Late Agenda

for the

Ordinary Meeting of Council

To be held at the Council Chambers, Civic Centre,
Boxshall Street Brighton

on

Tuesday, 19 December, 2017
at 7.00pm

Cr: Cr Laurence Evans (Mayor)

Councillors: Cr Rob Grinter
Cr Alex del Porto
Cr James Long BM JP
Cr Michael Heffernan
Cr Clarke Martin
Cr Sonia Castelli
Late Items

10. Reports by the Organisation
   10.20 Sandringham Aged Care Association - Amendment of Deed...... 3
10. Reports by the Organisation

10.20 SANDRINGHAM AGED CARE ASSOCIATION - AMENDMENT OF DEED

Corporate Services - Commercial Services
File No: PSF/17/73 – Doc No: DOC/17/276321

Executive summary

Purpose and background
Sandringham Aged Care Association (SACA) has requested amendment to the Deed of Settlement with City of Sandringham dated 10 October 1994 (the Deed). This report seeks Council approval to amend the Deed.

SACA is a not for profit residential aged care provider. SACA has requested amendments to the Deed of Settlement that facilitated the use of Council land in Bluff Road Sandringham by the Association to support development of an Aged Care Facility. The purpose was to allow the land to be held in perpetuity for charitable purposes unless the trust is terminated and to establish an aged persons hostel. Since that time SACA constructed 30 beds on the site provided by Council under the Deed. In 2003 the facility expanded by 32 beds on buildings on the adjacent crown land.

Since the Deed was entered into the former Sandringham Council has been amalgamated into Bayside, and aged care regulations have changed meaning some clauses of the Deed require updating. SACA has made requests for changes which reduce some control Council could have over the Trust. The majority of changes are relatively minor, however the approach to meeting the priority for Bayside residents requires some consideration to allow SACA to meet its administrative challenges whilst ensuring that Council maintains the intent to support its residents as a priority with their aged care needs.

Key issues

Updating the Deed to Reflect Changes Over Time

There are a number of historic references in the Deed which are no longer relevant or do not accord to changes in regulation over time. These include references to City of Sandringham and to the Kingston Aged Care Assessment team. The proposal to amend the Deed to reflect these changes is appropriate. Other changes which reflect the changed nature of Aged Care regulations from the time of the Deed are supported. These relate to the determination of ‘fee paying’ and are in line with the current regulations.

Protecting Council rights as Beneficiary

Council provided title to the land in 1994 and in some circumstances the title may revert to Council. These circumstances include the winding up of the association, the land ceasing to be available to eligible persons and SACA ceasing to be a not for profit charitable organisation.

As the Aged Care Hostel now operates over two separate land parcels the prioritisation of admission in the Deed creates management challenges. SACA has suggested the Deed be amended to require that 30 beds across the total SACA facility be preserved for Bayside residents rather than the broader priority principles applying only to the specific 30 beds on the Council provided land. This would provide flexibility to SACA and also preserve and strengthen the intent of the original Deed. SACA has advised that the majority of its residents were residents of Bayside, relatives of Bayside Residents or from the adjoining municipalities as this is the facility’s natural catchment.
Council has had legal advice on the proposed amendments. The cost for the legal advice and drafting of the Deed of Variation are to be passed on to SACA.

**Recommendation**

That the Chief Executive Officer be authorised to execute the Deed of Variation with the Sandringham Aged Care Association Trust contained in Attachment No. 1 of this report.

**Support Attachments**

1. Deed of Variation
2. Sandringham Aged Care Deed of Settlement
Considerations and implications of recommendation

Liveable community

Social
The Deed provides part of the land occupied by Fairway Hostel run by SACA which currently has 30 beds used for Aged Care. The Deed provides for a level of priority in assessment to Bayside residents. SACA's requested changes support continued priority access for Bayside residents. The Deed requires not for profit charitable use as an Aged Care facility.

Natural Environment
There are no implications to the natural environment as a result of this report

Built Environment
SACA operate the site as an Aged Care Hostel. There are no immediate implications to the site as a result of this report.

Customer Service and Community Engagement
Council officers have had numerous discussions with representatives of SACA in relation to proposals to change the Deed.

Human Rights
There are no Human Rights issues associated with this report, the Deed allows consideration of all people to be residents, however sets a priority order to those connected to Bayside.

Legal
The Deed of Variation has been referred to legal review and drafting

As a beneficiary of the Trust it is important that Council protects its rights whilst seeking to amend the Deed to reflect the modern regulatory environment in Aged Care.

Council is not obliged to update the Deed, however a number of clauses are no longer relevant and would benefit from updating.

Finance
There are no financial implications for the report. SACA will cover the cost of updating the Deed which should be in the order of $2,500.

Links to Council policy and strategy
Links to Goal 8 Governance, specifically the action related to review of Council’s property portfolio to provide clarity on tenant responsibilities, maximise community benefit, and ensure financial sustainability.
Options considered

Option 1

<table>
<thead>
<tr>
<th>Summary</th>
<th>Do not update the Deed</th>
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<tbody>
<tr>
<td>Benefits</td>
<td>Council is not required to update the Deed</td>
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<td></td>
<td>Council maintains a high level of potential control over the site should it wish to intervene in the operation of the Trust at a future time</td>
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<td>Issues</td>
<td>The Deed no longer reflects the requirements of Aged Care as regulation has changed over the past 20 years.</td>
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<td>SACA have operated the site since 1994 and run an Aged Care Hostel, however the Trust only covers half the facilities leading to some administrative issues with assessment</td>
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<td>The proportion of residents is highly weighted to Bayside over both parcels of land</td>
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<td>Changes in regulations means some clauses are not completely relevant eg. City of Sandringham is being interpreted as Bayside City Council</td>
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<td>Council is protected by the use of the land requiring a charitable use associated with provision of Aged Care. It is unclear what circumstances would cause Council to intervene to remove a member of the Trust or to impose a member. Council does not operate this way with any other arrangements for uses on Council land</td>
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<td>SACA advise future changes to Consumer Directed Care mean the current Deed creates significant challenges as all residents will be fee paying on the basis of services they select or need. This change in funding model is not considered in the current Deed</td>
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1. **Deed of Variation**
The Sandringham Aged Care Association Trust

Bayside City Council

and

Sandringham Aged Care Association Inc
Deed of Variation

Dated    /   /  

Parties

<table>
<thead>
<tr>
<th>Name</th>
<th>Bayside City Council (successor in law to The Mayor, Councillors and Citizens of the City of Sandringham)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>76 Royal Avenue, Sandringham 3191</td>
</tr>
<tr>
<td>Short name</td>
<td>Council</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Sandringham Aged Care Association Inc (Registration No. A0026351E)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>195 Bluff Road, Sandringham 3191</td>
</tr>
<tr>
<td>Short name</td>
<td>SACA</td>
</tr>
</tbody>
</table>

Background

A. This Deed is supplemental to the Original Deed.

B. SACA is the trustee of the Trust. Council and SACA are the beneficiaries of the Trust.

C. Clause 9 of the Original Deed provides that SACA, with the consent of Council, may by deed revoke, add to or vary all or any of the provisions of the Original Deed and declare any new or other trusts or powers concerning the land the subject of the Trust.

D. SACA and Council wish to vary the Original Deed as set out in this Deed.

This Deed Witnesses

1. Definitions

In this Deed, unless expressed or implied to the contrary:

- **Deed** means this deed executed by the parties.
- **Effective Date** means the date of this Deed.
- **Original Deed** means the deed of settlement made on 10 October 1994 between The Mayor, Councillors and Citizens of the City of Sandringham as settlor and SACA as trustee of the Trust.
- **Trust** means the Sandringham Aged Care Association Trust.
2. **Variation of Original Deed**

   The Original Deed is varied as follows:

2.1 **Clause 2.2** of the Original Deed is deleted and replaced with the following:

   2.2 The Trustee shall hold the land upon trust to permit the same to be appropriated and used in perpetuity for the following charitable purposes unless the Trust is terminated in accordance with the provisions of this Deed:

   2.2.1 to enable the Trustee to erect, establish and maintain an Aged Persons Hostel on the land to provide care and accommodation for persons who are frail or disabled and who have been approved by an Aged Care Assessment Team in accordance with the Aged Care Assessment Program administered by the Commonwealth Department of Health to receive residential care provided that at least 30 beds in the residential aged care facility known as Fairway Hostel must at all times be occupied by persons who immediately before their admission were residents of the municipal district of the City of Bayside; and

   2.2.2 such other charitable purposes as the Trustee with the consent of the Council may from time to time determine.

2.2 **Clause 7** of the Original Deed is deleted and replaced with the following:

   7 FINANCIAL STATEMENTS

   The Trustee shall, upon request, provide to the Council a statement setting out all of the particulars required by Section 30(3) of the *Associations Incorporation Act 1981*.

2.3 **Clause 8.1** of the Original Deed is deleted and replaced with the following:

   8.1 The Council shall be entitled by instrument in writing at any time and from time to time:

   8.1.1 to remove any Trustee hereof;

   8.1.2 to appoint any additional Trustee or Trustees; or

   8.1.3 to appoint a new Trustee or Trustees in place of any Trustee which resigns its trusteeship or ceases to be a Trustee by operation of law, provided that the powers referred to in Clause 8.1.1 and Clause 8.1.2 can only be exercised by the Council where the Trust is terminated under Clause 10 or where the Trustee is in default of the provisions of this Deed and such default has not been rectified by the Trustee within 30 days of written notice by the Council to the Trustee requiring rectification of the default.

2.4 **Clause 10.1.3** of the Original Deed is deleted and replaced with the following:

   10.1.3 less than 30 beds in the residential aged care facility known as Fairway Hostel are occupied by persons who immediately before their admission were residents of the municipal district of the City of Bayside.

2.5 **Clause 10.1.5** of the Original Deed is deleted and replaced with the following:

   10.1.5 the Trustee makes the Hostel available to persons who have not been approved by an Aged Care Assessment Team in accordance with the Aged Care Assessment Program administered by the Commonwealth Department of Health to receive residential care, unless the Council has consented in writing to the
Hostel being used for a specified number of persons who have not been so approved (such consent not to be unreasonably withheld) and that number is not exceeded.

2.6 Clause 10.1.6 of the Original Deed is deleted.

3. **Council consents**

Council consents to the variation of the Original Deed as specified in this Deed.

4. **Continued operation**

The Original Deed remains effective and unaltered, except as varied by this Deed. SACA (in its capacity as trustee of the Trust) declares that, as from the date of this Deed, it will stand possessed of the land upon the trusts and with and subject to the powers and provisions contained in the Original Deed as varied by this Deed.

5. **Costs and duty**

5.1 **Council’s costs**

SACA must pay to Council on demand all legal and other costs and expenses incurred by Council in connection with the preparation, negotiation and finalisation of this Deed.

5.2 **Duty**

SACA must pay any stamp duty on this Deed and any additional stamp duty required to upstamp the Original Deed.

6. **Interpretation**

Unless the context otherwise requires, the words defined in the Original Deed have the same meaning whenever they appear in this Deed.
Signing Page

Executed by the parties as a deed on and with effect from the Effective Date.

Signed sealed and delivered on behalf of Bayside City Council by:

______________________________________________________________
Adrian Robb, Chief Executive Officer
pursuant to an Instrument of Delegation dated 25 March 2014

Witnessed by: ________________________________
Name: ________________________________
Date: ________________________________

Executed by Sandringham Aged Care Association
Inc in accordance with section 38 of the Associations Incorporation Reform Act 2012 (Vic):

______________________________________________________________  ________________________________________________________________
Signature of Committee Member/Secretary    Signature of Committee Member

______________________________________________________________  ________________________________________________________________
Print Full name    Print Full name
THIS DEED OF SETTLEMENT is made the 1st day of October 1994
BETWEEN THE MAYOR, COUNCILLORS AND CITIZENS OF THE CITY OF
SANDRINGHAM of Municipal Offices, Royal Avenue, Sandringham, Victoria
("the Council") of the one part and SANDRINGHAM AGED CARE ASSOCIATION
INC. of 12 Red Bluff Street, Black Rock, Victoria ("the Trustee") of
the other part
WHEREAS
A. The Council is registered or entitled to be registered as the
proprietor of an estate in fee simple free from encumbrances
in all that piece of land delineated and coloured red on the
copy plan annexed hereto and being Lot 2 on Plan of
Subdivision No. PS 336453M ("the land").
B. The Council wishes to transfer the land to the Trustee upon
the Trusts and with and subject to the powers and provisions
hereinafter expressed in this Deed.

NOW THIS DEED WITNESSES as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 IN this Deed the following terms and words, unless otherwise
indicated by the context, shall have the following meanings:-

1.1.1 "Beneficiaries" means the parties to this Deed and
"Beneficiary" means any one of the parties to this
Deed to the extent of its interest in the land.

1.1.2 "the Council" shall mean and include the Mayor,
Councillors and Citizens of the City of Sandringham
and shall include such other equivalent persons or
legal entity which shall be or become the successor
in title of the City of Sandringham by due process
of law whether by amalgamation or substitution
howsoever occurring.
1.1.3 "the Hostel" shall mean the Aged Persons Hostel erected or to be erected on the land.
1.1.4 "the land" is the land described in Recital A hereof.
1.1.5 "the Trustee" means the Sandringham Aged Care Association Inc. or any subsequent or additional Trustee or Trustees for the time being of the Trust.
1.1.6 "the Trust" means the Settlement created by this Deed.
1.1.7 "termination date" means the date upon which the Trust is terminated in accordance with clause 10 of this Deed.
1.1.8 the singular shall mean and include the plural and vice versa and any gender shall mean and include all other genders.
1.1.9 references to any statutory enactment shall mean and be construed as references to the said enactment as amended, modified and re-enacted from time to time.
1.1.10 if a party consists of more than one person this Deed binds them jointly and each of them severally.
1.1.11 a reference to a person includes a reference to a firm, corporation or other corporate body or entity recognised by law.

1.2 THIS Deed shall bind the parties hereto together with their respective legal personal representatives, successors and permitted assigns.
1.3 IF a Court shall determine that a word, phrase, sentence, paragraph or clause of this Deed is unenforceable, illegal or void then it shall be severed and the other provisions of this Deed shall remain operative.

1.4 ALL headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Deed.

1.5 THE Trust shall be governed by and this Deed shall be construed in accordance with the laws of the State of Victoria.

2. DECLARATION OF TRUST

2.1 THE Council as Settlor hereby conveys to the Trustee the whole of the land together with any improvements constructed on the land upon the Trusts and for the purposes specified in clause 2.2 hereof but subject to that clause upon trust for the Beneficiaries for their respective rights and interests in accordance with the provisions of this Deed.

2.2 THE Trustee shall hold the land upon trust to permit the same to be appropriated and used in perpetuity for the following charitable purposes unless the Trust is terminated in accordance with the provisions of this Deed:-

2.2.1 to enable the Trustee to erect, establish and maintain an Aged Persons Hostel on the land to provide care and accommodation for persons who are frail or disabled and so assessed by the Kingston Aged Care Assessment Team as in need of such accommodation provided that priority of admission to the Hostel shall be in the following order:-
(i) residents of the City of Sandringham.

(ii) persons who have been a resident of the City of Sandringham for at least five (5) of the ten (10) years prior to their admission.

(iii) close relatives of persons who have resided in the City of Sandringham for not less than five (5) years immediately to their date of admission; and

(iv) all other persons.

2.2.2 such other charitable purposes as the Trustee with the consent of the Council may from time to time determine.

3. **POWERS OF THE TRUSTEE**

3.1 THE Trustee shall in addition to the powers otherwise conferred upon Trustees by law have the following powers:-

3.1.1 to liaise with governments, trusts or corporations for the purpose of attracting financial support for the charitable purposes specified in this Deed;

3.1.2 to employ any person in connection with anything required to be done pursuant to the provisions of this Deed including the receipt and payment of money and to decide the remuneration to be allowed and paid and the amount of all charges and expenses and to create or arrange any scheme or superannuation, retirement benefit or pension for the benefit of any persons so employed;
3.1.3 to take such action as the Trustee shall think fit for the adequate protection of any part or parts of the land and all improvements erected thereon.

3.1.4 to take and act upon the opinion (given in writing) of any Attorney-at-law or Counsel practising in the State of Victoria in relation to the interpretation or effect of this Deed or any other document or Statute or as to the administration of the Trusts hereof without being liable to any Beneficiary in respect of any act done by the Trustee in accordance with such opinion provided that nothing in this provision shall prohibit or impede the Trustee from applying to the Court if it thinks fit or prohibit any Beneficiary from so doing.

3.1.5 to exercise or concur in exercising all the powers and discretions contained in this Deed or otherwise conferred by law notwithstanding that the Trustee or any person being a Trustee or, in the case of a Trustee being a company any person being a Director or shareholder of a Trustee hereof has or may have a direct or personal interest (whether as Trustee of any other settlement or in his personal capacity or as a Director or shareholder of any company or otherwise) in the mode or result of exercising such power or discretion or may benefit either directly or indirectly as a result of the exercise of any such power or discretion and notwithstanding that the Trustee for the time being is the sole Trustee;
3.1.6 generally to do all such acts and things in relation to the management and administration of the land as the Trustee could do if it were its own property;

3.1.7 to do all or such other things as are incidental or conducive to the attainment of the Trusts or the exercise of the above powers or any of them.

3.2 THE Trustee shall further have the power to borrow and raise monies for any of the purposes specified in Clause 2.2 hereof by way of overdraft accommodation or commercial bill facility with a banker or by way of loan or advance from any person, firm, corporation or governmental or municipal body upon such terms with or without security or interest as the Trustee shall deem fit provided always that:-

3.2.1 any monies borrowed and secured by way of mortgage over the land shall only be used for construction of the Hostel and not otherwise; and

3.2.2 the Trustee shall not execute a mortgage over the land unless such mortgage contains provisions to the effect that:-

(a) the mortgagee may not exercise its power to sell thereunder without first having offered to transfer the land to the Council in consideration only of the Council taking over all liability under such mortgage and the Council rejecting such offer or not accepting the same within thirty (30) days of being made; and
(b) in the event of the Council rejecting or not accepting such offer and the mortgagee exercising its power of sale the net proceeds of such sale after deduction of the amount due to the mortgagee shall be paid to the Council.

4. LIABILITY OF THE TRUSTEE
   4.1 SUBJECT always to any express provision to the contrary herein contained, every discretion vested in the Trustee shall be absolute and uncontrolled and every power vested in the Trustee shall be exercisable at its absolute and uncontrolled discretion and without any obligation to consider competing claims of any Beneficiaries.
   4.2 THE Trustee shall not be entitled to indemnity, reimbursement or recompense from any Beneficiary.

5. DELEGATION OF TRUSTEES POWERS AND DUTIES
   IN connection with the carrying out of all or any of the Trusts and powers herein contained, the Trustee shall not be bound to act personally but may hire, engage or employ the services of professionally qualified persons and specialists (including stock brokers, bankers, accountants, solicitors, architects and surveyors) and managers, secretaries, clerks, contractors, workmen, employees, servants or such other persons as the Trustee may in its absolute discretion think fit.
6. **PAYMENT OF RATES, TAXES AND EXPENSES**

AT all times during the continuance of the Trust the Trustee shall be responsible for payment of the following outgoings when due and payable:

6.1 all rates, duties, charges and impositions whatsoever payable assessed, charges or imposed in every respect on the land (whether Parliamentary, municipal or otherwise and whether assessed, charged or imposed by or under Federal or State law or by Federal or State or Local Authorities) including the amount of any State Land Tax so assessed and payable (if any) provided that if any such outgoings are not separately assessed in respect of the land they shall be apportioned on the basis of an assessment by the Rating Officer of the Council as to the capital improved value of the land and the appropriate apportionment of those rates based on such value.

6.2 all charges for telephone, electricity, gas and excess water as assessed against the Aged Persons Hostel and/or the land together with, if appropriate, the cost of connection of such services and the cost of installation of separate meters for the Hostel.

6.3 the cost of all repairs re-decoration and maintenance to the Hostel including any repairs of a structural nature.

6.4 payment of all premiums for insurances effected in respect of the Hostel.

7. **ANNUAL FINANCIAL STATEMENTS**

THE Trustee shall, within one (1) month from the close of its financial year, provide to the Council a statement setting out all of the particulars required by Section 30(3) of the Associations Incorporation Act 1981.
8. APPOINTMENT OF NEW TRUSTEE

8.1 THE Council shall be entitled by instrument in writing at any time and from time to time:-

8.1.1 to remove any Trustee hereof.
8.1.2 to appoint any additional Trustee or Trustees; or
8.1.3 to appoint a new Trustee or Trustees in place of any Trustee which resigns its trusteeship or ceases to be a Trustee by operation of law.

8.2 ANY Trustee and any person who may by succession become a Trustee may resign or renounce such position by notice in writing to the other Trustees (or in the case of a sole surviving Trustee, by notice in writing given to the Chief Executive Officer) and forthwith upon the giving of such notice the Trustee giving the same shall for all purposes hereunder cease to be a Trustee or to be a person who may by succession become a Trustee.

8.3 A copy of all notices of change in the Trusteeship of this Trust shall be endorsed on or attached to this Deed and every such notice shall be sufficient evidence to any person having dealings with the Trustee of this Deed as to the facts to which it relates.

9. VARIATION OF TRUSTS

THE Trustee for the time being, at any time and from time to time prior to the termination date but only with the consent of the Council may by Deed revoke, add to or vary all or any of the Trusts hereinbefore limited or the Trusts limited by variation or alteration or addition made thereto from time to time and made by the same or any other Deed or Deeds declare any new or other
-10-

Trusts or powers concerning the land or any part or parts thereof
the Trusts whereof shall have been so revoked, added to or varied
provided always that such new or other Trusts, powers,
discretions, alterations or variations shall be for the charitable
purposes as specified in clause 2.2 hereof.

10. TERMINATION OF TRUST
10.1 TERMINATION date;
the Trust shall be terminated on the first to occur of the
dates upon which any of the following events shall take
place:-

10.1.1 the Trustee ceases to be an incorporated
association which is not entitled to distribute any
profits it may make to its members and/or becomes
an organisation or Body Corporate which becomes
entitled to distribute any profits it makes amongst
its members or shareholders.

10.1.2 the purposes for which the Hostel are used cease to
be charitable.

10.1.3 the Hostel ceases to be available to eligible
persons in the priority as specified in clauses 2.2
hereof.

10.1.4 the Trustee is wound up or cancelled in accordance
with its Rules or the provisions of the
Associations Incorporation Act 1981.

10.1.5 the Trustee makes the Hostel available to private
fee paying patients unless the Council has
consented in writing to the Hostel being used for a
specified number of private fee paying patients and
that number is not exceeded.
10.1.6 construction of the Hostel has not been completed within seven (7) years from the date of this Deed.

10.1.7 the Trustee takes any action which may exceed or shall be reasonably anticipated to exceed its powers given in clause 3 of this Deed or generally and such breach has not been remedied upon the expiration of fourteen (14) days notice from the Council specifying such breach.

10.1.8 the Trustee defaults under a mortgage thereby entitling the mortgagee, subject to the provisions of Clause 3.2.2, to exercise its power of sale of the land.

11. PROCEDURE ON TERMINATION

11.1 ON the termination date the Trustee shall take all steps necessary to transfer the whole of the land and all improvements thereon to the Council for no consideration other than as being a Beneficiary of the Trust entitled in equity to the land consequent upon the termination of the Trust.

11.2 THE Trustee hereby irrevocably appoints the Council to be its attorney to execute all documents and to do any thing whatsoever which in the opinion of the Council is necessary to effect or facilitate the transfer of the land to the Council in accordance with the provisions of sub-clause 11.1.

11.3 THIS Clause shall not apply upon termination of the trust as a result of a default by the Trustee under a mortgage and the mortgagee transferring the land to the Council pursuant to Clause 3.2.2(a) or exercising its power of sale in accordance with Clause 3.2.2(b).
12. NOTICES

12.1 ANY notice or other communication required or permitted to be served by any party on another party shall be in writing and may be served:-

12.1.1 by delivering it personally to that party; or

12.1.2 by sending it by pre-paid post addressed to that party at its address set out in this Deed or subsequently notified by the party being served to the other party from time to time.

12.2 A notice or other communication shall be deemed to be served, if delivered, upon delivery and, if posted, on the expiration of two (2) business days after the date of posting.

13. THE NAME OF THE TRUST

THE Trust established by this Deed shall be known as the SANDRINGHAM AGED CARE ASSOCIATION TRUST.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year hereinbefore mentioned.

THE COMMON SEAL of THE MAYOR
COUNCILLORS AND CITIZENS OF
THE CITY OF SANDRINGHAM was
hereto affixed in the presence of:

Mayor: ...................................................

Councillor: ...................................................

Chief Executive Officer: .................................
THE COMMON SEAL of SANDRINGHAM AGED CARE ASSOCIATION INCORPORATED was hereto affixed in accordance with the provisions of its Rules in the presence of:

Committee Members: [Signatures]

General Manager: [Signature]

Committee Member: [Signature]