

ST. CUTHBERT'S RETIREMENT LIVING COMPLEXES
CONSTITUTION ORDINANCE 1993

AN ORDINANCE to provide for the constitution of the St. Cuthbert's Retirement Living Complexes Board of Management and matters incidental thereto.

PREAMBLE

WHEREAS it is desirable that the Board of Management be constituted for the said St. Cuthbert's Retirement Living Complexes and a Constitution be provided for the good government and management of the Retirement Complexes;

AND WHEREAS by the provisions of the Anglican Church of Australia (Bodies Corporate) Act and the Bodies Corporate (Delegation of Powers) Ordinance 1988 the Bishop-in-Council is empowered during the recess of Synod to exercise certain powers and such recess now exists;

THEREFORE the Bishop-in-Council in pursuance of such powers and in the name of the Synod hereby ordains declares directs and rules as follows:


CONSTITUTION OF ST. CUTHBERT'S RETIREMENT LIVING COMPLEXES

1. It is expedient for the purpose of managing, governing and controlling the said St. Cuthbert's Retirement Living Complexes that the persons who are named in the First Schedule shall be for the time being the members of the St. Cuthbert's Retirement Living Complexes Board of Management.
2. The affairs of the Retirement Complexes shall be conducted in accordance with the Constitution contained in the Second Schedule hereunder.

SHORT TITLE

3. This Ordinance may be cited as the St. Cuthbert's Retirement Living Complexes Constitution Ordinance 1993.
4. This Ordinance shall come into effect upon receiving the assent of the Bishop.

I hereby certify that the Ordinance as printed is in accordance with the Ordinance as passed.


Deputy Chairman of Committees

I hereby certify that the Ordinance was passed by the Bishop-in-Council on 18th February, 1993.


Registrar

I assent to this Ordinance


Bishop

SECOND SCHEDULE

ST. CUTHBERT'S

RETIREMENT

LIVING

COMPLEXES

CONSTITUTION

FEBRUARY, 1993

ST. CUTHBERT'S RETIREMENT LIVING COMPLEXES INCORPORATED
CONSTITUTION

PART 1 - PRELIMINARY

Interpretation

- 1.1 In this Constitution, except in so far as the context or subject matter otherwise indicates or requires -

"Act" means Anglican Church of Australia (Bodies Corporate) Act 1938 as amended.

"Appointed Member" means a member of the Board appointed pursuant to Section 3.1 of this Constitution.

"Bishop" means Bishop of Diocese of Grafton or his Commissary if he be absent from the State or the Administrator of the Diocese if the See be vacant.

"Bishop-in-Council" means the Bishop acting with the advice and consent of the Council of the Diocese

"Board" means the Retirement Living Complexes Board of Management as constituted hereunder.

"Body Corporate" means the Body Corporate incorporated under the Act for St. Cuthbert's Retirement Living Complexes.

"Corporate Trustees" means the Corporate Trustees for the Diocese of Grafton

"Financial Year" means the year from 1st January to 31 December.

"Member of the Church" means a member of the Anglican Church who attends public worship and declares that he is a member of the Anglican Church and not a member of any other church.

"Ordinance" means an Ordinance of the Diocese of Grafton.

"Manager" means the person appointed by the Board who shall be resident in the Complexes and oversee the general running of the Complexes as directed by the Board.

"Rector" means the Incumbent of the Parish of Tweed Heads.

"Complexes" means the St. Cuthbert's Retirement Living Complexes including St. Cuthbert's Court, St. Cuthbert's Lodge and Elizabeth Morley Court.

"Synod" means the Synod of the Diocese of Grafton.

- 1.2 In this Constitution the singular includes the plural and vice versa and the masculine includes the feminine and vice versa.

PART 2 - OBJECTIVES

- 2.1 To provide for residents of the Complexes independent living within a secure and supportive community setting.
- 2.2 To provide for the well-being and interests of the residents.
- 2.3 To provide a 24 hour emergency call service for residents.
- 2.4 To provide maintenance of facilities and grounds.

PART 3 - MEMBERSHIP OF BOARD

- 3.1 The Board shall consist of the following members, each of whom shall have attained the age of 18 years:-
- a. President - Bishop of Diocese of Grafton
 - b. Chairperson - Rector of the Parish of Tweed Heads
 - c. Four persons appointed by Bishop in Council who are communicant members of the Anglican Church of Australia.
 - d. Two other persons appointed by Bishop in Council who support the objectives of St. Cuthbert's Retirement Living Complexes and who have a Christian concern for the well-being and care of the aged of the community.
- 3.2 Subject to Section 3.5 hereafter, in the case of the first Board, members are appointed for respective periods of 2 years. Two of the persons referred to in paragraph 3.1 (c) and one of the persons referred to in 3.1 (d) shall retire each year and will be eligible for re-appointment.

- 3.3 No person who is employed by the Board or who is a resident of the Complexes or a spouse of a resident shall be eligible for an appointment to the Board.
- 3.4 The President may from time to time with notice in writing to the Chairperson, appoint a deputy who shall be entitled to attend meetings of the Board in the absence of the President.
- 3.5 In the case of the first Board, Bishop in Council shall appoint 2 persons who are communicant members of the Church as referred to in paragraph 3.1 (c) for a period of 2 years and 2 other persons for a term of 1 year. Bishop in Council shall also appoint 1 person who supports the aims of St. Cuthbert's Retirement Living Complexes as referred to in paragraph 3.1 (d) for a term of 2 years and 1 other such person for a term of 1 year thereafter. All such appointments shall be for respective terms of 2 years.
- 3.6 In making the appointments referred to in sections 3.1 (c) and 3.1 (d) Bishop in Council shall have regard to nominations by Tweed Heads Parish Council but may decline without giving reasons, to appoint any person nominated by the Parish Council.

PART 4 - CASUAL VACANCIES

- 4.1 A casual vacancy shall occur if a member of the Board other than the Bishop or the Rector:-
- a. dies;
 - b. resigns in writing addressed to the Chairperson, and in such a case the resignation shall, unless the writer specifies a later date, be deemed to be effective when the chairperson receives the written resignation;
 - c. ceases to have the qualification necessary for the member's appointment;
 - d. becomes bankrupt within the meaning of the law in force for the time being relating to bankrupts or if the member's affairs are compounded with creditors;
 - e. 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;
 - f. is absent without leave of the Board for three consecutive meetings of the Board;

- 4.2 A casual vacancy shall be filled by the nomination of a person by the Board to the Bishop in Council for appointment.
- 4.3 A person who fills the casual vacancy shall hold office until the day on which the person whose vacancy was filled would have retired had the vacancy not occurred.

PART 5 - BOARD MEETINGS

- 5.1 The Board shall hold ordinary meetings at least four times each year, at intervals not exceeding three months, at such place and time as the Board may determine.
- 5.2 Additional meetings of the Board may be convened by either the Chairperson or the Secretary who shall cause at least 7 days notice to be given to each member.
- 5.3 At the first meeting of the newly appointed Board each year:
 - a. A secretary shall be appointed.
 - b. A deputy Chairperson shall be elected who shall chair the meeting in the absence of the Rector.
 - c. The minutes of the previous Annual General Meeting shall be read and confirmed as correct.
- 5.4 The Deputy Chairperson shall hold office for one year and shall be eligible for re-election.
- 5.5 The person presiding at a meeting of the Board shall have both a deliberate and a casting vote.
- 5.6 At the meetings of the Board four members shall constitute a quorum.
- 5.7 Subject to the concurrence of the Chairperson the Board may invite a person not a member of the Board to be present for the whole or part of the meeting and to speak thereat.
- 5.8 Written notice of a meeting of the Board shall be given by the secretary to each member of the Board at least 48 hours (or such other period as may be unanimously agreed upon by the members of the Board) before the time appointed for the holding of the meeting.

- 5.9 Notice of a meeting given under clause (5.8) shall specify the general nature of the business to be transacted at the meeting and no business other than that business shall be transacted at the meeting, except business which the Board members present at the meeting unanimously agree to treat as urgent business.
- 5.10 No business shall 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.
- 5.11 If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall be dissolved.
- 5.12 At a meeting of the Board -
- a. The President or, in the President's absence, the chairperson or, in the chairpersons absence, the deputy chairperson shall preside; or
 - b. if the President and the Chairperson and the deputy Chairperson are absent or unwilling to act such one of the remaining members of the board as may be chosen by the members present at the meeting shall preside.
- 5.13 The Board may, by instrument in writing, delegate to one or more sub-boards (consisting of such member or members of the Board as the Board thinks fit) the authority to exercise of such of the functions of the Board as are specified in the instrument, other than -
- a. this power of delegation; and
 - b. a function which is a duty imposed on the Board by the Act or by any other law.
- 5.14 A function, the exercise of which has been delegated to a sub-board under this rule may, while the delegation remains unrevoked, be exercised from time to time by the sub-board in accordance with the terms of the delegation.

- 5.15 A delegation under this section may be made subject to such conditions or limitations as to the exercise of any function the subject thereof, or as to time or circumstances, as may be specified in the instrument of delegation.
- 5.16 Notwithstanding any delegation under this rule, the Board may continue to exercise any function delegated.
- 5.17 Any act or thing done or suffered by a sub-board acting in the exercise of a delegation under this rule has the same force and effect as it would have if it had been done or suffered by the Board.
- 5.18 The Board may, by instrument in writing, revoke wholly or in part any delegation under this rule.
- 5.19 A sub-board may meet and adjourn as it thinks proper.
- 5.20 Questions arising at a meeting of the Board or of any sub-board appointed by the Board shall be determined by a majority of the votes of members of the Board or sub-board present at the meeting.
- 5.21 Each member present at a meeting of the Board or of any sub-board appointed by the Board (including the person presiding at the meeting) is entitled to one vote but, in the event of an equality of votes on any question, the person presiding may exercise a second or casting vote.
- 5.22 The Board may act notwithstanding any vacancy on the Board.
- 5.23 Any act or thing done or suffered, by the Board or by a sub-board appointed by the Board, is valid and effectual notwithstanding any defect that may afterwards be discovered in the appointment or qualification of any member of the Board or sub-board.

PART 6 - DUTIES OF THE BOARD

- 6.1 The Board shall be called the Board of Management and subject to the Act and these rules
- a. shall control and manage the affairs of the Complexes
 - b. may exercise all such functions as may be exercised by the Body Corporate

- c. shall perform all such acts and do all such things as appear to the Board to be necessary or desirable for the proper management of the affairs of the Complexes
- 6.2 The Board shall hold two meetings of all residents each year in compliance with the N.S.W. Retirement Villages Act, 1988.

PART 7 - GENERAL MEETINGS

Annual General Meetings - holding of.

- 7.1 With the exception of the first annual general meeting of the Board, the Board shall, at least once in each calendar year and within the period of 6 months after the expiration of each financial year of the Board, convene an annual general meeting of its members.
- 7.2 The Board shall hold its first annual general meeting-
- a. within the period of 18 months after its incorporation under the Act; and
 - b. within the period of 2 months after the expiration of the first financial year of the Board.
- 7.3 Clauses (7.1) and (7.2) have effect subject to any extension or permission granted by the Commission under section 8.18 of the Act.

Annual general meetings - calling of and business at.

- 7.4 The annual general meeting of the Board shall, subject to the Act and to rule 7.1 - 7.3, be convened on such date and at such place and time as the Board thinks fit.
- 7.5 In addition to any other business which may be transacted at an annual general meeting, the business of an annual general meeting shall be:-
- a. To confirm the minutes of the last preceding annual general meeting and of any special general meeting held since the meeting;
 - b. to receive and consider reports by the Chairperson, and Manager upon the activities of the Board during the last preceding financial year;

- c. to receive and consider the financial statements, the balance sheet and trading and profit loss statements and Auditors Report;
 - d. to elect office-bearers of the board and ordinary members of the board.
- 7.6 An annual general meeting shall be specified as such in the notice convening it.

Special meetings - calling of.

- 7.7 The Board may, whenever it thinks fit, convene a special meeting of the Board.
- 7.8 The Board shall, on the requisition in writing of not less than three members, convene a special meeting of the Board.
- 7.9 A requisition of members for a special meeting -
- a. shall state the purpose or purposes of the meeting;
 - b. shall be signed by the members making the requisitions;
 - c. shall be lodged with the secretary; and
 - d. may consist of several documents in a similar form, each signed by one or more of the members making the requisition.
- 7.10 If the secretary fails to convene a special meeting to be held within 1 month after the date on which a requisition of members for the meeting is lodged with the secretary, any one or more of the members who made the requisition may convene a special meeting to be held not later than 3 months after the expiration of 1 month from the date of lodgement of the requisition of members.
- 7.11 A special meeting convened by a member or members as referred to in clause (7.10) shall be convened as nearly as is practicable in the same manner as meetings are convened by the secretary and any member who thereby incurs expense is entitled to be reimbursed by the Board for any expense so incurred.

Notice

- 7.12 Except where the nature of the business proposed to be dealt with at a meeting requires a special resolution of the Board, the secretary shall, at least 14 days before the date fixed for the holding of the special meeting, cause to be sent by prepaid post to each member at the member's address appearing in the register of members, a notice specifying the place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.
- 7.13 Where the nature of the business proposed to be dealt with at a special meeting requires a special resolution of the Board, the secretary shall, at least 21 days before the date fixed for the holding of the general meeting, cause notice to be sent to each member in the manner provided in clause (7.10) specifying, in addition to the matter required under clause (7.10), the intention to propose the resolution as a special resolution.
- 7.14 No business other than that specified in the notice convening a special meeting shall be transacted at the meeting except, in the case of an annual general meeting, business which may be transacted pursuant to rule 7.5.
- 7.15 A member desiring to bring any business before a special meeting may give notice in writing of that business to the secretary who shall include that business in the next notice calling a special meeting given after receipt of the notice from the member.

Procedure

- 7.16 No item of business shall be transacted at a special meeting unless a quorum of members entitled under these rules to vote is present during the time the meeting is considering that item.
- 7.17 Four members present in person (being members entitled under these rules to vote at a general meeting) constitute a quorum for the transaction of the business of a special meeting.

- 7.18 If within half an hour after the appointed time for the commencement of a special meeting a quorum is not present, the meeting if convened upon the requisition of members shall be dissolved and in any other case shall stand adjourned to the same day in the following week at the time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to members given before the day to which the meeting is adjourned) at the same place.
- 7.19 If at the adjourned meeting a quorum is not present within half an hour the time appointed for the commencement of the meeting, the members present (being not less than 3) shall constitute a quorum.

Adjournment

- 7.20 The chairperson of a special meeting at which a quorum is present may, with the consent of the majority of members present at 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.
- 7.21 Where a special meeting is adjourned for 14 days or more, the secretary shall give written or oral notice of the adjourned meeting to each member of the Board stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.
- 7.22 Except as provided in clause 7.21, notice of an adjournment of a special meeting or of the business to be transacted at an adjourned meeting is not required to be given.

Making of decisions

- 7.23 A question arising at a special meeting of the Board shall be determined on a show of hands and, unless before or on the declaration 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, or an entry to

that effect in the minute book of the Board, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.

7.24 At a special meeting of the Board, a poll may be demanded by the chairperson or by not less than 3 members present in person or by proxy at the meeting.

7.25 Where a poll is demanded at a special meeting, the poll shall be taken -

- a. immediately in the case of a poll which relates to the election of the chairperson of the meeting or to the question of an adjournment; or
- b. in any other case, in such manner and at such time before the close of the meeting as the chairperson directs,

and the resolution of the poll on the matter shall be deemed to be the resolution of the meeting on that matter.

Special resolution

7.26 A resolution of the Board is a special resolution if it is passed by a majority which comprises not less than three-quarters of such members of the Board as, being entitled under these rules so to do, vote in person or by proxy at a general meeting of which not less than 21 days' written notice specifying the intention to propose the resolution as a special resolution was given in accordance with these rules where it is made to appear to the Commission that it is not possible or practicable for the resolution to be passed in the manner specified in paragraph (a) - the resolution is passed in a manner specified by the Commission.

PART 8 - MANAGEMENT OF PROPERTY

8.1 The Board shall manage the assets of the Retirement Living Complexes.

8.2 The Board may improve extend and add to the lands premises and other property of any kind held occupied or used directly or indirectly by the Board.

8.3 The Board may solicit and accept real or personal property of any kind by way of gift subsidy or subvention as the Board may think fit.

8.4 The Board may purchase leases and or rent any real or personal property or any rights or privileges which the Board may think fit.

8.5 The Board may petition the Synod or Bishop-in-Council for an ordinance directing the Board to sell mortgage exchange lease dispose of or turn to account or otherwise deal with any or all or any part of the lands, premises and buildings of any kind owned by the Board or occupied or used directly or indirectly by it in connection with the Retirement Living Complexes.

8.6 The Board shall maintain or replace all the fixtures and fittings as originally provided with the units.

PART 9 - MANAGEMENT OF FINANCES

9.1 The Board shall make financial and other arrangements and decisions for the present and future conduct of the Retirement Living Complexes.

9.2 The Board shall determine the scale or scales of charges to be made for maintenance and or rent of units and or garages.

9.3 The Board may borrow or raise money and secure the repayment thereof with or without interest in such manner as the Board may think fit and to secure the same or the repayment or performance of any debt contract guarantee or other liability incurred or entered into by the Board in any way and in particular (subject to section 8.5) by charging all or any of the lands premises or other property of any kind both present and future owned by the Body Corporate of the Board or occupied or used directly or indirectly by it in connection with the Retirement Living Complexes.

9.4 The Board may invest and deal with monies in accordance with the provisions of Part V the Church Trust Property Ordinance 1934-62 or any such form or forms of investments as shall be approved by resolution of the Bishop-in-Council at the request of the Board provided that no such approval shall be effective for a period in excess of three years.

9.5 The Board may enter into contracts of any kind (including contracts of guarantee and indemnity) and draw make access endorse discount execute and issue cheques and other negotiable or transferable instruments.

9.6 All funds received by the Board shall be deposited without deduction in a bank and branch approved by the Board. Accounts shall be opened and closed only with the authority of the Board which shall determine the names and style of accounts.

9.7 Any funds not required to be disbursed immediately may be invested in the name of the Board in any form of investment authorised under the Church Trust Property Ordinance.

9.8 All cheques or withdrawal forms drawn on any account in the name of the Board shall be signed by a member of the Board authorised by the Board and countersigned by the Manager of the Complexes or an other person authorised by the Board.

PART 10 - LIABILITIES OF THE BOARD

10.1 The Board and its members and each of them shall not represent to any person or persons or corporation that the Bishop of Grafton or the Bishop-in-Council thereof or any person or persons any other corporate body or corporation holding Church trust property for the Anglican Church of Australia in the Diocese of Grafton or any other corporate body constituted by or pursuant to the Act (other than the Body Corporate as herein defined) shall or may meet or discharge all or any part of any liability which has been or may or will be incurred wholly or partly by or on behalf of the Board.

10.2 Members of the Board shall be indemnified out of the property of The Retirement Living Complexes Board and or the Body Corporate for any loss or liability properly incurred by the Board for which they may become personally liable in so far as such liability was not incurred by reason of misconduct or wilful default.

PART 11 - ACCOUNTS

11.1 The Board shall:-

- a. prepare an annual budget of income and expenditure.

- b. cause to be kept such accounting records as correctly record and explain the transactions and financial position of the Complexes.
- c. cause its accounting records to be audited annually in accordance with this constitution.
- d. cause all records to be kept for at least seven years after the end of the financial year to which they relate; and
- e. notify immediately the Secretary of Bishop-In-Council if in its opinion any circumstances have arisen that may affect the ability of the Complexes to meet their liabilities as and when they fall due.

11.2 At least once in every year the Board shall present a report on its proceedings and the progress and condition of the Complexes to the Synod and the Bishop-in-Council and shall furnish such other information as may be required from time to time by resolution of Synod or Bishop-in-Council.

PART 12 - AUDIT

12.1 The Board shall:-

- a. appoint, as the auditor of the Complexes a person or persons registered as a company auditor under any of the Companies Acts or Ordinances of any State or Territory of the Commonwealth of Australia or any person who is not so registered but who is a member of the Australian Society of Accountants or the Institute of Chartered Accountants in Australia.
- b. upon the resignation or retirement of any person so appointed, appoint another person or persons, and;
- c. notify the Bishop-in-Council of the name and address of every person or persons so appointed.

12.2 It shall be a condition of the appointment of every auditor appointed pursuant to this constitution that the auditor will promptly notify the Secretary of the Bishop-in-Council:-

- a. if the auditor is of the opinion that communication with the Board is inadequate regarding deficiency in internal control, qualification of the auditors report or any other matter; or
- b. if the auditor has not signed a report on accounts prepared pursuant to this constitution within six months of the end of the financial year of the Complexes.

PART 13 - INSURANCE

13.1 The Council shall effect insurance cover through the Diocese of Grafton Master Insurance Policies for the following risks and for cover approved by the Bishop-in-Council from time to time which shall be paid for through the maintenance levy.

- a. Public Risk;
- b. Property;
- c. Voluntary Workers;
- d. Board member of any liability accruing to the Complex.

13.2 The Board shall effect workers compensation, insurance and shall also effect insurance against such other risk and cover as may be required by Bishop-in-Council and shall insure against such other risks as it sees fit.

PART 14 - COMMON SEAL

14.1 The Common Seal of the Retirement Living Complexes Board shall be in the custody of a person determined by resolution of the Board. The Common Seal shall only be affixed to a document if so resolved by the Board. The Common Seal shall be attested by signature of either the Chairman of the Board or by members of the Board specified in such resolution and shall be countersigned by the Deputy Chairperson. A register of use of the Common Seal shall be kept by the person in custody of the Common Seal.

PART 15 - CUSTODY OF COMPLEX RECORDS

15.1 The following shall form part of the permanent administrative and financial records of the Complexes and shall not be disposed of:

- a. Minutes of Board and sub-committees
- b. Audited Annual financial statements
- c. Reports of auditors
- d. Copies of building plans applying to the Complexes.
- e. The following records shall be maintained by the manager - List of residents, list of persons awaiting admission, equipment register, current staff and duties.

15.2 Any other records may be disposed of if the Board so determines after they have been kept for seven years.

ST. CUTHBERT'S RETIREMENT LIVING COMPLEXES INCORPORATED

BY-LAWS

Agreements with residents

- 1.1 Leasing or Rental agreements for units in St. Cuthbert's Retirement Living Complexes are only available for people who have attained the age of 55 years and are self ambulatory. In the case of two residents in one unit one must be self-ambulatory.

Lease Agreements

- 1.2 a. Any person desirous of becoming a lessee of any unit at Elizabeth Morley Court or St. Cuthbert's Court, or St. Cuthbert's Lodge must complete a licence agreement and a Loan agreement with the Board.
- b. Upon commencement of negotiations for the leasing of a unit a holding deposit of 10% of the value of the lease must be paid.
- c. The balance of the lease money must be paid in full within 90 days of the payment of the holding deposit on the unit or date of occupying the unit otherwise interest will be charged on the balance owing, whichever is the earlier, at the rate of 1% less than then current bank overdraft rate.
- d. Maintenance charges as set out by the Board shall be payable as from the date of the lease or the date the unit is occupied (whichever is the earlier).

Renting of Units

- 1.3 Residents shall comply with the Rules and Regulations of The St. Cuthbert's Retirement Living Complexes, known as the "House Rules", as prescribed from time to time by the Board.

Termination of Agreements with Residents

- 1.4 The Abatement Clause; An amount, calculated as follows will be deducted from the Loan prior to repayment.

$$S = \frac{L}{100} \times \frac{P}{12} \times N$$

Where S equals the sum to be deducted
L is the Loan

P is 2 1/2%

N is the number of calendar months elapsed from the date when the Lender occupied the Unit or paid the loan to the Board, (whichever is the earlier) to the date of the death or the date when the Lender shall deliver up possession of the Unit (as the case may be) and for the purpose of this calculation a portion of a month shall be treated as a full month. Provided that no further sums of money shall be deducted from the loan pursuant to the formulae hereinbefore mentioned after the expiration of one hundred and twenty (120) calendar months (ten Years) from the date when the Lender occupied the unit or paid the loan to the Board as hereinbefore provided.

- 1.5 Capital increase of Units: If following the death of the Lender or the Lender delivering up possession of the Unit, the Board shall obtain from a new occupant a new loan which shall exceed the Loan hereby made, (and the Board shall not be under any obligation to obtain a new Loan exceeding the Loan hereby made) the amount representing one half of the difference between the loan made and the new loan shall be paid by the Board to the Lender or the Lender's personal representative who shall be entitled to retain the same for the benefit of the Lender or the Lender's estate as the case may require unless any part of the difference is attributable to a higher or further charge for further amenities or services or facilities imposed by the Board on the new occupant in which case the provision of this clause shall not apply to such part and the decision of the Board in this regard shall be final.

1.6 Termination under the Old Type Loan Agreement

- a. If the Lender shall be living at the date on which the Lender shall deliver up possession of the Unit then the Loan less the amount calculated in accordance with clause 1.4 shall be repaid to the Lender within three (3) months after the date on which the Lender shall deliver up possession, providing that if the Lenders shall be joint Lenders then the said amount shall not be repayable until both joint Lenders deliver up possession of the Unit to the Board and repayment to

- the joint Lender who shall last occupy the Unit shall be sufficient discharge of the Board for the repayment of the said amount.
- b. If the Lender shall die whilst in or entitled to occupation of the Unit then within three (3) months of the production to the Board of the Probate or Letters Of Administration of the Will or Estate of the deceased Lender or such other proof of entitlement as the Board may agree, the Board will repay the Lender's personal representative the Loan less the sum as calculated in accordance with clause 1.4 Provided that the Lenders shall be Joint Lenders the provision of this clause will only apply on the death of the survivor of them and receipt of the legal personal representatives of such survivor shall be sufficient discharge to the Board for the money payable.
 - c. When all leases under the Old Loan Agreement have been settled all reference to the Old type Agreement, in this constitution will cease.

Termination under the New Loan Agreements

- 1.7 If the Lender shall be living at the time of delivering up occupation of a unit then the Loan less an amount calculated in accordance with clause 1.4 hereof shall be repaid by the Board to the Lender upon the Board having entered into a new Loan agreement with a new occupier of the Unit. Provided that any such loan repayment shall not exceed the Loan amount provided for in such new Loan Agreement, Provided however that if the Lender shall be Joint Lenders then payment shall not be made until both Joint Lenders deliver up occupation of the Unit to the Board and payment to the Joint Lender who shall last occupy the unit shall be sufficient discharge to the Board for such payment.

If the Lender shall die whilst in or entitled to occupation of the Unit then within three months after the production to the Board of the Probate Letters Of Administration of the will or estate of the deceased Lender or such other proof of entitlement as the Board may agree or upon the Board having entered into a New Loan Agreement with the new occupier of the Unit (whichever event shall last occur) The Board will repay to the Lender's personal representatives the Loan less the amount calculated in accordance with clause 1.4 hereof. Provided that any such loan shall not exceed the Loan amount

provided for in such new Loan Agreement. Provided that if the Lenders shall be joint lenders then the Provisions of this clause shall only apply on the death of the survivor or the vacating of the unit by the survivor and the receipt of the legal personal representative of such survivor shall be sufficient discharge to the Board for moneys payable under this clause.

LICENCE AGREEMENT

THIS DEED made the day of 199
BETWEEN ST. CUTHBERT'S RETIREMENT LIVING COMPLEXES INCORPORATED
of Grafton in the State of New South Wales (hereinafter called
"the Body Corporate") of the one part AND

of
(hereinafter called "the Licensee") of the other part WHEREAS the
Body Corporate is the owner of
and use or about to use as self-contained
accommodation for elderly persons AND WHEREAS the Licensee is
desirous of entering

upon the terms hereinafter provided NOW THIS DEED WITNESSETH as follows:

1. The Body Corporate hereby grants to the Licensee the right to occupy Unit No. _____ in _____ for a period of one week from the _____ day of _____ 19____ and thereafter from week to week until determined by one week's notice in writing by either party to the other party and the Licensee shall have the right during the period of the Licence to use in common with the Body Corporate their servants and Agents and other Licensees of _____ common entrances stairways and passageways and such of the communal services of _____ as may from time to time be prescribed by the Rules and Regulations hereafter referred to.
2. The Licensee shall during the continuance of this Licence pay to the Body Corporate the sum of (\$ _____) per week or such other amount as may be determined by the Board of Management.
3. The rights hereby conferred shall rest in Contract only and shall neither create in nor confer upon the Licensee any tenancy or estate or interest whatsoever in or in respect of _____ or any part thereof and the rights of the Licensee shall be those of a Licensee only and do not comprise or include any further or other rights.
4. This Licence shall confer no right of exclusive occupation of _____ or any part thereof upon the Licensee and the Body Corporate may at any time and at all times from time to time exercise all their rights as

owners including (but without in any way limiting the generality of this provision) their right to possess and enjoy the whole or any part of save only in so far as such rights shall prevent the operation of the Licence hereby granted.

5. The Licensee shall repay and make good all damage caused by the Licensee or any agent servant or invitee of the Licensee to any equipment furniture furnishing or property of the Body Corporate in _____ during the continuance of this Licence.
6. The Body Corporate shall pay all outgoings in respect of and maintain _____
7. The Licensee is aware that the Board of Management of _____ (hereinafter called "the Board") shall conduct _____ f o r the Body Corporate and the Licensee shall comply with all reasonable requirements of the Board its servants and Agents in respect of the conduct of _____
8. The Licensee shall comply with all Rules and Regulations of _____ as prescribed from time to time by the Body Corporate and/or the Board.
9. The Licensee shall not have any right to assign or transfer the rights hereby granted which shall be revoked by the death of the Licensee.
10. In this Deed "Body Corporate" shall include the Body Corporate and its successors and assigns and "Board" shall include the Board of Management of _____ its successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their names and affixed their seals the day first hereinbefore mentioned.

THE COMMON SEAL OF ST. CUTHBERT'S)
RETIREMENT LIVING COMPLEXES)
INCORPORATED was hereunto affixed)
pursuant to a resolution of the)
Board at a duly convened meeting)
in the presence of:)

SIGNED SEALED AND DELIVERED by the)
Licensee in the presence of:)

LOAN AGREEMENT

THIS DEED made the _____ day of _____
One Thousand nine hundred and ninety _____

BETWEEN

of

(hereinafter called "the Lender") of the ONE PART AND ST. CUTHBERT'S RETIREMENT LIVING COMPLEXES INCORPORATED in the State of New South Wales (hereinafter called "Body Corporate") of the OTHER PART WHEREAS the Lender is desirous of entering or has entered into occupation of

in

and has agreed to lend to the Body Corporate the sum of

(hereinafter called "the Loan") UPON THE TERMS AND CONDITIONS
hereinafter appearing NOW THIS DEED WITNESSETH as follows:-

1. IN CONSIDERATION of the Loan now paid or to be paid to the Body Corporate by the Lender the Body Corporate agrees with the Lender to repay the Loan as herein provided.

2. NO INTEREST on the loan shall be payable by the Body Corporate.

3. UPON THE Lender delivering up possession of the said Unit to the Body Corporate the following provisions shall have effect:-

- (a) If the lender shall be living at the time of delivering up occupation of the said Unit then the Loan less an amount calculated in accordance with Clause 4 hereof shall be repaid by the Trustees to the Lender upon the Trustees having entered into a new Loan Agreement with a new occupier of the Unit, PROVIDED THAT any such Loan repayment shall not exceed the loan amount provided for in such new Loan Agreement PROVIDED HOWEVER that if the Lenders shall be joint lenders then payment shall not be made until both joint Lenders deliver up occupation of the said Unit to the Trustees and payment to the joint Lender who shall last occupy the said Unit shall be sufficient discharge to the Trustees for such payment.

- (b) If the Lender shall die whilst in or entitled to occupation of the said Unit then within three months after production to the Trustees of the Probate or Letters of Administration of the Will or Estate of the Deceased Lender or such other

proof of entitlement as the Trustees may agree or upon the Trustees having entered into a new Loan Agreement with the new occupier of the Unit (whichever event shall last occur) The Trustees will repay to the Lender's personal representatives the Loan less the sum calculated in accordance with Clause 4 hereof PROVIDED THAT any such loan repayment shall not exceed the loan amount provided for in such new Loan Agreement PROVIDED THAT if the Lenders shall be joint Lenders then the provisions of this sub-clause shall only apply on death of the survivor of them and the receipt of the legal personal representatives of such survivor of them and the receipt of the legal personal representatives of such survivor shall be sufficient discharge to the trustees for moneys payable under this sub-clause.

4. THE SUM referred to in Clause 3 hereof to be deducted from the Loan shall be an amount calculated in accordance with the following formula:

$$S = \frac{1}{100} \times \frac{P}{12} \times N$$

where S is the sum to be deducted

L is the Loan

P is 2 1/2%

N is the number of calendar months elapsed from the date when the Lender occupied the Unit or paid the Loan to the Trustees (whichever is the earlier) to the date of death or the date when the Lender shall deliver up possession of the Unit (as the case may be) and for the purpose of this calculation portion of a month shall be treated as a full month.

PROVIDED THAT no further sums shall be deducted from the Loan pursuant to the formula herein mentioned after the expiration of One hundred and twenty (120) calendar months (ten years) from the date when the Lender occupied the Unit or paid the loan to the Body Corporate as hereinafter provided.

5. SUBJECT TO Clause 6 if, following the death of the Lender or the Lender delivering up possession of the Unit, the Body Corporate shall obtain from a new occupant a new Loan which shall exceed the Loan hereby made (and the Body Corporate shall not be under any obligation to obtain a new loan exceeding the Loan hereby made) THEN the amount representing one-half of the difference between the Loan made and the new Loan shall be paid

THE COMMON SEAL OF ST. CUTHBERT'S)
LIVING COMPLEXES INCORPORATED)
was hereunto affixed pursuant to)
a resolution of the Board at a duly)
constituted meeting in the presence)
of:-)

PART 16 - STAFF OF COMPLEX

16.1 The manager and staff required for the Complex shall be appointed by the Board on such terms and conditions as the Board sees fit.

PART 17 - AMENDMENT TO THE CONSTITUTION

17.1 This Constitution may be amended by Ordinance from time to time by Bishop-in-Council, either at the request of the Board or at the initiative of Bishop-in-Council.

PART 18 - BY-LAWS

The Board may from time to time make alter and repeal all such by-laws as it may deem necessary or expedient for the proper conduct and management of the Complexes or in any wise in relation thereto and in particular but not exclusively it may by by-law regulate

- I. The general management control and business of the Complexes;
- II. The conduct of members of the Board;
- III. The relationship between members and employees of the Board;
- IV. Agreements with residents;
- V. Termination of Agreements with residents;

PART 19 - WINDING UP THE COMPLEXES

19.1 In the event of the Complexes being wound up and after all liabilities have been met the remaining assets be equally divided between the Corporate Trustees of the Diocese of Grafton and the Anglican Parish of Tweed Heads.