

“A”

MAROBA

ACN 102 674 939

(A company limited by guarantee
and not having share capital)

CONSTITUTION

With amendments made on
19 March 2003
30 April 2003
27 October 2004
30.11.2016
2.4.2019
14.1.2020
21.2.24

Maroba
58 Edith Street,
Waratah NSW 2298

PREAMBLE

Maroba is a not-for profit company established for purposes beneficial to the needy, specifically the provision of care and facilities for the aged. The property and income of the Company is applied solely towards the promotion of the objects of the Company as set forth in this Constitution.

Maroba was established under the auspices of the **Maitland Road Baptist Church**, which gave the facility its name. On 12 June 1987 Islington Baptist Church (formerly Maitland Road Baptist Church) incorporated an association known as Maroba Nursing Home Incorporated and on 30 October 2002 the association transferred its incorporation to become a company limited by guarantee.

The facility has grown from a small cottage in Baruda Street, Mayfield housing five ladies in 1954 to the present complex at 58 Edith Street, Waratah which has expanded to encompass The Lodge, The Manor, Braye Park dementia unit as well as independent living units.

The Vision of the Company

Together creating sustainable caring communities through transformational leadership and passionate people.

The Mission of the Company

Maroba is a dynamic Christ focused organization providing an exciting range of accommodation, care & services to older citizens.

Maroba Care Philosophy Statement

At Maroba Aged Care Facility, our deep trust in the mercy and compassion of God is the foundation of our care philosophy and our guiding Bible verse is Mark 12: 30-31:

“Love the Lord your God with all your heart and with all your soul and with all your mind and with all your strength. The second is this: ‘Love your neighbor as yourself.’ There is no commandment greater than these.” (NIV)

In 1954 Maroba commenced as a small cottage caring for five elderly ladies from Maitland Road Baptist Church. Maroba has since developed into a facility caring for 178 residents and has plans to increase the size of the facility and the number of residents. Maroba is now a large multimillion dollar company but our care philosophy is rooted in the original reason for its creation and continued development.

We believe in the dignity of the person and the value and quality of human life at all stages of its existence, which is reflected in our attitude to all our staff and residents.

We believe in excellence in the provision of care wherever the need arises.

We believe that the spiritual welfare of our staff and residents is an important part of our role. The role of the Chaplain is an important aspect of our care, through demonstrating the love of God and by proclaiming Christ's message of salvation.

We believe in upholding the teachings of the Gospel on the crucial health and welfare issues of our time.

We believe in providing our care with excellence, justice, compassion, integrity and respect for each individual, regardless of race, gender, creed or economic status.

1. INTERPRETATION

1.1 In this Constitution unless the context otherwise requires:

"Act" means the Corporations Act 2001 (Commonwealth).

"Board" means the Directors of the Company for the time being holding office pursuant to this Constitution.

"Chair" means the person for the time being elected or appointed to the office of Chair of the Company.

"Church Directory" means the records of that name for the time being kept by Islington Baptist Church NSW.

"Church Directory Adherent" means a person for the time being listed on the Church Directory as an adherent.

"Church Directory Member" means a person for the time being listed on the Church Directory as a member.

"Company" means the corporation established by this Constitution, namely Maroba

"Company Secretary" means any person for the time being elected or appointed to perform the duties of a secretary of the Company and includes an honorary Company Secretary.

"Electronic Communication" includes facsimile, email, SMS or other electronic messaging service.

"financial year" means a year commencing on 1 July.

"law" includes statutes, ordinances, by-laws, rules and regulations of the Commonwealth or any State or any Territory of the Commonwealth or statutory, governmental, semi-governmental or local governmental authority and decisions of courts in force from time to time.

"member" and "members" mean a member or members of this company, Maroba.

"month" means calendar month.

"NSW" means the State of New South Wales.

"Nomination Committee" means a committee formed from time to time by the Board to interview, assess and recommend nominees to a particular status or role.

Reference to "a function" includes a reference to a power, authority and duty and a reference to the "exercise" of a function includes, where the function is a duty, the performance of the duty.

“Statement of Faith” means the Statement of Faith in the Schedule.

“Supporter Member” means a member admitted under clause 8.1.

“Treasurer” means the person for the time being elected or appointed to the office of Treasurer of the Company.

References to sections and clauses are references to the respectively numbered provisions of this Constitution.

Words in the singular include the plural and vice versa; words importing one gender include each other gender; "person" includes a company or body corporate.

Headings, sub-headings and notes are included for ease of reference and none of the provisions of this Constitution is to be construed or interpreted by reference to any headings, sub-headings or notes.

Expressions referring to writing are construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

Words or expressions are to be interpreted in accordance with the provisions of the Act.

References to statutes, regulations, ordinances or by-laws or the provisions of them are taken to extend to all statutes, regulations, ordinances, by-laws or provisions amending, consolidating or replacing them. A reference to statute includes a reference to all regulations, ordinances and by-laws under it.

References to authorities, institutes, associations and bodies, whether statutory or otherwise, are in the event of any such authority, institute, association or body ceasing to exist or being reconstituted, renamed or replaced or the powers or functions thereof being transferred to any other authority, institute, association or body taken to refer respectively and to the authority, institute, association or body established or constituted in lieu thereof and/or as nearly as may be succeeding to the powers or functions thereof.

Section 46 of the Acts Interpretation Act 1901 (Commonwealth) is taken to apply to this Constitution as if it was an instrument made by an authority under a power conferred by the Act.

The Preamble is part of this Constitution.

2. NAME

- 2.1** The name of the Company is "Maroba".

3. OBJECTS

- 3.1** The objects for which the Company is formed are for purposes beneficial to the community, namely the provision of relief by way of care and facilities for aged, sick, handicapped, disabled, under-privileged or other needy people in conformity with the Statement of Faith, Vision, Mission and Care Statements in the Preamble.

4. POWERS

4.1 The Company has the powers set forth in section 124 of the Act and without limitation, the power:

- (a) to accept appointment as and act as delegate of any person or body corporate with or without reward and to carry out any act in exercise or performance of the delegation and to declare a trust in respect of any property whatsoever including without limitation that acquired or obtained in or in consequence of the exercise or performance of the delegation or otherwise;
- (b) to declare any trust in respect of its assets and undertaking;
- (c) to accept appointment and to act as trustee of any trust or fund with or without reward;
- (d) to subscribe to, become a member of, co-operate with or amalgamate with any other association or organisation, whether incorporation or not, whose objects are similar to those of the Company;

The Company must not subscribe to or support with its funds or amalgamate with any association or organisation which does not prohibit the distributions of its income and property among its members to an extent at least as great as that imposed on the Company under or by virtue of section 5 of this Constitution;

- (e) to enter into any arrangements with and to act pursuant to any power, authority or duty delegated by any government or authority, federal, state, municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them and to obtain from any such Government or authority any rights, privileges and concessions which the Company may think it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.

5. DISTRIBUTION OF PROPERTY

5.1 Application to objects

The property and income of the Company whencesoever derived must be applied solely towards the promotion of the objects of the Company as set forth in this Constitution, and no portion of it is to be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise, to the members or Directors of the Company including without limitation the payment of fees to Directors of the Company.

5.2 Permitted payments

Nothing in clause **5.1** prevents the payment in good faith approved by the Board:

- (a) of out-of-pocket expenses incurred by the Director in the performance of any duty as Director of the Company;
- (b) for any service rendered to the Company by the Director in a professional or technical capacity, other than in the capacity as Director, where the amount is not more than an amount which commercially would be reasonable payment for the service;
- (c) for goods supplied in the ordinary and usual way of business;
- (d) of reasonable and proper rent for premises demised or let by any member to the company;

- (e) of interest on moneys lent to the Company at a rate not exceeding the rate equivalent to the base indicator rate for the National Australia Bank Limited published on or applicable to the date on which the moneys are lent plus a margin of two per centum per annum; or
- (f) subject to section 199D of the Act, of premiums for insurance against directors', or officers' liability.

5.3 Transfer of Company's business

The members may at any time by ordinary resolution and on the recommendation of the Board resolve for the aged care business of the Company, including its land, to be transferred to Baptist Care NSW & ACT or other Christian faith-based corporation at such price, if any, as the Board considers expedient provided that the transferee is a corporation described in clause 7.1.

6. LIABILITY OF MEMBERS

6.1 Limited liability

The liability of the members is limited.

6.2 Contribution

Every member of the Company undertakes to contribute to the property of the Company in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company (contracted before he ceases to be a member) and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding twenty dollars (\$20.00).

7. PROPERTY AFTER WINDING UP

7.1 If upon the winding-up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatsoever, it must not be paid to nor distributed among the members of the Company, but must be given or transferred to some other corporation in Australia which:

- (a) is a public benevolent institution for the purposes of any Commonwealth taxation Act; and
- (b) by its Constitution is prohibited from paying or distributing its income or property to its members at least to the extent of the prohibition in section 5 of this Constitution.

7.2 The corporation is to be determined by the members of the Company at or before the time of the dissolution and in default of such determination by application to the Supreme Court for determination.

8. MEMBERSHIP

8.1 Members

A Member of the Company is either a Church Directory Member or a Church Directory Adherent. A member may change from one category of membership to the other without any procedure in the Company. A member must agree to the Statement of Faith.

Expanded membership from 2024 - Supporter Members

49% of the members may be members who are not in the Church Directory provided that they meet the following requirements:

- (a) They agree to the Statement of Faith;
- (b) They are active members of, and in good standing with, a Christian church;
- (c) They are over the age of 18 years and live within the City of Newcastle or an adjoining council;
- (d) There are no more than 5 members from that church;
- (e) They pay an annual membership fee of \$20.00 due 30 October of each year; and,
- (f) They are approved and admitted to membership by the Board at its sole discretion.

8.2 Admission of members

The Board by resolution may admit to membership of the Company any person of or above the age of eighteen years who is listed on the Church Directory as a member or adherent of Islington Baptist Church NSW or who qualify as a Supporter Member.

8.3 Notice of acceptance

As soon as practicable after a person (other than a Subscriber) becomes a member the Company Secretary must forthwith send to him or her written notice of his or her membership.

8.4 Register of members

The Company Secretary must establish and maintain a register of members of the Company specifying the name and address of each person who is a member of the Company, the date on which the person became a member and whether the member is for the time being a Church Directory Member or a Church Directory Adherent and the date of any change in the category of membership. The register of members must be kept at the principal place of business of the Company and must be open for inspection, without fee or charge, by any member of the Company at any reasonable hour. The Company Secretary shall also include in the register the name, address, church and date of membership of each Supporter Member.

8.5 Fees and subscriptions

A Church Directory Member and Church Directory Adherent of the Company is not required to pay any entrance fee upon admission to membership nor any annual membership fee.

8.6 Disciplining of members

- (a) A complaint may be made to the Board by any person who is a member of the Company:
 - (i) has persistently refused or neglected to comply with a provision or provisions of this Constitution; or
 - (ii) has persistently and willfully acted in a manner prejudicial to the interests of the Company.

- (b) On receiving such a complaint, the Board:
 - (i) must cause notice of the complaint to be served on the member concerned;
 - (ii) must give the member at least fourteen days from the time the notice is served within which to make submissions to the Board in connection with the complaint; and
 - (iii) must take into consideration any submissions made by the member in connection with the complaint.
- (c) The Board may, by resolution, expel the member from the Company or suspend the member from membership of the Company if, after considering the complaint and any submissions made in connection with the complaint, it is satisfied that the action taken is warranted.
- (d) If the Board expels or suspends a member, the Company Secretary must, within seven days after the action is taken, cause written notice to be given to the member of the action taken, of the reasons given by the Board for having taken that action and of the member's right of appeal under clause 8.7.
- (e) The expulsion or suspension does not take effect:
 - (i) until the expiration of the period within which the member is entitled to appeal against the resolution concerned; or
 - (ii) if within that period the member exercises the right of appeal, unless and until the Company confirms the resolution under clause 8.7(5) or the appeal is withdrawn or abandoned, whichever is the later.

8.7 Right of appeal of disciplined member

- (a) A member may appeal to the Company in general meeting against a resolution of the Board under clause 8.6 within seven days after notice of the resolution is served on the member, by lodging with the Company Secretary a notice to that effect.
- (b) The notice may, but need not, be accompanied by a statement of the grounds on which the member intends to rely for the purposes of the appeal.
- (c) On receipt of a notice from a member under sub-clause (1), the Company Secretary must notify the Board, which is to convene a general meeting of the Company to be held within twenty-eight days after the date on which the Company Secretary received the notice.
- (d) At a general meeting of the Company convened under sub-clause (3):
 - (i) no business other than the question of the appeal is to be transacted;
 - (ii) the Board and the member must be given the opportunity to state it, his or her case orally or in writing, or both; and
 - (iii) the members present are to vote by secret ballot on the question of whether the resolution should be confirmed or revoked.
- (e) If at the general meeting the Company passes a special resolution in favour of the confirmation of the resolution, the resolution is confirmed.

9. CESSATION OF MEMBERSHIP

9.1 Members

A member automatically and simultaneously ceases to be a member of the Company upon:

- (a) the expiration of one month after he or she gives notice in writing to the Company Secretary of his or her resignation;
- (b) death;
- (c) becoming a mentally ill or mentally disordered person within the meaning of the Mental Health Act 2007 (NSW);
- (d) ceasing to be listed on the Church Directory as a member or adherent of Islington Baptist Church NSW or ceasing to meet any requirement of a Supporter Member;
or
- (e) expulsion from membership of the Company.

9.2 Continuing Liability

A former member of the Company continues liable for all monies due by him or her to the Company and in addition for any sum not exceeding twenty dollars (\$20.00) for which he or she is liable as a member of the Company under clause 6.2.

10. GENERAL MEETINGS

10.1 Annual general meeting

An Annual General Meeting of the Company must be held in accordance with the provisions of the Act.

10.2 Convening a general meeting

Refer to clauses 11.11 and 11.12.

10.3 Notice

Subject to the provisions of the Act relating to special resolutions and agreements for shorter notice, fourteen days notice at the least (exclusive of the day on which the notice is served or deemed to be served, and exclusive of the day for which notice is given) specifying the place, the day and the hour of meeting, and in the case of special business the general nature of that business must be given to such persons as are entitled to receive such notices from the Company.

10.4 Business

For the purpose of clause 10.3 all business is special that is to be transacted at a general meeting and also all that is to be transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets, and the reports of the Directors and auditors, office-bearers and the appointment of auditors, if necessary.

11. PROCEEDINGS AT GENERAL MEETINGS

11.1 General body of members

The members of the Company:

- (a) constitute the general body of members;
- (b) are entitled to receive notice of and to attend general meetings of the Company;
- (c) are entitled to vote (whether on a show of hands or on a poll) in person or by proxy at any general meeting of the Company; and
- (d) have one vote each including without limitation on a show of hands and on a poll.

Non-members of the Company may be invited to be present at and participate in the whole or any part of a meeting but only at the invitation of the Chair and without the right to vote and may at any time be removed at the request of the Chair.

11.2 Proxies

A proxy must be in or to the effect of:

I,
of
being a member of Maroba (the 'Company'), hereby appoint
+ the Chair
+ of
as my proxy to vote for me as indicated below at the
+ annual/extraordinary
general meeting of the Company to be held on
____/____/____
and at any adjournment of that meeting in respect of the following resolutions:

Name or number of resolution (<i>specify</i>)
+for/against

Unless otherwise instructed the proxy may vote as he or she thinks fit.

Dated:
Signed:

+ *Strike out whichever is not desired.*

The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority must be deposited at the registered office of the Company or at such place within NSW as is specified for that purpose in the notice convening the meeting, not less than forty eight hours before the time for holding the meeting or the adjourned meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy

is not to be treated as valid.

If no notice in writing of the death or unsoundness of mind of the principal or of revocation of the authority under which the instrument was executed has been received by the Company at the registered office before the commencement of the meeting or adjourned meeting at which the instrument is used, a vote given in accordance with the terms of an instrument of proxy or attorney is valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed.

11.3 Instrument appointing a proxy

The instrument appointing a proxy must be in writing under the hand of the appointor or of his or her attorney duly authorised in writing. The instrument appointing a proxy is taken to confer authority to demand or join in demanding a poll. A member is entitled to instruct his or her proxy to vote in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may vote as he or she thinks fit.

11.4 Quorum

No business is to be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Unless this Constitution otherwise provides, ten members present in person is a quorum. For the purposes of this clause "member" includes a person attending as a proxy.

11.5 Quorum not present

If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, must be dissolved. In any other case it stands adjourned to the same day in the next week at the same time and place, or to such other day and at such other 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 are a quorum.

11.6 Adjournment

The Chair may, with the consent of any meeting at which a quorum is present (and must if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business must be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting must be given as in the case of an original meeting. It is not otherwise necessary to give any notice of an adjournment or the business to be transacted at an adjourned meeting.

11.7 Method of voting

At any general meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

- (a) by the Chair; or
- (b) by at least two members.

Unless a poll is so demanded a declaration by the Chair that a resolution has, on a

show of hands, been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.

11.8 Poll

If a poll is duly demanded, it must be taken in such a manner and either at once or after an interval or adjournment or otherwise as the Chair directs, and the result of the poll is taken to be the resolution of the meeting at which the poll was demanded but a poll demanded on the election of a Chair or on a question of adjournment must be taken forthwith.

11.9 Equality of votes

In the case of an equality of votes, whether on a show of hands or on a poll, the Chair of the meeting at which the show of hands takes place or at which the poll is demanded is not entitled to a second or casting vote and the motion is taken to be lost.

11.10 Annual general meetings

An annual general meeting of the Company must be held in accordance with the provisions of the Act.

The business of an Annual General Meeting is the consideration of the accounts, balance sheets, the report of the Board and auditor, and if appropriate, the election of members of the Board, the appointment and fixing of the remuneration of the auditors and such business as is prescribed by the Act.

11.11 Extraordinary general meetings

All general meetings, other than Annual General Meetings, are to be called extraordinary general meetings.

11.12 Convening or requisition of extraordinary general meetings

Any member of the Board or any ten members of the Company may, whenever he, she or they think fit, requisition an extraordinary general meeting. Extraordinary general meetings must be convened by the Company Secretary on such requisition, or in default may be convened by the requisitionists as provided by the Act.

11.13 Notice of general meetings

Subject to the provisions of the Act relating to special resolutions and agreement for shorter notice, fourteen days notice at the least (exclusive of the day on which the notice is served or taken to be served, but inclusive of the day for which notice is given) specifying the place, the day and the hour of meeting and, in case of special business, the general nature of that business must be given (and in the case of removal or appointment of any Director or office bearer, the name of the person concerned) to such persons as are entitled to receive such notices from the Company.

11.14 Special business

All business is taken to be special that is transacted

- (a) at an extraordinary general meeting, and

- (b) at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets, the report of the Board and auditor, the election of officers and other members of the Board, and the appointment and fixing of the remuneration of the auditors.

11.15 Procedural guide

The following guide is for the assistance of the Chair and members:

- (a) the Chair may move any matter which is not expected to be contentious or which is a matter presented by the Board.
- (b) a seconder is not required for any motion.
- (c) a poll is an exact count of votes which includes proxies and may be requested before the vote or after the Chair's declaration on a show of hands or voices.
- (d) a ballot is usually a vote on paper which is folded and is thus secret. However, if a poll is also demanded so that proxy votes are counted (which is usually the case) then it is possible that a proxy vote may not be secret as sometimes it is necessary to identify the proxy holder in order to validate the vote.
- (e) the Chair may count votes including opening ballot papers, but may also appoint any person(s) to scrutineer. A scrutineer may collect, open and/or count votes and reports to the Chair.
- (f) a special resolution requires a 75% vote of those present in person or by proxy. Members must receive 21 days notice of the precise resolution. Only very minor amendments to a special resolution are permitted – those which do not change the intent of the resolution set out in the notice.

12. THE BOARD OF DIRECTORS

12.1 Board of Directors

- (a) The Company must have at least 5, but not more than 9, Directors.
- (b) There must be an election of Directors at each Annual General Meeting of the Company pursuant to clause **12.2**.
- (c) Deleted.
- (d) Board members must agree to the Statement of Faith, be members of a Christian church and who would bring expertise and/or experience to the Board and who have been interviewed and recommended by the Nomination Committee.
- (e) The office-bearers of the Company are:
 - (i) the Chair;
 - (ii) two Vice-Chairs;
 - (iii) the Treasurer.
- (f) Three-year terms: each Director, subject to this Constitution, holds office until the conclusion of the third Annual General Meeting following the date of the Director's election, but is eligible for re-election.
- (g) Rotation: At each Annual General Meeting, one-third of the elected Directors, or

if their number is not a multiple of three, the number nearest one-third, must retire from office. Those to retire are those who have been longest in office since their last election (between persons who became Directors on the same day, those to retire, unless otherwise agreed among themselves, shall be determined by lot).

- (h) In the event of a casual vacancy occurring in the Board the Board may appoint a person to fill the vacancy who would qualify for election under clause 12.1(c) or (d). The Director so appointed holds office, subject to this Constitution, until the conclusion of the annual general meeting next following the date of the appointment.

12.2 Election of Board of Directors

- (a) Nominations of candidates for election as Directors:
 - (i) must be made in writing, signed by at least one member of the Company and accompanied by the written consent of the candidate (which may be endorsed on the form of the nomination); and
 - (ii) shall be delivered to the Company Secretary not less than seven days before the date fixed for the holding of the annual general meeting at which the election is to take place.
- (b) If insufficient nominations are received to fill all vacancies on the Board, then those vacancies may be filled as casual vacancies.

12.3 Removal of Director

- (a) The Company in general meeting may by resolution remove any Director from the office of Director before the expiration of the Director's term of office and may by resolution appoint another person to hold office until the expiration of the term of office of the Director so removed.
- (b) The Company shall comply with the procedures in the Act for giving prior notice to the Director and allowing the Director to respond in the ways permitted by the Act.

12.4 Ceasing to be a Director

A person ceases to be a Director of the Company if he or she:

- (a) is removed from the office of Director of the Company; or
- (b) resigns his or her office of Director of the Company by notice in writing to the Company;
- (c) for more than six months is absent without permission of the Board from meetings of the Board held during that period;
- (d) holds any office of profit under the Company other than as permitted under clause 5.2;
- (e) fails to give notice of a material personal interest in a matter that relates to the affairs of the Company as required by section 191 of the Act;
- (f) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;

- (g) becomes insolvent under administration or makes any arrangement or composition with his creditors generally;
- (h) becomes prohibited from being a Director of a company by reason of any order made under the Act; or
- (i) becomes disqualified from managing a corporation under the Act.

13. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

13.1 Management and exercise of power of the Company

The business of the Company is managed by the Board who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not, by this Constitution or the Act, required to be exercised by the Company in general meeting.

13.2 Rules, regulations and by-laws

The Board may make rules, regulations and by-laws which are not inconsistent with any other provision of this Constitution or the Act. Any such rule, regulation or by-law may be disallowed by the Company in general meeting.

13.3 Acts of Board remain valid

No resolution passed by the Company in general meeting invalidates any prior act of the Board which would have been valid if that resolution had not been passed.

13.4 Minutes

The Board must cause minutes to be made:

- (a) of all appointments of officers;
- (b) of the names of the Directors present at all meetings of the Company and of the Board;
- (c) of all proceedings at all meetings of the Company and of the Board.

The minutes must be signed by the Chair of the meeting at which the proceedings were held or by the Chair of the next succeeding meeting.

14. PROCEEDINGS OF THE BOARD OF DIRECTORS

14.1 Meetings

The Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit. The Board must meet at least three times in any period of twelve months. A Director may at any time, and a Company Secretary must, on the requisition of the Chair or a Director, convene a meeting of the Board.

14.2 Notice of meetings

- (a) Oral or written notice of a meeting of the Board must be given by the Company Secretary to each Director at least forty-eight hours (or such other period as may be unanimously agreed upon by the Board) before the time appointed for the holding of the meeting.
- (b) Notice of a meeting given under clause (1) must specify the general

nature of the business to be transacted at the meeting and no business other than that business may be transacted at the meeting, except business which the Directors present at the meeting unanimously agree to treat as urgent business.

- (c) Notice of such meeting may be given by Electronic Communication.

14.3 Voting

Subject to this Constitution, questions arising at any meeting of the Board are decided by a majority of votes and a determination by a majority of the Directors present is for all purposes taken to be a determination of the Directors. In case of an equality of votes the Chair does not have a second or casting vote and the motion is taken to be lost.

14.4 Quorum

- (a) Any four Directors constitute a quorum for the transaction of the business of a meeting of the Board.
- (b) No business is to be transacted by the Board 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 stands adjourned to the same place and at the same hour of the same day in the following week.
- (c) If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting is dissolved.

14.5 Vacancy

The Directors may if their number is reduced below four act for the purpose of increasing the number of Directors to four or of convening a general meeting of the Company, but for no other purpose.

14.6 Chair

At a meeting of the Board:

- (a) the Chair or, if he or she is absent or unwilling to act, a Vice- Chair chosen by the members present at the meeting presides; or
- (b) if the Chair and both the Vice-Chairs are absent or unwilling to act, such other Director as may be chosen by the members present at the meeting presides.

14.7 Delegation to committee

The Board may delegate any of its powers and or functions (not being duties imposed on the Board as the Directors of the Company by the Act or the general law or this power of delegation) to one or more committees consisting of such member or members of the Company as the Board thinks fit. Any committee so formed must conform to any regulations that may be given by the Board and subject thereto has power to co-opt any member or members of the Company and may meet and adjourn as it thinks fit. Each member of a committee has one vote.

14.8 Advisory Committees

The Board may appoint one or more advisory committees consisting of such member or members of the Board and such other member or members (whether or not

members of the Company) as the Board thinks fit. Such advisory committees act in an advisory capacity only. They must conform to any regulations that may be given by the Board and, subject thereto, have power to co-opt any other member or members of the Company and may meet and adjourn as it thinks fit.

14.9 Meetings of and voting at committees

Every committee or advisory committee may meet and adjourn as it thinks proper. The Chair is ex officio a member of every committee and advisory committee. Each member of a committee or an advisory committee has one vote. Questions arising at any meeting are determined by a majority of votes of the members present, and in the case of an equality of votes the Chair does not have a second or casting vote and the motion is taken to be lost.

14.10 Validity of acts

All acts done by any meeting of the Board, of a committee or by any Director are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Board, committee or Director, or that the Directors or any of them were disqualified, as valid as if every such person had been duly appointed and was qualified to be a Director or committee member.

14.11 Form of resolutions

A resolution in writing signed by all Directors in Australia for the time being entitled to receive notice of a meeting of the Board, is as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more Directors.

15. SECRETARY

15.1 The Company must have at least one Company Secretary. The Company Secretary must be appointed by the Board for such term, upon such conditions as it thinks fit, and any Company Secretary so appointed may be removed by it.

15.2 The Company Secretary shall:

- (a) maintain the registers of the Company required by the Act;
- (b) notify ASIC of various changes as required by the Act;
- (c) table at Board meetings any court process, statutory notice, claim or correspondence to the Company Secretary which ought reasonably be brought to the attention of the Board;
- (d) keep minutes of Company and Board meetings;
- (e) send notices as required by the Board from time to time; and,
- (f) carry out such other duties as are required by law or the Board.

15.3 The Company Secretary may be a paid employee.

16. TREASURER

16.1 The Board may appoint one of its number to be Treasurer. The Treasurer:

- (a) liaises with the chief executive officer and chief financial officer for the delivery to the Board of usable financial information;
- (b) liaises with the Auditor to ensure that any audit requested by the Board is completed and the report delivered to the Board;
- (c) takes leadership within the Board in identifying and strategising as to financial risks faced by the Company, including liquidity.

16.2 The role of the Treasurer does not relieve the need for Board members to be acquainted with the financial aspects of the Company.

17. EXECUTION OF DOCUMENTS

17.1 Normally, every deed and document to be executed by the Company including every written delegation and grant of power of attorney must be executed by the Company pursuant to a resolution of the Board and signed by two Directors or a Director and a Company Secretary.

18. ACCOUNTS

18.1 Reports and records

The Board must cause proper accounting and other records to be kept. Prior to each Annual General Meeting the Board must distribute to the members copies of the financial report required by the Act or the ACNC and a copy of the Auditor's report.

18.2 Inspection

A member may inspect and receive copies of any register kept by the Company pursuant to the Act. The Board must from time to time determine at what times and places and under what conditions or regulations, the accounting and other records of the Company are open to the inspection of members.

19. AUDIT

19.1 A properly qualified auditor or auditors must be appointed and his, her or their duties regulated in accordance with sections 327A to 328B of the Act.

20. NOTICES

20.1 Notices In Writing

- (a) Any notice required by law or under this Constitution may be given electronically.
- (b) A notice sent by post is taken to be given 4 days after it is posted. A notice sent by fax, or other electronic means, is taken to be given on the business day after it is sent.

20.2 Members

Every member must give the Company Secretary in writing their residential, postal and email addresses and mobile number, where available. A member may also give other electronic messenger contact details. A member shall notify the Company Secretary of any changes in their contact details. Any notice may be given to any of those means of contact. If a notice is given by more than one method then, as to timing, it will be taken to be given at the time notice was effected by the

earliest of the methods used.

21. INDEMNITY

- 21.1** Subject to the Act, and to the maximum extent permitted by law, every Director, Auditor, Company Secretary and other officer for the time being of the Company is indemnified out of the assets of the Company against any liability (including legal costs) arising out of any acts or omissions in the execution of the duties of his or her office including negligence, breach of duty, breach of fiduciary duty, breach of trust and breach of the Act. This indemnity remains in full force and effect notwithstanding that the person is no longer an officer of the Company. An officer or past officer at all times has access to inspect and copy such records of the Company as might be relevant to assist in the ascertainment or defence with respect to such liability. The Company may enter into a deed with that officer to more fully indemnify and insure the officer.

22. REPLACEABLE RULES

- 22.1** The replaceable rules contained in the Act are excluded and do not apply to the Company unless by reference to the Act in this Constitution any one or more of them is required to give effect to this Constitution.

23. ALTERATION OF CONSTITUTION

- 23.1** The Company may modify or repeal this Constitution, or a provision of this Constitution, by special resolution.

SCHEDULE

Statement of Faith

Clients: our clients are intrinsically valuable, their significance is not earned and they are not defined by their health. They have this standing among us because God gives it to all people and encourages us, by His grace, to love and honour the aged.

Bible: this incredibly uplifting view of people is based on the Bible, which for Christians is the basis for our beliefs and our way of life and controls what we do at Maroba.

People: the Bible says that people are made in God's image. They should therefore be treated with dignity. The Bible says that God gives people life, therefore our role is not to take it away. The Bible says that all people sin, this explains our world, gives us insight into what we are like and helps us to be less judgmental.

God: we believe in God the Father, God the Son and God the Holy Spirit. The clear message of the Bible is this Trinity reaching out - God the Father sending God the Son to be one of us (the Christmas message), God the Son, Jesus Christ, dying as the sacrifice for our sins (the Easter message), and God the Holy Spirit turning people's lives around so that they fulfil God's requirement of believing in God, loving God and living for God (becoming born again).

Service: this message is the true motive for living for the Christian. It motivates us to reach out to teach, nurture, respond to human need, protect and do justice. It deepens our service because, and this is the thrust of it, God loves and so should

we.

Hope: the only hope for each person in this world is Jesus. Believing that we need him as our Saviour and making a decision to live for him as our Lord result in a person being 'saved'. We believe in heaven, and hell, and trust that God is good no matter what happens. This message is vital so we believe in the freedom to tell others about it. God is real, so we pray, depending on him in every circumstance.

This statement is intended to represent a contemporary and simplified summary of evangelical Christian beliefs applied to aged care. These beliefs are consistent with the historic creeds of the Christian Church.

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