



# GENERAL PRACTICE *north*

**DIVISION OF GENERAL PRACTICE NORTHERN TASMANIA INCORPORATED**

## **CONSTITUTION**

Approved by the Membership on the 28<sup>th</sup> day of November 2018

<b>Version</b>	<b>Date</b>	<b>Summary of changes and person responsible for drafting the changes</b>
3.0	October 2009	
4.0	November 2012	Significant changes throughout whole document, reflecting the 'new look' GP North after the cessation of Federal Government funding to Divisions and the establishment of Tas Medicare Local
5.0	November 2018	Minor formatting and grammatical changes throughout whole document. Significant change to 'Membership' clause 5 – 5.8

# **RULES OF THE DIVISION OF GENERAL PRACTICE NORTHERN TASMANIA INCORPORATED**

## **1. NAME OF THE ASSOCIATION**

1.1 The name of the association is: The Division of General Practice Northern Tasmania Incorporated (in these Rules called “**General Practice North**”).

## **2. INTERPRETATION**

2.1 In these rules, unless the contrary intention appears:

“Act” means the Associations Incorporation Act 1964. “Authorised Deposit-Taking Institution” means a body corporate that is an authorised deposit-taking institution for the purposes of the Banking Act 1959 (Cth).

“Committee” means the Committee of General Practice North.

“General Meeting” means a general meeting (whether a special general meeting or otherwise) of members convened in accordance with Rule 13.

“GPTT” means General Practice Training Tasmania

“AHPRA” means Australian Health Practitioner Regulation Agency.

“Public officer” means the public officer appointed by the Committee in accordance with Rule 22.

“Servant” means any person employed by General Practice North.

“Medical Trainee” means a medical undergraduate or postgraduate medical student or practitioner on general practice placement in the Tasmania 03 63 telephone area.

2.2 In these rules:

(i) Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a printed, electronic or audio form.

(ii) Words or expressions contained in these rules shall be interpreted in accordance with the provisions of the Acts Interpretation Act 1931 and the Act as in force on the date on which these rules are adopted by General Practice North.

(iii) Words importing the singular or plural number include plural or singular number respectively and words of any gender shall include any other gender.

## **3. OFFICE**

3.1 The office of General Practice North shall be situated at, 86c Hobart Road, Launceston in Tasmania or at such other place as the Committee may, from time to time, determine.

#### **4. OBJECTS AND PURPOSES**

4.1 In addition to the basic objects (which are set out in Rule 4(b)) of General Practice North the objects and purposes of General Practice North shall be deemed to include:

- (i) the purchase, taking on lease or in exchange, and the hiring or otherwise acquiring of any real or personal property that may be deemed necessary or convenient for any of the objects or purposes of General Practice North;
- (ii) The buying, selling, and supplying of, and dealing in, goods of all kinds;
- (iii) The construction maintenance and alteration of buildings or works necessary or convenient for any of the objects or purposes of General Practice North;
- (iv) The accepting of any gift, whether subject to a special trust or not, for any one or more of the objects or purposes of General Practice North; (v) The taking of such steps from time to time as the Committee or the members in general meeting may deem expedient for the purpose of procuring contributions to the funds of General Practice North, whether by way of donations, subscriptions, or otherwise;
- (vi) The printing and publishing of such newspapers, periodicals, books, leaflets, or other documents as the Committee or the members in general meeting may think desirable for the promotion of the objects and purposes of General Practice North;
- (vii) The borrowing and raising money in such manner and on such terms, as the Committee may think fit or as may be approved or directed by resolution passed at a general meeting;
- (viii) Subject to the provisions of the Trustee Act 1898, the investment of any moneys of General Practice North not immediately required for any of its objects or purposes in such manner as the Committee may from time to time determine;
- (ix) The making of gifts, subscriptions, or donations to any of the funds, authorities, or institutions to which paragraph (a) of subsection (1) of Section 78 of the Income Tax and Social Services Contribution Assessment Act 1936- 1964 of the Commonwealth relates;
- (x) The establishment and support, or aiding in the establishment or support, of any other association formed for any of the basic objects of General Practice North;
- (xi) The purchase or acquisition, and undertaking, of all or any part of the property, assets, liabilities, and engagements of any association with which General Practice North may at any time become amalgamated in accordance with the provisions of the Act and rules of General Practice North;
- (xii) To act as Trustee of any Trust created for the benefit of any members of General Practice North or for any Trust formed for any of the basic objects of General Practice North;

And

(xiii) The doing of all such other lawful things as are incidental or conducive to the attainment of the basic objects of General Practice North or of any of the objects and purposes specified in the foregoing provisions of this sub-rule.

4.2 In these Rules "basic objects of General Practice North" means to improve the health of the community of Northern Tasmania by enhancing the capacity and or capability of General Practice to deliver primary health care through but not limited to the following:

(i) The provision of post-graduate educational bursaries or financial support;

(ii) Engaging in training and research;

And (iii) the provision of infrastructure.

## **5. MEMBERSHIP**

5.1 A member of General Practice North must be:

(i) A general practitioner registered with AHPRA, currently practicing full or part-time, providing primary health care in general practice in the Tasmanian 03-63 telephone area.

Or

(ii) A retired general practitioner (to which sub-rule 5.1(i) applied at the time of his or her retirement) with an expressed desire to retain membership of the organisation.

Or

(iii) A medical trainee who is attached to a general practice in Tasmania within the 03 63 telephone area.

5.2 A member of General Practice North should be:

(i) Interested in improving patient care and consider involvement in projects adopted by General Practice North.

(ii) Interested in ongoing medical education and support of undergraduate and post graduate teaching.

(iii) Cognisant of the principles of clinical governance and support the strategic mission and objectives of General Practice North.

(iv) Supportive of primary care research

5.3 Subject to sub-rule 5.1 a person who was a member of General Practice North at the time of its incorporation may continue to be a member of General Practice North on payment of the annual subscription set out in Rule 27. Other persons may apply to be admitted as a member of General Practice North.

5.3 Application for membership is to be:

- (i) Made in writing including AHPRA registration number and signed by the applicant
- (ii) Lodged by the applicant with the public officer of General Practice North.
- (iii) As soon as practicable after receipt of an application, the public officer is to refer the application to the GP North Committee.

5.4 Once an application is approved by the Committee, the public officer is to:

- (i) notify the applicant in writing that the application has been approved for membership of General Practice North subject to payment of the first annual subscription (under Rule 27);

and

- (ii) on receipt of the amount payable by the nominee as the first annual subscription set out in Rule 27, enter the applicant's name into the register of members (but if the amount payable is \$0.00 then the public officer is to enter the applicant's name into the register of members on receipt of approval from the Committee).

5.5 A person becomes a member of General Practice North when his or her name is entered in the register of members.

5.6 A person ceases to be a member of General Practice North when the member's name is removed from the register of members by the public officer on receipt of:

- (i) Written notice of resignation

Or

- (ii) Notification of the death of the member

Or

- (iii) The member relocates to practice outside the Tasmanian 03 63 telephone area (as set out in sub-rule 5.1(i))

5.7 A right, privilege, or obligation of a person by virtue of his membership of General Practice North

- (i) Is not capable of being transferred or transmitted to another person;

And

- (ii) Terminates upon the cessation of his membership, whether by resignation, death or relocation of the member's practice outside the area defined in sub-rule 5.1 (i)

5.8 If General Practice North is wound up, each member of General Practice North, and each person who was a member of General Practice North within the period of twelve (12) months immediately preceding the commencement of the winding up, is liable to contribute:

(i) to the assets of General Practice North for payment of the liabilities of General Practice North;  
and

(ii) for the costs, charges and expenses of the winding up;

and

(iii) for the adjustment of the rights of the contributors among themselves.

(iv) Any liability under sub-rule 5.8 is not to exceed \$20.00.

(iv) Notwithstanding sub-rule 5.8 a former member of General Practice North is not liable to contribute under sub-rule 5.8 in respect of any liability of General Practice North incurred after the person ceased to be a member

## **6. INCOME AND PROPERTY**

6.1 The income and property of General Practice North, however derived shall be applied solely towards the promotion of the objects and purposes of General Practice North and no portion thereof shall be paid or transferred, directly or indirectly by dividend or bonus, to any member of General Practice North.

6.2 The Committee shall not:

(i) Appoint a person who is a director of the Committee to any office in the gift of General Practice North to the holder of which there is payable any remuneration by way of salary, fees, or allowances;

Or

(ii) Pay to any such person any remuneration or other benefit in money or money's worth (other than the repayment of out-of-pocket expenses).

6.3 Nothing in the foregoing provisions of this rule prevents the payment in good faith to a servant or member of General Practice North of:

(i) Remuneration in return for services actually rendered to General Practice North by the servant or member (and services shall include the attendance at meetings of any committee or sub-committee formed under these Rules where funds are received from the Australian Government for that purpose) or for goods supplied to General Practice North by the servant or member in the ordinary course of business;

(ii) A reasonable and proper sum by way of rent for premises let to General Practice North by the servant or member.

6.4 Nothing herein shall apply to the income and property of any other body organisation or entity held by General Practice North in trust for such body organisation or entity.

6.5 In such circumstances as the winding up of General Practice North, the net assets and properties of General Practice North shall be transferred to such like-minded Committee General Practice focused organisation of Deductible Gift Recipient Status as nominated by the current Committee.

6.6 If the gift fund is wound up, or if the endorsement (if any) of the organisation as a deductible gift recipient is revoked, any surplus assets of the gift fund remaining after paying of liabilities attributable to it shall be transferred to a fund, authority, or institution to which income tax deductible gifts can be made.

## **7. ACCOUNTS RECEIPTS AND EXPENDITURE**

7.1 True accounts shall be kept:

(i) Of all sums of money received and expended by General Practice North and the matter in respect of which the receipt or expenditure takes place;

And

(ii) Of the property, credits, and liabilities of General Practice North, and subject to any reasonable restrictions as to time and manner of inspecting them that may be imposed by the Committee for the time being, those accounts shall be open to the inspection of the members of General Practice North.

7.2 The Treasurer of General Practice North shall faithfully keep or cause to be kept all general records, accounting books and records of receipts and expenditure connected with the operations and business of General Practice North in such form and manner as the Committee may direct.

7.3 The accounts, books, and records referred to in sub-rules (a) and (b) of this rule shall be kept at General Practice North's office or at such other place as the Committee may decide.

## **8. BANKING AND FINANCE**

8.1 The Treasurer of General Practice North shall, on behalf of General Practice North, receive all moneys paid to General Practice North and forthwith after the receipt thereof issue official receipts therefor.

8.2 The Committee shall cause to be opened with such authorised deposit-taking institution as the Committee selects an account in the name of General Practice North into which all moneys received shall be paid by the Treasurer as soon as possible after receipt thereof.

8.3 The Committee may receive from General Practice North's authorised deposit taking institution for the time being the cheques drawn by General Practice North on any of its accounts with the authorised deposit-taking institution and may release and indemnify the authorised deposit-taking institution from and against all claims, actions, suits, or demands that may be brought against the authorised deposit-taking institution arising directly or indirectly out of those cheques or the surrender thereof to General Practice North.



8.4 Except with the authority of the Committee, no payment of a sum exceeding twenty dollars shall be made from the funds of General Practice North otherwise than by direct debit or cheque drawn on General Practice North's authorised deposit taking institution account, but the Committee may provide the Treasurer with a sum to meet urgent expenditure subject to the observance of such conditions in relation to the use and expenditure thereof as the Committee may impose.

8.5 No withdrawals shall be made on General Practice North's authorised deposit taking institution account except for payment or direct debit of expenditure that has been authorised by the Committee.

8.6 All cheques, drafts, bills of exchange, promissory notes, and other negotiable instruments shall be signed by the Treasurer or, in his absence, by such other member or members of the Committee or nominee as the Committee may nominate for that purpose, and shall be countersigned by the public officer or the Chairperson.

8.7 In accordance with the requirements of Deductible Gift Recipient Status General Practice North shall cause to be opened a Gift Fund Account into which all deductible gift monies shall be paid.

## **9. AUDITOR**

9.1 At each annual general meeting of General Practice North, the members present shall appoint a person as the auditor of General Practice North.

9.2 A person so appointed shall hold office until the annual general meeting next after that at which he is appointed, and is eligible for re-appointment.

9.3 The first auditor of General Practice North may be appointed by the Committee before the first annual general meeting, and, if so appointed, shall hold office until the first annual general meeting, unless previously removed by a resolution of the members at a general meeting, in which case the members at that meeting may appoint an auditor to act until the first annual general meeting.

9.4 If an appointment is not made at an annual general meeting the Committee shall appoint an auditor of General Practice North for the then current financial year of General Practice North.

9.5 Except as provided in sub-rule 9.3, the auditor may only be removed from office by special resolution.

9.6 If a casual vacancy occurs in the office of auditor during the course of a financial year of General Practice North, the Committee may appoint a person as the auditor and the person so appointed shall hold office until the next succeeding annual general meeting.

## **10. AUDIT OF ACCOUNTS**

10.1 Once at least in each financial year of General Practice North, the accounts of General Practice North shall be examined by the auditor.

10.2 The auditor shall certify as to the correctness of the accounts of General Practice North and shall report thereon to the members present at the annual general meeting.

10.3 In his report and in certifying to the accounts, the auditor shall state:

- (i) Whether he has obtained the information required by him.
- (ii) (ii) Whether, in his opinion, the accounts are properly drawn up so as to exhibit a true and correct view of the financial position of General Practice North according to the information at his disposal and the explanations given to him and as shown by the books of General Practice North.

And

(iii) Whether the rules relating to the administration of the funds of General Practice North have been observed.

10.4 The public officer of General Practice North shall cause to be delivered to the auditor a list of all the account, books, and records of General Practice North.

10.5 The auditor:

(i) Has a right of access to the accounts, books, records vouchers, and documents of General Practice North.

(ii) May require from the servants of General Practice North such information and explanations as may be necessary for the performance of his duties as auditor.

(iii) May employ persons to assist him in investigating the accounts of General Practice North.

And

(iv) May, in relation to the accounts of General Practice North, examine any member of the Committee or any servant of General Practice North.

## **11. ANNUAL GENERAL MEETING**

11.1 General Practice North shall, in each year, hold an annual general meeting that shall be advertised to members by personally addressed mail not later than 4 weeks prior.

11.2 The annual general meeting shall be held on such day (being not later than six months after the close of the financial year of General Practice North) as the Committee may determine.

11.3 The annual general meeting shall be in addition to any other general meetings that may be held in the same year.

11.4 The annual general meeting shall be specified as such in the notice convening it.

11.5 The ordinary business of the annual general meeting shall be –

(i) To confirm the minutes of the last preceding annual general meeting and of any general meeting held since that meeting;

(ii) To receive from the Committee, auditor, and servants of General Practice North reports upon the transactions of General Practice North during the last preceding financial year;

(iii) To elect Committee of General Practice North.

(iv) To appoint the auditor;

(v) To appoint a lawyer;

And

(vi) To determine the remuneration of members contracted to fulfill the objects of General Practice North.

11.6 The annual general meeting may transact special business of which notice is given in accordance with these rules.

11.7 All general meetings others than the annual general meeting shall be called special general meetings.

11.8 The quorum for the annual general meeting shall be no less than ten (10) members of General Practice North.

## **12. SPECIAL GENERAL MEETINGS**

12.1 The Committee may, whenever it thinks fit, convene a special general meeting of General Practice North.

12.2 The Committee shall, on the requisition in writing of not less than ten members, convene a special general meeting of General Practice North.

12.3 A requisition for a special general meeting shall state the objects of the meeting and shall be signed by the requisitionists and deposited at the office of General Practice North and may consist of several documents in the like form, each signed by one or more of the requisitionists.

12.4 If the Committee does not cause a special general meeting to be held within twenty one days from the date on which a requisition therefor is deposited at the office of General Practice North, the requisitionists, or any of them, may convene the meeting; but any meeting so convened shall not be held after three months from the date of the deposit of the requisition.

12.5 A special general meeting convened by requisitionists in pursuance of these rules shall be convened in the same manner as nearly as possible as that in which those meetings are convened by the Committee and all reasonable expenses incurred in convening the meeting shall be refunded by General Practice North to the persons incurring them.

## **13. NOTICE OF GENERAL MEETINGS**

The public officer of General Practice North shall at least fourteen days before the date fixed for holding a general meeting of General Practice North, notify all members by advertising in the local

press of such meeting specifying the place, day, and time for the holding of the meeting, and the nature of the business to be transacted thereat.

#### **14. BUSINESS AND QUORUM AT GENERAL MEETINGS**

14.1 All business that is transacted at special general meetings and all business that it transacted at the annual general meeting, with the exception of that specially referred to in these rules as being the ordinary business of the annual general meeting, shall be deemed to be special business.

14.2 No item of business shall be transacted at a general meeting unless a quorum of members entitled under these rules to vote is present during the time when the meeting is considering that item.

14.3 Ten members personally present (being members entitled under these rules to vote thereat) constitute a quorum for the transaction of the business of a general meeting (not being an annual general meeting).

14.4 If within one hour after the appointed time for the commencement of a general meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; and in any other case it shall stand adjourned to the same day in the next week, at the same time and (unless another place is specified by the chairperson at the time of the adjournment or by written notice to members given before that day to which the meeting is adjourned) at the same place, and if at the adjourned meeting a quorum is not present, within one hour after the time appointed for the commencement of the meeting, the meeting shall be dissolved

14.5 Only business on the advertised agenda may be transacted at a general meeting.

#### **15. CHAIRPERSON TO PRESIDE AT GENERAL MEETINGS**

The chairperson shall preside at every general meeting of General Practice North. If the chairperson is absent from a general meeting then the members present shall elect one of their number to preside as chairperson thereat.

#### **16. ADJOURNMENT OF MEETINGS**

16.1 The chairperson of a general meeting at which a quorum is present may, with the consent of the meeting, adjourn the meeting from time to time and place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

16.2 Where a meeting is adjourned for fourteen days or more, the like notice of the adjourned meeting shall be given as in the case of the original meeting.

#### **17. QUESTIONS ARISING AT GENERAL MEETINGS**

17.1 A question arising at a general meeting of General Practice North shall be determined on a show of hands and unless before or on the declaration of the result of the show of hands a poll is demanded, a declaration by the chairperson that a resolution has, on a show of hands, been carried,

or carried unanimously or carried by a particular majority, or lost, and an entry to that effect in the minute book of General Practice North is evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against that resolution.

17.2 Notwithstanding the aforementioned the chairperson can if he shall so determine declare that any question arising at a general meeting shall be determined not by a show of hands but by secret ballot.

## **18. VOTES**

18.1 Upon any question arising at a general meeting of General Practice North, a member has one vote only.

18.2 All votes for motions (excluding Committee elections) shall be given personally either by attendance, proxy, or by postal vote. All votes for officers of General Practice North shall be given either personally or by postal ballot/proxy. A postal vote shall count for the purposes of a quorum.

18.3 In the case of equality of voting on a question the chairperson of the meeting is entitled to exercise a second or casting vote.

18.4 All proxies must be signed, dated, contain explicit voting instructions and be lodged with the chairperson prior to the commencement of the general meeting.

## **19. TAKING OF POLL**

If at a meeting a poll on any question is demanded it shall be taken at that meeting in such manner as the chairperson may direct, and the result of the poll shall be deemed to be the resolution of the meeting on that question.

## **20. MANAGEMENT OF AFFAIRS OF GENERAL PRACTICE NORTH BY THE COMMITTEE**

20.1 The affairs of General Practice North shall be managed by a Committee constituted as provided in Rule 21.

20.2 The Committee:

(i) Shall control and manage the business and affairs of General Practice North.

(ii) May, subject to these rules, exercise all such powers and functions as may be exercised by General Practice North, other than those powers and functions that are required by these rules to be exercised by general meetings of members of General Practice North.

And

(iii) Subject to the Act and these rules, has power to perform all such acts and things as appear to the Committee to be essential for the proper management of the business and affairs of General Practice North.

## **21. CONSTITUTION OF THE COMMITTEE**

21.1 The Committee shall consist of four (4) members elected by the membership and confirmed at annual general meetings of General Practice North.

21.2 A medical trainee cannot nominate for nor stand for the Committee or an office on the Committee.

21.3 Each Committee member shall subject to these rules hold office until the annual general meeting three years after the date of his election but is eligible for re-election for additional terms. At each annual general meeting one third of the elected member positions (with allowance for an uneven number of positions) will be vacated so that over any three year period, all positions on the Committee will have been vacated and subjected to the election process.

21.4 In the event of a casual vacancy occurring in the office of ordinary Committee member the Committee may appoint a member of General Practice North to fill the vacancy and the member so appointed shall hold office subject to these rules upon such terms and conditions and for such period as the Committee in its absolute discretion shall determine up to the completion of the vacated term.

## **22. ELECTION OF MEMBERS OF COMMITTEE**

22.1 Nominations of candidates for election as a Committee member subject to sub-rule 21.2 can be received prior to the annual general meeting or may be called for and provided from the floor of the meeting at the discretion of the Chairperson.

22.2 All members nominated for the positions on the Committee of General Practice North must receive at least 50% approval of member's votes at the annual general meeting to be elected.

22.3 If the number of nominations exceeds the number of vacancies to be filled, a ballot shall be held.

22.4 The ballot for the election Committee members shall be conducted at or prior to the annual general meeting in such usual and proper manner as the Committee may direct.

22.5 Election of officers of the Committee shall be conducted by secret ballot at the first meeting of the Committee following the Annual General Meeting. These officers shall include Chairperson, Public Officer and Treasurer. (f) A Returning Officer will be appointed by the Committee if required.

## **23. VACATION OF OFFICE**

23.1 For the purposes of these rules, the office of an officer of the General Practice North or of any ordinary Committee member becomes vacant if the officer or Committee member:

(i) Dies;

(ii) Becomes bankrupt or applies to take or takes advantage of any law relating to bankrupt or insolvent debtors or compounds with his creditors, or makes any assignment of his estate for their benefit;

- (iii) Becomes of unsound mind;
- (iv) Resigns his office by writing under his hand addressed to the Committee;
- (v) Fails to qualify as a member of General Practice North;
- (vi) Without leave granted by the Committee fails to attend three consecutive meetings of the Committee; or fails to attend a minimum of 60% of Committee, Executive or other committee meetings;
- (vii) Ceases to be a member of General Practice North (viii) Fails to pay all arrears of subscription due by him within fourteen days after he has received notice in writing signed by the public officer stating that he has ceased to be a financial member of General Practice North;
- (ix) Becomes deregistered as a medical practitioner;
- (x) Commits any such action as in the opinion of the Committee brings or has the potential to bring General Practice North into disrepute; or
- (xi) His or her practice is relocated outside the Tasmania 03 63 telephone area.

#### **24. MEETINGS OF COMMITTEE**

24.1 The Committee shall meet as required to fulfill the objects of the Association.

24.2 Three (3) members of the committee will constitute a quorum for the transaction of the business of a meeting of the Committee.

24.3 No business shall be transacted unless a quorum is present and if within half an hour of the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same place and at the same hour of the same day in the following week unless the meeting was a special meeting, in which case it lapses.

24.4 At meetings of the Committee the Chairperson, or in his absence, such one of the remaining members of the Committee as may be chosen by the members present, shall preside.

24.5 Questions arising at meetings of the Committee or of any sub-committee appointed by the Committee shall be determined on a show of hands, or if demanded by a member, by a poll taken in such manner as the person presiding at the meeting may determine.

24.6 Each member present at a meeting of the Committee or of any sub-committee appointed by the Committee (including the person presiding at the meeting) is entitled to one vote, and in the event of an equality of votes on any question the person presiding may exercise a second or casting vote.

24.7 Notice of each Committee meeting shall be given to each member of the Committee. at a reasonable time before the meeting or by sending it by post in a prepaid letter addressed to him at his usual or last known preferred postal address in time to reach him in due course of post before the date of the meeting.

## **25. DISCLOSURE OF INTEREST**

25.1 A member of the Committee who is interested in any contract or arrangement made or proposed to be made with General Practice North shall disclose his interest at the first meeting of the Committee at which the contract or arrangement is first taken into consideration, if his interest then exists, or, in any other case, at the first meeting of the Committee after the acquisition of his interest.

25.2 If a member of the Committee becomes interested in a contract or arrangement after it is made or entered into he shall disclose his interest at the first meeting of the Committee after he becomes so interested.

25.3 No member of the Committee shall vote as a member of the Committee in respect of any contract or arrangement in which the member has a personal or pecuniary interest and if he does so vote his vote shall not be counted.

## **26. SUB-COMMITTEES**

26.1 The Committee may at any time appoint a sub-committee as it may think fit and shall prescribe the powers and functions thereof.

26.2 The Committee may co-opt as members of a sub-committee such persons as it thinks fit, whether or not those persons are members of General Practice North, but a person so co-opt is not entitled to vote.

26.3 Two appointed members of a sub-committee constitute a quorum at a meeting of the sub-committee.

26.4 The public officer of General Practice North is responsible for calling meetings of a sub-committee.

## **27. ANNUAL SUBSCRIPTION**

27.1 Until otherwise fixed pursuant to sub-rule 27.3 the annual subscription payable by members shall be the sum of \$0.00.

27.2 The amount of the annual subscription may be altered from time to time by the members by special resolution.

27.3 The annual subscription of a member is due and payable on or before the first day of the financial year of General Practice North.

## **28. FINANCIAL YEAR**

28.1 The financial year of General Practice North is the period beginning on the first day of July in each year and ending on the thirtieth day of June next following year.

## **29. NOTICES**



29.1 A notice may be served by or on behalf of General Practice North upon any member either personally or by sending it through the post in a prepaid letter addressed to the member at his usual or last known preferred postal address.

### **30. EXPULSION OF MEMBERS**

30.1 Subject to this rule, the Committee may expel a member from General Practice North, if, in the opinion of the Committee the member has been guilty of conduct detrimental to the interests of General Practice North.

30.2 The expulsion of a member pursuant to sub-rule 30.1 does not take effect:

(i) Until the expiration of fourteen days after the service on the member of a notice under sub-rule 30.3.

Or

(ii) If the member exercises his right of appeal under this rule, until the conclusion of the special general meeting convened to hear the appeal, whichever is the later date.

30.3 Where the Committee expels a member of General Practice North the public officer of General Practice North shall, without undue delay, cause to be served on the member a notice in writing –

(i) Stating that the Committee has expelled the member.

(ii) Specifying the grounds for the expulsion.

And

(iii) Informing the member that if he so desires he may, within fourteen days after the service of the notice on him, appeal against the expulsion as provided in this rule.

30.4 A member on whom a notice under sub-rule (c) of this rule is served may appeal against the expulsion to a special general meeting by delivering or sending by post to the public officer of General Practice North, within fourteen days after the service of that notice, a requisition in writing demanding the convening of such a meeting for the purpose of hearing his appeal.

30.5 Upon receipt of a requisition under sub-rule (c) of this rule, the public officer shall forthwith notify the committee of its receipt and the Committee shall thereupon cause a special general meeting of members to be held within twenty one days after the date on which the requisition is received by the public officer.

30.6 At a special general meeting convened for the purpose of this rule:

(i) No business other than the question of the expulsion shall be heard;

(ii) The Committee may place before the meeting details of the grounds of the expulsion and the Committee's reasons for the expulsion.

(iii) The expelled member shall be given an opportunity to be heard.

And

(iv) The members present shall vote by secret ballot on the question whether the expulsion should be lifted or confirmed.

30.7 If at the special general meeting a majority of the members present vote in favour of the lifting of the expulsion the expulsion shall be deemed to have been lifted and the expelled member is entitled to continue his membership of General Practice North.

30.8 If at the special general meeting a majority of the members' present vote in favour of the confirmation of the expulsion, the expulsion takes effect and the expelled member ceases to be a member of General Practice North.

### **31. DISPUTES**

Subject to this rule, a dispute between a member of General Practice North, in his capacity as a member, and General Practice North shall be determined by arbitration in accordance with the provisions of the Commercial Arbitration Act 1986.

### **32. SEAL OF GENERAL PRACTICE NORTH**

32.1 The seal of General Practice North shall be in the form of a rubber stamp inscribed with the name of General Practice North encircling a word "Seal".

32.2 The seal of General Practice North shall not be fixed to any instrument except by the authority of the Committee, and the affixing thereof shall be attested by the signatures either of two members of the Committee or of one member of the Committee and of the public officer of General Practice North or such other person as the Committee may appoint for that purpose, and that attestation is sufficient for all purposes that the seal was affixed by the authority of the Committee.

32.3 The seal shall remain in the custody of the public officer.