

*THE CORPORATIONS ACT 2001*

A Company Limited by Guarantee

**Constitution**

of

**Private Cancer Physicians of Australia Limited  
("Company")**

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## 1. PRELIMINARY

### 1.1 Nature of Company

- (a) The liability of Members is limited as provided in this document.
- (b) The Company is a public company limited by guarantee.

### 1.2 Objects of the Company

The Company is formed with the objects described in **Clause 3**.

### 1.3 Application of income and property

Except as otherwise expressly provided in this document, the Company must apply its income solely towards promoting the objects stated in **Clause 3**. No part of the Company's income may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise to Members.

### 1.4 Replaceable Rules

The replaceable rules in the Act do not apply to the Company.

## 2. INTERPRETATION AND DEFINITIONS

### 2.1 In this document the following words and phrases have the meanings respectively assigned to them unless there is something inconsistent in the subject or context:

**"Accounting Period"** means the period of 1 July in a year to 30 June the following year;

**"Act"** means the *Corporations Act 2001* (Commonwealth) as amended from time to time and includes any re enactment thereof;

**"Annual Clinical Meeting"** means an annual professional meeting in which scientific and practice issues are discussed;

**"Annual General Meeting"** means the annual general meeting of the Company conducted in accordance with **Clause 17.1**;

**"ASIC"** means the Australian Securities and Investments Commission;

**"Associate Member"** means a person admitted to membership under **Clause 4.3(d)**;

**"Business Day"** means a day except a Saturday, Sunday or public holiday in Brisbane, and where this document refers to something being done on a Business Day, means from 8.30 am to 5.00 pm on that Business Day;

**"Board"** means the board of directors of the Company constituted in accordance with **Clause 8.2**;

**"Committee"** means a committee established in accordance with **Clause 16**;

**"Company"** means the company incorporated as Private Cancer Physicians of Australia Limited;

**“Corporate Member”** means a person admitted to membership under **Clause 4.3(c)**

**“Corporate Nominee”** has the meaning given to it in **Clause 5.3(a)**;

**“Director”** means a person who is for the time being, a Director of the Company;

**“document”** means this Constitution;

**“Executive”** means the officers of the Company referred to in **Clause 9.1**;

**“general meeting”** means the Annual General Meeting or any other general meeting of the Members convened in accordance with **Clause 17**;

**“Honorary Associate”** means a person of the kind referred to in **Clause 4.5**;  
**“Member”** means a person who is:

- (a) an Ordinary Member;
- (b) a Corporate Member;
- (c) an Associate Member,

and excludes an Honorary Associate;

**“Month”** means calendar month and **“year”** means calendar year;

**“Notice”** means a notice given pursuant to, or for the purposes of this document, or the Act;

**“Objects”** means the objects of the Company in **Clause 3**;

**“Office”** means the registered office for the time being of the Company in the State of Queensland;

**“Ordinary Member”** means a person admitted to membership under **Clause 4.3(b)**;

**“President”** means the president of the Company referred to in **Clause 9**;

**“Register”** means the register of Members to be kept pursuant to the Act;

**“Seal”** means the common seal of the Company (if applicable);

**“Secretary”** means the person appointed pursuant to **Clause 14.7** as a secretary of the Company and includes any person for the time being acting in that office;

**“Special Resolution”** has the meaning given by section 9 of the Act;

**“State Directors”** means members of the Board who are from the category of Board members described in **Clause 8.2(b)(i)**;

**“Treasurer”** means the treasurer of the Company referred to in **Clause 9**;

**“Unincorporated Association”** means the unincorporated association of persons committed to the Objects who were known informally as Private Cancer Physicians of Australia prior to registration of the Company.

2.2 In this document, unless the context indicates a contrary intention:

- (a) the expressions “in writing” and “written” include that thing being represented or reproduced in any mode in a visible form;
- (b) when any provision of the Act is referred to the reference is to that provision as modified by any Act for the time being in force.
- (c) an expression defined in the Act will bear the same meaning in this document unless that expression is otherwise defined in this document.
- (d) words importing the singular number include the plural number and vice versa. Words importing one gender include the other genders. Words importing persons include companies corporations and public bodies wherever incorporated or domiciled.
- (e) the word “person” includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust.
- (f) a reference to a “Clause” means a clause of this document.
- (g) headings are for convenience only and do not affect interpretation.
- (h) a word, other than a word defined in **Clause 2.1** which is defined by the Act has the same meaning in this document as the meaning given to it in the Act.

### 3. AIMS AND OBJECTIVES

The Company was established for the purpose of promoting and working towards a health system that provides a high quality, fair, integrated cancer treatment that benefits patients and supports medical practitioners. In pursuing this purpose, the objects of the Company are:

- (a) to support the practice of state of the art, multidisciplinary care of patients with cancer in the private health care sector;
- (b) to be the representative group that ensures appropriate funding and conditions for the provision of quality cancer care in the private sector;
- (c) to advise the Government and the Private Health Insurance industry on issues pertaining to delivery of high quality cancer care in the private sector;
- (d) to provide guidance for colleagues who provide private cancer care services in areas of professional and business practice;
- (e) to promote educational and research programs within the private sector to enhance the quality of private oncology practice;
- (f) to be recognised as a pivotal resource in the Australian community for the implementation, delivery and planning of cancer services in the private sector;

- (g) to do all such things as are incidental and conducive to the attainment of these objects or any of them.

#### **4. MEMBERSHIP AND HONORARY ASSOCIATES**

##### **4.1 Register of Members**

The Company must set up and maintain a Register of Members.

In accordance with section 169 of the Act, the Register must contain the following information:

- (a) the name and address of each Member;
- (b) the date on which the entry of the Member's name in the Register is made;
- (c) the name and details of each person who stopped being a Member within the last **7 years**;
- (d) the date on which the person stopped being a Member; and
- (e) an index of Member's names if the Company has more than 50 Members and the Register itself is not kept in a form that operates effectively as an index.

##### **4.2 Eligibility for Membership**

- (a) The Members are:
  - (i) the initial Members named in the application to ASIC for registration of the Company under the Act; and
  - (ii) any other person the Board admits to membership.
- (b) A person who was a member of the Unincorporated Association immediately prior to the incorporation of the Company may be admitted by the Board in its discretion to membership of the Company in a category the same as or similar to the category of membership held by that person in the Unincorporated Association.

##### **4.3 Classes of Membership**

- (a) The membership of the Company consists of the following classes of Members:
  - (i) Ordinary Members (who by contribution of an initial payment of \$5,000.00 may also be recognised as Foundation members);
  - (ii) Ordinary Members – Junior Consultants;
  - (iii) Corporate Members; and
  - (iv) Associate Members.

- (b) Any person who is significantly committed to private practice for cancer or related disorders including, but not limited to, medical oncology or haematology is eligible for consideration by the Board for admission to membership of the Company as an Ordinary Member.
- (c) Any corporation or other body corporate and any individual persons in their capacity as a partner in a partnership, or unincorporated association, or institution which is involved either commercially or by interest in health and the care of patients with cancer or related disorders, and which has, in the opinion of the Board, made a substantial contribution financially or otherwise to the Company, is eligible for consideration by the Board for admission to membership of the Company as a Corporate Member.
- (d) A post-graduate trainee in medical oncology or clinical haematology and any other natural person whom the Board from time to time determines as having an association with or interest in patients with cancer or related disorders will be eligible for consideration by the Board for admission to membership as an Associate Member.
- (e) Any person who has been an Ordinary Member of the Company but who retires from medical practice is eligible for consideration by the Board for continued membership of the Company as an Associate Member.

#### 4.4 **Application for Membership**

- (a) An application for Membership must:
  - (i) be made in writing and in the form and in the manner the Board from time to time decides;
  - (ii) contain an undertaking to be bound by the provisions of this document and must specify the State or Territory of Australia in which the Member resides (or if a Corporate Member, its principal place of business);
  - (iii) state the amount that the Member has guaranteed and undertaken to contribute to the Company's property if the Company is wound up;
  - (iv) otherwise comply with the Act.
- (b) An application for membership accompanied by the applicable subscription must be lodged with the Secretary who must refer the application to the Board.
- (c) The Board may resolve whether or not to admit each applicant to membership.
- (d) The Board may require any applicant for membership to give any information it desires before admitting the applicant to membership of the Company.
- (e) The Board may refuse any application for membership without assigning any reason for refusal.



- (f) An applicant for membership will be deemed admitted to membership on the Board so resolving. After an applicant has become a Member that Member's name and address will be entered in the Register in the appropriate category of membership.

#### 4.5 **Honorary Associates**

The Board may, at its discretion, from time to time, declare any person (with that person's consent) who the Board considers has rendered distinguished services to the Company (or in relation to any of its Objects) to be an Honorary Associate.

#### 4.6 **Limited liability of Members**

If the Company is wound up each Member undertakes to contribute to the assets of the Company up to an amount not exceeding **\$10.00** for payment of the debts and liabilities of the Company including the costs of the winding up. The undertaking continues for **1 year** after a person ceases to be a Member.

### 5. **RIGHTS OF MEMBERS**

#### 5.1 **No transfer**

Membership of the Company is personal and is not capable of assignment, transfer or devolution on death.

#### 5.2 **Ordinary Members**

An Ordinary Member is entitled to attend and vote either in person or by proxy (who must be an Ordinary Member) at any general meeting of the Company.

#### 5.3 **Corporate Members**

- (a) A Corporate Member is entitled to attend (through representation by its corporate nominee) at any general meeting of the Company. Each Corporate Member must nominate in writing one individual to be its representative ("Corporate Nominee") for all matters relating to the Company. Any such nomination may be cancelled by the Corporate Member at any time and from time to time. The Corporate Member may make a further nomination in the place of any cancelled nomination. A nomination must be in such form as the Board approves and will become effective on receipt by the Secretary. A Corporate Member is entitled to receive all communications and notices from the Company to which an Ordinary Member of the Company is entitled and to attend any general meeting of the Company. A Corporate Member is not entitled to vote on any issue at any general meeting of the Company and is not entitled to be elected to the Board.
- (b) The Company is entitled to treat a Corporate Nominee as the representative of the Corporate Member until written notice of the cancellation of that nomination has been received from the Corporate Member by the Secretary.

#### 5.4 **Associate Members**

- (a) An Associate Member has the following rights only:

- (i) the right to attend general meetings at the Company;
  - (ii) subject to the Board determining otherwise at any time, the right to receive the services and the publications of the Company on the same terms as those on which such services and publications are available to other Members; and
  - (iii) subject to the Board determining otherwise at any time, the right to take part in seminars discussions and other activities of the Company on the same terms as an Ordinary Member.
- (b) An Associate Member is not entitled to vote at any general meeting of the Company or to be elected or appointed to the Board.
  - (c) An Associate Member is obliged to pay an annual subscription, except in the case of i) post-graduate trainees that are deemed eligible for admission to membership as an Associate Member and ii) those individuals who have been Ordinary Members in the previous year(s) but who have retired from medical practice, and remain interested to be involved in the Company.

## 5.5 Honorary Members

Honorary Members are not obliged to pay an annual subscription and have no right to vote at any general meeting of the Company. An Honorary Member may attend any general meeting of the Company.

## 6. CESSATION OF MEMBERSHIP

- 6.1 Any Member may resign from the Company by giving notice in writing to the Board. A resignation will not prejudice a Member's obligation to pay any money which prior to the date of resignation was owing by the Member to the Company. On the resignation of a Corporate Member its Corporate Nominee will cease to have any rights and privileges.
- 6.2 If the annual subscription of a Member remains unpaid for a period of **three months** after notice requiring payment of the subscription has been sent to the Member the Board may by resolution terminate the membership of that Member and the Member's name will be removed from the Register, but without prejudice to his obligation to pay the subscription.
- 6.3 Subject to this document the Board may at any time and from time to time summarily terminate the membership of any Member in any of the following cases:
  - (a) if the Member ceases to be eligible for membership of the Company in accordance with **Clause 4.2**;
  - (b) if the Member is a Corporate Member and resigns or goes into liquidation whether voluntarily or compulsorily, except for the purposes of reconstruction or amalgamation, or otherwise is subject to any Act relating to insolvency;
  - (c) where the Member is a Corporate Member, if the Member is deregistered under the laws of the jurisdiction of its registration;

- (d) if the Member, being a natural person, dies, resigns, becomes bankrupt, makes a composition or arrangement with or assigns its estate for the benefit of its creditors, or becomes a person whose estate is liable to be dealt with in any way under the Act relating to mental health; or
- (e) if the Board is of the opinion that in the interests of the Company the membership should be cancelled, in which event the Board is not required to assign any reason for the cancellation.

6.4 On the termination of membership of any Member the name of the Member will be removed from the Register and it will cease to have the rights and privileges of membership and will not have any claim on the Company, its funds or property. Any office held by that Member (or in the case of a Corporate Member any office held by its Corporate Nominee) will be deemed vacated simultaneously with the termination of membership.

## 7. SUBSCRIPTIONS

7.1 Each Member is obliged to pay an annual subscription fee.

7.2 The annual subscription fee for the first year of the registration of the Company will be **\$600.00** provided that any person who applies to be a Member and has previously paid subscription moneys (of any amount) to the Unincorporated Association will, at the election of the Board, be deemed to have paid its annual subscription in full up to 30 June 2008. The annual subscription fee for each year after the initial year of registration of the Company in respect of each class of membership will be the sum the Board from time to time determines.

7.3 Annual subscription fees will be payable annually in advance and will be due on the first day of July in each year or on such other date as may be determined from time to time by the Board.

7.4 A person applying for membership between the end of July and the end of December in any year will be required to pay the full amount of the annual subscription fee for the current year. A person applying for membership after the beginning of January in any year will be required to pay a pro-rated amount of the annual subscription fee equivalent to the number of quarters remaining for the current year e.g. a person applying for membership from January to March would pay 50% of the annual subscription fee and a person applying for membership from April to June would pay 25% of the annual subscription fee.

## 8. THE BOARD

### 8.1 Eligibility

- (a) No person will be eligible to hold office or to be appointed or elected as a member of the Board unless that person is an Ordinary Member.
- (b) Each member of the Board is a director of the Company for the purposes of the Act.

### 8.2 Number and appointment of Directors

- (a) The Company must have at least 3 Directors.

- (b) The Board will be constituted by :
- (i) six members who comprise one representative from each of Western Australia, South Australia and Northern Territory, Victoria, Tasmania, Queensland and New South Wales and will be in addition to the Members of the Board referred to in **Clauses 8.2(b)(iii), (iv) and (v), (vi), (vii), and (viii)**;
  - (ii) the immediate past President of the Company, unless he is already a member of the Board pursuant to **Clause 8.2(b)(i)**.
  - (iii) the President who will be a member ex officio;
  - (iv) the Secretary (provided that he/she is an Ordinary Member but not otherwise) who will be a member ex officio;
  - (v) the Treasurer (provided that he/she is an Ordinary member but not otherwise) who will be a member ex officio.
  - (vi) a Rural Representative (provided that he/she is an Ordinary member but not otherwise) who will be a member ex officio.
  - (vii) a Haematology Representative (provided that he/she is an Ordinary member but not otherwise) who will be a member ex officio.
  - (viii) Another Representative to supplement the current members (provided that he/she is an Ordinary member but not otherwise) who will be a member ex officio.
- (c) The first Directors are:
- (i) Dr John Bashford – President
  - (ii) Dr Francis Parnis – Secretary
  - (iii) Dr Walter Cosolo – Treasurer
  - (iv) Dr Nicholas Wickham – SA/NT representative
  - (v) Dr Nick Pavlakis – NSW representative
  - (vi) Dr James Griffiths – VIC representative
  - (vii) Dr Michael Slancar – QLD representative
  - (viii) Dr Andrew Dean – WA representative
  - (ix) Dr Robert McIntosh – TAS representative
- (d) To the extent that all positions on the Board may not be filled, the positions vacant will be casual vacancies.

### 8.3 Retirement and election of State Directors

- (a) At each Annual General Meeting at least **three Directors** must retire and the members to retire in every year will be the members who have been the longest in office since the last election. There will be an exception for the Tasmanian State Director, who will remain in office until there are other State members to nominate for this role.
- (b) For the purposes of this **Clause 8.3**:
  - (i) a retiring State Director will be eligible for re-election; and
  - (ii) only one Ordinary Member representing each State jurisdiction is eligible to be elected.
- (c) A person seeking election to the Board pursuant to **Clause 8.3(a)** must lodge at the Office not later than **one month** prior to the Annual General Meeting notice of his/her intention to seek election. The notice need not be in any prescribed form but it must specify the full name and address of the person and be signed by that person. The notice must also be signed by two Ordinary Members as proposer and seconder.
- (d) At an Annual General Meeting if only one Ordinary Member affiliated with a relevant State jurisdiction has nominated for election pursuant to **Clause 8.3(a)** that person will be declared elected. If more than one person has nominated then a ballot of all Members eligible to vote will be held to elect one of those nominees. All Members eligible to vote who are present whether personally or by proxy (whether or not they are affiliated with the particular State concerned) may vote by selecting one of the nominees. The nominee with the most votes will be declared elected. In all other respects the chairman of the meeting will have absolute discretion in the conduct of the election and no motion for dissent from any chairman's ruling in relation to the conduct of the election may be moved.

### 8.4 Casual vacancies

The Board has power at any time and from time to time to appoint an Ordinary Member to be a Board member to fill a casual vacancy provided that the Board member appears in the Register as affiliated with the same State as the Board member he/she replaces or with a State which is discrete from the States with which the other Board members referred to in **Clause 8.2(b)(i)** are affiliated. Any Board member so appointed will hold office for the remainder of the term of the person he replaces or until the next Annual General Meeting if the appointment is not by way of replacement.

### 8.5 Removal and Appointment

The Company may by ordinary resolution remove any Board member before the expiration of his/her period of office and may by an ordinary resolution appoint another person in his/her stead provided that the appointee appears in the Register as affiliated with the same State as the member replaced. The person so appointed will hold office for the remainder of the term of the person he/she replaces.

## 8.6 Vacation of Office

- (a) In addition to **Clause 8.5**, a member of the Board will cease to be a Board member if that person:
- (i) ceases to be a person eligible to be a director by virtue of the Act;
  - (ii) becomes bankrupt assigns its estate or makes any arrangement or composition with its creditors generally;
  - (iii) becomes a person whose estate or person is liable to be dealt with in any way under the Act relating to mental health;
  - (iv) resigns his office by notice in writing to the Company;
  - (v) is absent without permission of the Board from three consecutive meetings of the Board and the Board resolves that he/she should no longer be a member of the Board;
  - (vi) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of his/her interest in the manner required by the Act (or in any event at a meeting of the Board as soon as practicable after the relevant facts have come to his/her knowledge) and the Board resolves that he/she should no longer be a member of the Board;
  - (vii) ceases to be an Ordinary Member of the Company;
  - (viii) is guilty of any act proceeding or practice likely in the reasonable opinion of the Board to bring discredit to the Company or be inimical to its objects and the Board resolves that he/she should no longer be a member of the Board.
  - (ix) if he/she ceases to fulfil the duties required as a member of the Board.

## 9. EXECUTIVE

9.1 The executive officers of the Company will include:

- (a) the President;
- (b) the Treasurer;
- (c) the Secretary;
- (d) the Rural representative;
- (e) the Haematology representative; and
- (f) the Supplementary representative

9.2 The President must be an Ordinary Member.

- 9.3 The President, Treasurer, Secretary, Rural representative, Haematology representative and Supplementary representative are to be elected by the Board from amongst the Ordinary Members. Existing members of the Board are eligible for election to the offices of President and Treasurer.
- 9.4 The Secretary will be appointed as provided for in **Clause 14**. Existing members of the Board are eligible to be appointed to the office of Secretary.
- 9.5 The first members of the Executive are:
- (a) Dr John Bashford – President,
  - (b) Dr Francis Cosolo – Secretary,
  - (c) Dr Walter Parnis – Treasurer,
- each of whom will retire or resign at the first Board meeting following the first Annual General Meeting of the Company. Thereafter members of the Executive will be elected or appointed annually at the first Board meeting immediately following each Annual General Meeting.
- 9.6 Members of the Executive may be re elected or re-appointed for a second term of office, but then must retire or resign from that office although he/she may be elected to another office of the Board subject to a similar limitation as to re-election to that office.
- 9.7 Members of the Executive (if not re elected or re-appointed) cease to hold office at the close of the Board meeting at which the relevant election or appointment takes place and the new members of the Executive assume office from that time.
- 9.8 A member of the Executive may retire or resign by giving written notice to the Company to that effect.
- 9.9 Any casual vacancy in the Executive may be filled by a Director nominated by the Board. Any such Executive member will be subject to retirement and re-election pursuant to **Clauses 9.6** and **9.7**.
- 9.10 A member of the Executive will cease to be a member of the Executive in accordance with **Clause 8.6**.

## **10. POWERS AND DUTIES OF THE BOARD**

- 10.1 The business of the Company will be managed by the Board which may exercise all powers of the Company and do on behalf of the Company all acts which may be exercised and done by the Company and which are not by the Act or by this document required to be exercised by the Company in general meeting.
- 10.2 The Board will consider from time to time whether on its own motion or at the suggestion of any Member in writing such matters affecting the Objects of the Company as in the judgment of the Board should be the subject of investigation, consideration, discussion or action.
- 10.3 The Board will study ways and means and take such measures as it may deem appropriate to increase the general usefulness of the Company and in promoting the Objects.

- 10.4 The Board has full power to carry out the purposes and Objects of the Company including the power to borrow money for the purposes and Objects of the Company. The money may be borrowed from such sources and at such rates of interest and upon such other terms and conditions and with such security as may be determined by the Board.
- 10.5 All appropriations or expenditure of funds of the Company must be made or approved by the Board or some member or members of the Company designated by the Board.
- 10.6 The Board may in good faith pay reasonable and proper remuneration to any employee of the Company not being a Board member in return for any services actually rendered to the Company. Subject to this document, the Board may resolve to reimburse a Board member for reasonable expenditure incurred by way of travelling expenses and for other reasonable expenses incurred in the service of the Company.
- 10.7 The Board will cause minutes to be kept in books provided for the purpose:
- (a) of all appointments of Executives made by the Board;
  - (b) of the names of the members of the Board present at each meeting of the Board and of any Committee appointed by the Board;
  - (c) of all resolutions and proceedings at all meetings of the Company and of the Board and of its Committees; and
  - (d) of all business transacted at Board or Committee meetings. The minutes must be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting.

## 11. PROCEEDINGS OF BOARD

- 11.1 The Board shall meet for the transaction of business in person or by electronic or telephonic media (where all persons participating have been identified by the Chairman of the meeting and each person is able to be heard and communicate with each other and no person may absent himself during the meeting without the prior knowledge of the Chairman) at such times and places as it may from time to time by resolution determine or failing such determination as the President/Chairman may direct.
- 11.2 Four Directors personally present or participating by telephonic or electronic media (as the case may be) shall constitute a quorum of the Board.
- 11.3 The Secretary will on the requisition of any member of the Board summon a meeting of the Board. The Board will hold at least four meetings in each year.
- 11.4 At least **14 days'** notice of a meeting of the Board must be given specifying the place time and date of the meeting and the general nature of items to be discussed. Shorter notice of a meeting may be given if **75%** or more of the members of the Board agree.
- 11.5 Subject to any other provision of this document to the contrary, questions arising at any meeting of the Board are to be decided by a majority of votes and a determination by a majority of the Directors present will for all purposes be deemed



a determination of the Board. In case of an equality of votes the Chairman of the meeting has a second or casting vote.

- 11.6 The quorum necessary for the transaction of the business of the Board is four Directors.
- 11.7 The continuing Board members may act in spite of a vacancy in the Board but if and so long as their number is reduced below the necessary quorum of the Board the continuing Board members may act for the purpose of increasing the number of members to the fixed number or of summoning a general meeting of the Company but for no other purpose.
- 11.8 The President will act as chairman of all meetings of the Board and in his/her absence the Directors present may choose one of their number to be chairman of the meeting.
- 11.9 A resolution in writing signed by all the Directors for the time being of the Board or of any Committee will be as valid and effectual as if it had been passed at a meeting of the Board or of a Committee (as the case may be) duly convened and constituted at the time when the last Director signs.
- 11.10 All acts done by any meeting of the Board or of a Committee or by any person acting as a Board or Committee member or by any member of the Executive will, even if it be discovered later that there was some defect in the appointment of any Board or Committee member or person, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Board or Committee member or member of the Executive.

## **12. DIRECTORS' DUTIES AND INTERESTS**

- 12.1 Each Director must comply with sections 180 to 183 of the Act.
- 12.2 A Director may:
- (a) hold any office or place of profit or employment other than that of the Company's auditor or any director or employee of the auditor;
  - (b) be a Member of any corporation (including the Company) or partnership other than the Company's auditor;
  - (c) be a creditor of any corporation (including the Company) or partnership;
  - (d) enter into any agreement with the Company.
- 12.3 Each Director who has a material personal interest in a matter that relates to the affairs of the Company must give the other Directors notice of the interest in compliance with section 191 of the Act.
- 12.4 Each Director must comply with section 195 of the Act in relation to being present, and voting, at a Board meeting that considers a matter in which the Director has a material personal interest. Subject to section 195 of the Act:
- (a) a Director may be counted in a quorum at a Board meeting that considers any matter in which that Director has an interest and the Board may vote on that matter;

- (b) the Company may proceed with any transaction that relates to the interest and the Director may participate in the execution of any relevant document by or on behalf of the Company;
- (c) the Director may retain benefits under the transaction even though the Director has the interest;
- (d) the Company cannot avoid the transaction merely because of the existence of the interest,

and provided that if the interest is required to be disclosed under section 191 of the Act, paragraph (c) above applies only if the interest is disclosed before the transaction is entered into.

12.5 The Company cannot avoid an agreement with a third party merely because a Director:

- (a) fails to make a disclosure of an interest; or
- (b) is present at, or counted in the quorum for, a Board meeting that considers or votes on that agreement.

12.6 Every Director and Secretary must keep the transactions and affairs of the Company and the state of its financial reports confidential unless required to disclose them:

- (a) in the course of duties, there is an officer of the Company;
- (b) by the Board or the Company in General Meetings; or
- (c) by law,

the Company may require a Director, Secretary, auditor, trustee committee member or other person engaged by it to sign a confidentiality undertaking consistent with this **Clause 12.6**. A Director or Secretary must do so if required by the Company.

### **13. DUTIES OF EXECUTIVES**

#### **13.1 Duties of the President**

- (a) The President will, subject to this document and directions of the Board, supervise the affairs generally of the Company.
- (b) The President or the Board may authorise any Committee or individual to represent the Company before any government or governmental body or committee or to make statements or express views on behalf of the Company. The representatives in the course of their representation must not express any views on behalf of the Company other than those authorised by the President or the Board. Except as mentioned no Member of the Company or any representative of a Member is to make any statement or express any view which purports to be a statement or view of the Company or having been made on behalf of or with the concurrence of the Company.

### 13.2 **President unable to act**

In case of the absence or inability to act of the President the Board or a person authorised by the Board will discharge the duties of the President.

### 13.3 **Duties of the Treasurer**

The Treasurer will manage the finances of the Company including collecting and disbursing all funds of the Company. At the Annual General Meeting of the Company and at meetings of the Board the Treasurer is to report in writing the balance of money on hand and any existing appropriations which may affect it.

### 13.4 **Duties of the Secretary**

In addition to the duties of a secretary under the Act, the Secretary has the duties set out in **Clause 14**.

### 13.5 **Duties of the Rural representative**

The Rural representative will represent his/her specialist field, that being the rural/regional sector.

### 13.6 **Duties of the Haematology representative**

The Haematology representative will represent his/her specialist field, that being Haematology thus ensuring that the needs of the Haematologists with the membership are met.

### 13.7 **Duties of the Supplementary representative**

The Supplementary representative will work closely with the President, Secretary and Treasurer for the purposes of potential future succession.

## 14. **SECRETARY**

### 14.1 The Board:

- (a) must appoint at least one individual; and
- (b) may appoint more than one individual, to be a Secretary, either for a specified term or without specifying a term.

14.2 A Secretary holds office on the terms (including as to remuneration) that the Board decides. The Board may vary any decision previously made by it in respect of a Secretary.

### 14.3 The person automatically ceases to be a Secretary if the person:

- (a) is not permitted by the Act to be a Secretary of a company;
- (b) becomes disqualified from managing corporations under Part 2D.6 of the Act and is not given permission or leave to manage the Company under section 206F or 206G of the Act;

- (c) becomes of unsound mind or physically or mentally is incapable of performing the functions of that office;
- (d) resigns by notice in writing to the Company; or
- (e) is removed from office under **Clause 14.4**.

14.4 The Board may remove a Secretary from that office whether or not the appointment was expressed to be for a specified term.

14.5 The Secretary is to keep a record of the proceedings of all meetings of the Company and of the Board.

14.6 The Secretary must notify the Executive and all members of the Committees of their election or appointment and is to issue notices of all meetings. The Secretary will perform such other duties as may from time to time be assigned by the Board.

14.7 The Secretary will in accordance with the Act and with **Clause 9.4** be appointed by the Board and may be removed by it.

## 15. EXECUTION OF DOCUMENTS

### 15.1 Execution with and without seal

- (a) If the Company has a common seal, the Company may execute a document if that seal is fixed to the document and the fixing of that seal is witnessed by:
  - (i) 2 Directors;
  - (ii) a Director and a Secretary; or
  - (iii) a Director and another person appointed by the Directors for that purpose.
- (b) The Company may execute a document without a common seal if the document is signed by:
  - (i) 2 Directors;
  - (ii) a Director and a Secretary; or
  - (iii) a Director and another person appointed by the Directors for that purpose.
- (c) The Company may execute a document as a deed if the document is expressed to be executed as a deed and is executed in accordance with **Clause 15.1(a)** or **15.1(b)**.
- (d) The Directors may resolve, generally or in a particular case, that any signature on certificates for Members may be affixed by mechanical or other means.

- (e) Negotiable instruments may be signed, drawn, accepted, endorsed or otherwise executed by or on behalf of the Company in the manner and by the persons as the Directors resolve.

## 16. COMMITTEES

- 16.1 The Board may from time to time delegate any of its powers (other than that of delegation) to a committee (or committees) ("**Committee**") consisting of such persons as the Board thinks fit and may from time to time revoke any delegation.
- 16.2 Any Committee must in the exercise of the powers and authorities and discretions delegated to it conform with any conditions that may be imposed on it from time to time by the Board.
- 16.3 The exercise of a delegated power by a Committee is as effective as if the Directors exercised the power.
- 16.4 The Board may appoint one of the members of each Committee to act as chairman of that Committee. If at any meeting the chairman is not present within **15 minutes** after the time appointed for holding the meeting or if present is unwilling to act as chairman or if no chairman has been appointed the members of the Committee present may choose one of their members to be chairman of the meeting.
- 16.5 The Committees are to report in writing to the Board and their terms of appointment and delegation will be determined by the Board.
- 16.6 The President is an ex officio member of all Committees.

## 17. GENERAL MEETINGS

- 17.1 The Company must hold Annual General Meetings as required by section 250N of the Act as follows:
  - (a) the Company must hold its first Annual General Meeting within **18 months** after its registration; and
  - (b) the Company must hold an Annual General Meeting at least once in each calendar year and within **5 months** after the end of its financial year.
- 17.2 In circumstances where the Board considers it is practicable to do so, each Annual General Meeting will be held at a time which coincides with the Annual Clinical Meeting of the Company.
- 17.3 In addition to **Clause 17.1**, a general meeting:
  - (a) may be convened at any time by:
    - (i) the Board;
    - (ii) a Director;
    - (iii) the President.

- (b) must be convened by the Board at the request of Ordinary Members pursuant to section 249D of the Act; and
- (c) must be convened by order of a Court under section 250N of the Act.

17.4 The Company may hold a meeting of members at two or more venues using any technology that gives the members as a whole a reasonable opportunity to participate.

## 18. NOTICE OF GENERAL MEETINGS

18.1 At least **21 days** written notice (and not more than **25 days'** notice) of a meeting of members of the Company must be given in the manner later mentioned or in such other manner (if any) as may be prescribed by the Company in general meeting to:

- (a) each Ordinary Member, Corporate Member, Associate Member and Honorary Associate;
- (b) each Director;
- (c) the auditor.

18.2 In accordance with section 249H(2) of the Act, the Company may call on shorter notice:

- (a) an Annual General Meeting, if all the Members entitled to attend and vote at the Annual General Meeting agreed beforehand;
- (b) any other general meeting, if Members with at least **95%** of the votes that may be cast at the meeting agree beforehand.

18.3 The notice convening a general meeting of the Company:

- (a) must contain the information required by section 259L of the Act; and
- (b) in the case of an Annual General Meeting must:
  - (i) be accompanied by a report by the Board on the position and affairs of the Company in a form determined by the Board;
  - (ii) contain the balance sheet, and statement of accounts of the Company and the names of any person applying for election or re-election to the Board; and
  - (iii) be given in accordance with section 249T of the Act.

18.4 The notice convening a general meeting must include the business to be transacted at that meeting, including notice of any resolution to be submitted to members, and in the case of the Annual General Meeting, must be accompanied by the report of the Board, the Balance Sheet and Statement of Accounts to be considered at the Annual General Meeting, and the names of the persons offering themselves for election to the Board under **Clause 8.3**.

18.5 The accidental omission to give notice of a meeting to or the non receipt of notice of a meeting by any member will not invalidate the proceedings at any meeting.

## 19. PROCEEDINGS AT GENERAL MEETINGS

- 19.1 At each Annual General Meeting (and in addition to the requirements of **Clause 18.3(b)(i)**) the Board must submit to the members a report which in addition to any other particulars which they deem desirable must contain a summary of the activities of the Company for the period since the previous report. The report must (before presentation at the Annual General Meeting) be formally approved at a meeting of the Board.
- 19.2 If a Member has appointed a proxy or attorney or (in the case of a Member which is a body corporate) a representative to act at a meeting of Members, that Member is taken to be present at a meeting at which the proxy, attorney or representative is present.
- 19.3 No business is to be transacted at any general meeting unless a quorum of Ordinary Members is present at the time when the meeting proceeds to business. Except as may otherwise be provided **six (6) Ordinary Members** present in person or by proxy entitled to vote will be a quorum.
- 19.4 If within **30 minutes** from the time appointed for the meeting a quorum is not present the meeting if convened upon the requisition of members will lapse. In any other case it will stand adjourned to the same day in the next week (or if that day is a proclaimed public holiday then to the next business day following that holiday) at the same time and place and if at the adjourned meeting a quorum is not present within **30 minutes** from the time appointed for the meeting the members present (not being less than 3 in number) will be a quorum.
- 19.5 The President will preside as Chairman at every general meeting of the Company.
- 19.6 If the President is not present within **30 minutes** after the time appointed for holding the meeting or if being present he (or either of them as the case may be) are unwilling to act as Chairman, the Members present may choose one of their number to be Chairman.
- 19.7 The chairman may with the consent of any meeting at which a quorum is present (and will if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business is to be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. 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. Otherwise it is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting.

## 20. PROXIES AND ATTORNEYS

- 20.1 Only an Ordinary Member is entitled to appoint a proxy or attorney to attend and act for that Member at a meeting of Members.
- 20.2 An Ordinary Member may appoint a proxy to attend and act for it at a meeting of Members. An appointment of a proxy must be made by written notice to the Company:
- (a) that complies with section 250A(1) of the Act; or

- (b) in any other form that is in writing, and is signed or otherwise authenticated by the Member in a manner satisfactory to the Board.
- 20.3 An Ordinary Member may appoint an attorney to act, or to appoint a proxy to act, at a meeting of Members. If the appointor is an individual, the power of attorney must be signed in the presence of at least one witness.
- 20.4 An appointment of proxy or an attorney is not effective for a particular meeting of Members unless:
- (a) in the case of a proxy, the proxy appointment form and, if it is executed by an attorney, the relevant power of attorney or a certified copy of it; and
- (b) in the case of an attorney, the power of attorney or a certified copy of it,
- are received by the Company at its registered office or a fax number at that office (or another number specified for the purpose in the relevant notice of meeting) at least **48 hours** before the time for which the meeting was called or, if the meeting has been adjourned, the meeting is resumed.
- 20.5 An Ordinary Member may appoint a proxy or attorney to act at a particular meeting of Members or make a standing appointment and may revoke any appointment. The proxy or attorney may, but need not, be a Member:
- (a) a proxy or attorney has no power to act for an Ordinary Member at a meeting of which the Ordinary Member is present in person;
- (b) a proxy has no power to act for an Ordinary Member at a meeting which the Ordinary Member is present by attorney.
- 20.6 If more than one attorney is appointed by an Ordinary Member is present at a meeting of Members, and the Company has not received notice of revocation of any of the appointment:
- (a) the attorney appointed to act at that particular meeting may act to the exclusion of an attorney appointed under a standing appointment; and
- (b) subject to **Clause 20.6(a)**, an attorney appointed under a more recent appointment may act to the exclusion of an attorney appointed earlier in time.
- 20.7 An appointment of proxy by an Ordinary Member is revoked (or, in the case of a standing appointment, suspended for that particular meeting). If the Company receives a further appointment of proxy from that Ordinary Member which would result in there being more than one proxy of that Ordinary Member entitled to act at a meeting. The appointment of proxy made first in time is the first to be treated as revoked or suspended by this **Clause 20.7**.
- 20.8 An act done at a meeting of Members by a proxy or attorney is valid even if, before the act is done, the appointment Ordinary Member:
- (a) dies or becomes mentally incapacitated;
- (b) becomes bankrupt or an insolvent under administration;



- (c) revokes the appointment or revokes the authority under which the appointment was made by a third party,

unless the Company has received written notice of the matter before the start or resumption of the meeting which the vote is cast.

## **21. VOTING AT MEETINGS**

21.1 At any meeting a resolution will be decided on a show of hands of Ordinary Members (or by other appropriate means of voting decided by the Chairman of the meeting in the event that the meeting is held at different venues as contemplated by **Clause 17.4**) unless a poll is (before or on the declaration of the result of the show of hands) demanded:

- (a) by the Chairman of the meeting; or
- (b) by not less than three Ordinary Members entitled to vote on the resolution and present in person.

A demand for a poll may be withdrawn. Unless a poll is demanded a declaration by the Chairman that a resolution has been carried or carried by a particular majority or lost and an entry to that effect made in the book containing the minutes of the proceedings of the Company will be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

21.2 In case of an equality of votes whether of a show of hands or on a poll the Chairman of the meeting has a second or casting vote in addition to his deliberative vote.

21.3 If a poll is demanded it will be taken in such manner and either immediately or after an interval adjournment or otherwise as the Chairman directs. The result of the poll will be the resolution of the meeting. No poll may be demanded on the election of a Chairman or on a question of adjournment.

21.4 Every Ordinary Member present in person or by proxy has one vote on a show of hands and on a poll.

21.5 Unless all money presently payable by any Ordinary Member to the Company has been paid that member will not (unless the Board otherwise determines) be entitled to vote at any general meeting either personally or by proxy.

## **22. AUDIT AND ACCOUNTS**

22.1 The Board will cause proper books of account to be kept with respect to:

- (a) all money received and expended or otherwise dealt with by the Company and the matters in respect of which the receipts and expenditure take place;
- (b) all sales and purchases of goods by the Company; and
- (c) (the assets and liabilities of the Company).

- 22.2 The books of account are to be kept at the Office or subject to the Act at such other place or places as the Board thinks fit and will always be open to the inspection of the members of the Board.
- 22.3 Subject to the Act the Board will from time to time determine at what times and places and under what conditions or regulations the accounts and books of the Company or any of them are to be open to the inspection of members not being members of the Board.
- 22.4 The Board will from time to time and in accordance with the Act cause to be prepared and to be laid before the Company in general meeting such income and expenditure accounts balance sheets group accounts (if any) and reports as are referred to in those documents.
- 22.5 The Directors must cause the financial records of the Company to be audited in accordance with the requirements of the Act.
- 22.6 The Directors, or the Company by an ordinary resolution passed at a general meeting, may authorise an Ordinary Member to inspect books of the Company.

## **23. NOTICES**

A notice may be given by the Company to any member either personally or by sending it by post to him at the address supplied by him to the Company. Where a notice is sent by post service of the notice will be deemed to be effected by properly addressing prepaying and posting a letter or wrapper containing the notice and will be deemed to have been effected on the day following the date on which the notice is posted. A certificate in writing signed by the Secretary that the letter or wrapper containing the notice was so addressed prepaid and posted will be conclusive evidence in that regard.

## **24. WINDING UP**

- 24.1 If the Company is wound up, the liquidator may with the sanction of a special resolution, divide among the members in kind the whole or any part of the property of the Company and may for that purpose set such value as the liquidator considers fair upon any property to be so divided and may determine how the division is to be carried out as between the Ordinary Members.
- 24.2 The liquidator may, with the sanction of a special resolution, vest the whole or any part of any such property in trustees upon such trusts for the benefit of contributories as the liquidator thinks fit, but so that no member is compelled to accept any shares or other securities in respect of which there is no liability.

## **25. OFFICERS INDEMNITY AND INSURANCE**

### **25.1 Indemnity and insurance**

- (a) To the extent permitted by Act, the Company must indemnify each Relevant Officer against:
- (i) a Liability of that person; and

- (ii) Legal Costs of that person.
- (b) To the extent permitted by Act, the Company may make a payment (whether by way of advance, loan or otherwise) to a Relevant Officer in respect of Legal Costs of that person.
- (c) To the extent permitted by Act, the Company may pay, or agree to pay, a premium for a contract insuring a Relevant Officer against:
  - (i) a Liability of that person; and
  - (ii) Legal Costs of that person.
- (d) To the extent permitted by Act, the Company may enter into an agreement or deed with:
  - (i) a Relevant Officer; or
  - (ii) a person who is, or has been an officer of the Company or a subsidiary of the Company,

under which the Company must do all or any of the following:

- (A) keep books of the Company and allow either or both that person and that person's advisers access to those books on the terms agreed;
- (B) indemnify that person against any Liability of that person;
- (C) make a payment (whether by way of advance, loan or otherwise) to that person in respect of Legal Costs of that person, and

keep that person insured in respect of any act or omission by that person while a Relevant Officer or an officer of the Company or a subsidiary of the Company, on the terms agreed (including as to payment of all or part of the premium for the contract of insurance).

## 25.2 Meaning of terms

In **Clause 25.1**:

**“Relevant Officer”** means a person who is, or has been, a Director, a Secretary, the President or the Treasurer.

**“Liability”** of a person means any liability incurred by that person as an officer of the Company.

**“Legal Costs”** of a person means legal costs incurred by that person in defending an action for a Liability of that person.

## 26. AMENDMENT

- 26.1 This document may be amended, modified, repealed or replaced by a Special Resolution of the Members or otherwise in accordance with the Act.

- 26.2 A copy of any Special Resolution referred to in **Clause 26.1** must be lodged with ASIC within **14 days** after the Special Resolution is passed, or otherwise in accordance with the Act.