

# National Rural Health Alliance Ltd



NATIONAL RURAL  
HEALTH  
ALLIANCE LTD

## CONSTITUTION

October 2017

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# National Rural Health Alliance Ltd



## Constitution

### PART I: PRELIMINARY

#### Name

The name of the company shall be the National Rural Health Alliance Ltd and is herein referred to as “the Alliance”.

#### 1. Interpretation

(1) In this Constitution, except in so far as the context or subject-matter otherwise indicates or requires:

‘Alliance’ means the National Rural Health Alliance Ltd operating in accordance with this Constitution and incorporated under the Act;

‘CEO’ means the person appointed to act as the Chief Executive Officer;

‘Council’ means the Council of the Alliance, established in Rule 16;

‘Councillors’ means a member of the Council, appointed pursuant to Rules 17 and 18;

‘Board’ means the Board of Directors of the Alliance as established in Rule 16;

‘Board member’ means a member of the Board, elected by Council, to govern the affairs of the Alliance;

‘Directors’ means a person appointed for the time being under the provisions of this Constitution to sit on the Board and includes any substitute Director;

‘member’ and ‘Member Body’ means an organisation that is a member of the Alliance under Rule 7;

‘officer’ means an officer of the Board, namely Chairperson, Deputy Chairperson, Treasurer and Secretary;

'Secretary' means -

- (a) the person holding office under this Constitution as Secretary of the Alliance; or
- (b) where no such person holds that office - the Public Officer of the Alliance;

'the Act' means the *Corporations Act 2001* (Cth) and includes all amendments from time to time, including the *Corporations Regulations 2001* (Cth);

'special resolution' means a resolution of the members where:

- (a) it is passed at a general meeting of the Alliance, being a meeting of which at least 21 days notice, accompanied by notice of intention to propose the resolution as a special resolution, has been given to the members; and
- (b) it is passed by at least three-quarters of the votes of those members who, being entitled to vote, vote in person or by proxy at the meeting.

'rural' means all areas of Australia but does not include the area of the capital city of a State or Territory, or the areas of Townsville, the Gold Coast, Newcastle, Gosford-Wyong, Wollongong or Geelong.

(2) In this Constitution:

- (a) a reference to a clause or Rule is a reference to a provision of this Constitution;
- (b) a reference to a function includes a reference to a power, authority and duty; and
- (c) a reference to the exercise of a function includes, where the function is a duty, a reference to performance of a duty.

(3) The provisions of the Acts Interpretation Act 1901 (Cth), apply to and in respect of this Constitution in the same manner as those provisions would so apply if this Constitution were a statutory instrument within the scope of that Act.

(4) The replaceable rules in the Act do not apply to the Alliance unless repeated in this Constitution or specifically made application to the Alliance by a provision of this Constitution.

(5) The Alliance is limited by guarantee and does not have share capital.

## **PART II: PREAMBLE, VISION, OBJECTS, CORE VALUES AND CODE OF CONDUCT**

## 2. Preamble

The Alliance (also known as the 'NRHA') is a collective of national organisations which represent the consumers and providers of health services in rural and remote Australia. The NRHA is comprised of such organisations as from time to time are admitted as Member Bodies.

For the purposes of its existence and work, the NRHA defines 'health' as much more than the absence of disease.

Health is a process engaging social, mental, spiritual and physical wellbeing. It is a fundamental resource to the individual, community and to society as a whole and is a basic human right. It must be supported through sound investments into living conditions and networks of care that create, maintain and protect health regardless of geographic location (after Kickbusch, 1989<sup>1</sup>). This reflects the definition of health from the National Aboriginal Health Strategy: "Health to Aboriginal peoples is a matter of determining all aspects of their life, including control over their physical environment, of dignity, of community self-esteem and of justice. It is not merely a matter of the provision of doctors, hospital medicines or the absence of disease and incapacity" (NAHS, 1989<sup>2</sup>). Using this definition, health is not just the physical wellbeing of the individual, but the social, emotional and cultural wellbeing of the whole community, taking a whole of life view that includes the cyclical concept of life- death-life.

The NRHA advocates the provision of primary health care for all Australians. The NRHA uses a definition of primary health care that has international acceptance. For its purposes, primary health care is "essential health care based on practical, scientifically sound and socially acceptable methods and technology, made universally accessible to individuals and families in the community through their full participation, and at a cost that the community and country can afford to maintain at every stage of their development, in the true spirit of self reliance and self determination." (Alma Ata Declaration of Primary Health Care, World Health Organisation, 1988<sup>3</sup>)

This approach to primary health care recognises a continuum of care from primary care (provided at the first point of contact) to community-based programs that build the capacity of communities to provide environments that enhance health and wellbeing. The Alliance is committed to the concept of general practice as a central and co-ordinating focus for the provision of primary health care services, working in collaboration with other health professionals.

The NRHA's work recognises the importance and value of people in rural and remote areas being able to realise their full potential in their environment.

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<sup>1</sup> Kickbusch, I. (1989) A Sustainable Healthy Future: Towards an Ecology of Health. Workshop Proceedings, La Trobe University and the Commission for the Future. Melbourne.

<sup>2</sup> National Aboriginal Health Strategy, Canberra, 1989.

<sup>3</sup> World Health Organisation (1988). From Alma-Ata to the year 2000: Reflections at the Midpoint. WHO Geneva.

The Alliance's work is based on principles of social justice, equity and improved access to the range of goods, services and entitlements that impact on health status.

### **3. NRHA Vision**

The Vision of the Alliance, as the peak non-government rural and remote health organisation, is good health and wellbeing in rural and remote Australia.

### **4. NRHA Objects**

The Alliance will work with its Member Bodies:

- to identify priority needs in rural and remote health and to promote appropriate action;
- to research key issues in rural and remote health and develop knowledge about them;
- to disseminate relevant information and knowledge to those with an interest in rural and remote health;
- to provide feedback to governments on the health impact of their policies and services in rural, regional and remote communities;
- to encourage stronger organisations and population groups to recognise and support those which are vulnerable;
- to develop strategic alliances with other groups that have the potential to improve rural and remote health outcomes; and
- to undertake resourced project and contract work that supports the vision of the Alliance.

### **5. NRHA Core Values**

- The Alliance represents the views of its Member Bodies and values their diversity. In its work it emphasises the common ground between all Member Bodies and it has regard to the primary purpose of its existence, which is to improve the health status of people who live in rural and remote Australia.
- People living in rural and remote communities should be able to participate fully in decisions affecting their health and wellbeing.
- All Australians should have equitable access to appropriate health services, regardless of their geographical location or ability to pay.

- Funding models for rural and remote health services should support a primary health care approach, and should ensure equity of access to medical and other health services.
- The Alliance recognises that solutions to rural and remote issues may differ from time to time and place to place.
- The Alliance believes that health status and access to health services are human rights issues.
- The Alliance takes a broad view of the determinants of health.
- The Alliance’s role includes “enabling, mediating, and advocating” (World Health Organisation, 1986<sup>4</sup>) for, with and on behalf of its Member Bodies.
- The Alliance recognises that the health of all depends on strong partnerships among individuals, groups, organisations and governments in metropolitan, rural and remote Australia.
- If Member Bodies have differing opinions on policy issues they will be dealt with on a case-by-case basis in an open and constructive fashion within the Alliance.
- All representations made on behalf of the Alliance, whether by Council, staff or duly appointed representatives, will reflect consensus, where it exists. Whenever necessary, Alliance representatives will make it clear that Member Bodies have differing opinions. The Alliance respects the right of Member Bodies to hold independent views. When there are specific inquiries about differing opinions, they will be referred to Member Bodies.

## 6. Code of Conduct

- The Alliance will act with integrity, honesty and transparency.
- The Alliance will encourage mutual respect among its Member Bodies involved in its activities.
- The Alliance will work collaboratively and encourage collaboration by stakeholders in rural and remote health.
- The Alliance will assume a leadership role with respect to rural and remote health issues.

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<sup>4</sup> The Alliance’s approach to its work will reflect the recommended strategies in the World Health Organisation (1986) Ottawa Charter for Health Promotion. For example: the Alliance will *advocate* for health related policies that promote environments supportive to the health of all Australians; it will work to develop opportunities that *enable* communities and individuals to achieve their health potential; and, it will *mediate* between the different interests of its member bodies, governments, groups and individuals in the pursuit of its vision and mission.

## **PART III: MEMBERSHIP**

### **7. Membership of the Alliance**

- (1) The Foundation Members of the Alliance are those that were Members at the first formal AGM, held on 14 February 1993. They are (in alphabetical order) AARN, ACHSE, ANF, ARRAHT ('ACAHP'), ATSIC ('consumers'), CRANA, CWAA, HCRRA ('consumers'), NACCHO ('Aboriginal Health Workers'), RDAA, RFDS and the RACGP. These Foundation Members shall be subject to the same regulations pertaining to cessation and re-accreditation as all others, detailed in Rule 8.
- (2) An organisation that fulfils one or more of the following criteria may apply to be admitted to membership of the Alliance:
  - (a) the organisation is an autonomous national rural and/or remote health body;
  - (b) the organisation is a rural and/or remote sub-group of a national health body;
  - (c) the organisation is a national rural and/or remote body, not concerned primarily with health, but with a demonstrated current interest in rural and/or remote health.
- (3) An organisation that is principally concerned with the study or treatment of a single disease shall be eligible to be admitted to membership of the Alliance if, in the opinion of the Board, there are special circumstances that warrant it.
- (4) New membership of the Alliance is at the absolute discretion of the Board of the Alliance, guided by the recommendation of the Council.
- (5) Member Bodies agree to conduct themselves in accordance with the Alliance's Vision, Objects, Core Values, and Code of Conduct. Member bodies also agree in writing to provide a guarantee (of the kind referred to in Rule 13(1)) to defray such debts and liabilities of the Alliance, and the costs, charges and expenses of winding up, upon its winding up or dissolution.
- (6) An organisation that is eligible to be admitted to membership of the Alliance may lodge with the Secretary or a member of the paid staff of the Alliance a written application, in the form as agreed from time to time by the Board of the Alliance.
- (7) Each written application will be circulated to all Councillors before the Council meeting at which it is to be considered. Council will be guided by the criteria for membership and Rules 7(9)(a) to 7(9)(f) below.
- (8) Subject to Rule 7(9), an application for membership of the Alliance shall be put to a ballot and a recommendation made by a majority of the members of the Council, with the ballot open to members unable to be represented in person at the meeting.

- (9) In deciding whether to recommend to the Board admission of an organisation to membership of the Alliance, the Council shall consider the following matters:
- (a) whether the organisation is eligible to be admitted to membership of the Alliance under Rules 7(2) and 7(3);
  - (b) the importance of ensuring, so far as practicable, that the greater number of the members of the Alliance will, at any time, fall within Rules 7(2)(a) and 7(2)(b);
  - (c) whether, in the case of an organisation qualifying for membership under Rule 7(2)(b), the sub-group through its activities represents the interests of the rural and remote members of the organisation;
  - (d) the potential benefit that would accrue to rural health through membership in the Alliance of the applicant organisation, including through its ability to contribute to the work of the Alliance and the Alliance's ability to enhance the applicant organisation's own capacity for working to improve rural health;
  - (e) the size, history, culture and activities of the organisation; and
  - (f) whether the organisation would be willing to meet some or all of the expenses it would incur in arranging for a representative to attend meetings of the Council, the Annual General Meeting, and other functions organised by the Alliance.

## **8. Cessation of Membership and Re-accreditation of Members**

- (1) An organisation ceases to be a member of the Alliance if the organisation:
- (a) resigns from membership under Rule 10;
  - (b) is expelled from membership under Rule 14;
  - (c) has been unfinancial for a period of six (6) months;
  - (d) is wound up; or
  - (e) has not been re-accredited under Rule 8(2).
- (2) Members and Member Bodies shall be re-accredited at least every three years, using a process based on their self-evaluation using a prescribed form agreed from time to time by the Board. Each Member Body will be asked to determine whether it continues to meet the criteria for membership set in the Constitution and the responsibilities to be fulfilled through its delegate to Council. Member Bodies who do not submit a re-accreditation form by the due date will be asked to show cause why their membership should not be discontinued.

- (3) Where an organisation ceases to be a member, the Secretary or the Alliance's paid staff shall make an appropriate entry in the Register of Members recording the date on which the member ceased to be a member.

## **9. Membership Entitlements and Obligations Not Transferable**

- (1) Members shall have the right to attend and vote at general meetings of the Alliance and to receive all such notices as are required to be served on members under the Act.
- (2) A right, privilege or obligation which an organisation has by reason of being a member of the Alliance:
  - (a) is not capable of being transferred or transmitted to another organisation; and
  - (b) terminates upon cessation of the organisation's membership, except as outlined in Rule 10(2).

## **10. Resignation of Membership**

- (1) A member may resign from membership of the Alliance by written notice to the Secretary.
- (2) Resignation or cessation of a member does not prejudice the right of the Alliance to recover from that member any debt owed by the member to the Alliance, or any other property of the Alliance held by the member, at the date of resignation.

## **11. Register of Members**

- (1) The Secretary of the Alliance or the Alliance's paid staff shall establish and maintain a Register of Members of the Alliance specifying the name and address of each member of the Alliance, together with the date on which that party became a member.
- (2) The Register of Members shall be kept at the registered office of the Alliance and shall be open for inspection, free of charge, by any member of the Alliance at any reasonable hour.
- (3) If a member requests that any information contained on the register about the member (other than the member's name) not be available for inspection, that information must not be made available for inspection.
- (4) A member must not use information about another member obtained from the Register of Members to contact or send material to the other member, other than for:

- (a) the purposes of sending the member a newsletter, a notice in respect of a meeting or other event relating to the company or other material relating to the company, or
- (b) any other purpose necessary to comply with a requirement of the Act.

## **12. Membership Fees and Expenses**

- (1) The membership fee that is payable by a member for a financial year is the amount as is fixed by an Annual General Meeting.
- (2) Unless the Board decides otherwise, a member shall be required to meet all expenses incurred by the member in arranging for a representative of the member to attend meetings of the Council, the Annual General Meeting, and other functions organised by the Alliance.

## **13. Members' Liabilities**

- (1) Every organisation who is or has been a member undertakes to contribute to the assets of the Alliance in the event of the Alliance being wound up while he, she or it is a member, or within one year of ceasing to be a member, such amount as may be required not exceeding ten dollars (\$10.00).
- (2) The liability of a member of the Alliance to contribute towards the payment of the debts and liabilities of the Alliance or the costs, charges and expenses of the winding up of the Alliance is limited to:
  - (a) the amount, if any, unpaid by the member in respect to membership of the Alliance as required by Rule 12; and
  - (b) the amount of the guarantee set out in Rule 13(1).

## **14. Disciplining of Members**

- (1) The Board may cancel the membership of a member which, in the opinion of the Board, has acted in a way contrary to the best interests of the Alliance.
- (2) Before the Board decides whether to cancel the membership of a member, the Secretary must cause a notice in writing to be served upon the member:
  - (a) setting out the matters to which the Board's consideration relates;
  - (b) stating that the member may address the Board at a meeting to be held not earlier than 14 days and not later than 28 days after the service of the notice;
  - (c) stating the date, place and time of that meeting; and

- (d) informing the member that the member may do either or both of the following:
  - (i) attend and speak at that meeting;
  - (ii) submit to the Board at or prior to the date of that meeting written representations relating to the matters before the Board.
- (3) At a meeting of the Board held as referred to in Rule 14(2), the Board shall:
  - (a) give to the member an opportunity to make oral representations;
  - (b) give due consideration to any written representations submitted to the Board by the member at or prior to the meeting; and
  - (c) by resolution, determine whether to cancel the membership of the member.
- (4) Where the Board makes a decision under Rule 14(3) to cancel the membership of a member, the Secretary shall, within 7 days of the Board's decision, by notice in writing inform the member of the fact and of the member's right of appeal under Rule 15.
- (5) A decision by the Board under Rule 14(4) does not take effect:
  - (a) until the expiration of the period within which the member is entitled to appeal against the decision where the member does not exercise the right of appeal within that period; or
  - (b) where within that period the member exercises the right of appeal, unless and until the Council confirms the decision pursuant to Rule 14(4).

#### **14A. Right of Appeal of Disciplined Member**

- (1) A member may appeal to the Council against a decision of the Board under Rule 14(3), within 7 days after notice of the decision.
- (2) Upon receipt of a notice from a member under Rule 14A(1), the Secretary shall notify the Board which shall convene a meeting of Council of the Alliance to be held within 21 days after the date on which the Secretary received the notice.
- (3) At a meeting of the Council convened under Rule 14A(2),
  - (a) no business other than the question of appeal shall be transacted;
  - (b) the Board and the member shall be given the opportunity to state their respective cases orally or in writing, or both; and

- (c) the Councillors shall vote by secret ballot on the question of whether the decision should be confirmed.
- (4) If a meeting of the Council approves a motion to confirm a decision of the Board, the decision is confirmed.

## **15. Internal disputes**

- (1) A dispute between a member and another member (in their capacity as members) of the Alliance, or a dispute between a member or members and the Alliance, are to be referred to a community justice centre for mediation under the Community Justice Centres Act 1983 (NSW).
- (2) If a dispute is not resolved by mediation within 3 months of the referral to a community justice centre, the dispute is to be referred to arbitration.
- (3) The Commercial Arbitration Act 1984 (NSW) applies to any such dispute referred to arbitration.

## **PART IV: STRUCTURE**

### **16. Composition of Alliance**

- (1) The Alliance is comprised of such organisations as are admitted as Member Bodies from time to time according to this Constitution.
- (2) There will be
  - (a) the Council of the Alliance, comprised according to the Rules in Part V;
  - (b) the Board of the Alliance (Part VI); and
  - (c) Friends of the Alliance (Part VII).

## **PART V: COUNCIL OF THE NATIONAL RURAL HEALTH ALLIANCE**

### **17. Council of the National Rural Health Alliance – representation by members of the Alliance**

- (1) Council of the Alliance provides all Member Bodies with the opportunity to engage on an equal footing in the Alliance's work. Council is ultimately responsible for selecting the issues on which the information and policy work focuses, and for developing the organisation's views, and recommending those for final determination by the Board.
- (2) Each organisation that is a member of the Alliance shall be represented on the Council by a person appointed under this section. The other automatic Member of the Council will be the Chair of the Friends of the Alliance.

- (3) Prior to each Annual General Meeting, a member may nominate in writing to the Secretary the name of a person who shall be the representative of the member in the meetings of the Council for a period commencing at the Annual General Meeting and ending at the next Annual General Meeting.
- (4) Where the representative of a member vacates that position before an Annual General Meeting, the member may nominate in writing to the Secretary the name of another person who shall be the representative of the member until the next Annual General Meeting.
- (5) A Member Body's delegate to Council shall be a person who principally lives and works in a rural area or who has a demonstrated capacity to represent the rural interests of the Member Body.

#### **18. Council of the National Rural Health Alliance – co-option of additional members**

- (1) The Council may recommend co-option to membership of the Council of up to three individuals it judges will enhance substantially the organisation's work towards its Objects.
- (2) A person who is co-opted to membership of the Council under this Rule shall be a member of the Council until the following AGM, but may be re-admitted to membership in a succeeding year.
- (3) Unless the Board decides otherwise, a person who is co-opted to Council under this Rule –
  - (a) shall not be required to pay an annual membership fee under Rule 12;
  - (b) shall not be liable to contribute towards payment of the debts and liabilities of the Alliance under Rule 13;
  - (c) shall be eligible to be elected to the Board under Rule 28, 29 and 30;
  - (d) shall be liable to be removed from membership of the Council, in accordance with the procedure that applies to the removal of a Board member under Rule 33; and
  - (e) has the same rights to participate in the meetings of the Council and the activities of the Alliance as other members of the Council.

#### **19. Appointment of Proxies**

- (1) Each Council member referred to in Rule 18 shall be entitled to appoint another member as proxy by notice given to the Secretary or their nominated representative before the time of the meeting in respect of which the proxy is appointed.

## **20. Annual General Meeting**

- (1) An Annual General Meeting of the Alliance shall be held within 6 months of the expiration of the financial year of the Alliance at such place and time as the Board determines.
- (2) Unless the Board otherwise decides, the Annual General Meeting shall be held as a face-to-face meeting.
- (3) In addition to any other business which may be transacted at an Annual General Meeting, the business of an Annual General Meeting shall be:
  - (a) to confirm the minutes of the last preceding Annual General Meeting and of any general meeting held since that meeting;
  - (b) to receive from the CEO, Chairperson, Treasurer and Secretary reports upon the activities of the Alliance during the preceding financial year;
  - (c) in an election year (i.e. every second AGM), to elect the officers of the Board and three ordinary Board members (or four Board members if the Immediate Past Chairperson chooses not to continue as a Board member);
  - (d) to note admissions to membership of the Alliance since the previous AGM;
  - (e) to set the membership fee for the following financial year;
  - (f) to receive and consider any financial statement or report required to be submitted to members under the Act;
  - (h) to appoint or re-appoint the Alliance's Public Officer;
  - (i) to receive and consider the financial and auditor's reports (if required by the Act); and
  - (j) to elect an auditor (if required by the Act).
- (4) An Annual General Meeting shall be specified as such in the notice convening it.

## **21. Meetings of the Council and Meetings of the Members**

- (1) The Council shall meet at least three times in each year.
- (2) A meeting of the Council may be held as a face-to-face meeting, by teleconference, or video-conference or by means of any technology that gives each of the members of the Council a reasonable opportunity to participate.

- (3) The Board may, at any time, convene a meeting of the Council or a meeting of members.
- (4) The Board shall, on the requisition in writing of not less than 25% of the total number of Members, convene a meeting of the Council or a meeting of members (as applicable).
- (5) A requisition for a meeting of the Council or a meeting of members:
  - (a) shall state the purpose or purposes of the meeting;
  - (b) shall be signed by the members making the requisition;
  - (c) shall be lodged with the Secretary; and
  - (d) may consist of several documents in a similar form, each signed by one or more of the members making the requisition.
- (6) If the Board fails to convene a meeting of the Council or the meeting of members (as applicable) to be held within the month after the date on which a requisition of members for the meeting is lodged with the Secretary, any one or more of the members who made the requisition may convene a meeting of the Council or the meeting of members (as applicable) to be held not later than three months after that date.
- (7) A special meeting convened by a member or members as referred to in Rule 21(6) shall be convened as nearly as is practicable in the same manner as meetings are convened by the Board and any member who thereby incurs expense in convening the meeting is entitled to be reimbursed by the Alliance for any expense so incurred.

## **22. Notice**

- (1) Except where the nature of the business proposed to be dealt with at a meeting of the Council or at a meeting of the members requires a special resolution of the Alliance, the Secretary or the Alliance's paid staff shall, at least 7 days before the date fixed for the holding of a meeting, cause to be sent to each member of the Council or each member (as applicable) a written notice specifying the place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.
- (2) Where the nature of the business proposed to be dealt with at a meeting of the Council or at the meeting of members requires a special resolution of the Alliance, the Secretary or the Alliance's paid staff shall, at least 21 days before the date fixed for the holding of the meeting, cause notice to be sent to each member in the manner provided in Rule 22(1) specifying, in addition to the matter required under Rule 22(1), the intention to propose the resolution as a special resolution.
- (3) A member of the Council or a member (as applicable) desiring to bring any business before a meeting of the Council or a meeting of members (as

applicable) may give notice in writing of that business to the Secretary or the Alliance's paid staff, who shall include that business in the next notice calling a meeting of the Council or calling the meeting of members (as applicable) given after receipt of the notice from the member.

### **23. Procedures**

- (1) No item of business shall be formally transacted at a meeting of the Council or a meeting of members unless a quorum of members entitled under this Constitution to vote is present during the time the meeting is considering that item.
- (2) One half of the members of the Council, plus one, constitute a quorum for the transaction of the business of a meeting of the Council.
- (3) One half of the members, plus one, constitute a quorum for the transaction of the business of a general meeting of members.
- (4) If within half an hour after the appointed time for the commencement of a meeting of the Council or the meeting of members (whichever is applicable) a quorum is not present, the meeting if convened upon the requisition of members shall be dissolved and in any other case may stand adjourned to a time and place agreed by those present and specified by the person presiding at the meeting and/or communicated by written notice to members before the day to which the meeting is adjourned.
- (5) If at the adjourned meeting a quorum as defined in Rule 23(2) or Rule 23(3) (as applicable) is not present within half an hour after the time appointed for the commencement of the meeting, the Council meeting or general meeting lapses.

### **24. Presiding Member**

- (1) The Chairperson shall preside at each meeting of the Council, and meeting of members, at which he or she is present.
- (2) If the Chairperson is absent from a meeting of the Council or a meeting of members, or is unwilling to act, the Deputy Chairperson shall preside at the meeting. If the Deputy Chairperson is absent from a meeting of the Council or a meeting of members, or is unwilling to act, the members present shall elect one of their number to preside at the meeting.

### **25. Adjournment**

- (1) The person chairing a meeting of the Council or a meeting of the members (whichever is applicable) at which a quorum is present may, with the consent of the majority of members present at the meeting, adjourn the meeting from

time to time and place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

- (2) Where a meeting of the Council or a meeting of the members is adjourned for 14 days or more, the Secretary or the Alliance's paid staff shall give written or oral notice of the adjourned meeting to each member of the Council or to each member (as applicable) stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.
- (3) Except as provided in Rules 25(1) and 25(2) notice of an adjournment of a meeting of the Council, a meeting of members, or of the business to be transacted at an adjourned meeting is not required to be given.

## **26. Voting and Decisions at Meetings of the Council and Members**

- (1) At a meeting of the Council, each member of the Council has one vote. At a meeting of members, each member has one vote.
- (2) Any question arising at a meeting of the Council or a meeting of members shall be decided by a majority of the members present in person or by proxy and voting. In the event of an equality of votes, the person presiding at the meeting has a second or casting vote.
- (3) A vote shall be given personally or by proxy, but no member shall hold more than 3 proxies.
- (4) A member or proxy is not entitled to vote at a meeting of the Council or a meeting of members unless all money due and payable by the member to the Alliance has been paid, including the amount of the annual subscription payable in respect of the then current year.
- (5) A question arising at a meeting of the Council or at a meeting of members shall be determined on a show of hands or voices of those entitled to vote and, unless before or on the declaration of the show of hands or voices a poll is demanded, a declaration by the Chairperson that a resolution had, by a show of hands or voices or by poll, been carried or carried unanimously or carried by a particular majority or lost, then an entry to that effect in the minute book of the Alliance is evidence of the fact without proof of the number or proportion of the votes recorded in favour or against that resolution.
- (6) At a meeting of the Council or at a meeting of members, a poll may be demanded by the Chairperson or by not less than 3 members present in person or by proxy at the meeting.
- (7) Where a poll is demanded, the poll shall be taken:
  - (a) immediately in the case of a poll which relates to the election of a Chairperson of the meeting or to the question of an adjournment; or

- (b) in any other case, in such manner and at such time before the close of the meeting as the Chairperson directs, and the resolution of the poll on the matter shall be deemed to be the resolution of the meeting on that matter.
- (8) The Alliance may hold a postal ballot to determine any issue or proposal other than an appeal under Rule 14A.

## **27. Appointment of Proxies**

- (1) A person who represents a member of the Alliance in the meetings of the Council or in a general meeting of members, and who is unable to attend that meeting, may appoint as a proxy either another member of the Council or a person who is a member of the organisation that is a member of the Alliance.
- (2) The appointment of a person as a proxy shall be in writing and given to the Secretary or their nominated representative at or before the start of the meeting.

## **PART VI: THE BOARD**

### **28. Board**

- (1) The following people comprise the Board and are Directors of the organisation:
  - (a) the Chairperson;
  - (b) the Deputy Chairperson;
  - (c) the Secretary;
  - (d) the Treasurer;
  - (e) assuming that she or he agrees, the Chairperson immediately prior to the election of the current Chairperson;
  - (f) three ordinary Directors;
  - (g) (if the person referred to in Rule 28(1)(e) is not willing to continue as a Board member) – one other ordinary Director; and
  - (h) two Moderators, appointed by the eight elected Directors in accordance with Rule 30.
- (2) A person is not eligible to be a Director unless he or she is a member of the Council.
- (3) Directors, including Moderators, shall be eligible for election and re- election for no more than three (3) consecutive terms.

## **29. Election of Directors**

- (1) The Directors referred to in Rules 28(1)(a), 28(1)(b), 28(1)(c), 28(1)(d), 28(1)(e) and (if applicable) 28(1)(g), are to be elected at every second Annual General Meeting and hold office, subject to this Constitution, for a minimum term of two years, until the next Annual General Meeting following the expiry of that term.
- (2) The Directors serving at the time of the adoption of this document as the Constitution of the Alliance will consist of the 'First Board' and shall serve according to the terms on which they took office. Where a seat on the First Board becomes vacant, any replacement Board member shall serve only until the next Annual General Meeting and be elected pursuant to Rules 29(1) and (2).
- (3) The election of Board members referred to in Rule 29(1) shall be by ballot, in such manner as the Chairperson or other person chairing the meeting directs.
- (3) Each member present at the Annual General Meeting in which elections are being held, in person or by proxy, has one vote in respect of each position to be filled under this Rule.
- (4) A Board member may be re-elected subject to the provisions of Rule 28(3) relating to the maximum number of consecutive years in office.

## **30. Appointment of Moderators**

- (1) The eight elected Board members will, at any meeting held after the Annual General Meeting, appoint two persons to fill the positions of Moderator referred to in Rule 28(1)(h).
- (2) Persons appointed as Moderators shall be members of the Board until the next Annual General Meeting at which elections are being held.
- (3) In appointing the two Moderators, the elected Board members shall be guided by the principle that Board membership should be determined by the skills of individuals and the skills-mix and experience of the Board as a whole, once constituted.
- (4) Persons appointed as Moderators have the same rights and responsibilities as the other Board members.

## **31. Powers of Board**

Subject to the Act, this Constitution and to any resolution passed by the Alliance in general meeting:

- (1) The affairs and property of the Alliance are governed by the Board, which is responsible for maintaining a strategic focus on the Alliance's sustainability and direction.
- (2) The Board may do any act or thing that they consider necessary or convenient for the purpose of governing the affairs and property of the Alliance, other than an act or thing that, under this Constitution, is required to be done by a meeting of the Council.
- (3) The Board must ensure that the provisions of the Act and this Constitution are complied with in relation to the Alliance.
- (4) The Board may appoint committees to perform such functions on behalf of the Board as the Board thinks fit and may give directions as to the procedures to be followed by a committee.
- (5) A person shall not be appointed to a committee unless the person is a member of the Council, or a member of an organisation that is a member of the Alliance.
- (6) The Board may:
  - (a) co-opt the services of any person to assist the Board in the performance of its functions; or
  - (b) authorise a committee to co-opt the services of any person to assist the committee in the performance of its functions,

but a person so co-opted does not have power to vote on any matter being considered by the Board or the committee.

Unless otherwise stipulated in this Constitution, the rules regarding Chairperson's presiding role, meeting procedures, notices, adjournment, voting and proxies for Board meetings are the same as for Council meetings and meetings of members.

## **32. Vacation of office**

- (1) Subject to Rule 32(2), an office becomes vacant if the officer:
  - (a) dies; or
  - (b) ceases to be eligible to be elected to the office held, in accordance with Rules 14 and 15; or
  - (c) becomes an insolvent within the meaning of the Act; or
  - (d) resigns from the office by written notice given to the Secretary; or
  - (e) becomes of unsound mind; or
  - (f) is absent from more than 3 consecutive meetings of the Board without the consent of the Board; or

(g) holds an office of profit in the Alliance.

- (2) An office does not become vacant under Rules 32(1)(c), 32(1)(e), 32(1)(f) or 32(1)(g) until the Board, after having given to the officer written notice stating that they are proposing to consider declaring the office to be vacant, setting out the matters to which their consideration relates and giving to the officer a reasonable opportunity to make submissions on the matter, declare the office to be vacant.

### **33. Removal of a Board member**

- (1) The members of the Council may, at a meeting of the Council, by a two thirds majority remove any Board member from office before the expiration of that person's term of office.
- (2) Notice of a proposed resolution to remove a Board member from office shall be given in writing to the Board member at least 7 days before the meeting of the Council at which the resolution is to be considered.
- (3) Where the Board member to whom a proposed resolution referred to in Rule 33(1) relates makes representations in writing to the Secretary or Chairperson and requests that the representations be notified to the other members of the Council, the Secretary or the Chairperson shall send a copy of the representations to each member of the Council. The Board member is entitled to request that representations be read out at the meeting at which the resolution is considered.

### **34. Casual vacancies**

- (1) Where a Board position becomes vacant, or is not filled at the Annual General Meeting, the Board may appoint to that position a person who is eligible to be a Board member.
- (2) The Board continues to function despite any vacancies.
- (3) A person appointed as a Board member under this Rule holds office, subject to this Constitution, until the next Annual General Meeting at which elections are scheduled to be held.

### **35. Meetings of Board**

- (1) A meeting of the Board may be held as a face-to-face meeting, by teleconference, video-conference, or by means of any technology that gives each of the members of the Board a reasonable opportunity to participate, or in accordance with sub-Rules 35(9) or 35(10).

- (2) The Board is to hold such meetings as are necessary for the efficient performance of its functions, but shall hold at least three meetings in each period of 12 months.
- (3) The Chairperson:
  - (a) may, at any time, convene a meeting; and
  - (b) must, on receipt of a written request signed by at least 2 other officers, convene a meeting.
- (4) The Secretary, or an employed staff member of the Alliance, shall give oral or written notice of a meeting to each Board member at least 7 days (or such other period as may be unanimously agreed upon by the Board) before the date of the meeting, and the notice shall specify the general nature of business to be transacted at the meeting.
- (5) The Chairperson is to preside at all meetings at which he or she is present. In the absence of the Chairperson, the Deputy Chair will preside. If the Deputy Chairperson is also absent or is unwilling to act, the members present will elect one of their number to preside at the meeting.
- (6) At a meeting of the Board 6 members form a quorum.
- (7) Questions arising at a meeting are to be determined by a majority of the votes of the Board members present and voting.
- (8) The member presiding at a meeting has a deliberative vote and, if the votes are equal, also has a casting vote.
- (9) If a majority of the Board members sign a document containing a statement that they are in favour of a resolution of the Board in terms set out in the document, a resolution in those terms shall be deemed to have been passed at a duly constituted meeting of the Board held on the day on which the document was signed or, if the members sign the document on different days, on the day on which the document was last signed by a member.
- (10) For the purposes of Rule 35(9), two or more separate documents containing statements in identical terms each of which is signed by one or more members shall together be deemed 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.
- (11) The minutes of a meeting shall be presented for adoption at the meeting next following, and if adopted shall be signed by the person chairing the meeting.
- (12) Any act or thing done or suffered, or purported to have been done or suffered, by the Board or by a committee appointed by the Board, is valid and effectual notwithstanding any defect that may afterwards be discovered in the appointment or qualification of any Board member or a committee.

### **36. Disclosure of interests of Board members**

- (1) A Board member who has a direct or indirect pecuniary interest in a matter being considered or about to be considered by the Board or who has a 'material personal interest' in any matter that relates to the affairs of the Alliance (pursuant to section 191 of the Act) must, as soon as practicable after the relevant facts have come to the member's knowledge, disclose the nature of the member's interest to a meeting of the Board.
- (2) A disclosure under Rule 36(1) is to be recorded in the minutes of the meeting and the member must not, unless the Board otherwise determines:
  - (a) be present during any deliberation of the Board with respect to that matter; or
  - (b) take part in any decision of the Board with respect to that matter.
- (3) For the purpose of the making of a determination by the Board under Rule 36(2) in relation to a member who has made a disclosure under Rule 36(1), a member who has a direct or indirect pecuniary interest, or a material personal interest in the matter to which the disclosure relates must not:
  - (a) be present during any deliberation of the Board for the purpose of making the determination; or
  - (b) take part in the making by the Board of the determination.

### **37. Secretary**

- (1) The Secretary shall, as soon as practicable after being appointed to that office, lodge notice with the Alliance of his or her address.
- (2) The duties of the Secretary shall be agreed by motion of the Board, and shall include responsibility for ensuring that:
  - (a) all correspondence is dealt with promptly;
  - (b) the Register of Members is current and available for inspection;
  - (c) any correspondence deemed by the Board to be of interest to the Board is distributed accordingly; and
  - (d) minutes are taken and held of
    - (i) all appointments of officers and Board members, and admissions of Member Bodies and acceptance of their delegates;
    - (ii) the names of members present at meetings of the Council, of the members, and of the Board; and

- (iii) all proceedings at meetings of the Council, of the members, and of the Board.

### **38. Treasurer**

Without derogating from the duties of the Directors pursuant to the Act, it is the duty of the Treasurer to ensure that:

- (1) all money due to the Alliance is collected and received and that all payments authorised by the Alliance are made; and
- (2) correct books and accounts are kept showing the financial affairs of the Alliance including full details of all receipts and expenditure connected with the activities of the Alliance.

## **PART VII: FRIENDS OF THE ALLIANCE**

### **39. Friends of the Alliance**

- (1) There shall be a society called "Friends of the Alliance".
- (2) Membership of the society shall be open, in accordance with rules made by the society, to any person or organisation that is interested in improving the health of people in rural and remote areas, and rural and remote health services and programs in Australia.
- (3) The functions of Friends of the Alliance are:
  - (a) to promote and facilitate communication on rural and remote health issues among the Alliance, the community, people working in the field of rural and remote health, and government agencies;
  - (b) to increase awareness of issues relating to the improvement of health outcomes for people living in rural and remote areas;
  - (c) to engage in activities that raise funds for the Alliance; and
  - (d) to carry out such other functions as are assigned to the society by the Council.
- (4) The financial transactions and financial affairs of the society form part of the financial transactions and financial affairs of the Alliance.
- (5) Subject to any by-laws made for the purposes of Rule 39(6), the Chairperson of the Alliance may, at any time, convene a meeting of the society.
- (6) Unless the Board otherwise determines, a meeting of the society shall be held at the biennial National Rural Health Conference.

- (7) The Board may make by-laws, not inconsistent with this Constitution, for the management of the affairs of the society, including by-laws that provide for:
  - (a) the election of a committee to manage the affairs of the society; and
  - (b) the opening, keeping and operation of a bank account for the purposes of the society.
- (8) The Secretary must give written notice to all members of the making, alteration or revocation of a by-law under Rule 39(7).
- (9) Subject to Rule 39(10), a by-law comes into force at the end of 14 days after the day on which notice is given.
- (10) Where the Secretary receives within the period referred to in Rule 39(9) a request under Rule 21(4) to convene a meeting of the Council for the purpose of considering a decision of the Board to make, alter or revoke a by-law, the by-law does not come into force, and the meeting of Council may decide to make, alter or revoke the by-law.

## **PART VIII: MISCELLANEOUS**

### **40. Financial Year**

The financial year of the Alliance shall be the period of 12 months starting on 1 July each year.

### **41. Insurance**

- (1) The Alliance may effect and maintain insurance.

### **42. Funds - Source**

- (1) The funds of the Alliance shall be derived from entrance fees and annual membership subscriptions, donations, grants, interest on money invested, and from the proceeds of any activity engaged in or any other thing done by the Alliance in furthering its objects.
- (2) All money received by the Alliance shall be deposited as soon as practicable, and without deduction, to the credit of the Alliance's bank account.
- (3) The Alliance shall, as soon as practicable after receiving any money, issue an appropriate receipt.

### **43. Funds - Management**

- (1) Subject to Rule 43B, the funds of the Alliance shall be used in pursuance of the objects of the Alliance in such manner as the Board determines.
- (2) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments shall be signed by one or two signatories, as determined by the Board from time to time; one of the signatories shall be the CEO.

#### **43A. Not for profit status**

- (1) The Alliance's income and property must be applied solely towards promoting the Alliance's objects.
- (2) No part of the income or property may be paid, transferred or distributed, directly or indirectly, by way of dividend, bonus, or other profit distribution, to any of the members, Councillors or Directors.

#### **43B. Establishment and operation of a Gift Account**

##### **43B.1 Maintaining a Gift Account**

The Alliance must maintain a management account (Gift Account):

- (1) to identify and record Gifts and Deductible Contributions;
- (2) to identify and record any money received by the company because of those  
     Gifts and Deductible Contributions;  
     and
- (3) that does not record any other money or property.

##### **43B.2 Limits on use of Gift Account**

The Alliance must use the Gift Account only for its principal purpose.

##### **43B.3 Winding up or ceasing to be endorsed as a deductible gift recipient**

- (1) Upon
  - (a) the winding up of the Alliance; or
  - (b) the Alliance ceasing to be endorsed as a deductible gift recipient under Subdivision 30-BA of ITAA 97,

whichever is earlier, any surplus Gifts and Deductible Contributions and money received by the company because of those Gifts and Deductible Contributions must be transferred to an institution:

- (c) which is charitable at law;
  - (d) whose constitution prohibits distributions or payments to its members and directors (if any) to an extent at least as great as is outlined in Rule 6A; and
  - (e) gifts to which are deductible under Division 30 of ITAA 97 on the basis that it is characterised as a health promotion as described in item 1.1.6 of the table in section 30-20.
- (2) The identity of the institution referred to in Rule 43B.3(a) must be decided by the Board of the Alliance at or before the time of winding up of the Alliance or no later than 90 days of it ceasing to be so endorsed and, if the members do not decide, by the Supreme Court of NSW.

#### **43B.5 Receipts**

Receipts for Gifts or Deductible Contributions must state the information required in the applicable provisions of the ITAA 97.

#### **43B.6 Gift and Deductible Contribution**

The term ITAA 97 means the Income Tax Assessment Act 1997 and the terms Gift and Deductible Contribution have the same meaning as in that Act.

### **44. Alteration of Objects and the Constitution of the Alliance**

- (1) Subject to Rule 44(2), the objects of the Alliance and/or this Constitution may be amended by a special resolution of the Members, provided that the following procedure is also followed:
- (a) the motion shall be approved at a meeting of the Council by not less than three-quarters of the Council who, being entitled to do so, vote in person or by proxy at the meeting; and
  - (b) not less than 21 days' written notice of the meeting shall have been given to members specifying the intention to propose the special resolution to amend the objects of the Alliance or this Constitution.
- (2) A special resolution altering this Constitution must not be passed if, as a result, the Alliance will cease to be registrable as a charitable organisation.

**45. Custody of Books, etc**

Except as otherwise provided by this Constitution, the Public Officer shall ensure that all records and other documents relating to the Alliance are kept in an appropriate place and fashion, by the Public Officer and/or by the Alliance's paid staff.

**46. Inspection of Books, etc**

The records, books and other documents of the Alliance shall be open to inspection, free of charge, by a member of the Alliance at any reasonable hour.

**47. Service of Notices**

- (1) For the purpose of this Constitution, a notice may be served by or on behalf of the Alliance upon any member either personally or by sending it by post to the member at the member's address shown in the Register of Members.
- (2) Where a document is sent to a person by properly addressing, prepaying and posting to the person a letter containing the document, the document shall, unless the contrary is proved, be deemed for the purposes of this Constitution to have been served on the person at the time at which the letter would have been delivered in the ordinary course of post.

**48. Surplus Property**

- (1) The Alliance shall not be wound up or dissolved except by:
  - (a) a resolution of Council specially convened for the purpose and carried by a majority of four-fifths of the votes recorded in respect of the same; and
  - (b) a special resolution of members at a general meeting specifically convened for the purpose.
- (2) If, on the winding up or dissolution of the Alliance, there remains after satisfaction of all its debts and liabilities, any property whatsoever, this property shall not be paid to or distributed among the members of the Alliance, but must only be given or transferred to an institution:
  - (a) that is charitable at law;
  - (b) whose constitution prohibits distributions or payments to its members and directors (if any) to an extent at least as great as is outlined in Rule 43A; and

- (c) Gifts and Deductible Contributions to which can be deducted under Division 30 of the ITAA 97 due to it being characterised as a health promotion charity under item 1.1.6 of the table in section 30 20.
- (3) The identity of the institution referred to in Rule 48(2)(a) must be decided by the Board of the Alliance at or before the time of winding up of the Alliance and, if the members do not decide, by the Supreme Court of NSW.

#### **49. Payment etc of Office Bearers and Members**

The income and property of the Alliance howsoever derived shall be applied solely towards the promotion of the objects of the Alliance and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the members, Councillors or Directors. Nothing contained herein shall prevent the payment in good faith of remuneration to any officer or servant of the Alliance or to any member of the Alliance in return for any services actually rendered to the Alliance or reasonable and proper payment for premises let or goods supplied by any member to the Alliance.

#### **50. Custody and Use of the Common Seal**

The Public Officer shall provide for the safe custody of the seal which shall only be used by the authority of the Board. Every instrument to which the seal is affixed shall be signed by one and countersigned by another officer of the Board.

### **PART VIII: POWERS OF COMPANY**

#### **51. Powers of Company**

- (1) In addition to the powers conferred on the Alliance by the Act, the Alliance has all such powers of a natural person to do all things that are necessary, desirable or convenient to carry out its objects and, in without limitation, power:
  - (a) to enter into contracts;
  - (b) to acquire any real or personal property;
  - (c) to construct, maintain and alter any buildings or works;
  - (d) to borrow or raise money, including by mortgage or charge;
  - (e) to draw, make, accept, endorse, discount and issue bills of exchange, promissory notes, cheques and other negotiable instruments;
  - (f) to invest money of the Alliance not immediately required for any of its objects in any manner in which trustees are authorised by law to administer money held on trust;

- (g) to establish and support, or aid in the establishment and support of, associations, institutions, funds, trusts and schemes for the purpose of benefiting employees or past employees of the Alliance and their dependants and to make payments towards insurance for any of these purposes;
- (h) to make gifts or grants to any person or organisation;
- (i) to solicit and accept gifts, grants, devices and bequests, whether on trust or otherwise, and to act as trustee of money or other property vested in the association on trust;
- (j) to employ staff, and engage consultants;
- (k) to appoint agents and attorneys; and
- (l) to co-operate with any person or organisation, on matters relating to rural health or to further the objects of the Alliance.

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