

THIS DEED OF TRUST is made this 19th day of February 2024

PARTIES

The Trustees to this deed are the current Principal of Te Aratai College (formerly Linwood College) Maria Eileen Lemalie, Linda Susan Rutland, Gillian Robyn Blackler, Kenneth James Bye, Simon Lauchlan Thwaites, Jo-Anne Elizabeth Cavanagh, Nicholas Shane Ferguson Colvill, Lynette Patricia Brice ("the Trustees")

BACKGROUND

- A. Previous Trustees established a charitable trust for the purposes set out in clause 3 this deed.
- B. The Trustees have agreed to enter into this deed specifying the purposes of the trust and providing for its control, management and governance.
- C. The Trustees have agreed to act as the trustees of the trust.

OPERATIVE PART

- 1. **Name**
The name of the trust shall be the **LINWOOD - TE ARATAI FOUNDATION CHARITABLE TRUST** ("the Trust") or as otherwise amended by the Trustees.
- 2. **Registered Office**
 - 2.1 The office of the Trust will be the home address of the Chairperson of the Trust as the Trustees may determine from time to time.
- 3. **Objects and Purposes**
 - 3.1 The charitable objects and purposes of the Trust ("the Trust purposes") are as follows:
 - 3.1.1 To promote the educational, cultural, and social advancement of the pupils of Te Aratai College.
 - 3.1.2 To improve opportunities for the students by providing financial assistance to specific pupils.
 - 3.1.3 To increase awareness of the needs of Te Aratai College within the community.
- 4. **The Trust Fund**
 - 4.1 The Assets held by the Trustees from time to time shall be called The Trust Fund ("the Trust Fund").
 - 4.2 The Trustees will work to increase The Trust Fund by actively seeking donations, legacies, gifts, grants, and bequests from all available sources appropriate to the Trust purposes and may carry out fundraising initiatives and any other activities consistent with the charitable objectives of the Trust.
 - 4.3 All assets received by the Trustees shall be credited to The Trust Fund.

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5. Gifts

- 5.1 The Trustees may accept any gift made to the Trust.
- 5.2 The Trustees shall not accept any gift which is made subject to a condition which is inconsistent with the achievement of the objects of the Trust.
- 5.3 The Trustees may refuse to accept any gift which is subject to reservations, conditions, or obligations which the Trustees believe to be impracticable or too onerous.

6. Accounts and Annual Reports

- 6.1 The Trustees shall each year cause to be prepared annual accounts and an annual report for the Trust.
- 6.2 The Treasurer is responsible for ensuring that fair and true accounts are kept of all money received and expended by the Trust.
- 6.2 The accounting year of the Trust shall end on the 31st day of March in each year, or such other date as the Trustees may subsequently determine by written resolution.
- 6.3 The accounts for the Trust shall be reviewed annually by a qualified accountant appointed by the Trustees.

7. The Trustees

- 7.1 At all times, the number of Trustees shall be not more than eight and not fewer than six.
- 7.2 Each of the signatories to this deed shall remain in office as a Trustee for a maximum period of three three-year terms or until he or she resigns or ceases to be a Trustee under the provisions of clause 7.3. For the avoidance of doubt, this restriction does not apply to the current Principal in accordance with the requirement under Clause 7.5.1
- 7.3 A Trustee shall cease to hold office as a Trustee if the Trustee:
- 7.3.1 Dies;
- 7.3.2 Is disqualified by Section 16 of the Charities Act 2005;
- 7.3.3 Refuses to act in his or her capacity as a Trustee;
- 7.3.4 Is removed by a unanimous written resolution of the other Trustees;
- 7.3.5 Fails to attend three consecutive meetings of the Trustees without consent of the other Trustees.
- 7.3.6 Where appointed as a result of their role as the Principal or staff member of Te Aratai College, resigns from their role with Te Aratai College.
- 7.4 The Trustees shall conduct meetings in accordance with Schedule 1 attached to this deed.

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- 7.5 The Trustees shall at all times include the following:
- 7.5.1 The current Principal of Te Aratai College;
 - 7.5.2 A maximum of one Trustee appointed from the Board of Trustees of Te Aratai College (not including the Principal);
 - 7.5.3 A maximum of one Trustee appointed from the current staff of Te Aratai College;
 - 7.5.4 Three Trustees from Te Aratai College's catchment. Such appointed Trustees may or may not be Past Pupils, Past Staff members of Linwood College or Te Aratai College. For the avoidance of doubt, these nominations cannot include any person who would be eligible for appointment under the above three categories;
 - 7.5.5 Two Trustees who are a past pupil or staff member of Linwood College or Te Aratai College.
- 7.6 Where any vacancy arises, the remaining Trustees shall work to ensure a new Trustee is appointed promptly in accordance with the criteria set out in Clause 7.5.
- 7.7 The Trustees may continue to act notwithstanding any vacancy, but if their number is reduced below the minimum number of trustees as stated in this Deed, the continuing Trustees may act for the purposes of increasing the number of Trustees to that minimum but for no other purpose.
- 7.8 The Trustees may by a two-thirds (2/3rd) majority of votes, remove any Trustee as a Trustee of the Trust if it believes that such action is in the best interests of the Trust.
- 7.9 The Trustees will elect from among themselves a Chairperson, a Secretary, and a Treasurer. An election of the office-bearers will be held at the first meeting of the Trustees following the execution of this Deed or whenever a vacancy arises. The positions of Secretary and Treasurer may be held by the same person.

8. Trustees' Powers

- 8.1 In addition to and not, unless otherwise expressed, in substitution for any statutory or other powers, the Trustees are hereby vested with all of the powers set forth in the annexed Schedule 2.
- 8.2 Notwithstanding the provisions of clause 8.1 hereof, at any time while the Trust shall hold charitable status or registration, the following provisions shall apply, and if there shall be any conflict between the following provisions and any other provisions of this deed or the powers set forth in the annexed Schedule 2:
- 8.2.1 Any income, benefit or advantage gained by the Trust shall be applied to the charitable purposes of the Trust.
 - 8.2.2 No Trustee of the Trust, or any person associated with a Trustee, shall participate in, or materially influence any decision made by the Trust in

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respect of the payment to or on behalf of that Trustee or associated person of any income, benefit or advantage whatsoever.

8.2.3 Any such income paid shall be reasonable and relative to that which would be paid in an arms length transaction (being the open market value).

8.2.4 The provisions and effect of this clause shall not be removed from this deed and shall be included and implied into any deed or other document replacing this deed.

9. Indemnity of Trustees

9.1 Without prejudice to the right of indemnity by law given to trustees, the Trustees shall be entitled to be indemnified out of the Trust Fund in respect of all liabilities and expenses incurred by them in the execution or purported execution of the trusts hereof or of any powers, authorities or discretions vested in them pursuant to this deed and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted or in any way relating to the Trust Fund other than a claim arising out of a wilful fraudulent or dishonest default or wilful, fraudulent or dishonest breach of trust and the Trustees may retain and pay out of any monies in their hands arising from the trusts of this deed all sums necessary to effect such indemnity and the Trustees have a charge on the Trust Fund for all monies payable to them under this clause or otherwise howsoever arising out of and in connection with this deed.

10. Common Seal

10.1 If they consider it appropriate to do so, the Trustees may adopt a common seal for the Trust. That seal will be kept in the custody of the chairperson of the Trust or by whomsoever that chairperson may nominate.

10.2 The common seal will not be affixed to any document except by resolution of the Trustees. The seal must be affixed in the presence of two Trustees who must sign the document so sealed.

11. Variation of this Deed

11.1 The Trustees may, from time to time, by resolution carried by as a majority of the Trustees alter, revoke or amend any of the terms of this deed, provided that no such alteration, revocation or amendment shall be made which detracts from the provisions of clause 8 of this deed, or which detracts from the objects of the Trust or which may affect the charitable nature of the Trust.

12. Winding Up

12.1 The Trust may be wound up or dissolved upon a unanimous resolution of the Trustees at a meeting of the Trustees called for that purpose. There shall be no less than thirty days notice of such meeting to the Trustees.

12.2 On any winding up of the Trust or its dissolution by the Registrar of the High Court under the Charitable Trusts Act 1957, all surplus assets of the Trust shall be given to such exclusively charitable organisation as the Trustees shall decide, or, if the Trustees are unable to make any such decision, shall be disposed of in accordance with the directions of the High Court under Section 27 of the Charitable Trusts Act.


13. Mediation and Arbitration



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- 13.1 Any dispute arising out of or relating to this deed may be referred to mediation, a non-binding dispute resolution process in which an independent mediator facilitates negotiation between parties. Mediation may be initiated by either party writing to the other party or identifying the dispute which is being suggested for mediation. The other party will either agree to proceed with mediation or agree to attend a preliminary meeting with the mediator to discuss whether mediation would be helpful in the circumstances. The parties will agree on a suitable person to act as mediator or will ask the Mediators and Arbitrators Institute of New Zealand Inc. to appoint a mediator. The mediation will be in accordance with the Mediation Protocol of the Arbitrators and Mediators Institute of New Zealand Inc.
- 13.2 The mediation shall be terminated by:
- 13.2.1 The signing of a settlement agreement by the parties;
- 13.2.2 Notice to the parties by the mediator, after consultation with the parties, to the effect that further efforts at mediation are no longer justified;
- 13.2.3 Notice by one or more of the parties to the mediation to the effect that further efforts at mediation are no longer justified;
- 13.2.4 The expiry of sixty (60) working days from the mediator's appointment unless the parties expressly consent to an extension of this period.
- 13.3 If the mediation should be terminated as provided in 13.2.2, 13.2.3 or 13.2.4, any dispute or difference arising out of or in connection with this deed, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration in New Zealand in accordance with New Zealand law and the current Arbitration Protocol of the Arbitrators and Mediators Institute of New Zealand Inc. The arbitration shall be by one arbitrator to be agreed upon by the parties and if they should fail to agree within twenty-one (21) days, then to be appointed by the President of the Arbitrators and Mediators Institute of New Zealand Inc.

EXECUTED as a deed


SIGNED by _____ in the presence of:


Signature of Witness


Name of Witness


Occupation of Witness


Address of Witness

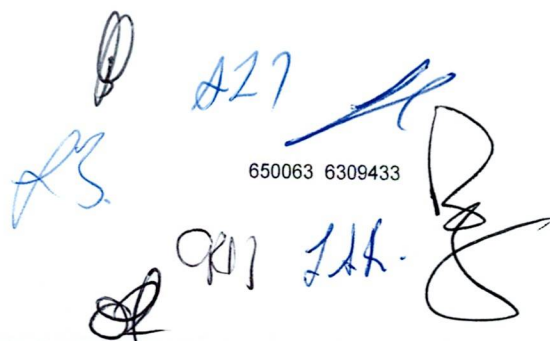
SIGNED by _____ in the presence of:


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SCHEDULE 1

MEETINGS OF TRUSTEES

1. A quorum of trustees shall be four trustees and must be made up from:
 - 1.1 At least two trustees who are appointed from the Principal of Te Aratai College, the Board of Trustees of Te Aratai College, and the staff of Te Aratai College, and;
 - 1.2 At least two trustees who were appointed from the Three Trustees from Te Aratai College's school catchment.
2. Subject to these rules and to this Trust Deed, the Trustees shall meet and regulate their meetings as they think fit:
 - 2.1 The Trustees shall meet at least once every three months;
 - 2.2 The Trustees shall hold one meeting each year as an Annual Meeting and notice of the Annual Meeting and invitation to attend will be given to each Trustee. This meeting must occur prior to the lodgement of the Performance Report with the Charities Commission register which is **30 September each year.**
 - 2.2.1 The business of the AGM shall include: a Chair's annual report, a Treasurer's report of the past financial year, and an election of officers.**
3. The Trustees by a unanimous vote may remove the Chair. The Chair who was removed may elect to remain on the Trust as a Trustee.
4. The Chair (or in the absence of the Chair, another Trustee elected by the meeting) shall take the chair at all meetings of the Trustees but shall not have a casting vote.
5. The Chair or any two Trustees may at any time summon a meeting. Seven days notice of any meeting (stating the place, day, and time of the meeting) shall be communicated to each of the other Trustees unless all of the Trustees agree to shorten or waive the period of notice.
6. All questions and matters arising at meetings of Trustees shall be decided by majority resolution of the Trustees present at the meeting.
7. A resolution in writing signed by all of the Trustees shall be as effective as if it had been passed at a meeting. Such a resolution may consist of several documents each signed by one or more of the Trustees and may be sent by facsimile or other electronic transmission.
8. Any resolution of the Trustees may be rescinded or varied from time to time by the Trustees.
9. The contemporaneous linking together by telephone or any other means of audible communication of enough of the Trustees to constitute a quorum shall be deemed to constitute a meeting of the Trustees so long as the following conditions are met:


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- 9.1 Each of the Trustees must have received notice of the meeting (or have waived notice) under Clause 5;
- 9.2 Each of the Trustees taking part in the meeting must be able to hear each of the other Trustees taking part at the commencement of the meeting and throughout the meeting; and
- 9.3 At the commencement of the meeting each of the Trustees must acknowledge *his or her presence to all the other Trustees taking part in the meeting.*
10. A Trustee must not leave a meeting (whether by departing or by disconnecting his or her telephone or other means of communication) unless he or she has previously obtained the express consent of the Chair of the meeting. A Trustee shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting unless or he she has previously obtained the express consent of the Chair to leave the meeting.
11. The Trustees are to keep minutes of their meetings and of all their decisions. The minutes shall be kept in a minute book maintained by a person appointed by the Trustees.
12. Any minute of a meeting of the Trustees (including their decisions) purporting to be signed by the Chair of the meeting or of the next meeting shall be prima facie evidence of the matters referred to in such minute having been authorised done or passed by the Trustees. The decisions recorded in the minutes will be read in conjunction with the Trust Deed and will be binding on all persons interested in the Trust.
13. If a quorum is not present within twenty minutes after the time appointed for any meeting, the Chair of the meeting may adjourn the meeting to another time.
14. Any meeting may be adjourned if the Trustees present so resolve. No notice will be necessary for the resumption of adjourned meetings except to Trustees not present at the meeting adjourned.

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SCHEDULE 2

POWERS OF TRUSTEES

1. The Trustees shall have the following powers in accordance with clause 8 of this Deed:
- (a) To carry on or form any business, whether or not in partnership or joint venture, to achieve the Objects of the Trust;
 - (b) To form or acquire any company to achieve the Objects of the Trust;
 - (c) To enter into contracts for the provision of services to achieve the Objects of the Trust and to enter into joint ventures with other charitable entities in order to achieve the Objects of the Trust;
 - (d) To open and maintain a bank account and to decide who will be the signatories to that account;
 - (e) To acquire, hold and dispose of property;
 - (f) To lease property;
 - (g) To grant leases of property;
 - (h) To borrow or obtain credit;
 - (i) To guarantee or act as a surety;
 - (j) To enter into transactions denominated in a foreign currency and to make or receive payments in a foreign currency;
 - (k) To give security in respect of any obligation of the Trustees;
 - (l) To accumulate the income of the Trust Fund;
 - (m) To apply or set aside any part of the Trust Fund towards the payment of any liabilities or obligations incurred or suffered by the Trustees or falling due in future;
 - (n) In relation to any share or other security that is part of the Trust Fund:
 - (i) to exercise any voting or controlling or decision-making rights or powers attaching to it; and
 - (ii) to concur in any reconstruction or amalgamation of it or in any modification of the rights of the holders of it or of others interested in it and generally to act in respect of it;
 - (o) To advertise the Trust and its Objects;
 - (p) To obtain incorporation or registration of the Trust in accordance with any law from time to time in force relating to charitable trusts;
 - (q) To appoint or engage or employ any person or company (including any of the Trustees) for any period:

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- (i) as an expert or professional person or entity to advise on or carry out any of the trusts and powers authorised by this Deed; or
- (ii) as an attorney or delegate for the Trustees in New Zealand or elsewhere for all or any of the purposes of the Trust; or
- (iii) as a manager or agent for or on behalf of the Trustees in all or any matters relating to the management and the control of the Trust, and any business owned by the Trustees or in which they are concerned; or
- (iv) as Secretary; or
- (v) as an employee of the Trustees in all or any matters relating to the Trust;
- (r) To act upon any opinion or advice or information obtained from a person or entity referred to in paragraph (q)(i) of this Schedule;
- (s) To determine all questions and matters of doubt which may arise in the course of the management, administration, investment, realisation, distribution, liquidation, partition, resettlement or winding up of the Trust Fund or the Trust, or to apply for directions under Section 66 of the Trustee Act 1956;
- (t) Generally to do all such other lawful acts and things that are incidental or conducive to the attainment of the Objects; and
- (u) To pay any costs or expenses incurred in the course of the Trustees discharging, carrying out or exercising any of their duties and powers.

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GHD



SIGNED by _____ in the presence of:

D Eddington

Signature of Witness

Deborah Eddington

Name of Witness

Secretary

Occupation of Witness

6 Hartnell Place, Aronside, Christchurch 8061.

Address of Witness

SIGNED by _____ in the presence of:

D Eddington

Signature of Witness

Deborah Eddington

Name of Witness

Secretary

Occupation of Witness

6 Hartnell Place, Aronside, Christchurch 8061.

Address of Witness

SIGNED by _____ in the presence of:

D Eddington

Signature of Witness

Deborah Eddington

Name of Witness

Secretary

Occupation of Witness

6 Hartnell Place, Aronside, Christchurch 8061.

Address of Witness

Address of Witness

SIGNED by [Signature] in the presence of:

D. Eddington

Signature of Witness

Deborah Eddington

Name of Witness

Secretary

Occupation of Witness

6 Hartnell Place, Avonside, Christchurch 8061

Address of Witness

SIGNED by [Signature] in the presence of:

D. Eddington

Signature of Witness

Deborah Eddington

Name of Witness

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6 Hartnell Place, Avonside, Christchurch 8061

Address of Witness

SIGNED by [Signature] in the presence of:

D. Eddington

Signature of Witness

Deborah Eddington

Name of Witness

Secretary

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Address of Witness