

**Constitution of Mercy Community
Services South East Queensland Limited**

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1. Defined Terms

1.1 In this Constitution unless the contrary intention appears:

Act means the *Corporations Act 2001* (Cth) as modified or amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the Company.

Auditor means the Company's auditor.

Church Law means the Code of Canon Law being the official law of the Roman Catholic Church as promulgated in 1983, any amendments or changes in the said Code from time to time, and the approved Statutes of Mercy Partners.

Company means Mercy Community Services South East Queensland Ltd being a Company Limited by Guarantee.

Constitution means the constitution of the Company as amended from time to time.

Director includes any person occupying the position of director of the Company.

Directors means all or some of the Directors acting as a board.

Facilities means those facilities operated by the Company from time to time.

General Meeting means a meeting of the Member of the Company.

Gift Fund has the meaning given to that term in section 30-130 of the *Income Tax Assessment Act 1997* (Cth) as modified or amended from time to time.

Member means Mercy Partners, the sole member of the Company as in clause 6.

Mercy Partners means the Mercy Partners incorporated under the *Roman Catholic Church (Incorporation of Church Entities) Act 1994* (Qld) and given status as a Public Juridic Person by the Congregation for Institutes of Religious Life and Societies of Apostolic Life.

Register means the register of the Member of the Company.

Representative means a person appointed as such under clause 11.

Reserve Powers means those matters set out in clause 9 and as amended from time to time in accordance with this Constitution.

Roman Catholic Ecclesial Body means an entity recognised as Catholic by a competent authority of the Roman Catholic Church.

Seal means the Company's common seal (if any).

Secretary means any person appointed by the Directors to perform any of the duties of a secretary of the Company and if there are joint secretaries, any one or more of those joint secretaries.

Sisters of Mercy means member Congregations of the Institute of the Sisters of Mercy of Australia and Papua New Guinea and their successors and the Brisbane Congregation of the Sisters of Mercy as recognised in Church Law.

- 1.2 In this Constitution, except where the context otherwise requires, an expression in a clause of this Constitution has the same meaning as in the Act. Where the expression has more than one meaning in the Act and a provision of the Act deals with the same matter as a clause of this Constitution, that expression has the same meaning as in that provision.

2. Interpretation

In this Constitution, except where the context otherwise requires:

- (a) a reference to a party includes that party's successors and permitted assigns;
- (b) the singular includes the plural and vice versa;
- (c) another grammatical form of a defined word or expression has a corresponding meaning;
- (d) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Constitution, and a reference to this Constitution includes any schedule or annexure;
- (e) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (f) a reference to A\$, \$A, dollar or \$ is to Australian currency; and
- (g) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions.

3. Replaceable Rules

To the extent permitted by law, the replaceable rules in the Act do not apply to the Company.

4. Objects

4.1 The objects for which the Company is established are:

- (a) To continue the mission of Jesus Christ through the charism of the Sisters of Mercy by providing and facilitating quality, responsive community services meeting unmet needs that include but are not limited to child protection, aged care, disability support, family mental health, employment, training and refugee support as a ministry of the Roman Catholic Church;
- (b) To ensure through its governance policies and practices that the ministries operate in conformity with the teachings, disciplines and laws of the Roman Catholic Church and the mission of the Member and the charism of the Sisters of Mercy;
- (c) To offer from the Facilities and services of the Company a compassionate and non-discriminatory service and assistance to those in need;
- (d) To promote and strengthen relationships between the Company and other Mercy, Catholic and community service organisations;
- (e) To encourage and develop networks with government bodies and the wider community;
- (f) To collaborate with the Sisters of Mercy and/or the Member on other agreed ministry projects;
- (g) To act as trustee of any Trust, other than a pious Trust;
- (h) Any other object incidental or conducive to the objects identified in the preceding paragraphs; and
- (i) Any other object which is charitable at law.

4.2 The Company may only exercise the powers in section 124(1) of the Corporations Act to:

- (a) carry out the objects in this clause; and
- (b) do all things incidental or convenient in relation to the exercise of power under clause 4.2(a).

5. Income and Property of Company

5.1 The income and property of the Company will only be applied towards the promotion of the objects of the Company set out in clause 4.

5.2 No income or property will be paid or transferred directly or indirectly to the Member except for payments:

- (a) in return for any services rendered, goods supplied or rights granted in the ordinary and usual course of business to the Company; or
- (b) of interest at a rate not exceeding current commercial interest rates for moneys lent; or
- (c) to reimburse reasonable costs incurred in the carrying out of Membership duties including but not limited to those described in clause 9.

6. Membership

6.1 The Member of the Company is Mercy Partners.

6.2 The Member of the Company may resign from membership of the Company in writing subject to a replacement Member assuming membership of the Company and that replacement member being qualified to assume membership of the Company as a public juridical person.

7. Substitution of the Member

7.1 The Member's membership of the Company will cease if:

- (a) the Member is dissolved under any relevant law; or,
- (b) the Member is suppressed by the Holy See in accordance with the Member's approved statute or Church Law,

in which case the Member may be substituted with the public juridical person which is the successor to the Member under Church Law.

8. Powers of Directors

Subject to clause 9, the management of the Company is vested in the Board.

9. Powers of the Member

The following powers are reserved to the Member of the Company:

- (a) To approve the mission, adoption of change to the mission statement, philosophy and core values of the company ensuring that the mission statement and core values remain faithful to gospel values, Church Law and the mission of the Member;

- (b) To review the effectiveness of the Company in fulfilling the mission, philosophy and values of the Company;
- (c) To receive and review the Annual Report;
- (d) To fix the number of Directors of the Company, appoint and remove the Directors of the Company, appoint the Chairperson and Deputy Chairperson from time to time and set their respective terms of office, taking into account any recommendations on these matters made by the Board;
- (e) To approve any agreement pursuant to which a third party obtains the right or obligation to manage all or substantially all of the operations of the Company;
- (f) To approve any agreement pursuant to which the Company manages any significant or substantial entity or institution not sponsored by the Member;
- (g) To approve the dissolution and/or liquidation of the Company or any corporation of which the Company is the controlling shareholder or member;
- (h) To approve the consolidation or merger of this Company with another corporation or corporate entity;
- (i) To approve the establishment of any new subsidiary or affiliate of the Company or the establishment of any material joint venture or other corporate affiliation relating to a substantial component of the business of the Company;
- (j) To approve the entering into any financial commitment by the Company or any corporation of which the Company is the controlling shareholder or member whether secured or unsecured in excess of the borrowing framework set from time to time by the Member.
- (k) In relation to any sale or transfer, or encumbrance or alienation, of real property of the Company or any corporation of which the Company is the controlling shareholder or member in excess of the limits set by the Australian Catholic Bishops Conference, the Company shall consult with the Member to assess whether further approvals are required;
- (l) In relation to any acquisition or the grant of a lease for a period longer than 16 years or license of real property of the Company or any corporation of which the Company is the controlling shareholder or member the Company shall consult with the Member to assess whether further approvals are required;
- (m) To approve the closure of any material institution or ministry conducted by the Company;
- (n) To approve the appointment, engagement and removal of the Auditors of the Company.

- (o) To amend or repeal any clauses of this Constitution or of the Constitution of any corporation of which this Company is the controlling shareholder or member.
- (p) The Directors shall, when undergoing any recruitment process for the Chief Executive Officer of the Company, consult with the Member during this process with the intention of ensuring that the Member receives sufficient information to confirm that its canonical obligations are met. Consultation may involve the right of veto on a prospective candidate short list and/or a Member representative participating in the recruitment process and on the interview panel.

10. Powers of Attorney

- 10.1 If the Member executes or proposes to execute any document or do any act by or through an attorney which affects the Company or the Member's membership in the Company, that Member must deliver the instrument appointing the Attorney to the Company for notation.
- 10.2 If the Company asks the Member to file with it a certified copy of the instrument for the Company to retain, the Member will promptly comply with that request.
- 10.3 The Company may ask for whatever evidence it thinks appropriate that the power of attorney is effective and continues to be in force.

11. Representatives

- 11.1 The Member may by written notice to the Secretary:
 - (a) appoint a natural person to act as the Representative of the Member in all matters connected with the Company as permitted by the Corporations Act;
 - (b) remove a Representative.
- 11.2 A Representative is entitled to exercise at a general meeting all the powers which the organization appointing him or her could exercise if the Member were a natural person.
- 11.3 A letter executed by the Chairperson of the Member is rebuttable evidence of the appointment or of the removal of the appointment (as appropriate) of the Representative.
- 11.4 The appointment of a Representative may set out limitations on the Representative's powers.

12. General Meetings

- 12.1 The Member may call a General Meeting at any time by providing written notice to the Chairperson of the Directors of the Company.

12.2 While the Company has one Member, that Member may pass a resolution without holding a meeting by recording the resolution and signing the record or otherwise as permitted by the Act.

13. General Meeting: Notice.

13.1 Subject to the provisions of the Act allowing general meetings to be held with shorter notice, the Member will give at least 21 days written notice (exclusive of the day on which the notice is served or deemed to be served and of the day for which notice is given) of any general meeting.

13.2 A notice calling a general meeting

(a) must specify the place, date and time of the meeting and if the meeting is to be held in two or more places, the technology that will be used to facilitate this; and

(b) must state the general nature of the business to be transacted at the meeting.

13.3 The Member may postpone or cancel any general meeting whenever it sees fit.

13.4 The Member must give notice of the postponement or cancellation of a general meeting to all persons referred to in clause 39.1 entitled to receive notices from the Company.

14. General Meeting: Member

In clauses 15, 16, and 18, reference to the Member is to the appointed representative of Mercy Partners.

15. General Meeting: Quorum

15.1 A Quorum consists of the Representative of the Member named as in clause 11. No business may be transacted at a general meeting unless the Representative is present.

16. General Meeting: Chairperson

16.1 The chairperson of each general meeting will be the Representative nominated by the Member as in clause 11.

17. General Meeting: Adjournment

17.1 Any general meeting may be adjourned at the discretion of the Chairperson who is the Representative of the Member. If the Annual General Meeting is adjourned for more than 21 days, those entitled to notice must receive notice of the time and place of the meeting. An adjourned general meeting may take place at a different venue to the initial general meeting.

17.2 The only business that can be transacted at an adjourned general meeting is the unfinished business of the initial general meeting.

18. General Meeting: Entitlement to Vote

18.1 The Member is entitled to one vote.

19. Number of Directors

19.1 There will not be fewer than 5 nor more than 7 Directors.

20. Appointment and Removal of Directors

20.1 The Member may:

(a) appoint new Directors who demonstrate a commitment to the objects of the Company;

(b) fix the term of office for a Director;

(c) subject to clause 19.1 increase or reduce the number of Directors;

(d) remove any Director before the end of the Director's period of office;

20.2 If the conduct or position of any director is such that continuance in office appears to the Member to be prejudicial to the interests of the Company, the Member at a general meeting specifically called for that purpose may suspend that director.

20.3 Within 14 days of the suspension, the Member must call a general meeting, at which the Member may either confirm the suspension and remove the Director from office in accordance with clause 20.1 (d) or annul the suspension and reinstate the Director.

20.4 The member acknowledges except in extraordinary circumstances (to be determined at the Members' sole discretion) it will not remove more than half of the directors within a twelve-month period.

21. Retirement of Directors

21.1 A director may retire by submitting a letter of resignation to the Chairperson of the Member. A copy of the letter is sent to the Chairperson of the Directors by the retiring director.

21.2 Directors are eligible for reappointment.

22. Vacation of Office

The office of a director immediately becomes vacant if the director:

- (a) is prohibited by the Corporations Act from holding office or continuing as a director;
- (b) is liable to have a person appointed, under a law relating to the administration of estates of persons who through mental or physical incapacity are incapable of managing their affairs, to administer it, or becomes in the opinion of the Directors incapable of performing his or her duties;
- (c) resigns by notice in writing to the Member.

23. Directors' Meetings

- 23.1 If more than one-third of the total number of Directors request a Directors' meeting the Secretary shall call such a Directors' meeting.
- 23.2 Apart from meetings according to an agreed schedule, at least 48 hours written notice of a Directors' meeting must be given to each director.
- 23.3 Subject to the Act, a Directors' meeting may be held by the Directors communicating with each other by any technological means by which they are able simultaneously to hear each other and to participate in discussion.
- 23.4 Subject to clause 26, a director who participates in a meeting held in accordance with this Constitution is taken to be present and entitled to vote at the meeting.
- 23.5 Clauses 23.3 to 23.4 apply to meetings of Directors' committees as if all committee members were Directors.
- 23.6 The Directors may meet together, adjourn and regulate their meetings as they think fit.
- 23.7 A quorum is a majority of Directors for the time being.
- 23.8 Where a quorum cannot be established for the consideration of a particular matter at a meeting of Directors, the chairperson may refer the matter to a general meeting of the Member.
- 23.9 Notice of a meeting of Directors may be given in writing, or the meeting may be otherwise called using any technology consented to by all the Directors.

24. Decision on Questions

24.1 Subject to this Constitution, questions arising at a meeting of Directors are to be decided by a majority of votes of the Directors present and voting and, subject to clause 26, each director has one vote.

24.2 The chairperson of a meeting does not have a casting vote in addition to his or her deliberative vote.

25. Payment of Directors' Fees

No payment will be made to any Director of the Company other than payment:

(a) of Director's fees as set by a general meeting of the Member as recommended by the Board.

(b) of out of pocket expenses incurred by the Director in the performance of any duty as Director of the Company where the amount payable does not exceed an amount previously approved by the Directors of the Company;

(c) 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 provision of the service has the prior approval of the Directors of the Company and where the amount payable is approved by the Directors of the Company and is not more than an amount which commercially would be reasonable payment for the service;

(d) of any salary or wage due to the Director as an employee of the Company where the terms of employment have been approved by the Directors of the Company; and

(e) relating to an indemnity in favour of the Director and permitted by section 199A of the Corporations Act or a contract of insurance permitted by section 199B.

26. Directors' Interests

26.1 No contract made by a Director with the Company and no contract or arrangement entered into by or on behalf of the Company in which any Director may be in any way interested is voided or rendered voidable merely because of the Director holding office as a director or because of the fiduciary obligations arising out of that office.

26.2 No Director contracting with or being interested in any arrangement involving the Company is liable to account to the Company for any profit realised by or under any such contract or arrangement merely because of the Director holding office as a director or because of the fiduciary obligations arising out of that office.

26.3 A Director is not disqualified merely because of being a Director from contracting with the Company in any respect.

26.4 Subject to clause 25, a Director or a body or entity in which a Director has a direct or indirect interest may:

- (a) enter into any agreement or arrangement with the Company;
- (b) hold any office or place of profit other than as auditor in the Company; and
- (c) act in a professional capacity other than as auditor for the Company,

and the Director or the body or entity can receive and keep beneficially any remuneration, profits or benefits under any agreement or arrangement with the Company or from holding an office or place of profit in or acting in a professional capacity with the Company.

26.5 A Director who has a material personal interest in a matter that is being considered at a Directors' meeting must declare that interest and must not:

- (a) be present while the matter is being considered at the meeting; or
- (b) vote on the matter,

unless permitted by the Act to do so, in which case the Director may:

- (c) be counted in determining whether or not a quorum is present at any meeting of Directors considering that contract or arrangement or proposed contract or arrangement;
- (d) sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement; and
- (e) vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement.

26.6 A Director may be or become a director or other officer of, or otherwise interested in, any related body corporate or any other body corporate promoted by the Company or in which the Company may be interested as a vendor, shareholder or otherwise and is not accountable to the Company for any remuneration or other benefits received by the Director as a director or officer of, or from having an interest in, that body corporate.

27. [Remaining Directors](#)

The Directors may act even if there are vacancies on the board.

28. [Chairperson of Directors' Meeting](#)

If the Chairperson is not present at any Directors' meeting within ten minutes after the time appointed for the meeting to begin, the Directors present must elect a Director to be chairperson of the meeting.

29. Delegation of Powers to Committee or Management

- 29.1 The Directors may delegate any of their powers, other than those which by law must be dealt with by the Directors as a board, to a committee or management of the Company.
- 29.2 The Directors may at any time revoke any delegation of power to a committee or to management of the Company.
- 29.3 At least one member of each committee must be a Director.
- 29.4 A committee or management of the Company must exercise its powers in accordance with any directions of the Directors and a power exercised in that way is taken to have been exercised by the Directors.
- 29.5 A committee or management of the Company may be authorised by the Directors to sub-delegate all or any of the powers for the time being vested in it.
- 29.6 Meetings of any committee of Directors will be governed by the provisions of this Constitution which deal with Directors' meetings so far as they are applicable and are not inconsistent with any directions of the Directors. The provisions apply as if each member was a Director.

30. Written Resolutions

- 30.1 The Directors may pass a resolution without a Directors' meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. The resolution is passed when the last Director signs.
- 30.2 For the purposes of clause 30.1, separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.
- 30.3 Any document referred to in this clause may be in the form of a facsimile or electronic transmission.
- 30.4 The minutes of Directors' meetings must record that a meeting was held in accordance with this clause.
- 30.5 This clause applies to meetings of Directors' committees as if all members of the committee were Directors.

31. Validity of Acts of Directors

If it is discovered that:

- (a) there was a defect in the appointment of a person as a director, or member of a Directors' committee; or
- (b) a person appointed to one of those positions was disqualified,

all acts of the Directors or the Directors' committee before the discovery was made are as valid as if the person had been duly appointed and was not disqualified.

32. Minutes and Registers

32.1 The Directors must cause minutes to be made of:

- (a) the names of the Directors present at all Directors' meetings and meetings of Directors' committees;
- (b) all proceedings and resolutions of general meetings, Directors' meetings and meetings of Directors' committees;
- (c) all resolutions passed by Directors in accordance with clause 30;
- (d) all appointments of officers;
- (e) all orders made by the Directors and Directors' committees; and
- (f) all disclosures of interests made under clause 26.

32.2 Minutes must be signed by the chairperson of the meeting or by the chairperson of the next meeting (if that chairperson was present at the relevant meeting and if not by a director who was present at the relevant meeting) of the relevant body.

32.3 The Company must keep all registers required by this Constitution and the Corporations Act.

33. Local Management

33.1 The Directors may provide for the management and transaction of the affairs of the Company in any places and in such manner as they think fit.

34. Appointment of Attorneys and Agents

34.1 The Directors may from time to time by resolution or power of attorney executed in accordance with section 127 of the Corporations Act appoint any person to be the attorney or agent of the Company:

- (a) for the purposes;
- (b) with the powers, authorities and discretions (not exceeding those exercisable by the Directors under this Constitution);
- (c) for the period; and
- (d) subject to the conditions,
determined by the Directors.

34.2 An appointment by the Directors of an attorney or agent of the Company may be made in favour of:

- (a) any member of any sub-committee established under this Constitution;
- (b) any company;
- (c) the members, directors, nominees or managers of any company or firm; or
- (d) any fluctuating body of persons whether nominated directly or indirectly by the Directors.

34.3 A power of attorney may contain such provisions for the protection and convenience of persons dealing with an attorney as the Directors think fit.

34.4 The Directors may appoint attorneys or agents by facsimile transmission, or electronic means to act for and on behalf of the Company. A copy of the appointment should be kept on file.

34.5 An attorney or agent appointed under this clause may be authorised by the Directors to sub-delegate all or any of the powers authorities and discretions for the time being vested in it.

35. Secretary

35.1 There must be at least one secretary of the Company appointed by the Directors for a term and at remuneration and on conditions determined by them.

35.2 The Secretary is entitled to attend at all Directors' and general meetings and the Annual General Meeting.

35.3 The Directors may, subject to the terms of the Secretary's employment contract, suspend, remove or dismiss the Secretary.

36. Common Seal

If the Company has a Seal:

- (a) the Directors must provide for the safe custody of the Seal;
- (b) the Seal must not be used without the authority of the Directors or a Directors' committee authorised to use the Seal;
- (c) every document to which the Seal is affixed must be signed by a Director and be countersigned by another Director, the Secretary or another person appointed by the Directors to countersign the document.

37. Duplicate Seal

If the Company has a Seal, the Company may have one or more duplicate seals of the Seal each of which:

- (a) must be a facsimile of the Seal with 'Duplicate Seal' on its face;
- (b) must not be used except with the authority of the Directors.

38. Inspection of Records

The Member may inspect any document or record of the Company kept by the Secretary that the Member wishes to see.

39. Persons Entitled to Notice

39.1 Notice of the annual general meeting must be given to:

- (a) the Member;
- (b) every Director; and
- (c) the Auditor.

39.2 No other person is entitled to receive notice of an annual general meeting.

40. Audit and Accounts

- 40.1 The Directors must cause the Company to keep written financial records in relation to the business of the Company in accordance with the requirements of the Act.
- 40.2 The Directors must cause the financial records of the Company to be audited in accordance with the requirements of the Act.

41. Winding Up

- 41.1 If the Company is wound up the Member undertakes to contribute to the property of the company for the:
- (a) payments of debts and liabilities of the Company and payment of costs, charges and expenses of winding up; and
 - (b) adjustment of the rights of the contributories amongst themselves,
- an amount as may be required, not exceeding \$10.00.
- 41.2 If any surplus remains following the winding up of the Company, the surplus will not be paid to or distributed to the Member, but will be given or transferred to another entity which is:
- (a) another organization for which Mercy Partners is a Member;
 - (b) an institution of the Sisters of Mercy; or
 - (c) a Roman Catholic Ecclesial body.
- provided that entity is not carried on for the profit or gain of its individual members and has similar objects to the Company.
- 41.3 Despite clauses 41.1 and 41.2, each Community Housing Asset remaining after satisfaction of the Company's liabilities must be transferred as follows:
- (a) Each remaining Community Housing Asset of the Company in Queensland must be transferred under s 37H (2) of the Housing Act 2003 (Qld); and
 - (c) Each remaining Community Housing Asset of the Company located in a Participating Jurisdiction must be transferred under the Corresponding Law of that Participating Jurisdiction to:
 - i. The Housing Agency in the Participating Jurisdiction;
 - ii. Another Registered Provider in the Participating Jurisdiction; or

iii. Another entity as prescribed under the Corresponding Law.

41.4 In sub-clause 41.2A

“Community Housing Asset”, means the housing assets identified on the register titled “Community Housing Asset Report” as submitted to the Department on 19 December 2014, along with such other housing assets as the Company and the Department may agree to add to, or remove from, the register from time to time.

“Corresponding Law” has the same meanings as in the Housing Act 2003 (Qld)

“Department” means the Queensland Department of Housing

“Housing Agency”, has the same meanings as in the Housing Act 2003 (Qld)

“Participating Jurisdiction”, has the same meanings as in the Housing Act 2003 (Qld)

“Registered Provider” has the same meanings as in the Housing Act 2003 (Qld)

41.5 If the Company is registered as a Deductible Gift Recipient under Division 30 of the *Income Tax Assessment Act 1997* or its replacement and it maintains a Gift Fund in accordance with the Act then upon:

- (a) the winding up of the Gift Fund; or
- (b) the Company ceasing to be endorsed as a Deductible Gift Recipient under Subdivision 30-BA of the *Income Tax Assessment Act 1997*;

any surplus assets of the Gift Fund must be transferred to a fund, authority or institution which is charitable at law and gifts to which can be deducted under Division 30 of the *Income Tax Assessment Act 1997* or replacement.

42. Indemnity

42.1 To the extent permitted by law and subject to the restrictions in section 199A of the Act the Company indemnifies every person who is or has been an officer of the Company against:

- (a) any liability (other than for legal costs) incurred by that person as an officer of the Company (including liabilities incurred by the officer as an officer of a subsidiary of the Company where the Company requested the officer to accept that appointment); or
- (b) reasonable legal costs incurred in defending an action for a liability incurred by that person as an officer of the Company (including legal costs incurred by the officer as an

officer of a subsidiary of the Company where the Company requested the officer to accept that appointment).

42.2 The amount of any indemnity payable under clauses 42.1 (a) or 42.1(b) will include an additional amount (GST Amount) equal to any GST payable by the officer being indemnified (Indemnified Officer) in connection with the indemnity (less the amount of input tax credit claimable by the Indemnified Officer in connection with the indemnity). Payment of any indemnity which includes a GST Amount is conditional upon the Indemnified Officer providing the Company with a GST tax invoice for the GST Amount.

42.3 For the purposes of this clause, officer means:

- (a) a Director; or
- (b) a Secretary.

43. Amendment

43.1 The terms of this Constitution may only be amended by the Member.

Mercy Partners subscribes and hereby agrees to this Constitution.

Executed by Mercy Partners ABN 85 961861162)
in accordance with its Constitution)



Dr Ricki Jeffery, Chair



Mr Les Jones, Treasurer

17TH April 2019

