

# Members Charter

Rev	Date	Comments	Owner	Checked By	Approved By
1	18 Nov 2021	New Charter	Company Secretary	Board	Members
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## 1. Purpose

- 1.1 North Queensland Primary Healthcare Network Limited A.C.N. 605 757 640 ("the Company") adopts the highest standards of corporate governance and with its Members adopts this Members Charter.
- 1.2 This Members Charter sets out the rights and responsibilities of Members, the terms and conditions of which shall be legally binding on each and every Member, regardless of their class of Membership as authorised pursuant to clause 7.9 of the Constitution the Company.
- 1.3 To ensure as best as possible that the Company and its Members operate effectively in delivering shared goals of improving the health outcomes of the population of North Queensland

## 2. Principles of Membership

- 2.1 The following principles are fundamental to the business conducted by the Company and the roles and rights of its Members:
  - (a) The Company was founded on a co-operative basis between its Members as a company limited by guarantee to pursue the purpose and object set out in Rule 4 of the Constitution of the Company, as may be varied from time to time.
  - (b) Membership of the Company requires an ongoing obligation on each Member to act in good faith to each other Members and to the Company as a whole and not to engage in conduct prejudicial to the interests or reputation of the Company.
  - (c) Membership of the Company requires that each Member adheres strictly to the obligations imposed on Members which are set out in key company documents including, but not limited to:
    - (i) the Constitution of the Company, as varied from time to time;
    - (ii) this Members Charter;
    - (iii) any Membership policy adopted by the Board from time to time; and
    - (iv) any agreement entered into between the Company and any Member.
  - (d) The Company has obligations to its Members and is accountable to them through the governance structures set out in the Constitution and policies and procedures adopted by the Board from time to time.
  - (e) In the event of any inconsistency between this Members Charter and the Constitution, or other agreement, the order of precedence shall be:
    - (i) the Constitution; then
    - (ii) the Members Charter; then



- (iii) any other agreement

### **3. Membership**

- 3.1 Any Membership Fees and Annual Subscription Fees for Members shall be set by the Board from time to time.
- 3.2 The Members will take all steps they deem necessary to ensure that the Company does not carry on any activities other than those contemplated by the Constitution, or any activities incidental thereto, unless the Members otherwise determine by Special Majority.
- 3.3 A new Member shall not be eligible to assume Membership without the proposed Member making application in accordance with Article 7.4 of the Constitution.

### **4. New Members**

- 4.1 The appointment of new Members shall be determined by the Members in accordance with the terms of Article 7.4 of the Constitution, which provides for the process for member decision-making and eligibility for Membership, which is that a Member (other than an existing Member or a Hospital and Health Service) must be a body corporate and/or organisation with a legal identity that:
  - (a) represents owners of primary healthcare or other health related practices in the geographical area in which Company conducts its core activities, rather than an employee or a contractor of a primary healthcare or other health related practice; and
  - (b) is a peak body associated with the health sector or the provision of health services in the geographical area in which Company conducts its core activities; or
  - (c) represents consumers of health services in the geographical area in the which Company conducts its core activities;
- 4.2 The Company acknowledges that a Member must not act ultra vires its own constitution or enabling statute.

### **5. Board of Directors**

- 5.1 The board of directors shall be appointed in accordance with Article 14 of the Constitution, and specifically Article 14.9 which expressly provides for the role of the Nominations and Remuneration committee is proposing directors.

### **6. Engagement**

- 6.1 The Company will engage with Members through the creation of a specific stakeholder engagement plan. This plan may include engagement opportunities as follows:
  - (a) The Company meeting with Members on a collective basis annually to undertake discussion on commitments to shared priorities, strategy, progress in delivering health outcomes and to discuss other issues of mutual interest.
  - (b) The Company will engage with individual Members at least annually to share relevant information of mutual benefit.

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- (c) The Company and Members commitment to communicate collectively where appropriate to share relevant information for mutual benefit.

**7. Data sharing**

- 7.1 Where permissible at law, and subject to any obligations imposed by any data holder each Member commits to sharing data (health related) with the Company in the interests of progressing a shared agenda.

**8. Reporting**

- 8.1 The Company will provide a quarterly update to Members on progress towards strategic and agreed outcomes.

**9. Research**

- 9.1 The Company and Members commit to the working together to develop joint research proposals where relevant.

**10. Conflicts of Interest**

- 10.1 In addition to Board Member obligations to disclose conflicts disclose any actual potential or perceived conflicts of interest, Members, when involved in any decision-making or in proposing resolutions or providing input to resolutions will disclose any actual potential or perceived conflicts of interest of which they may be aware, as well as their personal involvement with any other company or organisation which is in the same, or substantially similar, business to that of the Company or may be reasonably expected to be in the same, or substantially similar, business to that of the Company in the future.
- 10.2 Failure to disclose such interests is considered to be an action prejudicial to the interests of the Company.
- 10.3 The Company will maintain a register of the interests of its Directors and for Members who make disclosures as provided which will be made available to a Member organisation on request to the Company Secretary on providing a valid ground related to the business or decisions by the Members of Company.

**11. Respect**

- 11.1 Members, and the Company, in meeting its obligations to acting in good faith Members will not, in their business, practice, behaviour or communication, oral or written, including with their own Members, directors, staff, customers, clients or the media or otherwise, demean or impugn the reputation of another Member, the Company, its directors or employees.
- 11.2 Members will not wilfully seek to bring the Company or any Member into disrepute, or otherwise behave in any manner or pursue any practice that may bring the Company or any Member into disrepute.

**12. Governance**

- 12.1 Member organisations must meet the governance and reporting requirements of the legislation under which they are incorporated and other relevant legislation which applies to the Member.
- 12.2 Each Member independently agrees that a failure on its part to comply with any provision of this Members Charter will constitute conduct prejudicial to the interests of the Company, for the

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purposes of the Constitution and may result in the member forfeiting Membership in the Company.

**13. Confidential Information**

13.1 Confidential Information exists and may come into existence in relation to the performance by the Company and the Members of their obligations under the Constitution or other agreements or dealings with the Company. In the provision of Confidential Information to the Company or another Member the following principles apply:

- (a) each party providing Confidential Information to another Member, or the Company is and at all times will remain the sole proprietor of its Confidential Information;
- (b) Confidential Information is secret and confidential;
- (c) each party has an obligation of confidence in respect of Confidential Information of all other parties;
- (d) no party has any licence or right, whether express or by implication, estoppel or otherwise, in respect of the Confidential Information of another party other than the right to use that Confidential Information in accordance with the provisions of the Constitution or another agreement or dealings with the Company.

13.2 The Company and each Member will:

- (a) treat Confidential Information as secret and confidential and as the property solely of that party;
- (b) not use such Confidential Information for any purpose other than the performance of its obligations pursuant to the Constitution;
- (c) restrict the disclosure of Confidential Information to those Members of its staff and other professional consultants who require Confidential Information to enable it to perform its obligations pursuant to this Agreement;
- (d) immediately notify the party to whom the Confidential Information belongs in writing if any person has disclosed or is suspected by it of disclosing or intending to disclose any Confidential Information to any other person otherwise than in accordance with this clause; and
- (e) neither expressly nor impliedly discloses the existence of Confidential Information.

13.3 The Company may suspend the provision of Confidential Information to a Member if it forms the opinion, reasonably formed, that such Confidential Information is being used for a purpose not related to the Company.

13.4 For the purposes of this clause 'Confidential Information' includes but is not limited to all trade secrets, intellectual property, know-how, financial information, data and other commercially valuable information of whatever description and in whatever form (whether written or oral, visible or invisible) disclosed by one party to another.

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**14. Change in Obligations of Members**

14.1 Any proposed change to the Constitution or this Members Charter will be subject to consultation with Members and can only be given effect via a Special Resolution at the Annual General Meeting or a Special General Meeting of the company or via a flying minute of Members.

**15. Accountability to the Company**

15.1 In accordance with the law, the Board and directors of the Company must exercise their powers in such a manner which promotes the best interests of the Company.

15.2 The Company will operate on the basis of transparency in its decision making and the Board will consult with Members in relation to significant issues to the extent practicable.

**16. Settlement of Disputes & Discipline**

16.1 The Members must promptly and in good faith attempt to resolve any dispute which arises between them in relation to the operation of the Company before beginning mediation proceedings.

16.2 Except where a Member requires urgent interlocutory injunctive relief, if any Member requires a dispute to be resolved it agrees to do so in accordance with this clause. Each Member and the Company must comply with these provisions before it is entitled to a claim, relief or remedy covering the dispute.

16.3 If a Member or the Company wants a dispute resolved it must:

- (a) notify the other Members that the dispute exists; and
- (b) submit the dispute to the Chairperson of the other party, or parties, for resolution, and if the Chairperson is unable to resolve the dispute within 14 days of its being referred, submit the dispute to the Board for resolution.

16.4 If the parties to a dispute are unable to resolve the dispute within 14 days after referral the parties shall be referred the dispute to mediation under the Australian Disputes Resolution Centre mediation rules.

16.5 If the Members are of the view that the Board is in breach of this agreement, they may call a General Meeting in accordance with Article 8.2 of the Constitution.

16.6 If the majority of Members are of the view that a director is in breach of their obligations under the Constitution and /or at law, they may request the Secretary to have the matter tabled at the next board meeting for consideration by the Board.

16.7 It is acknowledged that it is the Members responsibility to discipline any other member. Article 7.10 of the Constitution provides for the process by which a member may be disciplined.

End.

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