



CONSTITUTION OF

**ST ANDREW'S CARE
LTD ACN 145 412 308**

**A COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A CAPITAL DIVIDED INTO
SHARES**

CONSTITUTION OF ST ANDREW'S CARE LTD

NAME OF COMPANY

1. The name of the Company (hereinafter referred to as the Company) is St Andrew's Care Ltd.

OBJECTS

2. The object for which the Company is established is to undertake the care, comfort, maintenance, advancement and benefit of persons who are eligible aged care consumers, who have a disability or other health infirmity, on the basis of the needs of those persons or their carers, irrespective of race, culture, creed, religion or diversity, subject to the ability of the Company to provide appropriate care.

To further these objects the Company may undertake all or any of the following:

- (a) providing facilities for persons who are eligible aged care consumers, who have a disability or other health infirmity;
- (b) providing therapeutic and other appropriate services, including spiritual care, for clients who have a disability or other health infirmity;
- (c) assisting clients who have a disability or other health infirmity to take part in, and be part of, community life;
- (d) providing community-based care for clients, who have a disability or other health infirmity;
- (e) providing appropriate access to information and support services to Aboriginal and Torres Strait Island people, people with culturally and linguistically diverse backgrounds and people of diverse sexual orientation and gender identity (LGBTQI).
- (f) providing respite care for clients who have a disability or other health infirmity on a long or short term basis;
- (g) providing assistance with personal care for clients who have a disability or other health infirmity including showering dressing toileting, grooming and similar duties;
- (h) providing assistance to those suffering from dementia and Alzheimer's Disease;

- (i) providing palliative care and care of the frail and eligible aged care consumers, chronically ill or disabled adults and children alike;
 - (j) assisting clients who have a disability or other health infirmity with general household duties including shopping, cleaning, meal preparation, meal delivery and handyman services;
 - (k) acquiring land and acquiring, establishing or erecting buildings and other facilities and services for the care, comfort, welfare and accommodation of persons who are clients;
 - (l) raising funds by borrowing or any other means approved by the Board including accepting gifts, bequests and donations; and
 - (m) carrying out such other activities where these may be usefully or conveniently linked with any of the objects in this clause.
3. The income and property of the Company shall be applied solely towards the promotion of the object of the Company as set forth in this Constitution; and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to the Members of the Company.
- Nothing in this Clause prevents:
- (a) the payment in good faith of reasonable and proper remuneration to any officer or employee the Company or to any Member or other person in return for any services rendered to the Company; or
 - (b) the payment of interest on money borrowed from a Member for any of the purposes of the Company,
- provided such payments are approved by the Board.
4. The liability of the members is limited.
5. Every Member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while a Member, or within one (1) year after they cease to be a Member, for payment of the debts and liabilities of the Company contracted before they cease to be a Member, and of the costs, charges and expenses of winding up and for the adjustment of rights of the contributories among themselves, such amount as many as may be required, not exceeding Twenty Dollars (\$20.00).
6. If, upon the winding up or dissolution of the Company there remains,

after satisfaction of all debts and liabilities, any property whatsoever the same shall not be paid to or distributed among the Members of the Company but shall be given or transferred to St Andrews Village Ballina Limited ACN 002 540 516 or to some other institution or institutions having an object similar to the object of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 3 hereof, such institution or institutions to be determined by the Members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to the aforesaid provision then to some charitable object.

MEMBERSHIP

7. An applicant for Membership of the Company shall be proposed by one Member of the Company to whom the applicant shall be personally known. The application for Membership shall be made on the prescribed form (Annexure A) and signed by the applicant and the proposer.
8. At the next meeting of the Board after the receipt of any Application for Membership, such Application shall be considered by the Board, who shall thereupon determine upon the admission or rejection of an applicant, or may adjourn from time to time consideration of it without giving any reason for so doing. In no case shall the Board be required to give any reason for the rejection of an applicant.
9. When an applicant has been accepted for Membership the Secretary shall forthwith send to the applicant written notice of acceptance and the applicant shall become a Member on payment of the subscription, if any, current at the time and shall thereafter be bound by this Constitution.
10. Upon any person becoming a Member of the Company pursuant to this Constitution the Secretary shall enter or cause to be entered the name of such person in the Register of Members of the Company.
11. No Member shall be deemed by virtue only of applying for or becoming or continuing to be a Member of the Company to be in partnership with all or any other Member or Members of the Company.
12. The Membership subscription shall be such an amount, if any, as the Board may prescribe from time to time.
13. If any Member shall wilfully refuse or neglect to comply with the Constitution of the Company or shall be guilty of any conduct which in the opinion of the Board is unbecoming of a Member or prejudicial to the interest of the Company the Board shall have power by resolution to censure, suspend or expel the Member from the Company PROVIDED THAT at least one (1) week before the meeting of the Board which such a resolution passed the Member shall have had

notice of such meeting and of what is alleged against them and of the intended resolution and that they shall at such meeting and before passing of such resolution have had an opportunity of giving orally or in writing any explanation or defence they may see fit AND PROVIDED FURTHER that any such Member may by notice in writing lodged with the Secretary at least twenty-four (24) hours before the time for holding the meeting at which the resolution is to be considered by the Board, elect to have the question dealt with by the Company in a General Meeting and such a resolution be passed by majority of two thirds of those present and voting (such a vote to be taken by ballot) the Member shall be punished accordingly and in the case of a resolution for expulsion the Member shall be expelled.

- 13A Any Member shall have the right to resign membership of the Company by giving at least fourteen (14) days written notice to the Secretary of such resignation.

MEETINGS OF MEMBERS

14. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, four (4) Members present in person shall be a quorum. For the purposes of this Clause, 'Members' includes a person attending as a proxy or as representing a corporation which is a Member.
15. If within half an hour the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day next week at the same time and place as the Board may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present (being not less than four (4)) shall be a quorum.
16. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
17. No Member shall be entitled to vote at any General Meeting or Annual General Meeting if an employee of the Company.
18. The instrument appointing a proxy must be in the common or usual form (as per Annexure B).

DIRECTORS

19. The Board shall consist of no fewer than six (6) and not more than twelve (12) Directors.
20. Only a Member can be either elected or appointed to the position of Director.
21. The Board shall have the right to appoint additional Directors up to a number so that the total number of Directors of the Board shall not exceed twelve (12) Directors.
22. The Board must at all times comprise a majority of persons who are considered to have a degree of responsibility to the community.

Any appointment purporting to replace a Director, which, if it were an effective appointment, would cause this Clause to be contravened, will be invalid.

23. One third of the Members of the Board or the nearest whole number to one third must retire annually commencing with the Director who has held office for the longest period.
24. A retiring Director is eligible for reappointment unless during the term about to end that Director completed twelve (12) or more years of continuous Board Membership. In calculating a period of Board Membership:
 - (a) service prior to the date of this Constitution is not included;
 - (b) any periods of absence from the Board are included; and
 - (c) breaks in Board Membership of less than twelve (12) months are included.
25. A person who has completed twelve (12) or more years of continuous Board Membership is eligible for reappointment after a break in Board Membership of at least twelve (12) months.
26. Directors shall elect from their number the Chairperson and Deputy Chairperson at the first Meeting of the Board following the Annual General Meeting of the Company and appoint the Secretary. The position of Managing Director does not exist within the Company.
27. The election of Directors shall take place in the following manner:
 - (a) Any two (2) Members of the Company shall be at liberty to nominate any other Member to serve as a Director of the Company.

- (b) The nomination, which shall be in writing on the prescribed form (Annexure C) and signed by the Member and his proposer and seconder shall be lodged with the Secretary, at such a date as the Board may prescribe, but at least seven (7) working days before the Annual General Meeting at which the election is to be held.
 - (c) A list of the candidates' names in alphabetical order, with the proposers' and seconds' names shall be posted in a conspicuous place in the registered office of the Company for at least five (5) working days immediately preceding the Annual General Meeting at which the election is to be held.
 - (d) If the number of candidates is no greater than the number of vacancies to be filled, the Chairman of the Annual General Meeting shall declare such candidates as duly elected.
 - (e) Should an election for the position of Director be required at the Annual General Meeting, the ballot will be conducted in accordance with instructions from the Chairman with the Company Secretary appointed as scrutineer. If the Company Secretary is not present then the Chairman will appoint a scrutineer who shall not be either a Director or an employee of the Company.
28. A Director may not appoint an alternate Director to act on their behalf.
- 28A. When a Director ceases to hold office as a Director he or she shall also cease to be a member of the Company and shall cease to hold office as a Director of St Andrew's Village Ballina Limited ACN 002 540 516 and cease to be a member of St Andrew's Village Ballina Limited ACN 002 540 516.
29. The office of Director is not to attract any remuneration apart from the reimbursement of expenditure incurred in performing the duties of that office. Provided always that the Board shall have the power to engage a Director to perform services for the Board in his/her capacity for agreed remuneration in addition to his/her duties as a Director.

VACANCIES

30. A member of the Board who is absent for three (3) consecutive meetings without leave from the Board ceases to hold office from the conclusion of the third of such meetings.
31. At any time the Board may remove or suspend a Member of the Board.

32. The Board may where the Board wishes to fill the vacancies immediately, fill any casual vacancies occurring on the Board from the membership.
33. Any person appointed under Clause 31 is a Member of the Board for the term of the Member replaced.

DIRECTORS' MEETINGS

34. A Director shall not vote in respect of any matter, contract or proposed contract with the Company in which he has an interest, or any matter arising thereof, and if they do vote their vote shall not be counted.
35. The quorum necessary for the transaction of the business of the Board shall be four (4) Directors.
- 35A. The Chairperson or the Secretary may convene a meeting of Directors of the Board to consider urgent business by means of electronic communication to each Board Member. A response by similar method of communication by at least seventy-five per cent (75%) of the Board Members shall constitute a quorum for such a meeting. Such a meeting shall have power to consider business and pass resolutions of the Board in the same manner as at a meeting convened in accordance with the provisions of the Constitution. Voting at such meeting shall be by the same electronic method of communication and shall be duly recorded by the Secretary.

INTERNAL DISPUTES

36. Internal disputes within the membership of the Company will be dealt with by the Board of Directors.

COMPLAINT HANDLING MECHANISM

37. Complaints made by members of the public and grievances from employees will be dealt with by the Chief Executive Officer or their authorised representative. If a satisfactory resolution is not forthcoming, the matter will be referred to the Board of Directors.

INDEMNITY

38. Each officer is, to the maximum extent permitted by law, indemnified out of the property of the Company against any liability the officer may incur to another person as such an officer, except to the extent the liability is any of the following:

- (a) a liability owed to the Company or a related body corporate;
- (b) a liability for a pecuniary penalty order under section 1317G of the Corporations Act or a compensation order under section 1317H or under section 1317HA of the Corporations Act; or
- (c) a liability that is owed to someone other than the Company or a related body corporate and did not arise out of conduct in good faith.

This Clause does not apply to a liability for legal costs.

39. Each officer is, to the maximum extent permitted by law, indemnified out of the property of the Company against any liability for legal costs the officer may incur as such an officer, except to the extent the liability is a liability for legal costs incurred in defending an action for a liability incurred as such an officer and the costs are incurred:

- (a) in defending or resisting proceedings in which the person is found to have a liability for which they could not be indemnified under the previous clause;
- (b) in defending or resisting criminal proceedings in which the officer is found guilty;
- (c) in defending or resisting proceedings brought by the Australian Securities and Investments Commission or a liquidator for a court order if the grounds for making the order are found by the court to have been established; or
- (d) in connection with proceedings for relief to the officer under the Corporations Act in which the court denies the relief.

Paragraph (c) does not apply to costs incurred in responding to actions taken by the Australian Securities and Investments Commission or a liquidator as part of an investigation before commencing proceedings for the court order.

40. For the purposes of Clause 39, the outcome of proceedings is the outcome of the proceedings and any appeal in relation to the proceedings.

41. Clause 38 and Clause 39 are separate and independent indemnities and one is not to be read down by reference to the other.

42. The Company may pay a premium in respect of a contract insuring a person who is or has been an officer of the Company against a liability incurred by the person as an officer of the Company except in circumstances prohibited by the Corporations Act.

CHIEF EXECUTIVE OFFICER

43. The Board may appoint, suspend and dismiss a salaried Chief Executive Officer who is responsible to the Board for the general management and daily operation of the Company and for implementing the decisions of the Board.

MEETINGS OF THE BOARD

44. The Board must meet at least once a month in at least ten (10) months of the year at such times and places as the Board determines.
45. Other meetings of the Board may be convened by a Chairperson or the Secretary. A meeting must be convened as soon as practicable after a written request for a meeting signed by not fewer than one third of the Membership of the Board is lodged with the Secretary or Chairperson.

NOTICE OF MEETINGS

46. At least seven (7) days notice of all meetings must be given to each Member of the Board unless all Members agree otherwise.
47. A meeting and its resolutions remain valid even though notice for the meeting is not received or is accidentally not given.

POWER TO BORROW MONEY AND GIVE SECURITY

48. The Directors may exercise all powers of the Company to borrow money and to mortgage or charge its undertaking, property or any part thereof and to issue debentures or other securities and the Directors may exercise all of the powers of the Company in relation to cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money shall be signed, drawn, accepted, endorsed, discounted or otherwise executed in such manner as the Directors from time to time determine.
49. The Directors may authorise the Company to accept monies on deposit in connection with the grant of licences to residents of the self care units owned by the Company and to invest such deposits in trustee-type interest bearing investments and the Directors shall maintain an accurate and complete register of all such investments and interest received thereon.

AUDITOR

50. At its Annual General Meeting the Board must appoint an Auditor.
51. The Auditor must be a Member of the Institute of Chartered Accountants in Australia or CPA Australia or a Registered Company Auditor under the Corporations Law of Australia.
52. The Auditor must not be a Member of the Board.

FINANCIAL YEAR

53. The financial year ends on the 30th June each year or on such other date as the Board may determine.

FUNDS AND ACCOUNTS

54. Proper books of account must be kept and must be audited annually.
55. Subject to Clause 57, all monies received by or on account of the Company must be deposited in a bank account or accounts having the name 'St Andrew's Care Ltd'. All payments other than petty cash items made on account of the Company must be by cheque or authorised bank transfer.
56. Two signatories are required to operate any bank account or accounts of the Company:
 - (a) one is to be the Chairperson, Deputy Chairperson, Secretary, Treasurer or another person or persons for the time being authorised by the Board; and
 - (b) the other is to be the Chief Executive Officer (if any) or such other person or persons for the time being authorised by the Board.
57. If the Company is endorsed as a public benevolent institution by the Australian Taxation Office it will open and maintain a separate gift fund account which complies with the requirements of subdivision 30-BA of the *Income Tax Assessment Act 1997*, in the Company's name, with a body corporate that is an ADI for the purposes of the *Banking Act 1959* (Gift Fund).

The Company must ensure that:

- (c) all gifts of money or property for the objects of the Company (gifts) are deposited to the Gift Fund;

- (d) all income accrued on the gifts or otherwise received because of such gifts is also credited to the Gift Fund;
- (e) no other money or property is credited to the Gift Fund; and
- (f) money and property held in a Gift Fund are applied solely for the Objects of the Company and for no other purpose.
- (g) If the Gift Fund is wound up or if the endorsement of the Company as a deductible gift recipient is revoked, any surplus assets of the Gift Fund remaining after the payment of liabilities attributable to it, shall be transferred to a fund, authority, or institution to which income tax deductible gifts can be made.

ELIGIBILITY TO RECEIVE SERVICES

- 58. Persons are eligible to receive services in accordance with rules determined by the Board.

COMMITTEES

- 59. The Board may appoint committees and must set the terms of reference and regulate the operation of those committees.
- 60. At least two (2) Board members must be appointed to each committee.
- 61. Decisions made by each committee must be reported to the next meeting of the Board for ratification.

AUXILIARIES

- 62. The Board may form auxiliaries to help the Board raise funds for, or provide services to, any of the activities of the Company.

HONORARY PATRONS

- 63. The Board shall have the power to appoint Honorary Patrons for the Company provided that at any one time there shall be not more than four (4) such Honorary Patrons appointed.

AMENDMENT OF THIS CONSTITUTION

- 64. This Constitution may be amended by resolution of the Board.

65. Amendment by resolution of the Board is valid only if not fewer than twenty-eight (28) days prior written notice of the proposed amendment was given to each Member of the Board.

MATERIAL PERSONAL INTEREST

66. Unless permitted by the Corporations Act, a Director who has a material personal interest in a matter that is to be considered at a Board meeting:
- (a) Must not vote on the matter or be present while the matter is being considered at the meeting; and
 - (b) Must not be counted in a quorum in relation to that matter.
67. Clause 66 does not apply to an interest that the Director has as a member in common with the other Members.
68. The quorum for consideration at a Board meeting of a matter in which one or more Directors have a material personal interest is three (3) Directors who are entitled to vote on any motion that may be moved at the meeting in relation to that matter.
69. Each Director must disclose to the Company any material contract in which the Director is interested, and must provide the Company with the names of the parties to the contract, particulars of the contract, and the Director's interest in the contract.
70. A Director's failure to make disclosure under this clause does not render void or voidable a contract in which the Director has an interest.

NOTICES

71. Notices must be in writing.
72. A notice may be served by the Company on a Member by any of the following methods:
- (a) by serving it personally on the Member;
 - (b) by leaving it at the registered address;
 - (c) by sending it by post in a prepaid envelope addressed to the Member at the registered address;
 - (d) by sending it by facsimile transmission to a facsimile number nominated by the Member for the purpose of serving notices on the Member; or

(e) by sending it by electronic mail to an electronic mail address nominated by the Member for the purpose of serving notices on the Member.

73. Each Member whose registered address is not in Australia may notify the Company of an address in Australia which is taken to be that Member's registered address for the purpose of serving notice.
74. Any notice sent by post, airmail or air courier is taken to have been served on the day following that on which the envelope containing the notice is posted or delivered to the air courier. In proving service, it is sufficient to prove that the envelope containing the notice was properly addressed and put into the post office or other public postal receptacle or delivered to the air courier. A certificate in writing signed by any officer of the Company that the envelope containing the notice was so addressed and posted is conclusive.
75. Any notice sent by facsimile transmission or electronic mail is taken to have been served on receipt by the Company of a transmission report by the machine from which the facsimile or electronic transmission was sent which indicates that the facsimile or electronic mail was sent in its entirety to the facsimile number or electronic mail address of the addressee.
76. Any notice sent by post to or left at the registered address is taken to have been properly served even if the Member is then deceased or bankrupt and whether or not the Company has notice of the death or bankruptcy.
77. The signature to any notice given by the Company may be written or printed or a facsimile of the signature may be affixed by mechanical or other means.
78. Where a period of notice is required to be given, the day on which the notice is served and the day of doing the act or other thing is not included in the number of days or other period.

AnnexureA

ST ANDREW'S CARE LTD

A COMPANY LIMITED BY GUARANTEE AND
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APPLICATION FOR MEMBERSHIP

I, MR/ MRS/ MISS/ MS _____
of _____

hereby apply for Membership of St Andrew's Care Ltd

Signature of Applicant _____

Date _____

Signature of Company

Member Proposing

Application

OFFICE USE ONLY

Receipt No: _____ Date: _____ Approval Date: _____

ST ANDREW'S CARE LTD

Annexure B

ST ANDREW'S CARE LTD

I, _____

of _____

being a Member of St. Andrew's Care Ltd, hereby appoint:

of _____

or failing her/him: _____

of _____

as my proxy to vote for me on my behalf at the (Annual or General as the case may be) General meeting of the Company to be held on the _____ day of _____ 202 _ and at any adjournment thereof.

My proxy is hereby authorised to vote *in favour of/ *against the following resolutions:

Signed this _____ day of _____ 202_

Note 1: In the event of the member desiring to vote for or against any resolution he/she shall instruct his/her proxy accordingly. Unless otherwise instructed, the proxy may vote as he/she thinks fit.

ST ANDREW'S CARE LTD

NOMINATION FOR THE POSITION OF DIRECTOR

NOMINEE:* _____
[Full Name]

ADDRESS: _____

DATE OF BIRTH: _____

Signature of Nominee _____ *Date* _____

NOMINATED BY:* _____

Signature _____ *Date* _____

SECONDED BY:* _____

Signature _____ *Date* _____

* *Must be a financial member*