

Constitution

Ranges Community Health (trading as
Inspiro)

ACN: 136 695 273

ABN: 14 188 575 324

| | |
|----------------|-------------------------------|
| First prepared | April 2009 |
| Amended | October 2012 |
| Amended | October 2016 |
| Replaced | October 2020 |
| Review date | To be determined by the Board |

MOORES

Level 1, 5 Burwood Road
HAWTHORN VIC 3122

Tel: (03) 9843 2100

Fax: (03) 9743 2102

Ref: RLS/SLE: 200469

Moores Legal Pty Ltd

ACN 005 412 868

TABLE OF CONTENTS

| | | |
|-----------|--|----------|
| 1. | NAME | 1 |
| 2. | PURPOSE | 1 |
| | 2.1 Principal Purpose and powers | 1 |
| | 2.2 Guiding principles | 1 |
| | 2.3 Application of income and property | 1 |
| | 2.4 Distribution of assets on revocation of endorsement or winding up | 2 |
| 3. | MEMBERSHIP | 3 |
| | 3.1 General..... | 3 |
| | 3.2 Eligibility | 3 |
| | 3.3 Application..... | 3 |
| | 3.4 Admission | 3 |
| | 3.5 Life members | 4 |
| | 3.6 Register..... | 4 |
| | 3.7 Expulsion and suspension of Members | 4 |
| | 3.8 Cessation of Membership..... | 5 |
| | 3.9 Joining Fee and Annual Membership Fee | 6 |
| 4. | MEETINGS AND RESOLUTIONS OF MEMBERS | 6 |
| | 4.1 Meetings of Members..... | 6 |
| | 4.2 Annual General Meeting | 6 |
| | 4.3 Convening general meetings..... | 6 |
| | 4.4 Changes to general meeting arrangements | 7 |
| | 4.5 Entitlement to receive notice..... | 7 |
| | 4.6 Notice of general meetings..... | 8 |
| | 4.7 Timing of notice..... | 8 |
| | 4.8 Chairperson of general meetings..... | 8 |
| | 4.9 Role of chairperson of general meeting | 9 |
| | 4.10 Quorum for general meetings | 9 |
| | 4.11 Adjournment of general meetings | 9 |
| | 4.12 Method of Voting | 10 |
| | 4.13 Voting rights | 10 |
| | 4.14 Decisions of the Members | 10 |
| | 4.15 Seconding..... | 11 |
| | 4.16 Proxies | 11 |
| | 4.17 Use of technology in meetings..... | 11 |

| | | |
|------|--|-----------|
| 4.18 | Resolutions without meetings..... | 11 |
| 5. | DIRECTORS | 12 |
| 5.1 | Number of Directors..... | 12 |
| 5.2 | Composition of the Board | 12 |
| 5.3 | Eligibility | 12 |
| 5.4 | Nominations..... | 13 |
| 5.5 | Election of Community Representative Directors | 13 |
| 5.6 | Ballot | 13 |
| 5.7 | Appointment of Professional Directors | 14 |
| 5.8 | Filling casual vacancies..... | 14 |
| 5.9 | Term of office..... | 14 |
| 5.10 | Ceasing to be a Director | 15 |
| 5.11 | Effect of casual vacancy | 15 |
| 5.12 | Defects in appointment of Directors | 16 |
| 5.13 | Office Bearers | 16 |
| 5.14 | Chief Executive Officer | 16 |
| 5.15 | Company Secretary..... | 17 |
| 6. | PROCEEDINGS OF THE BOARD | 17 |
| 6.1 | Powers of the Board..... | 17 |
| 6.2 | By-laws..... | 18 |
| 6.3 | Meetings of the Board..... | 18 |
| 6.4 | Convening Board meetings | 18 |
| 6.5 | Entitlement to receive notice of Board meetings..... | 18 |
| 6.6 | Content of notice of Board meetings..... | 18 |
| 6.7 | Timing of notice of Board meetings..... | 18 |
| 6.8 | Chairperson of Board meetings | 18 |
| 6.9 | Quorum for Board meetings..... | 19 |
| 6.10 | Voting at Board meetings | 19 |
| 6.11 | Proxies | 19 |
| 6.12 | Establishment of committees | 19 |
| 6.13 | Delegation of powers | 19 |
| 6.14 | Use of technology in Board meetings | 20 |
| 6.15 | Resolutions without meetings..... | 20 |
| 7. | DIRECTORS' DUTIES AND INTERESTS..... | 20 |
| 7.1 | Duties of Directors | 20 |
| 7.2 | Disclosure of interests..... | 20 |
| 7.3 | Participation in decisions | 21 |
| 7.4 | Directors' interests..... | 22 |

| | | |
|------------|---|-----------|
| 8. | ADMINISTRATION | 22 |
| 8.1 | Minutes..... | 22 |
| 8.2 | Accounts and other records of Inspiro..... | 23 |
| 8.3 | Members' access of Company records | 23 |
| 8.4 | Financial year | 23 |
| 8.5 | Audit | 24 |
| 8.6 | Common seal..... | 24 |
| 8.7 | Execution of documents | 24 |
| 8.8 | Alteration of Constitution | 24 |
| 8.9 | Notices | 24 |
| 8.10 | Officers: indemnities and insurance..... | 25 |
| 8.11 | Winding up..... | 25 |
| 8.12 | Liability of Members..... | 25 |
| 8.13 | Contribution of a Member on winding up..... | 25 |
| 9. | GIFT FUND | 25 |
| 9.1 | Administration of Gift Fund..... | 25 |
| 9.2 | Winding-up, dissolution or revocation | 25 |
| 10. | INTERPRETATION | 26 |
| 10.1 | Exclusion of replaceable rules | 26 |
| 10.2 | Definitions..... | 26 |
| 10.3 | Interpretation | 28 |
| 11. | TRANSITIONAL PROVISIONS..... | 28 |
| 11.1 | Members | 28 |
| 11.2 | Directors | 28 |
| | SCHEDULE 1..... | 29 |

1. NAME

The name of the Company is Ranges Community Health (trading as **Inspiro**).

2. PURPOSE

2.1 Principal Purpose and powers

- (a) Inspiro is a not-for-profit public company limited by guarantee which is established to be, and to continue as, a Charity.
- (b) The Principal Purpose for which Inspiro is established is to promote the prevention or control of disease in human beings by operating a Community Health Service and associated programs focused on the wellbeing of vulnerable and disadvantaged people, in accordance with its guiding principles.
- (c) Inspiro:
 - (i) may do all things incidental or conducive to furthering the Principal Purpose; and
 - (ii) has the capacity and powers of a company under the Act subject to the provisions of this Constitution. These must be used to further the Principal Purpose.

2.2 Guiding principles

In furtherance of its Principal Purpose, Inspiro will strive to:

- (a) give priority to the socially and economically disadvantaged, and, in particular, the frail aged, the young, the disabled, the mentally ill and individuals with complex health care needs;
- (b) evidence a social model of health which particularly recognises the needs of those who cannot readily access the health and welfare system;
- (c) directly deliver high quality services (in a culturally appropriate and empowering manner) which enhance health and social wellbeing;
- (d) strive for a seamless and integrated system of care which ensures maximum accessibility for clients; and
- (e) work in partnership with members of the community and other agencies to improve their health and wellbeing.

2.3 Application of income and property

- (a) The income and property of Inspiro must be applied solely towards the Principal Purpose.
- (b) No portion of the profits, income or property of Inspiro may be paid or transferred directly or indirectly to Members in their capacity as Members.

- (c) Clause 2.3(b) does not stop Inspiro from doing the following things, provided they are done in good faith:
 - (i) paying a Member for goods or services they have provided or expenses they have properly incurred at fair and reasonable rates or rates more favourable to Inspiro, or
 - (ii) making a payment to a Member in carrying out Inspiro's Principal Purpose.
- (d) Inspiro must not pay fees to a Director for acting as a Director.
- (e) Inspiro may:
 - (i) pay a Director for work they do for Inspiro, other than as a Director, if the amount is no more than a reasonable fee for the work done, or
 - (ii) reimburse a Director for expenses properly incurred by the Director in connection with the affairs of Inspiro.
- (f) Any payment made under clause 2.3(e) must be approved by the Board.
- (g) Inspiro may pay premiums for insurance indemnifying Directors, as allowed for by law (including the Act) and this Constitution.

2.4 Distribution of assets on revocation of endorsement or winding up

- (a) If Inspiro is a Deductible Gift Recipient any DGR gifts must be deposited in a separate bank account or otherwise identified so that they can be distinguished from other assets of Inspiro.
- (b) If Inspiro is a Deductible Gift Recipient and is wound up, or its endorsement as a Deductible Gift Recipient is revoked by the Commissioner of Taxation, any DGR gifts remaining after satisfying Inspiro's liabilities and expenses must be transferred to a Charity or Charities endorsed as a Deductible Gift Recipient.
- (c) Upon the winding up of Inspiro, any assets remaining after complying with clause 2.4(a) and 2.4(b):
 - (i) must not be paid or distributed to the Members in their capacity as Members, and
 - (ii) will be given or transferred to a Charity or Charities which:
 - (A) has a similar purpose to the Principal Purpose, and
 - (B) prohibits the distribution of income, profit or assets to its Members in their capacity as Members.
- (d) The Members must decide on or before the time of winding up or revocation by resolution which Charity or Charities will receive a distribution under clause 2.4(a) or 2.4(b). If the Members fail to decide, the matter must be determined by application to the Supreme Court in the State of Victoria.

3. MEMBERSHIP

3.1 General

- (a) The minimum number of Members is one.
- (b) The rights of any Member are not transferable.
- (c) No person may be admitted as a Member from 30 June until the day after the Annual General Meeting.

3.2 Eligibility

A person is eligible for Membership if they:

- (a) are at least 18 years old;
- (b) are committed to the Principal Purpose of Inspiro; and
- (c) meet one of the following criteria:
 - (i) are a client of Inspiro;
 - (ii) live, work or study in the local government area of the Shire of Yarra Ranges;
 - (iii) have a previous connection with the Company which the Board considers sufficient; or
 - (iv) are a Director.

3.3 Application

- (a) An application for Membership must be made in writing in the form and manner (if any) approved by the Board.
- (b) An applicant must agree in writing to contribute the Guaranteed Amount to the property of Inspiro if Inspiro is wound up while the Member is a Member, or within 12 months after they stop being a Member, and this contribution is required to pay for the:
 - (i) debts and liabilities of Inspiro incurred before the Member stopped being a Member, or
 - (ii) costs of winding up.

3.4 Admission

- (a) The Board must consider and resolve whether to accept or reject each application for Membership within a reasonable time.
- (b) The Board may accept or reject any application for Membership in its sole discretion, using such criteria as the Board alone may determine. The Board is not bound to give reasons for the acceptance or rejection of any application.
- (c) If the Board accepts an application, the Company Secretary must:

- (i) enter the applicant's details into the Register as soon as practicable; and
 - (ii) send written notice of the acceptance to the Member.
- (d) A person is admitted as a Member of Inspiro when the person's application has been accepted by the Board and the person's name is entered into the Register.
- (e) If the Board rejects an application, the Company Secretary must send written notice of the rejection to the applicant as soon as practicable.

3.5 Life members

- (a) In recognition of extraordinary service to Inspiro, the Board may appoint a member as a Life member.
- (b) A Life member does not receive any additional rights.

3.6 Register

- (a) The Company Secretary must maintain the Register.
- (b) The Register must contain:
 - (i) the name, address and date of admission to Membership – for each Member; and
 - (ii) the name, date of admission to Membership and date on which a person stopped being a Member – for each former Member.
- (c) The Company Secretary may keep the entries regarding former Members separately from the rest of the Register.
- (d) The address of a Member in the Register may serve as the address of the Member for the purpose of service of any notices to the Member.
- (e) Inspiro must give current Members access to the Register.
- (f) Information that is accessed from the Register must only be used in a manner relevant to the interests or rights of Members.

3.7 Expulsion and suspension of Members

- (a) The Board (in its absolute discretion) may suspend or expel a Member from Inspiro if it decides it is not in the interests of Inspiro for the person to continue or remain as a Member.
- (b) The Board may not pass a resolution to suspend or expel a Member outside of a Board meeting.
- (c) If the Board intends to consider a resolution to suspend or expel a Member, it must give the Member written notice:
 - (i) stating the date, place and time of the meeting where the resolution will be considered;

- (ii) setting out the intended resolution and the grounds on which it is based; and
- (iii) informing the Member that they may attend the meeting and may give an oral or written explanation or submission before the resolution is put to the vote.

The notice must be given at least one week before the meeting at which the resolution is to be considered.

- (d) After considering any oral or written explanation or submission under clause 3.7(c)(iii), the Board may resolve at a Board meeting to:
 - (i) take no further action;
 - (ii) warn the Member;
 - (iii) suspend the Member's rights as a Member for a period of no more than 12 months;
 - (iv) expel the Member;
 - (v) refer the decision to an unbiased, independent person on conditions that the Board consider appropriate (however, the person can only make a decision that the Board could have made under this clause); or
 - (vi) require the matter to be determined at a general meeting.
- (e) Any Member expelled from Inspiro may at any time apply to the Board to be readmitted as a Member.
- (f) No person may become a Director following expulsion or during suspension as a Member unless such a person is subsequently readmitted as a Member.

3.8 Cessation of Membership

- (a) A person ceases to be a Member on:
 - (i) death;
 - (ii) resignation;
 - (iii) termination of the person's Membership in accordance with this Constitution;
 - (iv) becoming bankrupt or insolvent or making an arrangement or composition with creditors of the person's joint or separate estate generally; or
 - (v) the Board deeming, in their sole discretion, the Member to be an untraceable Member because the person has not responded to correspondence sent to the contact details entered in the Register for that Member.

- (b) A Member whose Membership is terminated will be liable for all moneys due by that Member to Inspiro in addition to any sum not exceeding the Guaranteed Amount for which the Member is liable under this Constitution.
- (c) There will be no liability for any loss or injury suffered by a Member as a result of any decision made in good faith under this clause.
- (d) Any person who for any reason ceases to be a Member must not represent themselves in any manner as being a Member.

3.9 Joining Fee and Annual Membership Fee

There is no Joining Fee or Annual Membership Fee payable by Members.

4. MEETINGS AND RESOLUTIONS OF MEMBERS

4.1 Meetings of Members

A meeting of the Members is a general meeting.

4.2 Annual General Meeting

- (a) The Board must call and arrange to hold an Annual General Meeting before the last day of November in each year.
- (b) The business of an Annual General Meeting may include any of the following, even if not referred to in the notice of meeting:
 - (i) the consideration of the annual financial statements, Directors' declaration, Board's report and any auditor's report;
 - (ii) the appointment of Directors;
 - (iii) the appointment of any auditor; and
 - (iv) the fixing of any auditor's remuneration.

4.3 Convening general meetings

- (a) A general meeting may be called by a resolution of the Board.
- (b) If Members with at least five per cent of the votes that may be cast at a general meeting make a written request to Inspiro for a general meeting to be held, the Board must:
 - (i) within 21 days of the Members' request, give all Members notice of a general meeting; and
 - (ii) hold the general meeting within 2 months of the Members' request.
- (c) If the Board does not call the meeting within 21 days of being requested under clause 4.3(b), 50 per cent or more of the Members who made the request may call and arrange to hold a general meeting.

- (d) To call and hold a meeting under clause 4.3(c) the Members must:
 - (i) as far as possible, follow the procedures for general meetings set out in this Constitution;
 - (ii) call the meeting using the list of Members on the Register, which Inspiro must provide to the Members making the request at no cost; and
 - (iii) hold the general meeting within three months after the request was given to Inspiro.
- (e) Inspiro must pay the Members who request the general meeting any reasonable expenses they incur because the Board did not call and hold the meeting.

4.4 Changes to general meeting arrangements

- (a) The Board may change the venue for, postpone or cancel a general meeting, subject to this clause.
- (b) If a general meeting was convened under clause 4.3(b), then it may not be postponed or cancelled without the prior written consent of the Members who called or requisitioned the meeting.
- (c) If the venue of a general meeting is changed, or if the general meeting is cancelled or postponed under this clause:
 - (i) notice of the change, cancellation or postponement must be given to all persons entitled to receive notices of a general meeting under this Constitution;
 - (ii) a notice of postponement must specify the date, time and place to which the general meeting has been postponed;
 - (iii) clause 4.7 does not apply to a notice of postponement or change of venue; and
 - (iv) in the case of a general meeting called under clause 4.3(c) the general meeting must still be held within three months after the request was given to Inspiro under clause 4.2(b).
- (d) The only business that may be transacted at a general meeting which is postponed is the business specified in the notice convening the meeting.

4.5 Entitlement to receive notice

Notice of a general meeting:

- (a) must be given to every Member and every Director; and
- (b) may be given to any auditor appointed for Inspiro and in office at the time.

4.6 Notice of general meetings

A notice of general meeting must:

- (a) be in writing;
- (b) specify the place, the day and the time of the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
- (c) state the general nature of the business to be transacted at the meeting;
- (d) if a Special Resolution is to be proposed at the meeting – set out the wording of the resolution and state that it is proposed as a Special Resolution;
- (e) include the information under clause 4.16;
- (f) include any form for the appointment of a proxy which has been approved by the Board for the purpose; and
- (g) specify that notice of a proxy must be given to Inspiro at least 24 hours before the commencement of the meeting, by delivery to Inspiro at its registered address or at another address (including an electronic address) specified in the notice of the meeting.

4.7 Timing of notice

- (a) In the case of a general meeting, at least 21 days' notice must be given unless:
 - (i) in the case of an Annual General Meeting, all the Members entitled to attend and vote agree beforehand; and
 - (ii) in the case of any other general meeting, if Members with at least 95% of the votes that may be cast at the meeting agree beforehand.
- (b) A general meeting cannot be called with fewer than 21 days' notice if it is of a kind where a resolution will be moved to remove a Director or auditor, notwithstanding clause 4.7(a).

4.8 Chairperson of general meetings

- (a) The Chair will preside as chairperson at every general meeting.
- (b) If there is no Chair or the Chair is not present within 15 minutes after the time appointed for the holding of the general meeting or the Chair is unwilling to act as chairperson for all or part of the meeting, the following, in order of precedence, may preside unless unable or unwilling to do so:
 - (i) a Deputy Chair (if any);
 - (ii) a Director chosen by a majority of the Directors present;

- (iii) the only Director present; or
- (iv) a Member chosen by a majority of the Members present.

4.9 Role of chairperson of general meeting

The chairperson of a general meeting:

- (a) has charge of the general conduct of the meeting and of the procedures to be adopted at the meeting; and
- (b) must give the Members as a whole reasonable opportunity to make comments and ask questions.

4.10 Quorum for general meetings

- (a) No business may be transacted at any general meeting, other than the election of a chairperson or adjournment of a meeting, unless a quorum of Members is present at the time when the meeting proceeds to business.
- (b) A quorum of Members for a general meeting is 5% of the total number of Members or 20 Members, whichever is lesser.
- (c) If a quorum is not present within 15 minutes from the time appointed for a general meeting, then:
 - (i) in the case of a meeting called by, or at the request of Members, the meeting will dissolve;
 - (ii) in any other case:
 - (A) the meeting stands adjourned to such day, and at such time and place, as the Board determine or, if no determination is made by the Board, to the same day in the next week at the same time and place; and
 - (B) if at the resumption of the meeting a quorum is not present within 15 minutes from the time appointed for the meeting, then the meeting will dissolve.
- (d) A person attending as a proxy is deemed to be a Member present for the purpose of determining a quorum.
- (e) A Member that is suspended is not counted as a Member for the purpose of determining a quorum.

4.11 Adjournment of general meetings

- (a) The chairperson of a general meeting may at any time, and must if so directed by a majority of the Members present and entitled to vote adjourn the meeting or any business, motion, or discussion being considered or remaining to be considered.
- (b) Only unfinished business is to be transacted at a general meeting resumed after an adjournment.

- (c) It is not necessary to give any notice of an adjournment, or of the business to be transacted at any adjourned meeting, unless a meeting is adjourned for one month or more.
- (d) A meeting adjourned under this clause is adjourned:
 - (i) to such day, and at such time and place, as the Directors present decide; and
 - (ii) if no determination is made by the Board, to the same day in the next week at the same time and place.

4.12 Method of Voting

- (a) At a general meeting, voting will occur by show of hands or voices or such other method as the chairperson determines, unless a poll is demanded.
- (b) A poll can be demanded by three Members (or their proxy) at any time prior to a vote being taken, or immediately after the declaration of a result of a vote conducted by means other than a poll.
- (c) A demand for a poll may be withdrawn.
- (d) If a poll is duly demanded, it will be taken in such a manner as the chairperson directs.
- (e) A poll demanded on the election of the chairperson of the meeting or on a question of adjournment of a meeting must be taken immediately.
- (f) A Member may vote in person, by technology or by proxy.

4.13 Voting rights

- (a) On a vote conducted at a general meeting by poll, each Member has one vote.
- (b) On a vote conducted at a general meeting by other means, each person present who is a Member or proxy for a Member, has one vote.
- (c) In the case of a resolution passed without a meeting, in the manner provided under clause 4.18, each Member has one vote.
- (d) A Member that is suspended is not entitled to vote during the period of suspension.

4.14 Decisions of the Members

- (a) Questions arising for determination by the Members will be decided by a majority of votes cast, unless otherwise provided in this Constitution.
- (b) In a case of an equality of votes cast on a motion, the chairperson of the general meeting will have a second or "casting" vote.
- (c) A declaration by the chairperson of the meeting that a resolution has been carried or lost, and an entry to that effect in the minutes is

conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution – unless a poll is demanded.

- (d) An objection may be raised to the qualification of a voter only at the meeting at which the vote objected to is given or tendered. Any such objection will be referred to the chairperson of the meeting whose decision is final. A vote not disallowed pursuant to such an objection is valid for all purposes.

4.15 Seconding

It is not necessary for a motion to be seconded in order to be put to a vote.

4.16 Proxies

- (a) A Member may appoint a proxy to act on behalf of the Member at one or more general meetings.
- (b) A proxy may exercise any and all of the rights of the Member who appointed it at a general meeting, subject to the following:
 - (i) a proxy is subject to any directions or limitations specified in the proxy appointment; and
 - (ii) a proxy does not have the authority to speak and vote for a Member at a meeting while the Member is at the meeting.
- (c) A proxy must be a Member of Inspiro.
- (d) The appointment of a proxy must be in writing and signed by the Member making the appointment and in a form as similar as possible to that in Schedule 1.
- (e) A vote given by proxy is valid even if the Member who appointed the proxy revokes the appointment, or ceases to be a Member, provided that the chairperson was not aware of the revocation or cessation of Membership at the time the proxy cast the vote.

4.17 Use of technology in meetings

- (a) Inspiro may hold a general meeting at any two or more locations using any technology that gives the Members as a whole a reasonable opportunity to participate.
- (b) A person participating through the use of technology will be deemed to be present at the meeting in person.

4.18 Resolutions without meetings

- (a) This clause does not apply to a Special Resolution, a resolution to remove a Director from office, or a resolution by the Members to appoint or remove an auditor.
- (b) A resolution may be passed without a meeting if:

- (i) notice has been given of the resolution to all of the Members entitled to vote; and
 - (ii) a majority of Members entitled to vote on the resolution approve the resolution in writing.
- (c) For the purpose of this clause:
- (i) the notice must include the wording of the resolution and may be distributed by any means, including electronic communication;
 - (ii) approval in writing includes approval given by email and any other means of electronic communication; and
 - (iii) a resolution will be deemed to have failed if it has not received the required approval within three days after the notice is given.
- (d) The resolution is passed when approval is given to the Company Secretary by the last person necessary to constitute a majority in favour of the resolution.

5. DIRECTORS

5.1 Number of Directors

- (a) The minimum number of Directors is five.
- (b) The maximum number of Directors is eleven.

5.2 Composition of the Board

In order to ensure a skills-based and community representative Board, the Board will comprise:

- (a) at least three and up to six Community Representative Directors, elected by the Members pursuant to clause 5.5; and
- (b) up to five Professional Directors, appointed by the Board pursuant to clause 5.7.

5.3 Eligibility

- (a) Any natural person committed to the Principal Purpose is eligible to be appointed or elected as a Director provided:
 - (i) the person is a Member, or has applied to become a Member;
 - (ii) the person is not an employee of Inspiro;
 - (iii) the person has given written, signed consent to act as a Director;
 - (iv) the person has suitable qualifications, skills and experience to discharge the functions of a Director, as determined by the Board from time to time; and

- (v) the person is not ineligible to be a Director under:
 - (A) the Act; or
 - (B) the ACNC Legislation.
- (b) Rule 5.3(a)(v)(B) will not apply to disqualify a person if an exemption is obtained from the ACNC Commissioner.

5.4 Nominations

- (a) The Company Secretary must send a nomination form for election as a Community Representative Director to each Member at least 42 days before the date of the Annual General Meeting.
- (b) The nomination form must:
 - (i) specify the positions to be filled;
 - (ii) include details of the nominee; and
 - (iii) state the date on which nominations must be returned.

5.5 Election of Community Representative Directors

- (a) At each Annual General Meeting an election must be held to fill any vacant Community Representative Director positions.
- (b) If the number of Members nominated for a Community Representative Director position is less than or equal to the number to be elected, the Chairperson of the meeting must declare each of those Members to be elected to the position.
- (c) If the number of Members nominated exceeds the number to be elected, a ballot must be held pursuant to rule 5.6.

5.6 Ballot

- (a) If a ballot is required for the election for a position, it must be conducted by secret ballot.
- (b) The Company Secretary will act as returning officer. If the Company Secretary is unable or unwilling to act as returning officer, the chairperson must appoint a returning officer. The returning officer must not be a person nominated for the position.
- (c) Before the ballot is taken, each candidate may make a short speech in support of their election.
- (d) The returning officer must give a blank piece of paper to:
 - (i) each Member present in person; and
 - (ii) each proxy appointed by a Member.
- (e) If the ballot is for a single position, the voter must write on the ballot paper the name of the candidate for whom they wish to vote.

- (f) If the ballot is for more than one position:
 - (i) the voter must write on the ballot paper the name of each candidate for whom they wish to vote; and
 - (ii) the voter must not write the names of more candidates than the number to be elected.
- (g) Ballot papers that do not comply with rule 5.6(f)(ii) are not to be counted.
- (h) Each ballot paper on which the name of a candidate has been written counts as one vote for that candidate.
- (i) The returning officer must declare elected the candidate or, in the case of an election for more than one position, the candidates who received the most votes.
- (j) If the returning officer is unable to declare the result of an election under rule 5.6(i) because two or more candidates received the same number of votes, the election must be determined by lot.

5.7 Appointment of Professional Directors

The Board may appoint a Professional Director at any time, subject to the maximum number of Directors.

5.8 Filling casual vacancies

The Board may appoint an eligible Member to fill a position on the Board that:

- (a) has become vacant under clause 5.10; or
- (b) was not filled by election at the last Annual General Meeting.

5.9 Term of office

- (a) The term of office of a Community Representative Director elected by the Members pursuant to clause 5.5:
 - (i) is the period specified in the resolution, and if there is no period specified, then a term of up to three years;
 - (ii) commences on the date of appointment; and
 - (iii) expires at the end of the period specified in the resolution or if there is no period specified then at the conclusion of the third Annual General Meeting following the appointment.
- (b) The term of office of a Professional Director appointed by the Board pursuant to clause 5.7:
 - (i) is the period specified in the resolution, and if there is no period specified, then a term of up to three years;
 - (ii) commences on the date of appointment; and

- (iii) expires at the end of the period specified in the resolution or if there is no period specified then at the conclusion of the third Annual General Meeting following the appointment.
- (c) The term of office of a Community Representative Director appointed by the Board to fill a casual vacancy:
 - (i) commences on the date of appointment; and
 - (ii) expires at the conclusion of the Annual General Meeting following their term appointment.
- (d) A person may be appointed as a Director for more than one term of office.

5.10 Ceasing to be a Director

- (a) A person stops being a Director, and a casual vacancy is created, if they:
 - (i) resign;
 - (ii) die;
 - (iii) cease to be a Member;
 - (iv) are removed by the Members under the Act;
 - (v) are absent without the consent of the Board and without leave of absence, from:
 - (A) three consecutive Board meetings; or
 - (B) at least four Board meetings over 12 months.
 - (vi) become subject to a Court order to receive treatment or have their finances managed by another person due to the Director being of unsound mind or having a mental illness; or
 - (vii) becomes ineligible to be a Director under the Act or the ACNC Legislation.
- (b) Clause 5.10(a)(vii) will not create a casual vacancy if an exemption is obtained from the ACNC Commissioner.

5.11 Effect of casual vacancy

- (a) If the number of Directors is less than five the remaining Directors must act as soon as possible to increase the number of Directors to at least six, by:
 - (i) appointing a Community Representative Director;
 - (ii) appointing a Professional Director; or
 - (iii) appointing Directors pursuant to clause 5.8(a),

as it sees fit.

- (b) Until the remaining Directors have acted in accordance with the preceding clause, the Board may only act if and to the extent that there is an emergency requiring them to act.

5.12 Defects in appointment of Directors

Each resolution passed or step taken by, or with the participation of, a person acting as a Director or Member of a committee is valid even if it is later discovered that:

- (a) there was a defect in the appointment of the person; or
- (b) the person was disqualified from continuing in office, voting on the resolution or taking the step.

5.13 Office Bearers

- (a) From time to time as required, the Board must appoint a Chair and a Deputy Chair from among the Board.
- (b) Office Bearers of Inspiro hold office until the end of the first Annual General Meeting following their appointment.
- (c) The description, number and duties of the Office Bearers may be determined by the Board from time to time.
- (d) An Office Bearer may be elected for more than one successive term.
- (e) The Board may remove or suspend a person from holding any Office Bearer position by resolution passed at a Board meeting provided:
 - (i) the resolution is passed by not less than two-thirds of the Directors present; and
 - (ii) at least 21 days' notice in writing of the resolution has been given to the Company Secretary and to the person who is the subject of the resolution.

5.14 Chief Executive Officer

- (a) The Board may appoint a Chief Executive Officer designated by whatever title the Board thinks fit.
- (b) The appointment may be for the period, at the remuneration and on the conditions that the Board thinks fit.
- (c) The Board may remove the Chief Executive Officer at any time, subject to any contract between Inspiro and the Chief Executive Officer.
- (d) The Chief Executive Officer may attend and speak at all Board meetings and general meetings, but may not vote.
- (e) The Chief Executive Officer will be the Company Secretary.

5.15 Company Secretary

- (a) Unless otherwise determined by the Board, the Company Secretary will be the Chief Executive Officer pursuant to clause 5.14(e).
- (b) There must be at least one Company Secretary.
- (c) The Company Secretary must ordinarily reside in Australia and be at least 18 years of age.
- (d) A person must not be appointed Company Secretary unless the person has given Inspiro a signed consent to act as Company Secretary.
- (e) The Company Secretary may be, but is not required to be, a Director.
- (f) The Company Secretary may attend and speak at Board meetings but may not vote. If the Company Secretary is also a Director, they may vote in their capacity as a Director.
- (g) The Board may suspend or remove a Company Secretary.
- (h) Acts of the Company Secretary are not invalidated solely by reason of:
 - (i) a defect in the Company Secretary's appointment; or
 - (ii) the Company Secretary being disqualified from being a Company Secretary,

provided the Company Secretary was unaware of the defect or disqualification at the time of the act.
- (i) The Company Secretary must identify whether a person is ineligible to be appointed as a Director or responsible person under this Constitution as a result of disqualification by the Act or the ACNC Legislation. The Company Secretary must:
 - (i) perform a search of the publicly available registers as soon as practicable after becoming aware that a person has been, or may be, appointed as a Director; and
 - (ii) must obtain a declaration from each Director to the effect that they are not disqualified by the Act or the ACNC Legislation, and that they will notify the Company Secretary as soon as possible in the event that they become disqualified.

6. PROCEEDINGS OF THE BOARD

6.1 Powers of the Board

- (a) The Board is responsible for the management of the business of Inspiro and may exercise all the powers of Inspiro (in accordance with the provisions of this Constitution) that are not, by the Act or by this Constitution, required to be exercised by the Members.
- (b) The Board cannot remove a Director or auditor.

6.2 By-laws

- (a) The Board has power to make regulations or by-laws for the general conduct and management of Inspiro and the business of the Board.
- (b) The Board may revoke and alter such by-laws or regulations as it sees fit.

6.3 Meetings of the Board

The Board must meet together for the dispatch of business at least nine times in each year.

The Board may adjourn and otherwise regulate its meetings as it thinks fit.

6.4 Convening Board meetings

A Director may convene or ask the Company Secretary to convene a Board meeting at any time by giving reasonable notice to all of the other Directors.

6.5 Entitlement to receive notice of Board meetings

- (a) Notice must be given to each Director entitled to vote at the meeting.
- (b) A Director may waive the requirement to receive notice of a Board meeting.

6.6 Content of notice of Board meetings

A notice of a Board meeting:

- (a) must specify the place, the day and the time of the meeting; and
- (b) if the meeting is to be held in two or more places, it must specify the technology that will be used to facilitate this; but
- (c) it does not need to specify the nature of the business to be transacted at the meeting.

6.7 Timing of notice of Board meetings

- (a) Subject to clause 6.7(b), at least three days' written notice must be given of Board meetings to all Directors.
- (b) The Board may unanimously waive the requirement to give three days' notice of Board meetings.

6.8 Chairperson of Board meetings

- (a) The Chair will preside as chairperson at Board meetings.
- (b) If the Chair is not present within 15 minutes after the time appointed for the Board meeting or is unwilling to act as chairperson for all or part of the meeting then:
 - (i) if there is a Deputy Chair, the Deputy Chair will be the chairperson; and

- (ii) if there is not a Deputy Chair present, willing and able to be the chairperson during all or part of the meeting, the Directors present may elect a Director to be chairperson of the meeting or part of it.

6.9 Quorum for Board meetings

- (a) No business may be transacted at any Board meeting unless a quorum is present.
- (b) A quorum consists of four Directors.
- (c) A Director on a leave of absence approved by the Board should not be included when calculating the total number of Directors for the purposes of this clause.

6.10 Voting at Board meetings

- (a) A question arising at a Board meeting is to be decided by a majority of votes of Directors present and entitled to vote, unless otherwise provided in this Constitution. Such a decision is for all purposes a decision of the Board.
- (b) Where the votes cast on a motion are equal, the chairperson of the meeting will have a second or "casting" vote.

6.11 Proxies

Proxy votes are not permitted at Board meetings.

6.12 Establishment of committees

- (a) The Board may establish the following committees:
 - (i) Finance and Audit Committee;
 - (ii) Quality and Risk Governance Committee; and
 - (iii) any other or different Committees it deems necessary;subject to such terms of reference as the Board determines.
- (b) A committee may include, or be comprised of, non-Directors.
- (c) The meetings and proceedings of committees are:
 - (i) subject to any directions of the Board; and
 - (ii) otherwise governed by the provisions of this Constitution which regulate the proceedings of the Board, to the greatest extent practical.

6.13 Delegation of powers

- (a) The Board may delegate any of its powers to one or more Directors, a committee, an employee or any other person.

- (b) A delegation must be recorded in Inspiro's minute book.
- (c) The Board may revoke a delegation.
- (d) The Board may specify terms of the delegation (including the power to further delegate).

6.14 Use of technology in Board meetings

- (a) The Board may hold its meetings by using any technology that is agreed to by the Board.
- (b) The Board's agreement may be a standing one.
- (c) A Director may only withdraw his or her consent within a reasonable period before the meeting.
- (d) A Director who is present at a Board meeting through the use of technology is deemed to be present at the meeting.

6.15 Resolutions without meetings

- (a) A resolution of the Board may be passed without a meeting if a majority of the Directors entitled to vote on the resolution sign a notice stating that they are in favour of the resolution.
- (b) The resolution is passed at the time when the last Director necessary to constitute a majority in favour of the resolution signs.
- (c) For the purpose of this clause:
 - (i) the notice must include the wording of the resolution;
 - (ii) the notice may be distributed by any means, including electronic communication;
 - (iii) separate copies of the notice may be signed; and
 - (iv) a resolution will be deemed to have failed to have been passed if it has not achieved majority consent within 48 hours after the notice was given.

7. DIRECTORS' DUTIES AND INTERESTS

7.1 Duties of Directors

Directors must comply with any duties imposed on them by the Act and with the duties described in governance standard 5 of the ACNC Legislation.

7.2 Disclosure of interests

A Director must disclose the nature and extent of any perceived or actual material conflict of interest to the other Directors (or the Members if the other Directors share that conflict).

7.3 Participation in decisions

- (a) A Director who has a material personal interest in a matter that is being considered by the Board:
- (i) must not be present while the matter is being considered at a Board meeting; or
 - (ii) vote on the matter;
- unless permitted by clause 7.3(b).
- (b) A Director may be present or vote if:
- (i) the interest arises because the Director is a Member of Inspiro, and the interest is held in common with other Members of Inspiro;
 - (ii) the interest arises in relation to the Director's remuneration as a Director of Inspiro;
 - (iii) the interest relates to a contract Inspiro is proposing to enter into that:
 - (A) is subject to approval by the Members; and
 - (B) will not impose any obligation on Inspiro if it is not approved by the Members;
 - (iv) the interest arises merely because the Director is a guarantor or has given an indemnity or security for all or part of a loan (or proposed loan) to Inspiro;
 - (v) the interest arises merely because the Director has a right of subrogation in relation to a guarantee or indemnity referred to in clause 7.3(b)(iv);
 - (vi) the interest relates to an insurance contract that insures, or would insure, the Director against liabilities that the Director incurs as an officer of Inspiro (but only if the contract does not make Inspiro or a Related Body Corporate the insurer);
 - (vii) the interest relates to any payment by Inspiro or a Related Body Corporate in respect of an indemnity permitted under section 199A of the Act or any contract relating to such an indemnity; or
 - (viii) the interest is in a contract, or proposed contract, with, or for the benefit of, or on behalf of, a Related Body Corporate and arises merely because the Director is a director of the Related Body Corporate; or
 - (ix) the Australian Securities and Investments Commission makes an order allowing the Director to vote on the matter; or
 - (x) the Directors who do not have a material personal interest in the matter pass a resolution that:

- (A) identifies the Director, the nature and extent of the Director's interest in the matter and how it relates to the affairs of Inspiro, and
- (B) states that those Directors are satisfied that the interest should not stop the Director from voting or being present.

7.4 Directors' interests

Provided a Director complies with clauses 7.2 and 7.3, they may:

- (a) hold any other position in Inspiro, except that of auditor;
- (b) hold any office or place of profit in any other entity promoted by Inspiro or in which it has an interest of any kind;
- (c) enter into a contract or arrangement with Inspiro;
- (d) participate in any association, institution, fund, trust or scheme for past or present employees or Directors of Inspiro or persons dependent on or connected with them;
- (e) act in a professional capacity (or be a Member of a firm which acts in a professional capacity) for Inspiro, except as auditor;
- (f) sign or participate in the execution of a document by or on behalf of Inspiro; and
- (g) do any of the above despite the fiduciary relationship of the Director's office:
 - (i) without any liability to account to Inspiro for any direct or indirect benefit accruing to the Director; and
 - (ii) without affecting the validity of any contract or arrangement

8. ADMINISTRATION

8.1 Minutes

- (a) The Board must ensure that minutes of:
 - (i) all proceedings and resolutions of general meetings;
 - (ii) all proceedings and resolutions of Board meetings, including meetings of a committee established by the Board;
 - (iii) resolutions passed by Members without a meeting; and
 - (iv) resolutions passed by the Board without a meeting,

are duly entered into the books kept for that purpose, as soon as practicable following approval of the minutes by the Board.
- (b) Inspiro must ensure that:

- (i) minutes of a Board or general meeting are signed within a reasonable time after the meeting by one of the following:
 - (A) the chairperson of the meeting; or
 - (B) the chairperson of the next meeting; and
- (ii) minutes of the passing of a resolution without a meeting are signed by a Director within a reasonable time after the resolution is passed.
- (c) A minute recorded and signed as required by this clause is evidence of the proceeding, resolution or declaration to which it relates, unless the contrary is proved.
- (d) Inspiro must keep its minute books at its registered office or its principal place of business in Australia.

8.2 Accounts and other records of Inspiro

- (a) Inspiro must make and keep written financial records that:
 - (i) correctly record and explain its transactions and financial position and performance;
 - (ii) enable true and fair financial statements to be prepared and to be audited; and
 - (iii) are prepared in accordance with ACNC requirements.
- (b) The accounts will be held at the registered office or any other place as the Board thinks fit.
- (c) A Director has a right of access to the financial records at all reasonable times.
- (d) Inspiro must retain its financial records for at least seven years.
- (e) The Board must take reasonable steps to ensure that Inspiro's records are kept safe.

8.3 Members' access of Company records

To allow Members to access and inspect Inspiro's records:

- (a) Inspiro must give a Member access to the records set out in clauses 8.1(a)(i) and 8.1(a)(iii); and
- (b) Inspiro may authorise a Member to inspect other records of Inspiro, including records referred to in clause 8.2.

8.4 Financial year

The financial year will begin on the first day of July and end on the thirtieth day of June, unless the Board passes a resolution to change the financial year.

8.5 Audit

- (a) If required by law, Inspiro must appoint and remunerate an auditor.
- (b) Any auditor is entitled to attend any general meeting and to be heard by the Members on any part of the business of the meeting that concerns the auditor in their capacity as auditor.
- (c) Inspiro may give any auditor all communications relating to the general meeting that the Members of Inspiro are entitled to receive.

8.6 Common seal

Inspiro does not have a common seal.

8.7 Execution of documents

Inspiro may execute a document by the signature of:

- (a) two Directors; or
- (b) one Director and one Company Secretary; or
- (c) one Director and another person appointed by the Board for that purpose.

8.8 Alteration of Constitution

- (a) Inspiro may only change its legal name by Special Resolution.
- (b) Inspiro may only alter this Constitution by Special Resolution in accordance with the Act.
- (c) The Members must not pass a Special Resolution that amends this Constitution if passing it causes Inspiro to no longer be a Charity.

8.9 Notices

- (a) Notices can be served on Members or Directors personally, by post, electronic mail, or such other means as may be generally accepted in business from time to time.
- (b) Notices directed to the last known address (including any virtual or electronic address) of a Member or Director are to be treated as duly served in such time as it would usually take for such notice to be delivered.
- (c) The non-receipt of notice of a general meeting or Board meeting, including notice of postponement or change of venue, does not invalidate anything done or any resolution passed at the meeting if the non-receipt of notice occurred by accident or inadvertent error.
- (d) A person who attends a general meeting or Board meeting waives any objection that person may have to non-receipt of notice of the meeting.

- (e) In calculating a period of notice to be given under this Constitution, both the days on which the notice is given or taken to be given and the day of the meeting convened by it are to be disregarded.

8.10 Officers: indemnities and insurance

- (a) Inspiro indemnifies every person that is or has been an Officer of Inspiro, or of a wholly-owned subsidiary, against any liability (including without limitation liability for legal costs) incurred as a result of their position as Officer (other than to Inspiro or a Related Body Corporate) to the full extent permitted by law.
- (b) Inspiro may pay, or agree to pay, a premium in respect of a contract insuring its Officers, to the extent permitted by law.

8.11 Winding up

Subject to clause 2.4, Inspiro may be dissolved by a Special Resolution of Members.

8.12 Liability of Members

The liability of a Member is limited to the Guaranteed Amount, being \$1.00.

8.13 Contribution of a Member on winding up

Every Member undertakes to contribute to the assets of Inspiro in the event of Inspiro being wound up while they are a Member, or within one year of ceasing to be a Member such amount as may be required not exceeding the Guaranteed Amount, for the:

- (a) payment of the debts and liabilities of Inspiro contracted while the Member or past Member was a Member; or
- (b) costs, charges and expenses of winding up.

9. GIFT FUND

Inspiro has established and must maintain the Ranges Community Health trading as Inspiro Gift Fund (“**the Gift Fund**”).

9.1 Administration of Gift Fund

- (a) Gifts to the Gift Fund and any money received by Inspiro because of those gifts must be deposited into the Gift Fund. These monies must be kept in a separate bank account to the other funds of Inspiro and may only be used for the purpose of the Gift Fund.
- (b) No monies/assets in the Gift Fund may be distributed to Members or Office Bearers of Inspiro, except as reimbursement of out-of-pocket expenses incurred on behalf of the Gift Fund or proper remuneration for administrative services.

9.2 Winding-up, dissolution or revocation

If the Gift Fund is wound up or dissolved or Inspiro’s Deductible Gift Recipient status is revoked and there remains after satisfaction of all the debts and

liabilities, any property or funds in the Gift Fund (**surplus assets**), those surplus assets must not be given to Members, but must be given to a Charity:

- (a) with purposes similar to, or inclusive of the purpose of the Gift Fund;
- (b) that is a Deductible Gift Recipient; and
- (c) whose rules prohibit the distribution of its assets among its Members.

10. INTERPRETATION

10.1 Exclusion of replaceable rules

The replaceable rules contained in the Act do not apply to Inspiro.

10.2 Definitions

In this Constitution:

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

“**ACNC Legislation**” means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth) and the *Australian Charities and Not-for-profits Commission (Consequential and Transitional) Act 2012* (Cth).

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

“**Address**” means a physical or electronic address.

“**Annual General Meeting**” means a meeting held once in every calendar year at such time and place as may be determined by the Board, for the purposes of carrying out the business of Inspiro described in clause 4.2(b) or such of it as is thought necessary by the Board.

“**auditor**” may mean a reviewer, if permitted by the Act or ACNC Legislation.

“**Board**” means the Board of Directors for the time being of Inspiro.

“**chairperson**” means the person chairing a meeting.

“**Chair**” means the person appointed to the position of Chair under the clause 5.13.

“**Charity**” has the same meaning as under the *Charities Act 2013* (Cth).

“**Chief Executive Officer**” means the person employed as the Chief Executive Officer pursuant to clause 5.14.

“**Community Health Service**” means a not-for-profit institution which delivers holistic and integrated health services based on a social model of health.

“**Community Representative Director**” means a Director elected or appointed pursuant to clause 5.5 or 5.7.

“**Company**” means Ranges Community Health (trading as Inspiro).

“**Company Secretary**” means the Company Secretary for the time being of Inspiro and if there are joint secretaries, any one or more of such joint secretaries.

“**Deputy Chair**” means the person appointed to the position of Deputy Chair under clause 5.13.

“**Deductible Gift Recipient**” means an entity to which tax deductible gifts may be made pursuant to Division 30 of the ITAA 97.

“**DGR Gifts**” means:

- (a) gifts of money or property for the Principal Purpose received during any time that Inspiro is endorsed as a Deductible Gift Recipient;
- (b) contributions described in item 7 or 8 of the table in section 30-15 of the ITAA 97 in relation to a fundraising event (as defined by section 995-1 of the ITAA 97) held for that purpose during any time that Inspiro is endorsed as a Deductible Gift Recipient; and
- (c) money received by Inspiro because of such gifts or contributions during any time that Inspiro is endorsed as a Deductible Gift Recipient.

“**Directors**” means the Directors for the time being of Inspiro and “**Director**” has a corresponding meaning.

“**Guaranteed Amount**” means the amount set out in clause 8.12.

“**Holding Company**” means a body corporate of which Inspiro is a subsidiary.

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

“**Life member**” is a member appointed by the Board pursuant to clause 3.5.

“**Member**” means a person whose name is entered in the Register as a Member of Inspiro in accordance with clause 3.5 and “**Membership**” has the corresponding meaning.

“**Office Bearer**” means Chair and Deputy Chair.

“**Officer**” has the meaning given under the Act.

“**person**” includes a natural person and a corporation within the meaning of s 57A of the Act.

“**poll**” means a method of voting where votes are cast in writing. It includes (but is not limited to) a vote conducted by secret ballot.

“**Principal Purpose**” means the purpose set out in clause 2.1.

“**Register**” means the register of Members of Inspiro under the Act.

“**Related Body Corporate**” means a body corporate that is a Holding Company, a subsidiary of Inspiro, or a subsidiary of a Holding Company.

“**Special Resolution**” means a resolution passed at a general meeting:

- (i) of which notice has been given in accordance with clause 4.6(d); and
- (ii) that has been passed by at least 75% of the votes cast by Members entitled to vote on the resolution.

10.3 Interpretation

In this Constitution:

- (a) If an expression in the Constitution has a meaning in the Act, the meaning from the Act will apply to the expression - except where a contrary intention appears in this Constitution.
- (b) A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it, and all regulations and statutory instruments issued under it.

11. TRANSITIONAL PROVISIONS

The following clauses apply notwithstanding anything to the contrary in this Constitution.

11.1 Members

The Members immediately following the adoption of this Constitution will be those Members listed on the Register at the time of adoption.

11.2 Directors

- (a) The Directors immediately following the adoption of this Constitution will be those in office at the time of adoption.
- (b) Directors appointed prior to the adoption of this Constitution may complete their term of office under the previous Constitution. Time served prior to the adoption of this Constitution will be taken into account for the purposes of clause 5.9.

SCHEDULE 1

APPOINTMENT OF PROXY – Inspiro

I, _____
 (Member)

of _____
 (Address)

appoint _____
 (Proxy)

as my proxy for the General Meeting of Inspiro be held on

 (Date)

and at any adjournment.

CHOOSE

My proxy can vote on my behalf for all resolutions at the above General Meeting.

OR

My proxy can vote for the resolutions listed below as indicated:

| in favour of / against | detail of proposed resolution |
|---------------------------|-------------------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Signed _____
(Member)

Date: