



**Sydney South West GP Link Limited**  
**ACN: 114 968 848**

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## ***CONSTITUTION***

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Effective as at 28 November 2012

Revised and adopted 6 February, 2020

## **CONSTITUTION OF SYDNEY SOUTH WEST GP LINK LIMITED (ACN 114 968 848)**

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1. The name of the Company is Sydney South West GP Link Limited.

## **INTRODUCTION**

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### **2. Definitions and Interpretation**

- a. In the Constitution unless the context otherwise requires:

“Appeals Tribunal”	means the tribunal provided for in the By Law enacted by the Board pursuant to clause 33b.
“ASIC”	means the Australian Securities and Investments Commission.
“Associate Member”	means a member of the Company who successfully applies for membership in accordance with clause 7c.
“Board”	means the Directors in meeting.
“Business Day”	means a day that is not a Saturday, Sunday or any other day which is a public holiday in the place where the Company has its registered office.
“Chairperson”	means the Chairperson of the Company elected by the Directors pursuant to clause 41a.
“Company”	means Sydney South West GP Link Ltd formerly known as Macarthur Division of General Practice. Name change effective 1 <sup>st</sup> July 2011.
“Constitution”	means the Constitution of the Company in force from time to time.
“Directors”	means the persons constituting the Board or any one of them as circumstances require.
“Divisions of General Practice”	means a properly constituted organisation operating in New South Wales controlled by General Practitioners who practice within geographical proximity of the organizations’ principal place of business and whose principal activities are the support of activities of General Practitioners;
“Financial Year”	means the period 1 July until 30 June in the ensuing year.
“Full Member”	means a member of the Company who successfully applies for membership in accordance with clause 7b and clause 7c.
“General Practitioner”	means a qualified medical practitioner as defined in section 3 of the Health Insurance Act 1973 (Cth) including any amendment or re-enactment of that act or any legislation passed in substitution and who spends the majority of his or her time in general practice and whose practice involves the provision of primary, continuing and comprehensive whole-patient care to individuals, families and the community.
“Gift Fund”	means a fund maintained for the principal purpose of the Company.
“Law”	means the Corporations Act 2001 or statutory modification or substitution thereof.

- “LGA Group” means a group of Full Members that fall within one of the following sub-membership categories by reference to the local government area in which they practice:
1. Campbelltown;
  2. Camden;
  3. Fairfield;
  4. Liverpool;
  5. Wollondilly; and
  6. Bankstown.
- “Member” means a Full Member or Associate Member of the Company.
- “Notice in Writing” means notice whether by electronic mail, facsimile, telex, telegram, cable or any other means of written communication.
- “Ordinary Resolution” means a resolution passed by more than 50% of the votes cast by members entitled to vote on the resolution.
- “Special Resolution” means a resolution of members at a general meeting of the Company:-
1. of which notice of at least twenty (21) days has been given of the intention to put the special resolution and the terms of the resolution; and
  2. that has been passed by at least 75% of the votes cast by member entitled to vote on the resolution.
- “Secretary” means the person appointed as such pursuant to clause 51 of the Constitution.
- “Telecommunications Meeting” means the contemporaneous linking together of persons in oral communication by telephone, audio-visual or other instantaneous means approved by the Board.
- “Year” means calendar year, unless otherwise stated.
- b. Except so far as the contrary intention appears in this Constitution:
    - (i) an expression has in this Constitution the same meaning as in the Law; and
    - (ii) if an expression is given different meanings for the purposes of different provisions of the Law, the expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Law, the same meaning as in that provision of the Law.
  - c. Headings are for convenience only and do not affect the interpretation of this Constitution.
  - d. Reference to one gender includes each other gender.
  - e. The singular includes the plural and the plural includes the singular.
  - f. The word "person" includes a body corporate.

## **OBJECTS AND NATURE OF COMPANY**

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### **3 Objects**

The principal objects for which the Company is formed is to promote the prevention and control of diseases in human beings by:

**a. Improving Patient Health Outcomes**

To identify the needs of the community, general practitioners and their patients, to improve health outcomes.

**b. Facilitating the enhancement of General Practice**

Assist GPs to enhance their capacity and skills in order to achieve maximum patient / community benefit. This will include the facilitation of continuing professional development for GPs.

**c. Establishing partnerships**

To promote and facilitate the development of 'real' working partnerships with other health care providers, in order to achieve agreed results, by all partners. This will include the facilitation of health promotion and preventative health activities. It will also include GP involvement in health service planning at a local level

**d. Improving health service delivery**

To develop programs oriented towards improved health outcomes for the community in general and for specified population groups. This includes collaboration with other health care providers.

**e. Increasing the community's capacity towards better health**

To support education and involvement of consumers in primary health care.

**f. Improving the Quality of Life of General Practitioners**

To support GP's through individualised practice support and workforce development.

**g. Facilitating business expansion**

To do all acts, matters and things necessary to establish, promote, develop and conduct any business that is consistent with the object of improving health outcomes for the community and for specified population groups.

and further to the above to do all acts and things necessary or appropriate for the management, control, regulation and promotion of the Company.

### **4 Income and Property of the Company**

The income and assets of the Company, wherever derived, must be solely applied towards the furtherance of the objects of the Company as set out in this Constitution, and no portion of it will be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise, to the Members of the Company, provided that nothing in this Constitution will prevent the payment, in good faith, of reasonable and proper remuneration or reimbursement of expenses incurred on behalf of the Company, to any officer or servant of the Company, or to any Member of the Company in return for any services actually rendered to the Company or reimbursement of expenses incurred on behalf of the Company or for goods supplied in the ordinary and usual way of business

### **5 Limitation of Liability and Members Contribution**

- a. The liability of the Members of the Company is limited.

- b. Every Member undertakes to contribute to the property of the Company, in the event of the Company being wound up while they are a Member, or within a year after they cease to be a Member, for payment of debts and liabilities of the Company contracted before they ceased to be a Member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one dollar (\$1.00).

## **6 Surplus on Dissolution**

- a. If, upon the winding up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatever, that property must not be paid to or distributed among the Members but will be given or transferred to some other institution or institutions having objects similar to the objects of the Company, to which income tax deductible gifts can be made and which prohibit the distribution of its or their income and property among its or their members, such institution or institutions to be determined by the Members at or before the time of dissolution and, if and so far as effect cannot be given to the above provision, then to some institution or institutions with charitable objects to which tax deductible gifts can be made as determined by a Judge of the Supreme Court of New South Wales as may have or acquire jurisdiction in the matter.

## **MEMBERSHIP**

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## **7 Membership**

- a. There are two categories of membership:
  - 1. Full Membership as determined by reference to clauses 7d and 7e; and
  - 2. Associate Membership as determined by reference to clause 7c and 7e.
- b. Within the Full Membership category, each Full Member will be also classified into the following sub-membership categories determined by reference to the local government area in which the Full Member practices being one of the following local government areas:
  - 1. Campbelltown;
  - 2. Camden;
  - 3. Fairfield;
  - 4. Liverpool;
  - 5. Wollondilly; and
  - 6. Bankstown.

*(Note: the sub-membership category is only relevant for the purpose of the appointment of Directors).*

- c. Associate Membership Status, pursuant to clause 7d is open to:
  - i. Under-graduate medical students;
  - ii. General Practice Registrars;
  - iii. Retired General Practitioners living in the Campbelltown, Camden, Fairfield, Liverpool, Wollondilly and Bankstown LGAs (ie doctors not currently registered with the medical board); and
  - iv. Any other General Practitioners who work principally in general practice outside the Campbelltown, Camden, Fairfield, Liverpool, Wollondilly and Bankstown LGAs.

The rights of the Associate Members include the right to attend meetings upon invitation of the Board, but do not include the right to vote.

- d. Applicants for Full Membership of the Company and persons who are deemed to be Full Members upon incorporation of the Company pursuant to section 70 of this Constitution must be natural persons who:
  - i. Are qualified medical practitioners as defined in section 3 of the Health Insurance Act 1973 (Cth) including any amendment or re-enactment of the same or any legislation passed in substitution and who spends the majority of their time in general practice and whose practice involves the provision of primary, continuing and comprehensive whole-patient care to individuals, families and the community; and
  - ii. Whose principal place of practice is in one of the following Local Government Areas: Campbelltown, Camden, , Fairfield, Liverpool, Wollondilly and Bankstown.
- e. Every applicant for Membership of the company shall be proposed by one and seconded by another Member to both of whom the applicant shall be personally known. The application for Membership shall be made in writing, signed by the applicant and his proposer and seconder and shall be in such form as the Board from time to time prescribes.
- f. At the next meeting of the Board after the receipt of any application for Membership, such application shall be considered by the Board who shall thereupon determine upon the admission or rejection of the applicant.
- g. Any applicant for Membership aggrieved of a decision by the Board under clause 7f may appeal that decision to the Members in general meeting. In respect of any such appeal:
  - i. No aggrieved applicant may commence any claim or proceeding in any court or other tribunal unless and until the applicant has exhausted its rights under this clause.
  - ii. The Full Members will reconsider the application at the next general meeting convened after the notice of appeal is lodged with the Board. Should the Full Members reject the application, their decision will be final and binding on the Company and the applicant and the applicant will be prohibited from making any further application for Full Membership of the Company for a period of three years from the date of rejection.
- h. A Full Member shall have all the rights conferred on a Full Member by this Constitution including where applicable the right to attend and to vote at Annual General Meetings and general meetings of the Company.
- i. The rights of Members are personal and are not transferable or transmissible.
- j. A Full Member ceases to be a Full Member if he or she:
  - i. ceases to satisfy the requirements described in clause 7d as determined by special resolution by the Members in general meeting on the recommendation of the Board;
  - ii. resigns by Notice in Writing delivered to the Secretary of the Company;
  - iii. is expelled from Membership pursuant to clause 34c; or
  - iv. becomes insolvent or enters into liquidation (other than a voluntary liquidation for the purposes of reconstruction, amalgamation or similar reorganisation) or enters into any arrangement or composition with its creditors or any of them, or has a receiver or receiver and manager or trustee or administrator or agent in possession appointed.
- k. An Associate Member ceases to be an Associate Member if he or she:
  - i. ceases to satisfy the requirements described in clause 7c as determined by special resolution by the Members in general meeting on the recommendation of the Board;
  - ii. resigns by Notice in Writing delivered to the Secretary of the Company;
  - iii. is expelled from membership pursuant to clause 34c; or

- iv. becomes insolvent or enters into liquidation (other than a voluntary liquidation for the purposes of reconstruction, amalgamation or similar reorganisation) or enters into any arrangement or composition with its creditors or any of them, or has a receiver or receiver and manager or trustee or administrator or agent in possession appointed.

## **FEES, DUES and LEVIES**

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### **8 Determination of Fees and Levies**

- a. The Board will determine the fees and levies for each Financial Year and payable from time to time by Full Members. Any increase in fees or levies will be notified to the Full Members by 30 April prior to the Financial Year in which the increase is to take place.
- b. Fees and levies will be due and payable at such time and in such manner as the Board determines.
- c. Failure to pay any fee or levy by a Full Member within sixty days of the same being due and payable will automatically suspend all rights in respect of the Company of the Full Member concerned. The rights of any such Full Member will be restored on payment of the amount due, together with such further amount determined by the Board by way of fines and interest on the outstanding amount, provided that if such payment of arrears, fines and interest is not made by the date determined by the Board, the Full Member concerned will cease to have any rights in respect of the Company.

## **GENERAL MEETINGS**

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### **9 Annual General Meeting**

- a. The Company must in each year hold its annual general meeting at such time and place as is determined by the Board provided that the date of such meeting is no more than five months after the close of the Financial Year.
- b. The business of each annual general meeting will be to:
  - i. receive and consider the audited accounts of the Company;
  - ii. receive and consider the report of the Chairperson on the affairs of the Company;
  - iii. receive and consider the recommendations of the Board;
  - iv. elect the Company's auditor (if applicable);
  - v. transact any other business of which due notice has been given or which, in the opinion of the chairperson of the meeting, may be expedient.
- c. Motions may be submitted to a general meeting of the Company only by a Director or by Full Member(s) who hold no less than 5% of the votes that may be cast on the resolution to be put to a general meeting must be received in writing by the Company Secretary not less than two months prior to the general meeting at which it is desired to consider and vote on the motion.

### **10 Extraordinary General Meetings**

- a. All general meetings other than annual general meetings will be called extraordinary general meetings.
- b. The Chairperson may, and the Secretary will, at the request by at least half the Board, convene an extraordinary general meeting.
- c. An extraordinary general meeting must be convened if requested in writing by a minimum of Full Member(s) who hold no less than 5% of the votes that may be cast on the resolution.

## **11 Notice of General Meetings**

- a. In the case of a meeting convened to pass a Special Resolution, 21 days notice and in other cases, except where the Law allows a shorter notice to be given by agreement, at least 21 days notice (exclusive of the day on which the notice is served or deemed served and of the day for which notice is given) of a general meeting must be given to the Directors and Members.
- b. Notice of all general meetings must be given to Directors and Members.
- c. A notice of a general meeting must specify:
  - i. the place, day, time and general nature of the business of the meeting;
  - ii. if a special resolution is to be proposed at the meeting, then a statement containing the intention to propose the special resolution and the terms of the proposed resolution; and
  - iii. the right of Members to appoint a Director or other Member as proxy according to clause 21.

## **12 Accidental Omission to Give Notice**

The accidental omission to give notice of any general meeting to or the non-receipt of the notice by any person entitled to receive notice of a general meeting under this Constitution (other than a Member) or the accidental omission to advertise (if necessary) the meeting does not invalidate the proceedings at or any resolution passed at the meeting.

## **13 Postponement of General Meetings**

- a. The Board may postpone the holding of any general meeting whenever they think fit (other than a meeting requisitioned by Members pursuant to the Law) for not more than 21 days after the date for which it was originally called.
- b. Whenever any meeting is postponed (as distinct from being adjourned under clause 17 or clause 19) the same period of notice of the meeting must be given to persons entitled to receive notice of a meeting as if a new meeting were being called for the date to which the original meeting is postponed.

## **PROCEEDINGS AT GENERAL MEETINGS**

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## **14 Quorum**

- a. No business may be transacted at any general meeting unless a quorum of Full Members is present in person or by proxy.
- b. A quorum consists of five percent (5%) of Full Members present in person or by proxy

## **15 Absence of Quorum**

If a quorum is not present within 30 minutes after the time appointed for the meeting:

- a. where the meeting was convened upon the requisition of Full Members the meeting is dissolved; or
- b. in any other case:
  - i. the meeting stands adjourned to the day, and at the time and place, which the Directors determine or, if no determination is made by the Directors, to the same day in the next week at the same time and place; and
  - ii. the quorum of the adjourned meeting shall consist of five percent (5%) of Full Members present in person or by proxy at the adjourned meeting; and



- iii. if at the adjourned meeting the quorum for the adjourned meeting is not present within 30 minutes after the time appointed for the meeting, the meeting will stand adjourned to the day, and at the time and place, which the Directors determine or, if no determination is made by the Directors, to the same day in the next week at the same time and place; and
- iv. the quorum of the further adjourned meeting shall consist of five percent (5%) of Full Members present in person or by proxy at the further adjourned meeting; and
- v. if at the further adjourned meeting the quorum for the further adjourned meeting is not present within 30 minutes after the time appointed for the meeting, the meeting is dissolved.

## **16 Chairperson at General Meetings**

- a. Subject to clause 16b, the Chairperson will preside at every general meeting.
- b. Where a general meeting is held and the Chairperson is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-Chairperson will preside, provided that if the Vice-Chairperson is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Full Members present must appoint another Director or if no Director is present or willing to act then the Full Members present may appoint any one of their number to be chairperson of the meeting.

## **17 Adjournment of Meetings**

- a. The chairperson of the meeting may with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- b. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting.
- c. Except as provided by clause 17b, it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

## **VOTING AT GENERAL MEETINGS**

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## **18 Voting Rights**

- a. Each Full Member is entitled to one vote on every resolution at a general meeting and whether on a show of hands or a poll.
- b. At any general meeting a resolution put to the vote of the meeting is decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
  - i. by the chairperson of the meeting; or
  - ii. by Members with at least 5% of the vote that may be cast at the meeting.
- c. Voting on a motion is by simple majority, unless the motion is to vary this Constitution or is otherwise required by law. Any amendment to this Constitution must be passed by a special resolution of the Company in general meeting.
- d. Unless a poll is demanded, a declaration by the chairperson of the meeting that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, signed by the chairperson of that or the next succeeding meeting, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

## 19 Conduct of Poll

- a. If a poll is duly demanded, it must be taken in such manner and, subject to clause 19b, either at once or after an interval or adjournment or otherwise as the chairperson of the meeting directs, and the result of the poll is the resolution of the meeting at which the poll was demanded.
- b. A poll demanded on the appointment of a chairperson of a meeting or on a question of adjournment must be taken forthwith without adjournment.
- c. The demand for a poll does not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
- d. The demand for a poll may be withdrawn.

## 20 Casting Vote

In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, in addition to his or her deliberative vote (if any), has a casting vote. The chairperson of the meeting has a discretion both as to use of the casting vote and as to the way in which it is used.

## 21 Proxies

- a. A Full Member may appoint another Member as that Full Member sees fit as its proxy.
- b. An instrument appointing a proxy must be in writing under the hand of the appointor or of the appointor's attorney duly authorised in writing. The instrument of proxy must be in the form determined by the Directors, but the form must:
  - i. enable the Full Member to specify the manner in which the proxy must vote in respect of a particular transaction; and
  - ii. leave a blank for the Full Member to fill in the name of the person appointed as proxy; and
  - iii. be signed by the Member authorised by a Full Member to sign on his behalf.

The form may provide that if the Full Member leaves it blank as to the person appointed as proxy or if the person appointed as proxy fails to attend, the chairperson of the meeting is appointed proxy.

- c. Despite clause 21b. an instrument appointing a proxy may be in the following form or in a form that is as similar to the following form as the circumstances allow:

**Sydney South West GP Link Limited**  
(ACN 114 968 848)

[INSERT NAME OF MEMBER]

a member of the above named company,

appoints \_\_\_\_\_ of

or, in his or her absence, the Chairperson

as its proxy to vote for it on its behalf at the \*annual general/\*extraordinary general meeting of the company to be held on \_\_\_\_\_ 20 \_\_\_\_\_ and at any adjournment of that meeting.

† This form is to be used \*in favour of/\*against the resolution.

Signed on 20 .

\* Strike out whichever is not desired.

† To be inserted if desired.

- d. An instrument appointing a proxy may not be treated as valid unless the instrument (and any other documents with which the proxy is required to be accompanied), and the power of attorney or other authority (if any) under which the instrument is signed or proof of the power or authority to the satisfaction of the Secretary is or are deposited at the registered office of the Company or at any other place specified for that purpose in the notice convening the meeting not less than 72 hours before the time for the holding of the meeting or adjourned meeting as the case may be at which the Member named in the instrument proposes to vote.
- e. For the purpose of clause 21d. it is sufficient if the proxy is received at the registered office of the Company by facsimile transmission or by similar means of communication in a reasonably legible form. If the proxy is required to be accompanied by other documents then these documents may also be received at the registered office by facsimile transmission.

## **22 Effect of Proxy Instrument**

- a. An instrument appointing a proxy is deemed to confer authority to demand or join in demanding a poll.
- b. If a proxy is only for a single meeting it may be used at any postponement or adjournment of that meeting, unless the proxy states otherwise.
- c. A proxy may be revoked at any time by Notice in Writing signed on behalf of the Member concerned to the Company.

## **23 Voting Rights of Proxies**

- a. An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where an instrument of proxy so provides, the proxy is not entitled to vote on the resolution except as specified in the instrument. If the Full Member does not specify the manner in which the proxy must vote in respect of any particular transaction, the person appointed as proxy may vote on that particular transaction as he, she or it determines.
- b. A vote given in accordance with the terms of an instrument of proxy or of a power of attorney is valid despite the revocation of the instrument (or of the authority under which the instrument was executed) or of the power if the Company has not received written notification of the revocation at the registered office of the Company before the commencement of the meeting or adjourned meeting at which the instrument is used or the power is exercised.

## **RESOLUTIONS OF MEMBERS IN WRITING**

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### **24 Resolutions at General Meetings**

- a. If all the Members have signed a document containing a statement that they are in favour of a resolution in terms set out in the document, a resolution in those terms is deemed to have been passed at a general meeting of the Company held on the day on which the document was signed and at the time at which the document was last signed by a Member or, if the Members signed the document on different days, on the day on which, and at the time at which, the document was last signed by a Member.
- b. For the purposes of clause 24a, two or more separate documents containing statements in identical terms each of which is signed by 1 or more Members are deemed together to constitute one document containing a statement in those terms signed by those Members on the respective days on which they signed the separate documents.
- c. A reference in this clause 24 to all the Members does not include a reference to a Member who, at a general meeting, would not be entitled to vote on the resolution.

- d. A facsimile transmission addressed to or received by the Company and purporting to be signed by a Member for the purpose of this Constitution is deemed to be a document in writing signed by that Member.

## **25 Telecommunications Meeting of the Company**

- a. Save for annual general meetings, the Company may meet by means of a Telecommunications Meeting provided the number of Full Members participating is not less than a quorum required for a general meeting. All the provisions of this Constitution relating to a general meeting apply to a Telecommunication Meeting of the Company in so far as they are not inconsistent with the provisions of this clause. The following provisions apply to a Telecommunication Meeting of the Company:
  - i. all the Directors and Members for the time being entitled to receive notice of a general meeting are entitled to notice of a Telecommunication Meeting;
  - ii. all the persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;
  - iii. notice of the meeting may be given on the telephone or other electronic means;
  - iv. each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting; and
  - v. at the commencement of the meeting each person must announce his or her presence to all the other persons taking part in the meeting.
- b. If the Secretary of the Company is not present at a Telecommunication Meeting of the Company, a delegated person must take minutes of the meeting.
- c. A person may not leave a Telecommunication Meeting of the Company by disconnecting his or her telephone, audio-visual or other communication equipment unless that person has previously notified the chairperson of the meeting.
- d. A person is conclusively presumed to have been present and to have formed part of a quorum at all times during a Telecommunication Meeting unless that person has previously notified the chairperson of the meeting of leaving the meeting.
- e. A minute of the proceedings of a Telecommunication Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the chairperson of the meeting.

## **APPOINTMENT AND REMOVAL OF DIRECTORS**

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## **26 Number of Directors**

- a. Subject to Clause 27., the Board of Directors shall consist of no less than four (4) and no more than seven (7) persons:
  - i. one of whom must be a Full Member who also falls into the Camden sub-membership category and who is appointed by the Board following selection, by the Full Members who also fall into the Camden sub-membership category, in accordance with the process set out in Clause 27. (provided that such a selection is made);
  - ii. one of whom must be a Full Member who also falls into the Fairfield sub-membership category and who is appointed by the Board following selection, by the Full Members who also fall into the Fairfield sub-membership category, in accordance with the process set out in Clause 27. (provided that such a selection is made);

- iii. one of whom must be a Full Member who also falls into the Liverpool sub-membership category and who is appointed by the Board following selection, by the Full Members who also fall into the Liverpool sub-membership category, in accordance with the process set out in Clause 27. (provided that such a selection is made);
- iv. two of whom must be a Full Member who also falls into either the Wollondilly sub-membership category or the Campbelltown sub-membership category and who is appointed by the Board following selection by the Full Members who also fall into either the Wollondilly sub-membership category or the Campbelltown sub-membership category, in accordance with the process set out in Clause 27 (provided that such a selection is made); and
- v. one of whom must be a Full Member who also falls into the Bankstown sub-membership category and who is appointed by the Board following selection, by the Full Members who also fall into the Bankstown sub-membership category:
  - 1. for the 12 month period following the first Annual General Meeting at which Bankstown is included as a sub-membership category - in accordance with the process set out in Clause 27 so varied to provide that the process will be implemented by the Company promptly after the First AGM;
  - 2. for the second and subsequent annual general meeting, in accordance with the process set out in Clause 27.
- b. The Board is entitled to nominate (in addition to its ability to fill a casual vacancy pursuant to clause 30) not more than one (1) person, to be appointed to the Board of Directors, who may or may not be Full Member (each a **Board Nominee**).

## 27 Nomination and Selection of Directors

### Application

The process set out in this clause applies in respect of the Annual General Meeting that next occurs after this Constitution takes effect.

### Candidates nominated by each LGA Group

- a. 60 days prior to the Annual General Meeting of the Company the Board will deliver each Full Member a notice:
  - i. specifying:
    - (A) the date of the forthcoming Annual General Meeting; and
    - (B) the names of the Directors to retire at the Annual General Meeting; and
  - ii. calling for nomination of Full Members from each LGA Group as candidates for appointment as Directors of the Company by the Board (each a **Candidate**), provided that, in the case of the Wollondilly and Campbelltown LGAs, two Candidates may be appointed from either (but not both) of these LGAs to represent the interests of both the Wollondilly and Campbelltown LGAs..
- b. A nomination of a candidate by a Full Member must be signed by not less than three other Full Members and contain the consent of the Full Member nominated.
- c. Completed nominations must be received by the Secretary or left at the registered office address of the Company not later than 4.00 pm on the date 45 days prior to the Annual General Meeting.
- d. A nomination shall be in or to the effect of the following form:

### **Sydney South West GP Link**

We hereby nominate [\_\_\_\_\_] of [\_\_\_\_\_] for appointment as a Director

Dated the [\_\_\_\_\_] day of [\_\_\_\_\_] 20 [\_\_]

Name	Address	Signature
1. [_____]	[_____]	[_____]
2. [_____]	[_____]	[_____]
3. [_____]	[_____]	[_____]

I consent to the above nomination: [\_\_\_\_\_]

*Signed by the Candidate*

- e. At the expiration of the time for receiving nominations, the Secretary will prepare a list containing the names of all Candidates for each LGA Group.
- f. It will not be necessary to conduct a ballot for an LGA Group and the Candidate will be appointed by the Board as a Director of the Company if:
  - i. in the case of each of the Camden, Fairfield, Liverpool and Bankstown LGA Groups, only one Candidate is nominated by that LGA Group; or
  - ii. in the case of the Campbelltown or the Wollondilly LGA Groups, two Candidates are nominated by Wollondilly and no Candidates are nominated by Campbelltown LGA (or vice versa);
- fA. For the avoidance of doubt, if one Candidate is nominated by each of Campbelltown and Wollondilly LGA Groups, the provisions of Clause 27f(i) will apply.

For the further avoidance of doubt, if one Candidate is nominated by the Campbelltown LGA and two or more Candidates are nominated by the Wollondilly LGA (or vice versa):

- i. the provisions of clause 27f(i) will apply in respect of the LGA that has nominated one Candidate to appoint that Candidate as a Director; and
  - ii. the provisions of clause 27h will apply in respect of the LGA that has nominated two or more Candidates to determine which of the Candidates nominated by that LGA will be appointed to the Board.
- g. If there is no Candidate nominated by an LGA Group, it will be a casual vacancy for the purpose of this constitution.
- h. Subject to clause 27f, if the number of Candidates for each LGA Group, received before the close of nominations, is more than one, a ballot will be conducted for each LGA Group in the following manner:
  - i. 30 days prior to the Annual General Meeting, the Secretary will send to each LGA Member:
    - (A) a voting paper including the names of all duly nominated candidates in alphabetical order;
    - (B) two envelopes:

- (i) an outer envelope marked "voting paper" and addressed to the Secretary; and
- (ii) an inner envelope incorporating on its outside a leaf of paper with provision for the voter to write the voter's name and address and sign, which shall be in or to the effect of the following form:

*Name: (in block letters) [ ]*

*Address: [ ]*

*Signature: [ ]*

- (C) Instructions on how to vote.
- ii. A Full Member wishing to vote shall comply with the how to vote instructions provided in the form.
- iii. All formal voting papers received by the Secretary or electronic votes received in accordance with the how to vote instructions, not later than 2.00 pm on the date being 15 days prior to the Annual General Meeting will be counted in the ballot.
- iv. After the ballot is closed the Secretary will:
  - (A) take reasonable steps to satisfy himself regarding the integrity of the ballot;
  - (B) eliminate any invalid or informal votes; and
  - (C) count the ballot.
- v. A voting paper will be declared invalid if it is not made in accordance with the how to vote instructions provided in the form.
- vi. If any two or more number of Candidates of each LGA Group have the same number of votes the Secretary will determine the Candidate deemed to have the highest number of votes by lot in the presence of the relevant Candidates (or their nominees) of that LGA Group.
- i. The voting papers will be retained by the Secretary for two months after the result of the ballot is declared and then be destroyed, unless Company resolves otherwise.
- j. Non-receipt of a voting paper by any Full Member will not invalidate the ballot.
- k. At the Annual General Meeting, the chair will declare the following Candidates (each an **LGA Group Director**) appointed by the Board as Directors of the Company:
  - i. the highest polling Candidate who is a Full Member and also falls into the Camden sub-membership category;
  - ii. the highest polling Candidate who is a Full Member and also falls into the Fairfield sub-membership category;
  - iii. the highest polling Candidate who is a Full Member and also falls into the Liverpool sub-membership category;
  - iv. subject to clauses 27f and 27fA, the highest polling two Candidates who are each Full Members and also fall into either the Wollondilly sub-membership category or the Campbelltown sub-membership category; and
  - v. the highest polling Candidate who is a Full Member and also falls into the Bankstown sub-membership category.

- l. At the Annual General Meeting, the chair will also declare any Board selected candidates who have been appointed by the Board as Directors of the Company.

## **28 Appointment of Directors**

- a. Once the results of the ballot are known and the Board Nominees (if any) have been selected by the Board, each highest polling Candidate and each Board Nominee will be appointed, as a Director, by the Board, immediately prior to the commencement of the Annual General Meeting.
- b. Each appointment will be for a 12 month term commencing from the close of the Annual General Meeting immediately following appointment and ending at the conclusion of the next Annual General Meeting.
- c. Members will not be required to approve the appointment of either the Candidates of each LGA Group or the Board Nominees as Directors.

## **29 Transition Arrangements**

- a. Any directors holding office at the time this Constitution takes effect will remain in office until the close of the Annual General Meeting that next occurs after this Constitution takes effect and until that next Annual General Meeting, the Board of Directors shall consist of no more than eleven (11) persons.

## **30 Casual Vacancy**

- a. The Board may at any time appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors provided that the total number of Directors does not at any time exceed the number fixed in accordance with this Constitution.
- b. Any Director so appointed to fill a casual vacancy will hold office until the next general meeting.
- c. In the event of a vacancy or vacancies in the office of a Director or offices of Directors so that the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, the Directors may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum or convening a general meeting of the Company.

## **31 Resignation of Director**

- a. Any Director may retire from office upon giving Notice in Writing to the Company of his or her intention so to do.

## **REMUNERATION OF DIRECTORS**

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## **32 Payment of Remuneration and Expenses**

- a. The Directors may receive remuneration for their services in such amount and in such manner as is approved by the Board, provided that the Company may in general meeting determine otherwise.
- b. The Directors may be paid all travelling and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee appointed by the Board or general meetings of the Company or otherwise in connection with the business of the Company if approved by the Board.

## **33 Payment for Extra Services**

Any Director who being willing is called upon to perform extra services or to make any special exertions or to undertake any executive or other work for the Company beyond his or her ordinary duties or to go or reside abroad or otherwise away from home for any of the purposes of the Company may, subject to the Law, be remunerated either by a fixed sum or a salary as determined by the Board.

## **POWERS AND DUTIES OF DIRECTORS**

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### 34 General Business Management

- a. Subject to the Law and to any other provision of this Constitution, the business of the Company is managed by the Directors, who may pay all expenses incurred in promoting and forming the Company, and may exercise all powers of the Company which are not, by the Law or by this Constitution, required to be exercised by the Company in general meeting.

- b. The Board:

- i. may make, amend and revoke By-Laws and Rules:
  - A. for the purpose of giving effect to the objects of the Company, and
  - B. subject to clause 34c, for the discipline of Members; and

and

- ii. will make By-Laws providing for an Appeals Tribunal which must be independent of any party appearing before it on the matter subject of the appeal in question.

Any such By-Laws and Rules will be valid and binding on the Members, unless and until revoked by the Board or amended or revoked by the Members in general meeting.

- c. Where a Member:

- i. deliberately or recklessly breaches this Constitution or any By Law of the Company;
- ii. deliberately or recklessly breaches any agreement with the Company; or
- iii. neglects or knowingly jeopardises the interests of the Company or acts in a way which is unworthy of the Company;

then such Member is:

- A. subject to clauses 34d, 34e and 34f, liable to suspension from membership of the Company or such other sanction (including a fine) as the Board in its absolute discretion determines; and
- B. liable to expulsion from membership of the Company as determined by special resolution of the Members in general meeting.

- d. Under clause 34c the Board may only suspend a Member, for either:

- i. a period of no more than six months; or
- ii. until the Member rectifies the breach or conduct in question;

provided that if the Member has not rectified the breach or conduct in question within six months, the Board will refer the issue to the Members in general meeting who may determine by special resolution to extend the period of suspension.

- e. Any fine imposed on a Member under clause 34c may be paid by deduction from monies payable by the Company to that Member.

- f. Any Member, aggrieved of a decision of the Board under clause 34c may appeal to the Appeals Tribunal created in accordance with the By-Laws. Any such appeal:

- i. must be in writing and received by the Board of the Company within 14 days of the day on which the Member was advised in writing of the Board's decision;

- ii. operates as a stay on the operation of any sanction imposed by the Board pending the determination of the Appeals Tribunal; and
  - iii. must be conducted in accordance with the relevant By-Laws.
- g. No amendment to the Constitution made or resolution passed by the Company in general meeting can invalidate any prior act of the Directors which would have been valid if that amendment to the Constitution or resolution had not been made or passed.

### **35 Borrowing Powers**

Without limiting the generality of clause 33a, the Directors may exercise all the powers of the Company to borrow money, to charge any property or business of the Company or to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.

### **36 Negotiable Instruments**

All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company may be signed, drawn, accepted, endorsed or otherwise executed, as the case may be:

- i. by any two Directors;
- ii. by any Director and the Secretary of the Company; or
- iii. in such other manner as the Directors determine from time to time.

### **37 Appointment of Attorney**

- a. The Board may appoint any person or persons to be the attorney or attorneys of the Company for the purposes, with the powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Board), for the period and subject to the conditions they think fit.
- b. Any power of attorney may contain those provisions for the protection and convenience of persons dealing with the attorney that the Board thinks fit.

## **PROCEEDINGS OF DIRECTORS**

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### **38 Board Meetings**

- a. The Directors may meet together for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit.
- b. The minutes of any Board meeting must state the method of meeting and the persons present.

### **39 Convening of Meeting**

The Chairperson may at any time, and the Secretary of the Company must on the requisition of a Director, convene a Board meeting.

### **40 Notice of Meeting**

- a. Notice of every Board meeting must be given to each Director and alternate director except that it is not necessary to give notice of a Board meeting to any Director who:
  - i. has been given special leave of absence; or
  - ii. is absent from Australia and has not left a telephone or facsimile number or other address at which he or she may be given notice.

- b. Any notice of a Board meeting may be given orally or by electronic means, including by telephone or by Notice in Writing.

#### **41 Quorum**

At a Board meeting, the number of Directors whose presence is necessary to constitute a quorum is five (5) Directors that are Full Members

#### **42 Chairperson**

- a. The Chairperson of the Company will be elected by the Directors from amongst their number at their first meeting after the former chairperson ceases to hold office and will hold office for a period of one year, or balance thereof, from the conclusion of the meeting at which he or she was elected as Chairperson.
- b. The Directors may appoint a Vice-Chairperson from amongst their number who, in the absence of the Chairperson at a meeting of the Directors, may exercise all the powers and authorities of the Chairperson.
- c. The Chairperson will chair all meetings of the Board, provided that if the Chairperson is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-Chairperson will preside, and provided further that if the Vice-Chairperson is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present must appoint one of their number to be chairperson of the meeting.

#### **43 Voting**

- a. Subject to this Constitution, questions arising at a Board meeting are decided by a majority of votes of Directors present and voting and any such decision is for all purposes deemed a decision of the Directors.
- b. In case of an equality of votes the chairperson of the meeting, in addition to his or her deliberative vote, has a casting vote. The chairperson of the meeting has a discretion both as to whether or not to use the casting vote and as to the way in which it is used.

#### **44 Telecommunications Meeting of the Board**

- a. The Board may meet by means of a Telecommunications Meeting provided the number of Directors participating is not less than a quorum required for an ordinary Board meeting. All the provisions of this Constitution relating to a Board meeting apply to a Telecommunication Meeting of the Board in so far as they are not inconsistent with the provisions of this clause. The following provisions apply to a Telecommunication Meeting of the Board:
  - i. all the Directors for the time being entitled to receive notice of a Board meeting (including any alternate director) are entitled to notice of a Telecommunication Meeting;
  - ii. all the Directors participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;
  - iii. notice of the meeting may be given on the telephone or other electronic means;
  - iv. each of the Directors taking part in the meeting must be able to hear and be heard by each of the other Directors taking part at the commencement of the meeting and each Director so taking part is deemed for the purposes of this Constitution to be present at the meeting; and
  - v. at the commencement of the meeting each Director must announce his or her presence to all the other Directors taking part in the meeting.
- b. . If the Secretary of the Company is not present at a Telecommunication Meeting of the Board, the delegated person must take minutes of the meeting.

- c. A Director may not leave a Telecommunication Meeting by disconnecting his or her telephone, audio-visual or other communication equipment unless that Director has previously notified the chairperson of the meeting.
- d. A Director is conclusively presumed to have been present and to have formed part of a quorum at all times during a Telecommunication Meeting unless that Director has previously notified the chairperson of the meeting of leaving the meeting.
- e. A minute of the proceedings of a Telecommunication Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the chairperson of the meeting.

#### **45 Circulated Resolutions**

- a. If all the Directors at that time present in Australia, and any Director absent from Australia who has left a facsimile number or electronic or other address at which he or she may be given notice, have signed a document containing a statement that they are in favour of a resolution of the Directors in terms set out in the document, a resolution in those terms is deemed to have been passed at a Board meeting held on the day on which the document was signed and at the time at which the document was last signed by a Director or, if the Directors signed the document on different days, on the day on which, and at the time at which, the document was last signed by a Director.
- b. For the purposes of clause 44a, one, two or more separate documents containing statements in identical terms each of which is signed by one or more Directors are deemed together to constitute one document containing a statement in those terms signed by those Directors on the respective days on which they signed the separate documents.
- c. A reference in clause 44a to all the Directors does not include a reference to a Director who, at a meeting of Directors, would not be entitled to vote on the resolution.
- d. Every resolution passed under clause 44a must as soon as practicable be entered in the minutes of the Board meetings.
- e. A facsimile, telex, cable, telegram or similar means of communication addressed to or received by the Company and purporting to be signed by a Director for the purpose of this Constitution is deemed to be a document in writing signed by that Director.

#### **46 Committees**

- a. The Board may delegate any of its powers to committees consisting of those persons (whether Directors or otherwise) they think fit and may revoke the delegation.
- b. Any committee formed under clause 45a must in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed upon it by the Board and otherwise the meetings and proceedings of any committee are governed by the provisions in this Constitution regulating the meetings and proceedings of the Board.

#### **47 Validation of Acts of Directors**

All acts done at any Board meeting or of a committee appointed by the Directors or by any person acting as a Director are, although it is afterwards discovered that there was some defect in the appointment or continuance in office of any of the persons concerned or that any of them were disqualified or were not entitled to vote, as valid as if each of them had been duly appointed and had duly continued in office and was qualified to be a Director and was entitled to vote.

### **DIRECTORS' INTERESTS**

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#### **48 Existence of Interest**

- a. A Director may to the extent permitted by the Law:
  - i. hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with the office of Director;
  - ii. be interested in any contract, operation, undertaking or business entered into undertaken or assisted by the Company or in which the Company is or may be interested.
- b. The Director is not because of entering into any relationship or transaction referred to in clause 47a:
  - i. disqualified from the office of Director; or
  - ii. liable to account to the Company for any profit arising from the relationship or transaction by reason of being a Director of the Company or of the fiduciary relationship between the Director and the Company.
- c. For the purposes of clause 47a and 47b "Company" includes any subsidiary of the Company and any other company in which the Company or any subsidiary of the Company is or becomes a shareholder or is otherwise interested.
- d. No Director who is interested in a contract, arrangement, dealing or other transaction may sign on behalf of the Company any agreement or Deed related to such contract, arrangement, dealing or other transaction pursuant to section 127 of the Law.

#### **49 Disclosure of Interest**

- a. The nature of the Director's interest as referred to in clause 47a must be disclosed by the Director before or at the Board meeting at which the question of entering into the contract or arrangement is first taken into consideration if the interest then exists or in any other case at the first Board meeting after the Director becomes so interested.
- b. It is the duty of each Director who is in any way whether directly or indirectly interested in a contract or proposed contract with the Company to declare the nature of his or her interest in accordance with the provisions of the Law.
- c. It is the duty of a Director of the Company who holds any office or possesses any property whereby, whether directly or indirectly, duties or interests might be created in conflict with his or her duties or interests as Director to declare the fact and the nature, character and extent of the conflict in accordance with the provisions of the Law.

#### **50 Other Directorships and Shareholdings**

- a. A Director may be or become a director, officer, employee or member of any company promoted by the Company or in which it may be interested as a vendor, shareholder or otherwise.
- b. Subject to the Law:
  - i. the Directors may exercise the voting power conferred by the shares or other interest held by the Company in another company in favour of a resolution appointing themselves or any of them as Directors or other officers of the other company;
  - ii. any Director may vote at a Board meeting in favour of a resolution that the Company exercises its voting power conferred by the shares or other interest held by the Company in the other company to appoint that Director as a director or other officer of the other company;
  - iii. any Director may be appointed as representative of the Company and may vote at a general meeting of the other company in favour of a resolution appointing that Director as a director or other officer of the other company; and

- iv. a Director who is also a director of the other company may vote as a director of the other company in whatever manner he or she thinks fit, including voting in favour of a resolution appointing the Director to any other office in the other company and a resolution appointing any other Directors as directors or other officers of the other company.

## **INADVERTENT OMISSIONS**

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### **51 Formalities Omitted**

Subject to clause 12, if some formality required by this Constitution is inadvertently omitted or is not carried out the omission does not invalidate any resolution, act, matter or thing which but for the omission would have been valid unless it is proved to the satisfaction of the Directors that the omission has directly prejudiced any Member financially. The decision of the Directors is final and binding on all Members.

## **SECRETARY**

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### **52 Term of Office**

The Board shall appoint the Secretary of the Company who holds office on such terms and conditions, as to remuneration and otherwise, as the Board determines. Where there is no Secretary so appointed, such other person as the Directors may appoint will perform the duties of Secretary.

## **MINUTES**

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### **53 Minutes to be Kept**

The Directors must carry out the obligations imposed on the Company by the Law to cause:

- i. minutes of all proceedings of general meetings and of meetings of its Directors to be entered, within one month after the relevant meeting is held, in books kept for that purpose; and
- ii. those minutes to be signed by the chairperson of the meeting at which the proceedings took place or by the chairperson of the next succeeding meeting;

and minutes of each general meeting will be circulated to persons entitled to attend that meeting within one month of that meeting.

## **ACCOUNTS**

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### **54 Books of Account**

The Directors will cause to be kept proper books of account in which must be recorded full, true and complete accounts of the affairs and transactions of the Company.

### **55 Location of Accounts**

The books of account will be kept at the registered office of the Company or such place or places as the Board thinks fit and must be open to the inspection of the Directors during usual business hours.

### **56 Inspection of Accounts**

A Member may subject to the provisions of the Law and subject to reasonable notice and for reasonable purposes make application to the Board to inspect the books of account of the Company.

### **57 Tabling of Accounts**

At each annual general meeting the Directors will lay before the Company an audited profit and loss account and balance sheet in respect of the last completed Financial Year of the Company.

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**NOTICES**

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**58 Service of Notices**

A notice may be given by the Company to any Member or Director either by serving it personally or by sending it by post, facsimile transmission or other means of electronic communication approved by the Board to the Member at the address shown in the register of Members or the address or facsimile number supplied by the Member or Director to the Company for the giving of notices.

**59 Method of Service**

- a. If a notice is sent by post, service of the notice is deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to be effected, on the third Business Day after the date of its posting. A notice or other document sent by post to an overseas member must be forwarded by air mail.
- b. If a notice is sent by facsimile transmission, service of the notice is deemed to be effected by properly addressing the facsimile transmission and transmitting it to the number supplied to the Company for that purpose and to be effected on the next Business Day after the date of its transmission.
- c. If notice is sent by means of electronic communication approved by the Board, service of the notice is deemed to be effected on the next Business Day after the date of transmission unless the Company is advised that the transmission failed to send to the addressee.

## **INDEMNITY AND INSURANCE**

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### **60 Indemnity**

To the extent permitted by the Law, the Company indemnifies:

- i. every person who is or has been an officer of the Company; and
- ii. where the Board considers it appropriate to do so, any person who is or has been an officer of a related body corporate of the Company;

against any liability incurred by that person in his or her capacity as an officer of the Company or of the related body corporate (as the case may be):

- A. to any other person (other than the Company or a related body corporate) unless the liability arises out of conduct involving a lack of good faith; and
- B. for costs and expenses:
- C. in defending proceedings, whether civil or criminal, in which judgement is given in favour of the person or in which the person is acquitted; and
- D. in connection with an application in relation to those proceedings, in which the Court grants relief to the person under the Law.

### **61 Insurance**

- a. The Company may, where the Board considers it appropriate to do so, pay or agree to pay a premium in respect of a contract insuring a person who is or has been an officer of the Company against any of the following liabilities incurred by the person as such an officer, namely:
  - i. any liability which does not arise out of conduct involving:
    - A. a wilful breach of duty in relation to the Company; or
    - B. without limiting clause 65a i A, a contravention of section 182 or 183 of the Law; and
  - ii. any liability for costs and expenses incurred by the person in defending proceedings, whether civil or criminal, whatever their outcome, and without the qualifications set out in clause 65a.i.A. and 65a.i.B.
- b. In the case of a Director, any premium paid pursuant to this clause is paid in addition to remuneration paid to that Director by the Company pursuant to this Constitution.

### **62 Director Voting on Contract of Indemnity or Insurance**

Despite anything in this Constitution, a Director is not precluded from voting in respect of any contract or proposed contract of indemnity or insurance, merely because the contract indemnifies or insures or would indemnify or insure the Director against a liability incurred by the Director as an officer of the Company or of a related body corporate.

### **63 *DELETED***

### **69. *DELETED***



### **Commissioner Of Taxation**

The Sydney South West GP Link Limited shall advise the Commissioner of Taxation, in writing, of any amendments, additions or deletions to the Constitution within 30 days of those changes being made.

#### **70. Transitional Provisions**

- a. Those persons who are members of the Macarthur Division of General Practice Inc. as at the date of incorporation of the company will be the subscribing members of the Company and will automatically be deemed members.
- b. Persons holding board positions on the Macarthur Division of General Practice Inc. will be deemed to hold the office of director of the Company for the unexpired term of their position as board member of the Macarthur Division of General Practice Inc.

#### **71. Development of a Revised Constitution**

That the Constitution Committee, already established by the Board, be authorised to work in consultation with its legal representatives, to develop an updated constitution for the Company which reflects the future role of the Company in light of any future national health care reform.

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**Adopted by Special Resolution of Sydney South West GP Link Limited on #[Insert Date]#**

Confirmed by Dr Matthew Gray - Chairman

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Signature