Constitution

of

Mamu Health Service Limited

Adopted at a Special General Meeting
2 November 2024

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Mamu Health Service Limited

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PRELIMINARY

1. Definitions

1.1 The words and phrases used in this Constitution have the meanings set out at Schedule 1.

1.2 Subject to clause 1.1 in this Constitution, except where the context otherwise requires, an expression in a clause of this Constitution has the same meaning as in the Corporations Act. Where the expression has more than one meaning in the Corporations Act and a provision of the Corporations Act deals with the same matter as a clause of this Constitution, that expression has the same meaning as in that provision.

2. Interpretation

2.1 In this Constitution, except where the context otherwise requires:

(a) the singular includes the plural and vice versa, and a gender includes other genders;

(b) another grammatical form of a defined word or expression has a corresponding meaning;

(c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Constitution, and a reference to this Constitution includes any schedule or annexure;

(d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

(e) a reference to A$, $A, dollar or $ is to Australian currency;

(f) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions; and

(g) a reference to a provision of the Corporations Act or the ITAA will be taken to be a reference to any successors to those provisions.

3. Replaceable rules

3.1 To the extent permitted by law, the replaceable rules in the Corporations Act do not apply to the Company.

OBJECTS

4. Objects

4.1 The Company is established to be a not-for-profit charitable institution whose objects are to:

(a) Ensure and maintain an Aboriginal and Torres Strait Islander community-controlled health organisation that is managed by members elected by the Aboriginal and Torres Strait Islander communities to provide strategic direction to deliver a comprehensive primary health care approach that meets the health and wellbeing needs of our people via a Board with representatives from the membership;

(b) To build and maintain a competent and effective Aboriginal and Torres Strait Islander health workforce;

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(c) Build sustainable programs and services for the prevention, early intervention and treatment in holistic primary health and wellbeing care for Aboriginal and Torres Strait Islander individuals, families and communities;

(d) Ensure the highest quality research is carried out with greatest impact on health outcomes for Aboriginal and Torres Strait Islander individuals, families and communities through improved research partnerships, greater participation and control and better ethical practices, hereby enhancing the ability to prevent or better control diseases amongst Aboriginal and Torres Strait Islander communities;

(e) Promote and facilitate the formation of collaborative alliances to pursue world class research and research training in the detection, prevention, treatment and control of diseases and injury and the promotion of health and wellbeing particularly affecting Aboriginal and Torres Strait Islander individuals, families and communities.

(f) Strengthen key service relationships with local and regional, government and non-government health care providers and support services together with local and regional health planning for quality service provision to Aboriginal and Torres Strait Islander individuals, families and communities.

(g) Do all things necessary or incidental to achieving the above objects.

4.2 The objects of the Company are informed by the strategic direction of the Company:

(a) **Our vision**—to improve the health of Aboriginal and Torres Strait Islander people through a community-controlled health service.

(b) **Our mission**—to empower Aboriginal and Torres Strait Islander people to live long healthy lives

(c) **Our values**—In every way, we will demonstrate reliability, empathy, respect for each other and responsiveness and transparency in our services.

5. Exercise of powers

5.1 The Company may only exercise the powers in section 124(1) of the Corporations Act to:

(a) carry out the objects in this clause; and

(b) do all things incidental or convenient in relation to the exercise of power under this clause.

MEMBERSHIP

6. Admission

6.1 The number of Members of the Company is unlimited.

6.2 The Members of the Company are:

(a) Members of the Company as at the date of the adoption of this Constitution; and

(b) any other person eligible under clause 6.3 who the Board admit to membership in accordance with this Constitution.

6.3 Any person is eligible to become a member if the person:

(a) is aged 18 years or over.

(b) is an Aboriginal and/or Torres Strait Islander person;

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(c) is a resident in the Geographic service area

(d) is not a contractor to the Company;

(e) has not previously been expelled as a member; and

(f) the person agrees to assume the liability to pay the Members guarantee set out in clause 59.1;

(g) an Associate Member if the person:

(i) is aged 18 years or over;

(ii) is a resident in the Geographic Service Area;

(iii) the person supports the Objects; and

(iv) the person agrees to assume the liability to pay the Members guarantee set out in clause 59.1

6.4 Applications for membership of the Company must be in a form approved by the Board and signed by the applicant.

6.5 The Board will consider each application for membership at the next Board meeting after the application is received. In considering an application for membership, the Board may:

(a) accept or reject the application; or

(b) ask the applicant to give more evidence of eligibility for membership.

6.6 If the Board asks for more evidence under clause 6.5 (b), its determination of the application for membership is deferred until the evidence is given.

6.7 The Board does not have to give any reason for rejecting an application for membership.

6.8 As soon as practicable following the acceptance or rejection of an application for membership, the Secretary will send the applicant written notice of the acceptance or rejection (as applicable).

6.9 Any person denied membership by the Board may require its application for membership to be submitted for consideration by the Members if the person notifies the Secretary within 14 days of the issue of notice that the Board has rejected the application.

6.10 At the next general meeting of the Company held after the meeting of the Board at which the application for membership was denied:

(a) the applicant for membership will be given an opportunity at the general meeting to present the person's case fully, either in person or through a member nominated for the purpose and a representative of the Board may present the Board's case in response; and

(b) the Members at the general meeting will vote to confirm or reject the decision of the Board on the application for membership and the decision of the Members at that general meeting is final.

7. Register of members

7.1 Upon admission of a person as a Member, the person will be entered into the Register.

7.2 The Secretary must maintain the Register which must include:

(a) the name and address of each Member.

(b) whether the person is a member or an Associate Member

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(c) the date on which the Member or associate member was admitted as a member of the Company;

(d) the date (where applicable) when each Member resigns or ceases to be a member; and

(e) where a member is readmitted after previously resigning or having their membership terminated, this will be recorded in conjunction with the dates of their original admission, termination or resignation and readmission.

7.3 The Register must be kept at the Company's registered office where it will be made available for inspection by any Member for perusal at a time and date convenient to the Secretary and the Member concerned.

7.4 If a member changes its address, it must notify the Secretary in writing of its new address as soon as reasonably practicable.

8. Rights and obligations of Members

8.1 Subject to clause 10.6,

(a) Members are entitled to attend, speak and to vote at general meetings of the Company, and

(b) Associate members are entitled to attend and speak at general meetings but not to vote

8.2 No Member may use the name of the Company in support of any political campaign, or in support of any candidate for public office, other than with written consent of the Board.

8.3 The rights and privileges of every Member are personal to each Member and are not transferable by the Member's own act or by operation of law.

8.4 A Member must comply with the policies and procedures set by the Board.

8.5 The Directors may from time to time determine an annual, periodical or one-off Membership Fee that will apply to Members as they determine. A Member must pay the Membership Fee. The Secretary must notify each Member of the Membership Fee in the notice for the annual general meeting. The Membership Fee is payable by the Member to the Secretary by the annual general meeting unless determined otherwise by the Directors. Only Members who have paid the Membership Fee by the annual general meeting (financial Members) may vote at general meetings or be nominated for election as an Elected Director.

9. Member complaints

9.1 A Member may make a complaint to the Board where the Member believes that:

(a) another Member or a Director has persistently refused or neglected to comply with this Constitution;

(b) another Member no longer satisfies the eligibility criteria for membership of the Company;

(c) another Member has acted in a manner that would constitute grounds for suspension or expulsion pursuant to clause 10 or 11; or

(d) a director as acted in a manner that would constitute grounds for suspension or expulsion pursuant to clause 36.2.

9.2 Upon receiving a complaint under clause 9.1, the Board must cause a notice of the complaint to be served on the Member or the Director that is the subject of the complaint.

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9.3 The Board must:

(a) give the Member or Director that is the subject of the complaint, at least 21 days from the time the notice is served within which to make submissions to the Board in response to the complaint; and

(b) take into consideration any submissions made by the Member or Director in accordance with clause 9.3(a).

9.4 After considering the complaint and any submissions in connection with the complaint the Board may:

(a) suspend or expel the Member the subject of the complaint pursuant to clause 10, 11 or 12;

(b) suspend the Director the subject of the complaint pursuant to clause 36.2;

(c) dismiss the complaint; or

(d) issue a formal warning to any Member or Director involved in the complaint.

10. Suspension of a Member

10.1 If a member:

(a) appears to have ceased to take part in the activities of the Company and does not within three months after written notice is sent by the Company enquiring if that person intends to remain a member, inform the Company in writing that they desire to remain a Member.

(b) does not comply with this Constitution or the Charter of Corporate Governance;

(c) has committed any act or omission, including making any unauthorised comment to the media or on social media, that will, in the opinion of the Board be injurious to the reputation or interests or activities of the Company;

(d) has convicted of an indictable offence;

(e) violates any of the Company's policies and procedures that apply to the Member;

(f) causes harm or threatens to cause harm to a Director, another Member or employee of the Company;

(g) makes false representations to the Company;

(h) steals, misuses, damages or destroys property belonging to the Company,

(i) is more than three months overdue in payment of the membership fee

the Board may resolve to suspend the Member's membership for a period of time and may require certain conditions are met for the suspension to be lifted.

10.2 If the Board resolves to suspend a Member the Secretary must promptly give written notice of the suspension to the Member.

10.3 A Member suspended by the Board may appeal its suspension by giving notice to the Secretary within 30 days of the issue of the notice of suspension.

10.4 At the next general meeting of the Company held after the Member gives notice under clause 10.3.

(a) the Member appealing its suspension will be given an opportunity at the general meeting to present the Member's case fully, either in person or through another Member nominated for the purpose and a representative of the Board may present the Board's case in response; and

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(b) the Members at the general meeting will vote to either:

(i) lift the suspension;

(ii) affirm the suspension; or

(iii) terminate the Member's membership,

and the decision of the Members at that general meeting is final.

10.5 A Member will remain suspended until the earlier of:

(a) the date the Members resolve to lift the suspension or terminate the Members membership under clause 10.4 (b);

(b) if a period of suspension is imposed with no conditions, the date the period of suspension lapses;

(c) if conditions must be satisfied to lift the suspension, the date that the conditions are satisfied; or

(d) when the Member ceases to be a member pursuant to clause 10.

10.6 Any Member suspended in accordance with this clause 9, during suspension is not permitted to:

(a) vote at meeting of Members;

(b) use the Company's premises;

(c) use any of the Company's property; or

(d) participate in any of the activities of the Company other than as a legitimate client of the Company.

11. Expulsion of a Member

11.1 The Members by resolution at a general meeting may expel a Member from the Company, where that person:

(a) does not comply with this Constitution or the Charter of Corporate Governance;

(b) has committed any act or omission that will, in the opinion of the Board be injurious to the reputation or interests or activities of the Company;

(c) is committed of an indictable offence;

(d) violates any of the Company's policies and procedures that apply to the Member;

(e) causes harm or threatens to cause harm to a Director, another Member or employee of the Company;

(f) makes false representations to the Company; or

(g) steals, misuses, damages or destroys property belonging to the Company.

11.2 The Member is to have a full and fair opportunity to present evidence in defence of the proposed expulsion.

11.3 If the Members resolve to expel a Member, the Secretary must promptly give notice of the expulsion to the Member.

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12. Ceasing to be a Member

12.1 A Member's membership of the Company will cease:

(a) if the Member no longer satisfies the eligibility criteria for membership under clause 6.3, from the date that the Member ceases to satisfy the relevant eligibility criteria;

(b) if the Member gives the Secretary written notice of resignation, from the date of receipt of that notice by the Secretary;

(c) where the Members have resolved to terminate a member's membership under clause 11.1, on the date of the resolution;

(d) if a suspended Member does not satisfy the conditions of suspension within the required timeframe, on the expiry of that timeframe;

(e) if a member is expelled in accordance with clause 11 on the earlier of:

(i) the date that the Members pass the resolution to expel the Member; or

(ii) the expiry of the appeal period under clause 10.3.

(f) where the Member is an individual, if the Member:

(i) dies, on the date of their death; or

(ii) becomes mentally incapacitated or whose person or estate is liable to be dealt with in any way under the laws relating to mental health, on the date that the person becomes incapacitated.

(g) where the Member is not an individual, if:

(i) a liquidator is appointed in connection with the winding up of the Member, the date of appointment of the liquidator;

(ii) the Member is deregistered, on that date; or

(iii) an order is made by a Court for the winding up or deregistration of the Member, on the date of the Court order.

12.2 Any Member ceasing to be a member:

(a) will not be entitled to have any claim upon any portion of the property or assets of the Company;

(b) will remain liable for and will pay to the Company all subscriptions and moneys which were due at the date of ceasing to be a member;

(c) is not permitted to:

(i) use the Company's premises;

(ii) use any of the Company's property; or

(iii) participate in any of the activities of the Company other than as a legitimate client of the Company.

13. Powers of attorney

13.1 If a member executes or proposes to execute any document or do any act by or through an attorney which affects the Company or the Member's membership in the Company, that Member must deliver the instrument appointing the attorney to the Secretary for notation.

13.2 If the Secretary asks the Member to file with it a certified copy of the instrument for the Company to retain, the Member will promptly comply with that request.

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13.3 The Secretary or the Board may ask for whatever evidence it thinks appropriate that the power of attorney is effective and continues to be in force.

GENERAL MEETINGS

14. Calling general meetings

14.1 The Board may, at any time, by resolution, call a general meeting.

14.2 A Member may:

(a) only request the Directors to call a general meeting in accordance with section 2490 of the Corporations Act; and

(b) not request or call and arrange to hold a general meeting except under section 249E or 249F of the Corporations Act.

15. Notice of general meeting

15.1 Subject to the provisions of the Corporations Act allowing general meetings to be held with shorter notice, at least 21 days written notice (exclusive of the day on which the notice is served or deemed to be served and of the day for which notice is given) of a general meeting must be given to Members.

A notice calling a general meeting:

(a) must specify the place, date and 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;

(b) must state the general nature of the business to be transacted at the meeting; and

(c) may specify a place, facsimile number and electronic address for the purposes of proxy appointment.

15.3 A notice of an annual general meeting need not state that the business to be transacted at the meeting includes:

(a) the consideration of the annual financial report, Directors' report and the Auditor's report;

(b) the election of directors; or

(c) the appointment and fixing of the remuneration of the Auditor.

15.4 The Directors may postpone or cancel any general meeting whenever they think fit (other than a meeting called as the result of a request under clause 14.2).

15.5 The Directors must give notice of the postponement or cancellation of a general meeting to all persons referred to in clause 54.1 entitled to receive notices from the Company.

15.6 The failure or accidental omission to send a notice of a general meeting (including a proxy appointment form) to any Member or the non-receipt of a notice (or form) by any Member does not invalidate the proceedings at or any resolution passed at the general meeting.

PROCEEDINGS AT GENERAL MEETINGS

16. Member

16.1 In clauses 16.2, 17, 19, and 23, Member includes a member present in person or by proxy, attorney or Representative.

16.2 Quorum

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(a) No business may be transacted at a general meeting unless a quorum of Members is present when the meeting proceeds to business.

(b) A quorum for a meeting of Members is 20 Members.

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

(i) if the general meeting was called on the requisition of Members, it is automatically dissolved; or

(ii) in any other case, 60 minutes after the time appointed for the general meeting, the number of Members present at the adjourned general meeting will be the quorum.

17. Chairperson

17.1 The chairperson, or in the chairperson's absence the deputy chairperson, of Directors' meetings will be the chairperson at every general meeting.

17.2 The Directors present may elect a chairperson of a general meeting if:

(a) there is no chairperson or deputy chairperson; or

(b) neither the chairperson nor deputy chairperson is present within 15 minutes after the time appointed for holding the general meeting; or

(c) the chairperson and deputy chairperson are unwilling to act as chairperson of the general meeting.

17.3 If no election is made under clause 17.2, then:

(a) the Members may elect one of the Directors present as chairperson; or

(b) if no Director is present or is willing to take the chair, the Members may elect one of the Members present as chairperson.

17.4 If there is a dispute at a general meeting about a question of procedure, the chairperson may determine the question.

18. Adjournment

18.1 The chairperson of a general meeting at which a quorum is present:

(a) in his or her discretion may adjourn the general meeting with the meeting's consent; and

(b) must adjourn the general meeting if the meeting directs him or her to do so.

18.2 An adjourned general meeting may take place at a different venue to the initial general meeting.

18.3 The only business that can be transacted at an adjourned general meeting is the unfinished business of the initial general meeting.

18.4 Notice of an adjourned general meeting must only be given in accordance with clause 15 if a general meeting has been adjourned for more than 21 days.

19. Decision on questions

19.1 Subject to the Corporations Act in relation to special resolutions, a resolution is carried if a majority of the votes cast on the resolution are in favour of the resolution.

19.2 A resolution put to the vote of a meeting is decided on a show of hands unless a poll is demanded in accordance with the Corporations Act.

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19.3 Unless a poll is demanded:

(a) a declaration by the chairperson that a resolution has been carried, carried by a specified majority, or lost; and

(b) an entry to that effect in the minutes of the meeting,

are conclusive evidence of the fact without proof of the number or proportion of the votes in favour of or against the resolution.

19.4 The demand for a poll may be withdrawn.

19.5 A decision of a general meeting may not be impeached or invalidated on the ground that a person voting at the general meeting was not entitled to do so.

20. Taking a poll

20.1 A poll will be taken when and in the manner that the chairperson directs.

20.2 The result of the poll will be the resolution of the meeting at which the poll was demanded.

20.3 The chairperson may determine any dispute about the admission or rejection of a vote.

20.4 The chairperson's determination, if made in good faith, will be final and conclusive.

20.5 A poll demanded on the election of the chairperson, or the adjournment of a general meeting must be taken immediately.

20.6 After a poll has been demanded at a general meeting, the general meeting may continue for the transaction of business other than the question on which the poll was demanded.

21. Casting vote of chairperson

21.1 The chairperson does not have a casting vote in addition to the chairperson's vote as a member, proxy or attorney.

22. Offensive material

22.1 A person may be refused admission to, or required to leave and not return to, a meeting if the person:

(a) refuses to permit examination of any article in the person's possession; or

(b) is in possession of any:

(i) electronic or recording device;

(ii) placard or banner; or

(iii) other article,

which the chairperson considers to be dangerous, offensive or liable to cause disruption.

VOTES OF MEMBERS

23. Entitlement to vote

23.1 A Financial Member entitled to vote has one vote.

24. Objections

24.1 An objection to the qualification of a voter may only be raised at the general meeting or adjourned general meeting at which the voter tendered its vote.

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24.2 An objection must be referred to the chairperson of the general meeting, whose decision is final.

24.3 A vote is valid for all purposes unless it is disqualified by the chairperson under clause 24.2.

25. Votes by proxy

25.1 If a member appoints a proxy, proxies or an attorney, the proxy, proxies or attorney may not vote on a show of hands.

25.2 A person, other than the chairperson, may hold a maximum of one proxy vote only for any meeting.

25.3 A proxy need not be a member.

25.4 A proxy may demand or join in demanding a poll.

25.6 A proxy or attorney may vote on a poll.

25.7 A proxy may vote or abstain as he or she chooses except where the appointment of the proxy directs the way the proxy is to vote on a particular resolution. If a proxy votes at all, the proxy will be deemed to have voted all directed proxies in the manner directed.

26. Document appointing proxy

26.1 An appointment of a proxy is valid if it is signed by the Member making the appointment and contains the information required by section 250A(1) of the Corporations Act. The Directors may determine that an appointment of proxy is valid even if it only contains some of the information required by section 250A(1) of the Corporations Act.

26.2 For the purposes of clause 26.1, an appointment received at the company's electronic address will be taken to be signed by the Member if the appointment has been made on the correct proxy form and is correctly signed.

26.3 A proxy's appointment is valid at an adjourned general meeting.

26.4 A proxy or attorney may be appointed for all general meetings or for any number of general meetings or for a particular purpose.

26.5 Subject to clause 26.6, unless otherwise provided for in the proxy's appointment or in any instrument appointing an attorney, the appointment of the proxy or the attorney will be taken to confer authority:

(a) to vote on:

(i) any amendment moved to the proposed resolutions and on any motion that the proposed resolution not be put or any similar motion; and

(ii) any procedural motion, including any motion to elect the chairperson, to vacate the chair or to adjourn the general meeting,

even though the appointment may specify the way the proxy or attorney is to vote on a particular resolution; and

(b) to vote on all motions before the general meeting.

27. Lodgement of proxy

27.1 The written appointment of a proxy or attorney must be received by the Company, at least 48 hours (unless otherwise specified in the notice of meeting to which the proxy relates) before the time for holding the general meeting or adjourned general meeting at which the proxy or attorney proposes to vote; or

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27.2 The Company receives an appointment of a proxy or a power of attorney when it is received at:

(a) the Company's registered office; or

(b) the company's electronic address specified for that purpose in the notice of meeting.

28. Validity

28.1 A vote cast in accordance with an appointment of proxy or power of attorney is valid even if before the vote was cast the appointer:

(a) died;

(b) became mentally incapacitated; or

(c) revoked the proxy or power,

unless any written notification of the death, mental incapacitation or revocation was received by the Company before the relevant general meeting or adjourned general meeting.

APPOINTMENT AND REMOVAL OF DIRECTORS

29. Number of Directors

29.1 There will not be more than seven nor less than five Directors unless the Company in general meeting by resolution changes the maximum or minimum number.

29.2 The Directors will consist of not more than:

(a) Five Directors elected by Members pursuant to clause 30.1 (Elected Directors); and

(b) Two Skills-based Directors appointed by the Board pursuant to clause **Error! Reference source not found.**31.1 (Skills-based Directors).

30. Appointment and removal of Directors

30.1 The Company may by resolution passed in general meeting:

(a) appoint new Elected Directors.

(b) remove any Director before the end of the Director's period of office; and

(c) appoint another person in the Director's place.

30.2 An election shall be held even if the nominations to be an Elected Director does not exceed the number of vacant positions to confirm the appointment of a Director.

30.3 Skills-based Directors will be appointed and removed by a 75% majority vote of the Elected Directors.

30.4 The term of an Elected Director's appointment is three years.

30.5 The term of a Skills-based Director's appointment is one year. Each year the Board may resolve by a 75% majority vote to continue a Skills-based Director's appointment for a further one year term, subject to the Skills-based Director satisfying the relevant eligibility criteria.

30.6 If a director.

(a) does not comply with this Constitution, the Charter of Corporate Governance or any directors' policy manual;

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(b) has committed any act or omission, including making any unauthorised comment to the media or on social media, that will, in the opinion of the Board be injurious to the reputation or interests or activities of the Company;

(c) has been convicted of an indictable offence;

(d) violates any of the Company's policies and procedures that apply to Members;

(e) causes harm or threatens to cause harm to a Director, another Member or employee of the Company;

(f) makes false representation s to the Company;

(g) steals, misuses, damages or destroys property belonging to the Company,

a majority of Directors at a meeting of the Directors specifically called for that purpose may suspend that Director.

30.7 Within 30 days of the suspension, the Directors must call a general meeting, at which the Members may either confirm the suspension and remove the Director from office in accordance with clause 30.1 or annul the suspension and reinstate the Director.

31. Skills-based Directors

31.1 When Elected Directors are considering the appointment of Skills-based Directors under clause 30.3, the Elected Directors will have regard to the mix of skills desirable to properly govern and manage the Company's business. Examples of desired skills are set out below:

(a) experience in the delivery of Aboriginal and Torres Strait Islander health services;

(b) corporate governance;

(c) education/capacity building;

(d) community engagement;

(e) research and development;

(f) financial management, accounting or the law

(g) business development or marketing.

31.2 To be eligible to be appointed as a Skills-based Director a person must:

(a) be at least 18 years of age;

(b) not previously have been removed as a director;

(c) hold a director ID;

(d) not be a Close Family Relative of another Director or a member of the Senior Management Team of the Company;

(e) be independent of any organisation that provides funding or sponsorship to the Company;

(f) hold a Blue Card or be eligible to obtain one within six months of being appointed;

(g) consent to the conduct of a police National Criminal History check on election and re-election and the Board must be satisfied that the results of that check do not reveal any matter that would make the person unsuitable to hold a position of trust in the Company;

(h) not be disqualified from managing a corporation under Part 2D 6 of the Corporations Act;

(i) commit to be bound by the Company's constitution, policies and procedures, including the Charter of Corporate Governance;

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(j) not, or not have been for two years prior to the date of appointment, an employee or contractor to the Company; and

(k) complete a Corporate Governance Workshop either:

(i) in the six months prior to the date of appointment as a Skills-based Director; or

(ii) within six months of being appointed as a Skills-based Director.

31.3 Skills-based Directors do not need to be:

(a) a member; or

(b) an Aboriginal or Torres Strait Islander person.

32. Additional and casual Directors

32.1 If the Company does not have the number or type of Directors required under clause 29 the Directors may appoint a person as a director to meet those requirements.

32.2 A Director, other than a Skills-based Director, appointed under clause 31.1 will hold office until the next general meeting of the Company when the Director may be re-elected.

33. Nomination of Director

33.1 A Member may nominate themselves or another member from the floor at the relevant general meeting or can be nominated in writing at least seven days before the general meeting for election as an Elected director.

33.2 A member nominated for election as an Elected Director must consent to the nomination at the general meeting.

33.2 To be eligible to be elected as an Elected Director a person must:

(a) be a Financial Member;

(b) be an Aboriginal or Torres Strait Islander person;

(c) hold a director ID;

(d) be at least 18 years of age;

(e) not be a Close Family Relative of another Director or a member of the Senior Management Team of the Company;

(f) be independent of any organisation that provides funding or sponsorship to the Company;

(g) hold a Blue Card or be eligible to obtain one within 6 months' of being appointed;

(h) consent to the conduct of a police National Criminal History check on election and re-election and the Board must be satisfied that the results of that check do not reveal any matter that would make the person unsuitable to hold a position of trust in the Company;

(i) not be disqualified from managing a corporation under Part 20 6 of the Corporations Act;

(j) commit to be bound by the Company's policies and procedures, including the Charter of Corporate Governance;

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(k) reside in the Geographic Service area at the time of their election

(l) not, or not have been for two years prior to the date of nomination, an employee or contractor to the Company; and

(m) complete a Corporate Governance Workshop either:

(i) in the six months prior to the date of the general meeting at which voting on the person's nomination as a director will occur; or

(ii) within six months of being elected as an Elected Director.

34. Appointment of chairperson

34.1 The Directors will appoint an Elected Director to be chairperson of the Directors for a term of three years. If the chairperson resigns or is removed as a director, a replacement chairperson will be appointed by the Directors for the remainder of the term of the former chairperson.

34.2 If no chairperson is elected or if the chairperson is not present at any Directors' meeting within ten minutes after the time appointed for the meeting to begin, the Directors present must elect another Elected Director to be chairperson of the meeting.

34.3 The Directors may elect an Elected Director as deputy chairperson to act as chairperson in the chairperson's absence.

34.4 A Skills-based Director may not hold the position of chairperson or deputy chairperson.

35. Retirement

35.1 An Elected Director must retire from office at the conclusion of the next general meeting after the expiry of their term.

35.2 Subject to clause 30.5, a Skills-based Director must retire from office at the expiry of their term.

36. Vacation of office

36.1 The office of a director immediately becomes vacant if the Director:

(a) is prohibited by the Corporations Act from holding office or continuing as a director;

(b) is liable to have a person appointed, under a law relating to the administration of estates of persons who through mental or physical incapacity are incapable of managing their affairs, to administer it;

(c) is determined by special resolution of the Directors to be incapable of performing his or her duties;

(d) resigns by notice in writing to the Company;

(e) is removed by a resolution of the Company;

(f) is absent from Directors' meetings for three consecutive months without leave of absence from the Directors;

(g) receives payment from the Company otherwise than in accordance with this Constitution;

(h) ceases to satisfy the relevant eligibility criteria for the Director's position;

(i) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the Corporations Act; or

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(j) becomes a resident outside of the Geographic Service Area; or,

(k) a contractor of the Company,

(l) unless the remaining Directors have passed a special resolution that due to exceptional circumstances the Director may remain a director.

36.2 If a director:

(a) has committed any act or omission that will, in the opinion of the Board, be injurious to the reputation, interests or activities of the Company; or

(b) violates any of the Company's policies or procedures that apply to the Director,

then the Board may resolve to suspend the Director at a meeting of the Board specifically called for that purpose.

36.3 The Secretary must provide the Director with 21 days' notice of the proposed resolution to suspend the Director.

36.4 The Director may give a written submission in relation to the proposed resolution to the Secretary to be circulated with the proposed resolution. If the written submission is not circulated, then the Director may request that the written submission is read out at the meeting at which the resolution is considered.

36.5 Within 21 days of a Director's suspension under clause 36.2, the Directors must call a general meeting, at which the Members may either confirm the suspension and remove the Director from office in accordance with clause 36.1(e) or annul the suspension and reinstate the Director.

36.6 A Director removed under clause 36.5 will be replaced in accordance with clause 32.

POWERS AND DUTIES

37. Powers and duties of Directors

37.1 The business of the Company is managed by the Directors who may exercise all powers of the Company that this Constitution and the Corporations Act do not require to be exercised by the Company in general meeting.

37.2 Directors must comply with the Charter of Corporate Governance and any other policies and procedures set by the Board.

Without limiting the generality of clause 37.1, the Directors may exercise all the powers of the Company to:

(a) borrow money;

(b) charge any property or business of the Company;

(c) issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person; and

(d) guarantee or become liable for the payment of money or the performance of any obligation by or of any other person.

PROCEEDINGS OF DIRECTORS

38. Directors' meetings

38.1 A Director may at any time, and the Secretary must on the request of a director, call a directors' meeting.

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38.2 A Directors' meeting must be called on at least 48 hours written notice of a meeting to each Director.

38.3 It is not necessary to give notice of a meeting of the Directors to an Australian resident whom the Secretary, when giving notice to the other Directors, reasonably believes to be temporarily outside Australia.

38.4 Subject to the Corporations Act, a directors' meeting may be held by the Directors communicating with each other by any technological means by which they are able simultaneously to hear each other and to participate in discussion.

38.5 The Directors need not all be physically present in the same place for a directors' meeting to be held.

38.6 Subject to clause 41, a director who participates in a meeting held in accordance with this Constitution is taken to be present and entitled to vote at the meeting.

38.7 The Directors may meet together, adjourn and regulate their meetings as they think fit.

38.8 A quorum is a majority of Directors.

38.9 Where a quorum cannot be established for the consideration of a particular matter at a meeting of Directors, the chairperson may call a general meeting to deal with the matter.

38.10 Notice of a meeting of Directors may be given in writing, or the meeting may be otherwise called using any technology consented to by all the Directors.

39. Voting at directors' meetings

39.1 Subject to this Constitution, questions arising at a meeting of Directors are to be decided by a majority of votes of the Directors present and voting and, subject to clause 41, each Director has one vote.

39.2 The chairperson of a meeting will not have a casting vote in addition to his or her deliberative vote.

PAYMENTS TO DIRECTORS

40. Payments to Directors

40.1 No payment will be made to any Director of the Company other than payment:

(a) of out-of-pocket expenses incurred by the Director in the performance of any duty as Director of the Company where the amount payable does not exceed an amount previously approved by the Directors of the Company,

(b) for any service rendered to the Company by the Director in a professional or technical capacity, where the provision of the service has the prior approval of the Directors of the Company and where the amount payable is approved by the Directors of the Company and is not more than an amount which commercially would be reasonable payment for the service,

(c) of a stipend for their role on the Board which will be fixed by the Board from time to time, but in any event the stipend must be:

(i) commensurate with the services provided; and

(ii) an insignificant amount in comparison to the revenue of the Company; and

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(d) relating to an indemnity in favour of the Director and permitted by section 199A of the Corporations Act or a contract of insurance permitted by section 199B.

41. Directors' interests

41.1 No contract made by a Director with the Company and no contract or arrangement entered into by or on behalf of the Company in which a director may be interested is avoided or rendered voidable merely because of the Director holding office as a director or because of the fiduciary obligations arising out of that office.

41.2 No Director contracting with, or interested in any arrangement involving the Company is liable to account to the Company for any profit realised by or under any such contract or arrangement merely because of the Director holding office as a director or because of the fiduciary obligations arising out of that office.

41.3 A Director is not disqualified from contracting with the Company merely because of being a director.

41.4 Any Director having a direct or indirect material personal interest in any contract or arrangement that the Company proposes to enter will declare his or her interest immediately by written notice to the chairperson. A general notice that the Director is an employee of a particular Member and is to be regarded as interested in all transactions with that Member will be a sufficient disclosure under this clause for that Director and the relevant transactions and the Director will not be required to give special notice relating to any particular transaction with that Member.

41.5 Subject to clause 41.6, a director who has a material personal interest in a matter that is being considered at a Directors' meeting must not:

(a) be present while the matter is being considered at the meeting; or

(b) vote on the matter,

unless permitted by the Corporations Act to do so, in which case the Director may:

(c) be counted in determining whether or not a quorum is present at any meeting of Directors considering that contract or arrangement or proposed contract or arrangement;

(d) sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement; and

(e) vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement.

41.6 The prohibition on voting in clause 41.5 will not apply to any contract or arrangement:

(a) in relation to a member who employs a director,

(b) to give the Director any security for advances,

(c) for an indemnity of the Director, or

(d) where the Director is interested merely as a shareholder or director of another company.

41.7 A Director may be or become a director or other officer of, or otherwise interested in, any related body corporate or any other body corporate promoted by the Company or in which the Company may be interested as a vendor, shareholder or otherwise and is not accountable to the Company for any remuneration or other benefits received by the Director as a director or officer of, or from having an interest in, that body corporate.

41.8 A Director who has an interest described in clause 41.7 must provide written notice to the Secretary when the interest arises and when the Director no longer has the interest.

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42. Decision making when vacancy on the Board

42.1 The Directors may act even if there are vacancies on the Board.

42.2 If the number of Directors is not sufficient to meet the minimum number of Directors required under clause 29, the Directors may act only to:

(a) appoint a director; or

(b) call a general meeting.

43. Delegation

43.1 The Directors may delegate any of their powers, other than those which by law must be dealt with by the Directors as a Board, to any Director, a member of the Senior Management Team, attorney or agent or committee or committees.

43.2 The Directors may at any time revoke any delegation of power.

43.3 A delegate must exercise its powers in accordance with any directions of the Directors and a power exercised in that way is taken to have been exercised by the Directors.

43.4 A delegate may be authorised by the Directors to sub-delegate all or any of the powers for the time being vested in it.

43.5 At least one member of each committee must be a director.

43.6 Meetings of any committee of Directors will be governed by the provisions of this Constitution which deal with Directors' meetings so far as they are applicable and are not inconsistent with any directions of the Directors. The provisions apply as if each committee member was a director.

44. Written resolutions

44.1 The Directors may pass a resolution without a director's meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. The resolution is passed when the last Director signs.

44.2 For the purposes of clause 44.1, separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.

44.3 Any document referred to in this clause may be in the form of a facsimile or electronic transmission.

44.4 The minutes of Directors' meetings must record that a meeting was held in accordance with this clause.

45. Validity of acts of Directors

45.1 If it is discovered that:

(a) there was a defect in the appointment of a person as a director or member of a directors' committee; or

(b) a person appointed to one of those positions was disqualified,

all acts of the Directors or the Directors' committee before the discovery was made are as valid as if the person had been duly appointed and was not disqualified.

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46. Minutes and Registers

46.1 The Directors must cause minutes to be made of:

(a) the names of the Directors present at all Directors' meetings and meetings of Directors' committees;

(b) all proceedings and resolutions of general meetings, Directors' meetings and meetings of Directors' committees;

(c) all resolutions passed by Directors in accordance with clause 44;

(d) all appointments of officers;

(e) all orders made by the Directors and Directors' committees; and

(f) all disclosures of interests made under clause 41;

46.2 Minutes must be signed by the chairperson of the meeting or by the chairperson of the next meeting of the relevant body.

46.3 The Company must keep all registers required by this Constitution and the Corporations Act.

46.4 All Members, Directors and any other persons present at a general meeting must sign their name in an attendance book and this record will be included in the minutes related to that general meeting.

MANAGEMENT

47. Management

47.1 The Board will appoint a chief executive officer who will be responsible for:

(a) the day-to-day management of the Company; and

(b) delivering to the board within two months after the end of each Financial Year, the annual reports of the Company describing the level of activity, achievements and such other information as required in sufficient detail and containing the audited financial statements for the Financial Year as necessary to meet the financial and other reporting requirements of the Company under the Corporations Act; and

(c) carrying out such other activities for the Company, in accordance with the directions of the Board.

47.2 The directors may appoint such other executives as it sees fit to provide support for the CEO on operational issues relating to the Company or delegate authority to the CEO to make such appointments

48. Appointment of attorneys and agents

48.1 The Directors may from time to time by resolution or power of attorney executed in accordance with section 127 of the Corporations Act appoint any person to be the attorney or agent of the Company:

(a) for the purposes.

(b) with the powers, authorities and discretions (not exceeding those exercisable by the Directors under this Constitution);

(c) for the period; and

(d) subject to the conditions, determined by the Directors.

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48.2 An appointment by the Directors of an attorney or agent of the Company may be made in favour of:

(a) any member of any committee established by the Directors;

(b) any company;

(c) the members, directors, nominees or managers of any company or firm;

(d) any fluctuating body of persons whether nominated directly or indirectly by the Directors;

(e) CEO or other executives of the Company; or

(a) any professional advisor to the Company.

A power of attorney may contain such provisions for the protection and convenience of persons dealing with an attorney as the Directors think fit.

48.3 The Directors may appoint attorneys or agents by facsimile or electronic transmission to act for and on behalf of the Company.

48.4 An attorney or agent appointed under this clause may be authorised by the Directors to sub-delegate all or any of the powers, authorities or discretions for the time being vested in it.

SECRETARY

49. Secretary

49.1 If required by the Corporations Act, there must be at least one secretary of the Company

49.2 appointed by the Directors for a term and at remuneration and on conditions determined by them.

49.3 The Secretary may be a director, an employee or an outsourced provider.

a) The Secretary will be responsible for maintaining the company register, including:

the Register;

b) minutes and records of all appointments of Directors and officers;

c) the names of Directors present at Directors' meetings, committee meetings or general meetings; and

d) all proceedings at Director and general meetings.

49.4 The Secretary must keep relevant regulatory authorities informed of all notifiable information within the required timeframes.

49.5 The Secretary must ensure that the minutes of proceedings at a meeting are signed by the chairperson of the meeting or by the chairperson of the next meeting at which the minutes are accepted as a true and accurate record of the meeting.

49.6 The Secretary is entitled to attend and be heard on any matter at all Directors' and general meetings.

49.7 The Directors may, subject to the terms of the Secretary's appointment, suspend, remove or dismiss the Secretary.

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SEALS

50. Common Seal

50.1 If the Company has a Seal:

(a) the Directors must provide for the safe custody of the Seal;

(b) the Seal must not be used without the authority of the Directors or a Directors' committee authorised to use the Seal;

(c) every document to which the Seal is affixed must be signed by a Director and be countersigned by another Director, the Secretary or another person appointed by the Directors to countersign the document.

51. Duplicate Seal

51.1 If the Company has a Seal, the Company may have one or more duplicate Seals of the Seal each of which:

(a) must be a facsimile of the Seal with 'Duplicate Seal' on its face;

(b) must not be used except with the authority of the Directors.

INSPECTION OF RECORDS

52. Inspection of records

52.1 Except as otherwise required by the Corporations Act, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the financial records and other documents of the Company or any of them will be open for inspection by Members other than Directors.

52.2 Except as otherwise required by the Corporations Act, a Member other than a Director does not have the right to inspect any financial records or other documents of the Company unless the Member is authorised to do so by a court order or a resolution of the Directors.

NOTICES

53. Service of notices

53.1 Notice may be given by the Company to any person who is entitled to notice under this Constitution:

(a) by serving it on the person; or

(b) by sending it by post, facsimile transmission or electronic notification to the person at the person's address shown in the Register or the address supplied by the person to the Company for sending notices to the person.

53.2 A notice sent by post is taken to be served:

(a) by properly addressing, prepaying and posting a letter containing the notice; and

(b) on the day after the day on which it was posted.

53.3 A notice sent by facsimile transmission or electronic notification is taken to be served:

(a) by properly addressing the facsimile transmission or electronic notification and transmitting it; and

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(b) on the day after its dispatch.

53.4 If a Member does not have an address recorded in the Register, a notice will be taken to be served on that Member 24 hours after it was posted on a notice board at the Company's registered office.

53.5 A Member whose address recorded in the Register is not in Australia may specify in writing an address in Australia to be taken to be the Member's address for the purposes of clause 53.

53.6 A certificate in writing signed by a Director, Secretary or other officer of the Company that a document or its envelope or wrapper was addressed and stamped and was posted is conclusive evidence of posting.

53.7 Subject to the Corporations Act the signature to a written notice given by the Company may be written or printed.

53.8 All notices sent by post outside Australia must be sent by prepaid airmail post.

54. Persons entitled to notice

54.1 Notice of every general meeting must be given to:

(a) every Member;

(b) every Director;

(c) the Secretary; and

(d) any Auditor.

54.2 No other person is entitled to receive notice of a general meeting.

INCOME AND PROPERTY OF THE COMPANY

55. Income and property of Company

55.1 The income and property of the Company will only be applied towards the promotion of the objects of the Company set out in clause 4.

55.2 No income or property will be paid or transferred directly or indirectly to any Member of the Company except for payments to a Member:

a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company; or

b) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent.

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AUDIT AND ACCOUNTS

56. Audit and accounts

56.1 The Directors must cause the Company to keep written financial records in relation to the business of the Company in accordance with the requirements of the Corporations Act.

56.2 The Directors must cause the financial records of the Company to be audited in accordance with the requirements of the Corporations Act, if required.

56.3 The results of the audit must form part of the report provided to the Members at the next annual general meeting of the Company.

GIFT FUND

57. Operation of gift fund

57.1 Where the ITAA requires that a gift fund be established for the receipt of tax deductible donations, the Company must establish a separate gift fund account to which such donations must be credited.

57.2 The Gift Fund Account must only be used or applied for purposes that are consistent with the objects of the Company and separate records must be maintained as to the receipt and disbursement of moneys from that account.

58. Transfer of the gift fund in specified circumstances

58.1 On:

(a) revocation of the endorsement of the Company under sub-division 30-B of the ITAA; or

(b) the winding up of the gift fund by the Company,

any balance in the Gift Fund Account must be transferred to such other gift fund, gift funds, entity or entities having objects similar to the objects of the Company as will be determined by the Members at or before that time, provided that each recipient must be endorsed as a deductible gift recipient under sub- division 30-BA of the ITAA.

WINDING UP

59. Winding up

59.1 If the Company is wound up:

(a) each Member; and

(b) each person who has ceased to be a Member in the preceding year,

undertakes to contribute to the property of the Company for the:

(c) payment of debts and liabilities of the Company (in relation to clause 59.1(b), contracted before the person ceased to be a Member) and payment of costs, charges and expenses of winding up; and

(d) adjustment of the rights of the contributories amongst themselves,

such amount as may be required, not exceeding $10.

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59.2 If any surplus remains following the winding up of the Company, the surplus will not be paid to or distributed amongst Members, but will be given or transferred to another entity which is:

(a) an organisation with similar purposes which is not carried on for profit or gain of its individual members;

(b) required to apply its profits (if any) or other income in promoting objects similar to those of the Company; and

(c) endorsed as a deductible gift recipient under sub-division 30-BA of the ITAA,

such entity to be determined by the Members at or before the winding up and in default, by application to the Supreme Court of Queensland for determination.

INDEMNITY

60. Indemnity

60.1 To the extent permitted by law and subject to the restrictions in section 199A of the Corporations Act the Company indemnifies every person who is or has been an officer of the Company against any liability (other than for legal costs) incurred by that person as such an officer of the Company (including liabilities incurred by the officer as an officer of a subsidiary of the Company where the Company requested the officer to accept that appointment).

60.2 To the extent permitted by law and subject to the restrictions in section 199A of the Corporations Act, the Company indemnifies every person who is or has been an officer of the Company against reasonable legal costs incurred in defending an action for a liability incurred by that person as such an officer of the Company (including such legal costs incurred by the officer as an officer of a subsidiary of the Company where the Company requested the officer to accept that appointment).

60.3 The amount of any indemnity payable under clauses 60.1 or 60.2 will include an additional amount (GST Amount) equal to any GST payable by the officer being indemnified (Indemnified Officer) in connection with the indemnity (less the amount of input tax credit claimable by the Indemnified Officer in connection with the indemnity). Payment of any indemnity which includes a GST Amount is conditional upon the Indemnified Officer providing the Company with a Tax Invoice.

60.4 For the purposes of this clause, officer means:

(a) a Director; or

(b) a Secretary.

AMENDMENTS TO CONSTITUTION

61. Amendments to Constitution

61.1 This Constitution must not be amended other than in accordance with the Corporations Act.

61.2 Subject to clause 61.1, the Company may revoke, add to or vary this Constitution provided that:

(a) no part of the Gift Fund Account or the income of the Gift Fund Account is transferred to any institution, organisation, fund or authority that is not a charitable organisation endorsed to receive donations under sub-division 30-B of the ITAA;

(b) no part of the Gift Fund Account or the income of the Gift Fund Account becomes able to be used or applied for purposes that are not consistent with the objects of the Company; and

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(c) unless the Commissioner of Taxation consents to the revocation, addition or variation:

(i) no amendment is allowed to be made to or affecting the objects of the Company; and

(ii) no amendment is allowed to be made which authorises the Company to invest money of the Gift Fund Account other than in a manner in which trustees are permitted to invest under the laws of Australia or any Australian State or Territory.

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SCHEDULE 1—DEFINITIONS

Aboriginal means an individual who is of Aboriginal descent, identifies as an Aboriginal and the individual is accepted by their community as an Aboriginal.

Associate member means a person who is admitted as a member and satisfies the eligibility criteria under clause 6.3 (b)

Auditor means the Company's auditor.

Board means the board of Directors of the Company.

CEO means the person appointed as chief executive officer under clause 47.1.

Charter of Corporate Governance means the charter of corporate governance approved by the Board.

Close Family Relative means father, mother, son, daughter, brother, sister, uncle, aunt, spouse or de-facto.

Company or MHSL means Mamu Health Service Limited ACN 011 074 347.

Constitution means the constitution of the Company as amended from time to time.

Corporate Governance Workshop means a workshop which explains the roles and duties of Directors arranged by the Secretary prior to an annual general meeting of the Company where Directors will be elected.

Corporations Act means the *Corporations Act 2001* (Cth) as modified or amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the Company.

Director includes any person occupying the position of director of the Company.

Directors means all or some of the Directors acting as a board.

Elected Director means a Director elected by the Members under clause 30.1.

Financial Year means the period of 12 months beginning on 1 July of any year and ending on 30 June of the succeeding year provided that the first financial year will include the period commencing on date of registration of the Company and ending on 30 June of the immediately following year.

Member means a person who is admitted as a member and satisfies the eligibility criteria under clause 6.3(a).

Geographic Service Area means the area marked on the map attached as Annexure A.

Gift Fund Account means the gift fund account established under clause 57

GST has the meaning given to that term by the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or any replacement or other relevant legislation and regulations.

GST Amount means GST as defined in the GST Act.

Indemnified Officer has the meaning given to that term by clause 60.3.

ITAA means the *Income Tax Assessment Act 1936* (Cth) or the *Income Tax Assessment Act 1997* (Cth) as modified or amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the Company

Member means a member under clause 6.

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Membership Fee means the membership fee (if any) determined by the Board under clause 8.4

Region means:

(a) Innisfail;

(b) Tully;

(c) Cardwell;

(d) Babinda;

(e) Ravenshoe;

and their surrounding areas as marked on the map attached as Annexure A.

Register means the register of Members of the Company.

Seal means the Company's common seal (if any).

Secretary means any person appointed by the Directors to perform any of the duties of a secretary of the Company and if there are joint secretaries, any one or more of such joint secretaries.

Senior Management Team means the:

(a) chief executive officer;

(b) health services manager;

(c) corporate services manager;

(d) senior medical officer; and

(e) any other position or person the Board deems a senior management employee.

Skills-based Director means a person appointed as a skills-based director under clause 31.

Tax Invoice has the same meaning as in the GST Act, including any applicable legislative determinations and public rulings issued through the Australian Taxation Office.

Torres Strait Islander means an individual who is of Torres Strait Islander descent, identifies as a Torres Strait Islander and the individual is accepted by their community as a Torres Strait Islander.

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ANNEXURE A—GEOGRAPHIC SERVICE AREA

The Geographic Service Area incorporates the following towns and surrounding areas:

(a) Innisfail

(b) Babinda

(c) Tully

(d) Cardwell

(e) Ravenshoe

(f) Mt Garnet

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