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advancing medical training

Constitution

GP Synergy Limited ABN 62 099 141 689 ACN 099 141 689

Constitution

GP Synergy Limited

Table of contents

1	Nature of company and liability	1
	Nature of Company	1
	Liability of Members and guarantee on winding up	1
2	Objects	1
3	Membership	2
	Classes of Membership.....	2
	Membership	2
	Members	2
	Form of application.....	2
	Admission to Membership	3
	Register of Members.....	3
4	Application fee and annual subscription	4
	Application fee	4
	Annual subscription.....	4
	Unpaid annual subscriptions	4
5	Removal and cessation of membership	4
	Resignation	4
	Failure to pay	4
	Other cessation of membership	4
	Removal from Membership	5
6	No profits for members	5
	Transfer of income or property	5
	Payments, services and information	5
7	General meetings	6
	Convening of meetings by Directors	6
	Convening of meetings by Members.....	6
	Notice of general meeting	6
	Cancellation of general meetings	6
	Quorum at general meetings.....	7
	Quorum at adjourned general meetings.....	7
	Appointment of Chairperson	7
	Chairperson's powers	7
	Adjournment of meetings	8
	Voting on show of hands.....	8
	Demand for a poll.....	8
	Confirmation of Member's approved representative.....	9
	Voting rights of Members	9
	Vote of the Chairperson at general meetings	9
	Objections to voter qualification	9
	Mode of meeting for Members	9
	Resolution in writing	9
	Form of resolution in writing	9
8	Proxies and representatives	10
	Proxies and representatives of Members.....	10

	Appointment of proxies	10
	Authority of proxies	10
	Verification of proxies.....	10
	Validity of proxies.....	11
	Revocation of appointment of proxy.....	11
9	Appointment and retirement of directors	11
	Number of Directors.....	11
	Eligibility for election as a Director	11
	No Alternate Directors.....	12
	Casual vacancies.....	12
	Term of appointment of Member Elected Directors.....	12
	Ballot for election of Member Elected Directors	13
	Removal from office	13
	Resignation of Director.....	14
	Vacation of office.....	14
10	Directors' remuneration	14
	Determination of fees.....	14
	Payment for expenses	14
	Payment for services.....	14
11	Powers of directors.....	15
12	Proceedings of directors.....	15
	Convening of Directors' meetings	15
	Notice of Directors' meetings	15
	Mode of meeting for Directors.....	15
	Quorum at Directors' meetings	15
	Voting at Directors' meetings	15
	Appointment of Chairperson of Directors	16
	Chairperson's vote at Directors meetings	16
	Participation where Directors interested.....	16
	Delegation of powers to committee.....	16
	Proceedings of committees.....	16
	Validity of acts of Directors.....	16
	Minutes	16
	Circulating resolution of Directors	17
	Form of resolution in writing.....	17
13	Advisory councils	17
	Establishment of rural and urban advisory councils	17
14	Secretary.....	17
15	Indemnity and insurance.....	18
	Indemnity	18
	Insurance premiums.....	18
16	Seals and execution of documents	18
	Custody of Seal.....	18
	Execution of documents.....	18
	Official seals.....	18
17	Gift Fund requirements	19
	Company to maintain a Gift Fund.....	19

	Rules applying to the Gift Fund	19
	Winding up of Gift Fund	19
	Definitions	19
18	Surplus assets on winding up or dissolution.....	20
19	Accounts, audit and records.....	20
	Accounts	20
	Audit.....	20
	Rights of Inspection.....	20
20	Notices	21
	Persons authorised to give notices	21
	Method of giving notices	21
	Addresses for giving notices to Members	21
	Address for giving notices to the Company	21
	Time notice is given	21
	Proof of giving notices.....	22
	Persons entitled to notice of meeting	22
21	Definitions and Interpretation	22
	Definitions	22
	Interpretation.....	23
	References to the document	24
	Replaceable rules	24
	Application of <i>Corporations Act</i>	24

Corporations Act 2001

Public company limited by guarantee

GP Synergy Limited

ACN 099 141 689

1 Nature of company and liability

Nature of Company

1.1 The Company is a public company limited by guarantee.

Liability of Members and guarantee on winding up

1.2 The liability of the Members is limited. Every Member undertakes to contribute \$10 to the assets of the Company if it is wound up while he or she is a Member, or within one year afterwards.

2 Objects

2.1 The principal objects for which the Company is formed are to promote the prevention and control of diseases in human beings through programs and activities that:

- 2.1.1 promote, assist and deliver primary care education and training in urban and rural settings, including office and procedural general practice and encompassing those with special needs;
- 2.1.2 recognise and appropriately balance the tensions between workforce, education and training needs;
- 2.1.3 encourage and facilitate studies and research into primary care education and training and service delivery;
- 2.1.4 improve primary care education and training and advocacy through representations to government and non-government organisations;

2.2 The sources of funding for these programs and activities may include funding under agreements with other bodies and gifts received from the general public in the company's capacity as a deductible gift recipient.

2.3 The Company may:

- 2.3.1 raise money to further the objects of the Company and to secure sufficient funds for the purposes of the Company.
- 2.3.2 receive any funds and to distribute these funds in a manner that best attains the objects of the Company.

- 2.3.3 do all such things as are incidental or conducive to the attainment of all or any of the objects of the Company.

3 Membership

Classes of Membership

- 3.1 The Directors may:
 - 3.1.1 establish different classes of Members; and
 - 3.1.2 prescribe the qualifications, rights and privileges of persons to become a Member of a class.

Membership

- 3.2 The Members of the Company are :
 - 3.2.1 The Members that are listed on the Register of the Members of the Company at the time of the adoption of this constitution; and
 - 3.2.2 such other persons as the Company admits to Membership in accordance with this document,

until they cease to be Members pursuant to clause 5.

Members

- 3.3 An individual is not eligible for admission as a member of the Company.
- 3.4 All Members must do all of the following:
 - 3.4.1 Pay any application fee determined in accordance with clause 4.1.
 - 3.4.2 In order to maintain Membership, pay any annual subscription in accordance with clause 4.2.
 - 3.4.3 Otherwise comply with this Constitution.

Form of application

- 3.5 An application for Membership must comply with the following requirements:
 - 3.5.1 It must be signed by the applicant.
 - 3.5.2 It must be accompanied by such documents or evidence as to qualification for the category of membership applied for as the Directors determine.
 - 3.5.3 It must be accompanied by any application fee determined in accordance with clause 4.1.

Admission to Membership

- 3.6 The Directors may admit any properly constituted organisation as a Member on the terms and conditions they prescribe from time to time.
- 3.7 The Directors must consider an application for Membership as soon as practicable after its receipt and determine, in their discretion, the admission or rejection of the applicant.
- 3.8 The Directors may at their discretion determine the category of Membership suitable for an applicant.
- 3.9 The Directors do not have to give reasons for rejecting an application or granting a particular category of Membership.
- 3.10 If an application for Membership is rejected, any application fee and the annual subscription must be refunded to the applicant.
- 3.11 If an applicant is accepted for Membership the Secretary must notify the applicant of admission in the form of a receipt for the application fee, if any, and annual subscription or in such other form as the Directors determine and the name and details of the applicant must be entered in the Register.

Register of Members

- 3.12 A register of the Members of the Company must be kept in accordance with the *Corporations Act*.
- 3.13 The following details must be entered in the Register in respect of each Member:
- 3.13.1 The full name of the Member (including the ACN of a corporate Member) and its address, telephone number and facsimile number (if any).
- 3.13.2 The full name, address (including email address) and facsimile number, if any, of its nominated approved representative.
- 3.13.3 The category of Membership.
- 3.13.4 The date of admission to and cessation of Membership.
- 3.13.5 The date of last payment of the Member's annual subscription.
- 3.13.6 Such other information as the Directors require.
- 3.14 Each Member must notify the Secretary in writing of any change in that Member's, and their approved representative's, name, address (including email address), telephone or facsimile number within one month after the change.

4 Application fee and annual subscription

Application fee

- 4.1 The application fee payable by each applicant for Membership is such sum (if any) as the Directors prescribe from time to time in respect of each category of Membership.

Annual subscription

- 4.2 The annual subscription payable by a Member is such sum (if any) as the Directors prescribe from time to time in respect of each category of Membership.
- 4.3 All annual subscriptions are due and payable in advance on 1 July in each year.
- 4.4 If a person applies for membership after 1 January in any year, the Directors may reduce the annual subscription payable by the applicant in such manner as they think fit.

Unpaid annual subscriptions

- 4.5 A Member ceases to be entitled to any of the rights or privileges of membership if the annual subscription of a Member remains unpaid for two months after it becomes payable and a notice of default is given to the Member pursuant to a resolution of the Directors. However, the rights or privileges of membership may be reinstated on payment of all arrears if the Directors think fit to do so.

5 Removal and cessation of membership

Resignation

- 5.1 A Member may resign from membership of the Company by giving written notice to the Secretary.
- 5.2 The resignation of a Member is deemed to take effect from the date of receipt of the notice of resignation or such later date as is provided in the notice.

Failure to pay

- 5.3 If a Member has not paid all arrears of annual subscriptions in accordance with clause 4.3 or, if paid, the Member's rights and privileges are not reinstated, both of the following applies in respect of that Member:
- 5.3.1 The Member remains liable for all the obligations and liabilities of membership for six months after the date of notification under clause 4.5.
- 5.3.2 The Member ceases to be a Member and the Member's name must be removed from the Register at the end of the six month period.

Other cessation of membership

- 5.4 A Member ceases to be a Member on any Termination Event occurring in respect of the Member.

Removal from Membership

- 5.5 The Directors may at their discretion convene a meeting of Members to consider the removal of a Member from the Register if the Member is no longer considered suitable for Membership of the Company by a majority of the Directors.
- 5.6 Directors do not have to give reasons for recommending the removal of a Member from the Register.
- 5.7 The Directors will be required to provide at least two month's written notice to any Member of any intention to remove the Member from the Register so as to enable the Member to provide any written representations to the Company.
- 5.8 Where any written representations are made by the Member and the Member requests that the representations be notified to Members of the Company, the Company must do both of the following:
- 5.8.1 State, in any notice of the resolution given to Members of the Company, that the representations have been made.
- 5.8.2 Send a copy of the representations to every Member of the Company to whom the notice of the meeting has been or is sent.
- 5.9 The requirements in clause 5.8 do not apply to the Company if the representations are received by it too late for it to satisfy those requirements.
- 5.10 If a copy of the representations is not so sent because they were received too late or because of the Company's default, the Member may, without affecting any right to be heard orally, require the representations be read out at the meeting.
- 5.11 Copies of the representations need not be sent out and the representations need not be read out at the meeting if the Directors are satisfied on reasonable grounds that the rights conferred by clause 5.8 are being abused to secure needless publicity for defamatory matter.
- 5.12 A special resolution of Members is required to pass the necessary resolution to remove a Member under clause 5.5.

6 No profits for members

Transfer of income or property

- 6.1 No income or property of the Company may be paid or transferred, directly or indirectly to any Member.

Payments, services and information

- 6.2 Nothing in this clause 6 prevents the payment in good faith of any of the following:
- 6.2.1 Remuneration to any officers or employees of the Company for services actually rendered to the Company (including payment of directors' fees in accordance with clause 10.1).

- 6.2.2 An amount to any Member in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual course of business.
- 6.2.3 Reasonable and proper interest on money borrowed from any Member.
- 6.2.4 Reasonable and proper rent for premises let by any Member to the Company.
- 6.3 Nothing in this clause 6 prevents the distribution of funds received by the Company to Members where the funds are provided expressly on the basis that the monies be used for the benefit of persons including Members.
- 6.4 Nothing in this clause 6 prevents the Company from providing services or information to the Members on terms which are different from the terms on which services or information are provided to persons who are not Members.

7 General meetings

Convening of meetings by Directors

- 7.1 Any Director may convene a general meeting.

Convening of meetings by Members

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

Notice of general meeting

- 7.3 Written notice of a general meeting must specify the place, the day and the hour of meeting and if the meeting is to be held in two or more places, the technology that will be used to facilitate the meeting, the general nature of the business to be transacted and any other matters as are required by the *Corporations Act*.
- 7.4 A notice of a general meeting may be given to a Member by any form of communication permitted by the *Corporations Act*, including by fax, email or other form of electronic communication agreed by that Member.
- 7.5 The accidental omission to give notice of any general meeting to, or the non receipt of a notice by, a person entitled to receive notice does not invalidate a resolution passed at the general meeting.

Cancellation of general meetings

- 7.6 The Directors may cancel a general meeting, other than a general meeting which they are required to convene and hold under the *Corporations Act*.
- 7.7 A meeting may only be cancelled in accordance with clause 7.6 if notice of the cancellation is given to all persons entitled to receive notice of the meeting at least two business days prior to the time of the meeting as specified in notice of meeting.

Quorum at general meetings

- 7.8 Business may not be transacted at a general meeting unless a quorum of Members is present at the time when the meeting proceeds to business.
- 7.9 Except as otherwise set out in this document, five Members present by approved representative or by proxy is a quorum.
- 7.10 If a quorum is not present within half an hour from the time appointed for the meeting or a longer period allowed by the Chairperson:
- 7.10.1 If the meeting was convened by or on the requisition of Members, it must be dissolved.
- 7.10.2 Otherwise, it must stand adjourned to the same day in the next week at the same time and place or to another day and at another time and place determined by the Directors.
- 7.11 If a meeting has been adjourned to another time and place determined by the Directors, not less than seven days' notice of the adjourned meeting must be given in the same manner as in the case of the original meeting.

Quorum at adjourned general meetings

- 7.12 At the adjourned meeting three Members present by approved representative or by proxy is a quorum but if a quorum is not present within half an hour after the time appointed for the meeting, the meeting must be dissolved.

Appointment of Chairperson

- 7.13 If the Directors have elected one of their number as Chairperson of their meetings, that person is entitled to preside as Chairperson at every general meeting.
- 7.14 The Directors present at a general meeting must elect one of their number to chair the meeting if either of the following applies:
- 7.14.1 A Director has not been elected as the Chairperson of Directors meetings.
- 7.14.2 The Chairperson is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act.
- 7.15 The Members present at a general meeting must elect one of their number to chair the meeting if there are no Directors present within 15 minutes after the time appointed for the holding of the meeting or all Directors present decline to take the chair.

Chairperson's powers

- 7.16 Subject to the terms of this document dealing with adjournment of meetings, the ruling of the Chairperson on all matters relating to the order of business, procedure and conduct of the general meeting is final and no motion of dissent from a ruling of the Chairperson may be accepted.

- 7.17 The Chairperson, in their discretion may expel any Member or Director from a general meeting if the Chairperson reasonably considers that the Member or Director's conduct is inappropriate behaviour. Any of the following conduct may be considered inappropriate in a general meeting:
- 7.17.1 The use of offensive or abusive language which is directed to any person, object or thing.
 - 7.17.2 Attendance at the meeting while under the influence of any kind of drug including but not limited to any alcoholic substance.
 - 7.17.3 The use or consumption of any drug by a person at the meeting.

Adjournment of meetings

- 7.18 The Chairperson may, with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting to another time and to another place.
- 7.19 The only business that may be transacted at any adjourned meeting is the business left unfinished at the meeting from which the adjournment took place.
- 7.20 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.
- 7.21 Except when a meeting is adjourned for 30 days or more, it is not necessary to give a notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting on show of hands

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

Demand for a poll

- 7.24 A poll may be demanded by either:
- 7.24.1 The Chairperson.
 - 7.24.2 Any Member entitled to vote on the resolution.
- 7.25 The demand for a poll may be withdrawn.
- 7.26 The demand for a poll does not prevent the continuance of a meeting for the transaction of business other than the question on which a poll is demanded.

- 7.27 If a poll is duly demanded, it must be taken in the manner and, except as to the election of a Chairperson or on a question of adjournment, either at once or after an interval or adjournment or otherwise as the Chairperson directs. The result of the poll is the resolution of the meeting at which the poll is demanded. In the case of an equality of votes on a show of hands, the resolution does not carry.
- 7.28 A poll demanded on the election of a Chairperson or on a question of adjournment must be taken immediately.

Confirmation of Member's approved representative

- 7.29 Prior to each meeting of Members, the Member must confirm its approved representative to the Company in the manner prescribed by the Directors as set out in the notice of the meeting.

Voting rights of Members

- 7.30 On a show of hands every Member present by their approved representative has one vote.
- 7.31 On a poll every Member present by their approved representative or by proxy or attorney has one vote.

Vote of the Chairperson at general meetings

- 7.32 The Chairperson of a general meeting is not entitled to a second or casting vote.

Objections to voter qualification

- 7.33 No objection may be raised to the qualification of a voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered.
- 7.34 An objection to the qualification of a voter must be referred to the Chairperson, whose decision is final.
- 7.35 A vote not disallowed according to an objection as provided in this document is valid for all purposes.

Mode of meeting for Members

- 7.36 A general meeting may be held using any technology that gives the Members as a whole a reasonable opportunity to participate.

Resolution in writing

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

Form of resolution in writing

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

- 7.39 If a resolution in writing is signed by a proxy of a Member, it must not also be signed by the appointing Member and vice versa.
- 7.40 In relation to a resolution in writing, a document generated by electronic means which purports to be a true copy of a resolution of Members is to be treated as a resolution in writing and a document bearing a legible copy of a signature is to be treated as signed.

8 Proxies and representatives

Proxies and representatives of Members

- 8.1 At meetings of Members each Member entitled to vote may vote by their approved representative present in person or by proxy or by attorney.
- 8.2 Subject to the terms of their appointment, a person attending as a proxy, or as the attorney of a Member, or as an approved representative of a Member has all the powers of a Member, except where expressly stated to the contrary.

Appointment of proxies

- 8.3 A Member may appoint another person as their proxy to attend and vote instead of the Member. A proxy need not be a Member.
- 8.4 A document appointing a proxy must be in writing, in any form permitted by the *Corporations Act* and signed by the Member making the appointment.

Authority of proxies

- 8.5 A document appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where the document so provides, the proxy is not entitled to vote on the resolution except as specified in the document.
- 8.6 Except as expressly provided by the document appointing a proxy, an appointment of a proxy confers authority to do all things that the Member can do in respect of a general meeting, except that the proxy is not entitled to vote on a show of hands.

Verification of proxies

- 8.7 Before the time for holding the meeting or adjourned meeting at which a proxy proposes to vote, both of the following documents must be deposited with the Company:
- 8.7.1 The document appointing the proxy.
- 8.7.2 If the appointment is signed by the appointor's attorney, the authority under which the appointment was signed or a certified copy of that authority.
- 8.8 Those documents must be either:
- 8.8.1 Received at the Office, at a fax number at the Office or at another place, fax number or electronic address specified for that purpose in the notice

convening the meeting not less than one business day before the time for holding the meeting; or

8.8.2 Produced to the Chairperson of the meeting before the proxy votes.

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

Validity of proxies

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

Revocation of appointment of proxy

8.11 A vote given in accordance with the terms of a proxy document or power of attorney is valid despite the occurrence of any one or more of the following events if no intimation in writing of any of those events has been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the document is used:

8.11.1 A Termination Event.

8.11.2 The revocation of the instrument or of the authority under which the instrument was executed.

9 Appointment and retirement of directors

9.1

Number of Directors

9.2 Until otherwise determined in accordance with this document, the number of Directors must not be less than five nor more than eleven (consisting of a maximum of nine Member Elected Directors and a maximum of two Board Appointed Directors).

9.3 The Company may, by resolution, increase or reduce the number of Directors and may also determine in what rotation the increased or reduced number is to go out of office.

Eligibility for election as a Director

9.4 A Director need not be a Member of the Company.

9.5 Other than a Board Appointed Director, a person is only eligible for election as a Member Elected Director if the person

is a nominee of a Member as a Member Elected Director, and there is no other person nominated by that Member to stand for election at the AGM in question

No Alternate Directors

9.6 Directors cannot appoint alternate directors.

Casual vacancies

9.7 The Directors or the surviving Director may at any time appoint a person to be a Director, either to fill a casual vacancy or as an addition to the existing number of Directors. The total number of Directors may not exceed the number fixed in accordance with this document.

9.8 A Member Elected Director appointed under clause 9.7 holds office only until the next annual general meeting after the appointment and is then eligible for re-election. A Board Appointed Director appointed under clause 9.7 holds office only until the next Board Meeting.

9.9 A Member Elected Director appointed under clause 9.7 must not be taken into account in determining the Member Elected Directors who are to retire by rotation at that annual general meeting.

Term of appointment of Member Elected Directors

9.10 At each annual general meeting of the Company the following Member Elected Directors must retire from office:

9.10.1 Each Member Elected Director who would otherwise have held office without re-election beyond the third AGM following the Member Elected Director's appointment, or for at least three years, whichever is the longer period; and

9.10.2 Each Director who was appointed by the Directors to fill a casual vacancy on the Board.

9.11 If clause 9.10.1 does not operate so that at least three Member Elected Directors retire at an AGM, the Member Elected Directors who have been longest in office since their last election must retire so that at least three Member Elected Directors retire. If two or more persons became Member Elected Directors on the same day, those to retire must be determined by lot unless they otherwise agree among themselves.

9.12 A Member Elected Director retiring at an annual general meeting who is not disqualified by law from being reappointed is eligible for re-election and may act as a Director throughout the meeting at which that Director retires.

Appointment of Board Appointed Directors

9.13 The Board may, in its discretion, and from time to time, appoint up to a maximum of two Directors (**Board Appointed Directors**) to serve at any one time, on the basis that they are persons whose background, skills and/or experience may be thought prudent or necessary to enhance the ability of the Board to better discharge its role and the legal duties and responsibilities of the Directors.

- 9.14 Each Board Appointed Director shall serve a term for a period of two years from the date of their appointment, but shall be eligible for reappointment for up to a maximum of six years.

Ballot for election of Member Elected Directors

- 9.15 The election of Member Elected Directors (who are not appointed as Board Appointed Directors) at each AGM shall take place in the following manner:
- 9.15.1 A postal ballot of the Members who are entitled to vote shall be held prior to the AGM and shall be conducted in the manner in accordance with these provisions and determined from time to time by the Board.
 - 9.15.2 All nominations for election as a Member Elected Director must be in writing and signed by a Member and also signed by the nominee consenting to such nomination and shall be delivered to and lodged with the Secretary not less than 30 days prior to the date fixed for the holding of the relevant AGM.
 - 9.15.3 Only persons who are eligible for election as a Member Elected Director under this Constitution (see clause 9.5) may be nominated to stand for election.
 - 9.15.4 The Board must ensure that the postal ballot is conducted in such as fashion as to enable all Members sufficient opportunity to consider all nominations.
 - 9.15.5 The Board must ensure that a sufficient period is allowed to complete the postal ballot at least seven days prior to the holding of the relevant AGM.
 - 9.15.6 At the relevant AGM, the post votes duly received by the Secretary at least seven days prior to the AGM shall be counted by the Secretary to determine the results of the election of Member Elected Directors, and the Secretary shall declare the results of the postal ballot at the AGM.
 - 9.15.7 In the event of any dispute by any member in relation to the validity or conduct of any postal ballot, such member shall within 30 days of the closing date of such postal ballot, give notice in writing to the Board stating the grounds of his or her complaint. The Board may thereupon either itself investigate the complaint or may appoint a committee for that purpose. After hearing the complaint the Board shall determine the matter and its decision thereon shall be final.

Removal from office

- 9.16 The Company may by ordinary resolution remove a Director from office. If the removed Director is a Member Elected Director, the Members may by ordinary resolution appoint another person as a replacement pursuant to the terms of this Constitution. If the removed Director is a Board Appointed Director, the Board may appoint another person as a replacement.

- 9.17 A person appointed to replace a Director removed from office must retire as a Director at the time ascertained as if the person became a Director on the day on which the Director removed from office was elected or last re-elected a Director.

Resignation of Director

- 9.18 A Director may retire from office by giving notice in writing to the Company of that Director's intention to retire. A notice of resignation takes effect at the time which is the later of the time of giving the notice to the Company and the expiration of the period, if any, specified in the notice.

Vacation of office

- 9.25 In addition to the circumstances in which the office of a Director becomes vacant by virtue of the *Corporations Act* or another provision of this document, the office of Director becomes vacant if any of the following occurs:

- 9.18.1 If the Director becomes an insolvent under administration.
- 9.18.2 If the Director becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health.
- 9.18.3 If the Director is absent without the consent of the Directors from two consecutive meetings of the Directors and the Board resolves that the office of that Director be vacated.
- 9.18.4 If the Director becomes prohibited from being a Director by reason of an order made under the *Corporations Act*.

10 Directors' remuneration

Determination of fees

- 10.1 The Directors must be paid by way of fees for their services the amounts, if any, determined from time to time by the Company in general meeting.
- 10.2 Directors' fees accrue from day to day.

Payment for expenses

- 10.3 Subject to the Company policy determined by the Directors from time to time, the Directors must be paid all travelling, accommodation, and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings or otherwise in the execution of their duties as Directors.

Payment for services

- 10.4 A Director who is called upon to perform extra services or to make a special exertion or to undertake executive or other work for the Company beyond or outside of the Director's ordinary duties or is engaged to provide any other service, may be paid a fee for those services, exertions or work.

- 10.5 The additional amount may be paid either by fixed sum or salary determined by the Directors and either in addition to or in substitution for the fees otherwise payable to the Director.

11 Powers of directors

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

12 Proceedings of directors

Convening of Directors' meetings

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

Notice of Directors' meetings

- 12.2 Notice of each meeting of the Directors must be given to each Director at least 24 hours before the meeting or at another time determined by resolution of the Directors.
- 12.3 Despite that requirement, all Directors may waive in writing the required period of notice for a particular meeting and it is not necessary to give a notice of a meeting of Directors to a Director who is out of Australia or who has been given leave of absence.

Mode of meeting for Directors

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

Quorum at Directors' meetings

- 12.5 At a meeting of Directors, the number of Directors whose presence is necessary to constitute a quorum is three or another number determined by the Directors.
- 12.6 If the number of Directors is reduced below the number necessary for a quorum of Directors, the continuing Director or Directors may act only to appoint additional Directors to the number necessary for a quorum or to convene a general meeting of the Company.

Voting at Directors' meetings

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

Appointment of Chairperson of Directors

- 12.8 The Directors may elect a Director to chair their meetings and determine the period for which the person elected is to hold office.
- 12.9 If a Chairperson has not been elected, or if at any meeting the Chairperson is not present within 15 minutes after the time appointed for holding the meeting or is unwilling to act, the Directors present may choose one of their number to chair the meeting.

Chairperson's vote at Directors meetings

- 12.10 The Chairperson has a second or casting vote at meetings of Directors.

Participation where Directors interested

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

Delegation of powers to committee

- 12.13 The Directors may delegate any of their powers to committees consisting of Directors or other persons as they think fit to act in Australia or elsewhere.
- 12.14 The exercise of a power by a committee in accordance with this document is to be treated as the exercise of that power by the Directors.
- 12.15 In the exercise of any powers delegated to it, a committee formed by the Directors must conform to the directions of the Directors.

Proceedings of committees

- 12.16 Except as provided in a direction of the Directors, the meetings and proceedings of a committee formed by the Directors must be governed by the provisions of this document, in so far as they are applicable, as if meetings and proceedings of the committee are meetings and proceedings of the Directors.

Validity of acts of Directors

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

Minutes

- 12.18 The Directors must cause minutes of all proceedings of general meetings, of meetings of the Directors and of Board committees to be entered, once confirmed, in books kept for the purpose.

- 12.19 The Directors must cause all minutes, except resolutions in writing treated as determinations of the Directors, to be signed by the Chairperson of the meeting at which the proceedings took place or by the Chairperson of the next succeeding meeting.

Circulating resolution of Directors

- 12.20 A resolution in writing signed by more than 50% of Directors, is to be treated as a determination of the Directors passed at a meeting of the Directors duly convened and held. If so signed, the resolution takes effect on the date that the last Director required to constitute a majority of Directors in favour of the resolution signs one of the documents.

Form of resolution in writing

- 12.21 A resolution in writing may consist of several documents in like form, each signed by one or more Directors.
- 12.22 In relation to a resolution in writing a document generated by electronic means which purports to be a true copy of a resolution of Directors is to be treated as a resolution in writing and a document bearing a legible copy of a signature is to be treated as signed.

13 Advisory councils

Establishment of rural and urban advisory councils

- 13.1 To facilitate the broadening of the role of the Company to include rural general practice education and training, the Board shall establish at least one Rural Advisory Council and at least one Urban Advisory Council, in accordance with this Clause 13.
- 13.2 Subject to any resolution of Members, the membership, terms of reference and meeting frequency of the Councils shall be determined by the Board.

14 Secretary

- 14.1 The Directors may appoint one or more Secretaries and may at any time terminate the appointment or appointments. The Directors may determine the terms and conditions of appointment of a Secretary, including remuneration. Any one of the Secretaries may carry out any act or deed required by this document, the *Corporations Act* or by any other statute to be carried out by the secretary of the Company.

15 Indemnity and insurance

Indemnity

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

Insurance premiums

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

16 Seals and execution of documents

Custody of Seal

- 16.1 If the Company has one, the Directors must provide for the safe custody of the Seal.

Execution of documents

- 16.2 The Company may execute a document by affixing the Seal to the document where the fixing of the Seal is witnessed by any of the following:
- 16.2.1 By two Directors.
 - 16.2.2 By a Director and the Secretary.
 - 16.2.3 By a Director and some other person appointed by the Directors for the purpose.
- 16.3 The Company may execute a document without the use of a seal if the document is signed by either of the following:
- 16.3.1 By two Directors.
 - 16.3.2 By a Director and a Secretary
 - 16.3.3 By person(s) authorised to do so by the Board.

Official seals

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

17 Gift Fund requirements

Company to maintain a Gift Fund

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

Rules applying to the Gift Fund

- 17.2 The following rules apply to any Gift Fund established and maintained by the Company:
- 17.2.1 The Gift Fund must have a name.
 - 17.2.2 The Company must maintain sufficient documents to provide evidence of the Gift Fund's purpose and operations.
 - 17.2.3 The Company must account for the Gift Fund separately within the accounts of the Company.
 - 17.2.4 The following must be credited to the Gift Fund:
 - (a) All gifts of money or property to the Company for the Principal Purpose.
 - (b) All money or property received by the Company because of those gifts.
 - 17.2.5 No other money or property may be credited to the Gift Fund.
 - 17.2.6 The Company must use any gifts, money or property of the kind referred to in clause 17.2.4 only for the Principal Purpose.

Winding up of Gift Fund

- 17.3 Despite clause 18, if the Gift Fund is wound up or the Company ceases to be a DGR for any reason, any surplus assets of the Gift Fund remaining after the payment of liabilities attributable to it must be transferred to a fund, authority or institution to which income tax deductible gifts can be made. For the avoidance of doubt, if a Gift Fund operated by the Company is wound up but the Company remains a DGR and operates any other gift fund in accordance with this clause 17, any surplus assets of the Gift Fund that is being wound up may be transferred to any other gift fund operated by the Company.

Definitions

- 17.4 In this clause 17 the following definitions apply:

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

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

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

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

18 Surplus assets on winding up or dissolution

18.1 Subject always to clause 17.3, upon the winding up or dissolution of the Company, any remaining property after satisfaction of all debts and liabilities, will not be paid to or distributed among the Members, but will be given or transferred to some other institution or company which satisfies both of the following requirements:

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

18.1.2 Its constituent documents prohibit the distribution of its income and property among its members on terms substantially to the effect of clause 6.

18.2 This is to be determined by the Members at or before the time of winding up or dissolution of the Company and, in default of any determination, by the Supreme Court of New South Wales.

19 Accounts, audit and records

Accounts

19.1 The Directors must cause proper accounting and other records to be kept in accordance with the *Corporations Act*. The Directors must distribute copies of every profit and loss account and balance sheet (including every document required by law to be attached thereto) as required by the *Corporations Act*.

Audit

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

Rights of Inspection

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

20 Notices

Persons authorised to give notices

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

Method of giving notices

- 20.3 In addition to the method for giving notices permitted by this Constitution, a notice by the Company or a Member in connection with this document may be given to the addressee by any of the following means:
- 20.3.1 By delivering it to a street address of the addressee.
- 20.3.2 By sending it by prepaid ordinary post (airmail if outside Australia) to a street or postal address of the addressee.
- 20.3.3 By sending it by facsimile or e-mail to the facsimile number or e-mail address of the addressee.
- 20.3.4 By other electronic means nominated by the Member.

Addresses for giving notices to Members

- 20.4 The street address or postal address of a Member is the street or postal address of the Member shown in the Register.
- 20.5 The facsimile number or e-mail address of a Member is the number which the Member may specify by written notice to the Company as the facsimile number or e-mail address to which notices may be sent to the Member.

Address for giving notices to the Company

- 20.6 The street and postal address of the Company is the Office.
- 20.7 The facsimile number or e-mail address of the Company is the number which the Company may specify by written notice to the Members as the facsimile number or e-mail address to which notices may be sent to the Company.

Time notice is given

- 20.8 A notice of meeting given in accordance with this document or other notice is to be taken as given, served and received at the following times:
- 20.8.1 If delivered in writing to the street address of the addressee, at the time of delivery.
- 20.8.2 If it is sent by post to the street or postal address of the addressee, on the 3rd ordinary day after posting.

- 20.8.3 If sent by facsimile or e-mail to the facsimile number or e-mail address of the addressee, at the time transmission is completed.
- 20.8.4 If sent by other electronic means nominated by a Member, the business day after the Member is notified of the notice by the electronic means.

Proof of giving notices

- 20.9 The sending of a notice by facsimile or e-mail and the time of completion of transmission may be proved conclusively by production of the relevant one of the following:
 - 20.9.1 A transmission report by the facsimile machine from which the notice was transmitted which indicates that a facsimile of the notice was sent in its entirety to the facsimile number of the addressee.
 - 20.9.2 A print out of an acknowledgment of receipt of the e-mail.

Persons entitled to notice of meeting

- 20.10 Notice of every general meeting must be given by a method authorised by this document to all of the following persons:
 - 20.10.1 Every Member.
 - 20.10.2 Every Director.
 - 20.10.3 The auditor for the time being of the Company, if any.
- 20.11 No other person is entitled to receive notices of general meetings.

21 Definitions and Interpretation

Definitions

- 21.1 In this document the following definitions apply:

Board means the board of Directors of the Company.

Board Appointed Directors means the Directors appointed to the Board, rather than being elected by and from amongst the Members, in accordance with this Constitution (see clause 9.13).

Company means GP Synergy Limited ACN 099 141 689.

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

Director means a person appointed to perform the duties of a director of the Company and for the avoidance of doubt, means a Board Appointed Director or a Member Elected Director.

Directors mean the board of directors of the Company.

Member means the entity whose name is entered in the Register as a Member of the Company.

Member Elected Directors means the Directors elected by and amongst the Members, in accordance with the Constitution (see clause 9.15.)

Office means the registered office of the Company.

Register means the register of Members kept by the Company under the *Corporations Act 2001*.

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

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

Termination Event means the appointment of a receiver to a Member or the passing of a resolution to deregister, wind-up or otherwise dissolve that Member.

Interpretation

21.2 In this document, unless the context otherwise requires:

- 21.2.1 A reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this document.
- 21.2.2 A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time.
- 21.2.3 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this document.
- 21.2.4 Where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 21.2.5 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- 21.2.6 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or public authority.
- 21.2.7 A reference to dollars or \$ means Australian dollars.
- 21.2.8 References to the word 'include' or 'including' are to be construed without limitation.

- 21.2.9 A reference to a time of day means that time of day in the place where the Office is located.
- 21.2.10 A reference to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in the place where the Office is located.
- 21.2.11 Where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day.
- 21.2.12 A term of this document which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

References to the document

- 21.3 A reference to this document, where amended, means this document as so amended.

Replaceable rules

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

Application of *Corporations Act*

- 21.5 The *Corporations Act* applies in relation to this document as if it was an instrument made under the *Corporations Act* as in force on the day when this document became the Constitution of the Company.

Exercise of powers

- 21.6 Except as specifically contemplated to the contrary in this document, the Company may, in any manner permitted by the *Corporations Act* exercise any power take any action or engage in any conduct or procedure which under the *Corporations Act* a company limited by guarantee may exercise, take or engage in if authorised by this document.