incurred in connection with attendance at meetings of the Board and committees of the Board, and in connection with the business of the Company.

(b) In addition to the above, the Company may remunerate any Director who with the agreement of the other Directors performs services which the Directors consider are outside the scope of the ordinary duties of a Director.

24 Board and committee meetings

24.1 Convening meetings

(a) The Directors:

(i) must meet at least once each two (2) months; and

(ii) may meet, adjourn and regulate their meetings as they think fit.

(b) The Chairperson may, and the Secretary must on the requisition of two (2) Directors, convene a Directors' meeting.

24.2 Notice of meetings

(a) Reasonable notice of each meeting must be given to the Directors.

(b) Each notice must state:

(i) the date, time and place (or places) of the Board meeting;

(ii) the general nature of the business to be conducted at the Board meeting; and

(iii) any proposed resolutions.

24.3 Omission to give notice

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

(a) that Board meeting;

(b) any change of place (or places) of that Board meeting;

(c) postponement of that Board meeting; or

(d) resumption of that adjourned meeting.

24.4 Use of technology

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

24.5 Quorum at meetings

(a) A quorum at a Board meeting is at least one half of the Directors present in person including those using technology.

(b) A Director who is present at the start of the meeting is conclusively presumed to remain present and form part of the quorum during the rest of the meeting unless the Chairperson consents to them leaving.

(c) As long as there is a quorum of Directors, the Directors may act even though some Directors' positions are vacant.

(d) If the number of Directors is less than a quorum, the Directors can act only to:

(i) appoint a Director; or

(ii) convene a general meeting.

24.6 Chair of meetings

(a) The Chairperson, or in their absence, the Deputy Chairperson shall chair meetings.

(b) If the Chairperson and Deputy Chairperson are not present within 30 minutes after the time appointed for a Board meeting or if the Chairperson and Deputy Chairperson are unwilling or unable to act as chair for the whole or any part of that Board meeting, the Directors present may elect a Director present to chair that Board meeting.

24.7 Passing resolutions at meetings

(a) A resolution must be passed by a majority of the votes cast by the Directors entitled to vote on the resolution.

(b) Each Director present in person is entitled to vote and has one vote.

24.8 Casting vote

If on any resolution an equal number of votes is cast for and against a resolution, the chair has no casting vote in addition to any vote cast by the chair as a Director. In the event of an equal number of votes the resolution is lost.

24.9 Conduct of meetings

The chair of each Board meeting has charge of conduct of that meeting, of the procedures to be adopted and the application of those procedures at that meeting.

24.10 Written resolutions

The Board may pass a resolution without a Board 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. For this purpose, signatures can be contained in more than one document.

24.11 Minutes of meetings

(a) Within one month after each Board meeting, the Directors must record or cause to be recorded in the minute books:

(i) the proceedings and resolutions of each Board meeting; and

(ii) all resolutions passed without a meeting.

(b) The chair, or the chair of the next Board meeting, must sign the minutes of the previous meeting. If the Chairperson certifies a minute of such a meeting as correct, that minute is sufficient evidence that all necessary formalities were observed.

(c) The minute books must be kept at the registered office in either digital or hard copy format.

(d) The Directors may inspect the minute books between the hours of 9.00 am and 5.00 pm on any Business Day. No amount may be charged for inspection.

25 Committees and Task Forces

25.1 Committees Generally

(a) The Directors may delegate to a committee any of their powers other than those which by law they cannot delegate.

(b) The Directors may revoke a delegation at any time.

(c) A committee must conform with the directions of the Directors in exercising its powers.

(d) The Directors are taken to have exercised any power exercised by a committee in compliance with the delegation.

(e) The composition, terms of reference and conduct of the Committees will be as determined by the Policies and Procedures.

25.2 Committee Meetings

The Board will determine how meetings of any committee of the Board are to be conducted, including the procedures to be adopted and the application of those procedures.

25.3 Certain committees to exist

(a) The following committees are to be standing committees:

(i) A Governance, Remuneration and Nominations Committee;

(ii) An Audit and Finance Committee; and

(iii) A Clinical Governance Committee.

(b) Other Committees may be appointed from time to time as determined by the Board.

(c) Committees will be reviewed from time to time as determined by the Board and may be dissolved or membership reviewed to ensure currency with governance and industry requirements.

25.4 Task Forces Generally

(a) The Board may from time to time establish task forces to undertake specific tasks to assist the Board in any of its roles.

(b) The composition, terms of reference and conduct of the Task Force will be as determined by the Policies and Procedures

26 Directors' interests

26.1 Director not disqualified

A Director is not disqualified by the Director's office and the fiduciary relationship established by it from holding any office or place of profit, other than that of Auditor, under the Company or from entering any contract or arrangement with the Company.

26.2 Directors not liable to account

A Director is not liable to account to the Company for any remuneration or other benefits accruing from:

(a) holding any office or place of profit under the Company; or

(b) being involved in a contract or arrangement with the Company,

just because of the fiduciary relationship resulting from acting as a Director.

26.3 Directors acting in professional capacity

A Director or a firm of which the Director is a partner or employee may act in a professional capacity, other than as Auditor, for the Company or any related body corporate and a Director or a Director's firm is entitled to remuneration for professional services as if the relevant Director were not a Director.

26.4 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 Board notice of the interest at a Board 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 Board at a Board meeting as soon as practicable.

26.5 Voting by interested Directors

(a) A Director who has a material personal interest in a matter that is being considered at a Board 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.

(b) The restrictions contained in this clause may at any time or times be suspended or relaxed to any extent and either prospectively or retrospectively by motion of the Board, if that is permitted by the Corporations Act.

(c) The Director may be counted in the quorum present at any Directors' meeting at which the contract, proposed contract or arrangement or other matter is considered if the Director is permitted by the Corporations Act to be present during the consideration.

26.6 Directors' and Officers' insurance

A Director does not have an interest in a matter relating to an existing or proposed contract of insurance merely because the contract insures, or would insure, the Director against a liability incurred by the Director as an officer of the Company or of a related body corporate. This clause does not apply if the Company is the insurer.

26.7 Director may execute documents despite interest

A Director may, notwithstanding the Director's interest, and whether or not the Director is entitled to vote, or does vote, participate in the execution of any instrument by or on behalf of the Company and whether through signing or sealing the same or otherwise.

27 Appointment of Secretary

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

(b) Any Secretary appointed may be removed at any time by the Board.

28 Accounts & Financial records

28.1 Keeping accounts

The Directors must:

(a) keep proper books of account;

(b) distribute copies of financial statements and reports as required by the Corporations Act.

28.2 Member's access to financial records

No Member (not being a Director) has any right to inspect any account, book or paper of the Company except:

(a) as conferred by the Corporations Act;

(b) as authorised by the Directors; or

(c) otherwise as authorised by the Company in general meeting.

28.3 Directors' access to financial records

Any Director may at any time access and inspect any financial record of the Company.

28.4 Access to financial records after ceasing to be a Director

The Board 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.

29 By-laws

(a) The Directors may pass a resolution to make by-laws to give effect to this Constitution.

(b) Members and Directors must comply with by-laws as if they were part of this Constitution.

(c) The Directors may make by-laws on the method to be used by the Board to appoint Directors to fill casual vacancies on a skills basis.

(d) Any by-laws made in accordance with this clause are to continue in operation until amended or revoked by the Directors.

30 Notices

30.1 General

Any notice, statement or other communication under this Constitution must be in writing.

30.2 How to give a communication

In addition to any other way allowed by the Corporations Act, a notice or other communication may be given by being:

(a) personally delivered;

(b) left at the person's current address as recorded in the Register of Members;

(c) sent to the person's address as recorded in the Register of Members by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail; or

(d) sent by email to the person's current email address for notices.

30.3 Communications by post

A communication is given if posted:

(a) within Australia to an Australian address, five Business Days after posting;

(b) outside Australia to an address outside Australia, ten Business Days after posting.

30.4 Communications by email

A communication is given if sent by email immediately unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the information system of the recipient.

30.5 After hours communications

If a communication is given:

(a) after 5:00 pm in the place of receipt; or

(b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken as having been given at 9:00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

31 Indemnity and Insurance

31.1 General Indemnity

Each Officer is, to the maximum extent permitted by law, indemnified out of the property of the Company against any liability (other than a liability for costs and expenses) the Officer may incur to another person (other than the Company or a related body corporate of the Company) as such an Officer unless:

(a) the liability arises out of conduct involving a lack of good faith; or

(b) the liability is for a pecuniary penalty order under section 1317G or a compensation order under section 1317H of the Corporations Act.

31.2 Indemnity for cost incurred in defending proceedings

Each Officer is, to the maximum extent permitted by law, indemnified out of the property of the Company against any liability for costs and expenses incurred by the Officer as such an Officer:

(a) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the Officer or in which the Officer is acquitted; or

(b) in connection with an application, in relation to such proceedings, in which the Court grants relief to the Officer under the Corporations Act.

31.3 Documenting indemnity

(a) Where an Officer becomes liable to pay any amount in respect of which the Officer is indemnified under this clause 31, the Company must indemnify the Officer by paying that amount to the person to whom that amount is due within 30 days from the date that the Officer provides satisfactory evidence to the Company that the Officer is liable to pay that amount.

(b) Nothing in this clause 31 requires the Company to pay an amount, whether by way of indemnity or as an advance greater than the amount for which the Officer is liable.

31.4 Notice to the Company

An Officer must:

(a) give notice to the Company promptly upon becoming aware of any Claim against the Officer that may give rise to a right to be indemnified or a right to be advanced an amount by the Company; and

(b) take such action as the Company reasonably requests to avoid, dispute, resist, appeal against, compromise or defend any Claim or any adjudication of a Claim; and

(c) not make any admission of liability in respect of or settle any Claim without the prior written consent of the Company; and

(d) allow the Company or its insurers to assume the conduct, negotiation or defence of any Claim and, upon request by the Company, render all reasonable assistance and cooperation to the Company or its insurers in the conduct of any Claim, including, without limitation, providing the Company or its insurers with any documents, authorities and directions that the Company or its insurers may reasonably require for the prosecution or advancement of any counterclaim or cross-claim; and

(e) upon request by the Company or its insurers, do everything necessary or desirable which the Company reasonably requests to enable the Company or its insurers (so far as it is possible) to be subrogated to and enjoy the benefits of the Officer's rights in relation to any counterclaims or cross-claims or any claims against any third party and render such assistance as may be reasonably requested by the Company or its insurers for that purpose; and

(f) notify any Claim to an insurer or any other person who may be liable to indemnify the Officer in respect of that Claim and promptly take all reasonable steps to enforce all the Officer's rights against the insurer or other person.

31.5 Where indemnity not available

(a) If, in relation to a Claim, it is established to the satisfaction of the Company that:

(i) an Officer is not entitled to be indemnified under this clause 31;

(ii) an Officer has failed to perform an obligation referred to in clause 31.4 and that failure has materially prejudiced the Company in relation to that Claim then the Company is relieved from each and every obligation to indemnify the Officer and the Officer must refund to the Company all amounts paid by the Company within 30 days of the Company providing to the Officer details of such amounts.

(b) If the Company has pursuant to this clause 31 paid an amount for costs and expenses incurred by an Officer and judgment is not subsequently given in favour of the Officer, the Officer is not subsequently acquitted or the Court does not grant relief to the Officer under the Corporations Act, the Officer must pay the Company an amount equal to the amount so paid by the Company, the payment by the Officer to be made within 30 days of the Company providing to the Officer details of the amount and its payment by the Company.

(c) If an Officer becomes liable to pay any amount in respect of any liability, cost or expense for which:

(i) the Officer would, but for clause 31.5(d) , be indemnified under this clause 31; and

(ii) the Officer is insured or has rights against another person (not being the Company or a person indemnified by the Company) in respect of that liability, cost or expense,

then the Company must advance to the Officer that amount within 30 days from the date that the Officer provides satisfactory evidence to the Company that the Officer is liable to pay that amount. The advance is repayable in full if and when and to the extent that payment in respect of that liability, cost or expense is received by the Officer from that insurer or other person.

(d) If an Officer receives payment in respect of any liability, cost or expense from any insurer of the Officer or from a person (other than the Company) legally obliged to make that payment, the Company is not required to indemnify the Officer in respect of that liability, cost or expense to the extent of that payment.

31.6 Insurance

(a) To the extent permitted by the Corporations Act and subject to the Corporations Act, the Company may pay any premium in respect of a contract of insurance between an insurer an Officer or any person who has been an Officer of the Company in respect of the liability suffered or incurred in or arising out of the conduct of any activity of the Company and the proper performance by the Officer of any duty.

(b) If the Board determines, the Company may execute a document containing rules under which the Company agrees to pay any premium in relation to such a contract of insurance.

31.7 Severing unlawful provisions

If any provision of this clause 31 is unlawful or unenforceable, the unlawfulness or unenforceability of that provision does not affect the lawfulness, enforceability, operation, construction or interpretation of any other provision of this clause 31, with the intent that the unlawful or unenforceable provision shall be treated for all purposes as severable from this clause 31.

Schedule 1

Officers on Adoption of this Constitution

Operation of Clause 19
Clause 19, is where applicable, subject to the transitional rules set out in Schedule 1 of this Constitution (transitional rules). The transitional rules prevail to the extent of any inconsistency.

Tenure of Initial Directors
Each Director listed in column A has consented to be a Director of the Company on the adoption of this Constitution.

Each Director's initial term, commencing on the adoption of this Constitution, is listed in column B.

The subsequent term(s) for each Director is listed in Column C. Once a Director (if re- appointed) has served the subsequent term(s) listed in Column C, they are not eligible for re-appointment as a Director at the end of the subsequent term(s).

Each Director's tenure cycle letter, in accordance with Schedule 2, is listed in column D.

Column A: Directors	**Column B: Initial Term for Directors**	**Column C: Subsequent Term(s) for Directors**	**Column D: Tenure Cycle Letter**
Director 3 Geoffrey Squibb	To retire at the November 2028 annual general meeting following adoption of this Constitution	Not Eligible	D
Director 5 Susanne Hickey	To retire at the November 2026 annual general meeting following adoption of this Constitution	Eligible for one further four-year term	A
Director 6 Karen Linegar	To retire at the November 2026 annual general meeting following adoption of this Constitution	Eligible for one further four-year term	G
Director 2 Daniel Richards	To retire at the November 2027 annual general meeting following adoption of this Constitution	Eligible for one further four-year terms	B
Director 4 Jenny Richardson	To retire at the November 2028 annual general meeting following adoption of this Constitution	Eligible for one further four-year term	H
Director 1	To retire at the November 2029 annual general meeting following adoption of this Constitution	Eligible for one further four-year term	E

Schedule 2

Director Tenure

- The tenure of Directors listed below is subject to the transitional rules as provided for in Schedule 1. The transitional rules prevail to the extent of any inconsistency.

- It is intended that up to two Directors will retire in any given year other than such a situation where there are nine directors, in which case there will be one year where three Directors will be required to retire, being Year 1 of the four year cycle. A Director must be allocated a letter under clause 19.3 in such a manner to ensure the intention, of up to two Directors retire in any given year, is achieved.

- Column A represents a four year cycle. At the end of Year 4, the cycle will revert back to Year 1 and will continue so forth.

- A Director who is allocated the letters A or G in column B will retire in Year 1 of the four year cycle.

- A Director who is allocated the letters B, C or I in column C will retire in Year 2 of the four year cycle.

- A Director who is allocated the letters D or H in column D will retire in Year 3 of the four year cycle.

- A Director who is allocated the letters E or F in column E will retire in Year 4 of the four year cycle.

Column A: Year	**Column B: A and G**	**Column C: B, C and I**	**Column D: D and H**	**Column E: E and F**
Year 1	Retire			
Year 2		Retire		
Year 3			Retire	
Year 4				Retire