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**SOCIETY OF FRIENDS WHANGANUI EDUCATIONAL SETTLEMENT TRUST BOARD: DEED
OF DECLARATION OF TRUST: RULES AND OBJECTS**

WHEREAS:

A. THE SOCIETY OF FRIENDS WHANGANUI EDUCATIONAL SETTLEMENT TRUST BOARD a body incorporated under the Charitable Trusts Act 1957 ("the Board") is the registered proprietor of the land at 76 Virginia Road Whanganui ("the land") as more particularly described in the first schedule to this Deed.

B. The land is subject to the trusts declared in this Deed.

THIS DEED WITNESSES (and the Board DECLARES AND ACKNOWLEDGES) that the Board holds the land together with any other property of any sort which has been or may be in the future vested in the Board (the land and all such other property being in this Deed together called "the premises")

UPON THE FOLLOWING TRUSTS:

1. TO SELL the premises or any part of them at such time or times and in such manner as may be authorised by a Minute of Aotearoa/New Zealand Yearly Meeting of the Religious Society of Friends (in this Deed called "the said Yearly Meeting") signed by the Clerk for the time being of the said Yearly Meeting (a Minute so signed being in this Deed called "a Minute").

UNTIL ANY SUCH SALE the Board has FULL POWER

- a) TO MANAGE,**
- b) TO MORTGAGE, and**
- c) TO LET**

the premises or any part of them in such manner as may be directed by a Minute of the said Yearly Meeting.

2. TO HOLD the premises and the income derived from them and the proceeds of sale of them for the use and benefit of the said Yearly Meeting and for the general purposes of such Meeting in such manner as is directed by a Minute of the said Yearly Meeting.

3. TO PERMIT the premises or any part of them to be used for any of the purposes and objects set out in the second schedule to this Deed and generally for the use of the Religious Society of Friends in such manner as is directed by a Minute of the said Yearly Meeting

AND IN FURTHERANCE of the trusts contained in the above clause 3:

4. TO GRANT to a person or persons recommended by the Board and approved by a Minute of the said Yearly Meeting (or by a Minute of Standing Committee of the said Yearly Meeting) A LICENCE OR LICENCES to occupy a house or houses on the land.

5. TO ACCEPT surrenders of such Licences on such terms as may be decided by a Minute of the said Yearly Meeting or of its Standing Committee.

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IT IS HEREBY DECLARED:

1. THAT a receipt in writing given by the Board for money payable to the Board shall be a good and effective discharge to the person paying such money and such person shall not be responsible for the proper application of the money by the Board.
2. THAT a person paying money to the Board shall not be bound to investigate whether any sale exchange mortgage lease or other dealing with the premises or any part of the premises has been properly made or done or given.
3. THAT no tenant lessee mortgagee purchaser or assignee of any of the premises shall be bound to investigate the regularity of any transfer assignment exchange mortgage lease or other disposition OR of any Minute of the said Yearly Meeting.
4. THAT the Rules set forth in the third schedule to this Deed shall be the Rules of the Board.

IN WITNESS WHEREOF this Deed has been executed this 18 December 1975.

FIRST SCHEDULE. (Description of land)

7.6066 hectares more or less being Lot 1 on Deposited Plan 77771 and Lot 6 and part Lot 7 on Deposited Plan 258 and being all the freehold land in Certificate of Title WN44D/574 (Wellington Registry).

SECOND SCHEDULE.

(Main purposes and objects of the Board)

The general religious educational and charitable purposes of the Religious Society of Friends including but not limited to the following purposes or any one or more of them:

- a) building and equipping houses flats and other living accommodation for the use and occupation of persons (whether members of the said Society or not) either permanently or temporarily so as to provide in Whanganui a community of like-minded persons to preserve uphold and promote those spiritual values and ideals which find common acceptance amongst members of the said Society and also to engage in social and other service among and for the surrounding district and the public generally according to the concepts tenets and insights of the said Society and its members.
- b) providing facilities including libraries workshops and lecture or seminar rooms for study and education particularly pertaining to matters of concern to the said Society and its members.
- c) providing facilities for conferences and meetings of an educational or religious nature.
- d) providing housing at a reasonable cost and in a supportive environment for persons who by reason of age or of physical or other infirmity have special need of such support.

THIRD SCHEDULE. (the Rules of the Board)

1. The trustees constituting the Board shall be its members.
2. The members of the Board shall consist of one representative from each Monthly Meeting, three representatives from 'the Settlement' as hereinafter defined, and a Secretary,

provided that the minimum number of members of the Board shall not be less than six. If the number falls below six the Board shall not act until the number is increased as provided by Rule 3. For the purposes of this Rule 2, 'the Settlement' refers to the Friends Settlement at 76 Virginia Road, Whanganui. *[Amended by YM, 2004]*

3. The members of the Board shall from time to time be appointed by the said Yearly Meeting provided always that in the event of the number of members falling below six between meetings of the said Yearly Meeting it shall be lawful for the Standing Committee of the said Yearly Meeting to appoint a member or members to increase the number of members to six. Except in the case of a Licensee under a Licence granted by the Board no person shall be appointed a member of the Board who is not a member of the Religious Society of Friends and any member of the Board who as the case may be ceases to be a Licensee (and is not a member of the said Society) or ceases to be a member of the said Society shall automatically cease to be a member of the Board. The said Yearly Meeting may from time to time remove any person from being a member of the Board. Any decision of the said Yearly Meeting shall be sufficiently evidenced by a copy certified by the Clerk for the time being of the Minute of the said meeting containing the said decision. The office of member shall be vacated if the member resigns her or his office by notice to the Clerk of the said Yearly Meeting or to the Secretary of the Board, and also in any of the following circumstances, namely:

- a) the death of a member;
- b) the removal of a member beyond the compass of a Monthly Meeting (if such member has been appointed to represent that Monthly Meeting) which removal results in his or her being unable adequately to represent such Monthly Meeting on the Board;
- c) the termination of the Licence in the case of a member whose membership is based solely on his or her being a Licensee of the Board;
- d) the resignation of a member;
- e) a member's being prevented through illness from attending Board meetings for a period of six months or longer.
- f) the absence of a member from New Zealand for a period of six months or longer.

Standing Committee of the said Yearly Meeting has power either on the application of the Board or otherwise to make appointments to the Board but all such appointments shall lapse at the next ensuing Yearly Meeting.

When a member of the Board cannot attend a meeting of the Board for whatever reason the person designated by Yearly Meeting to replace that person upon the expiry of his or her term of appointment shall without the need of any sanction of the Board or of Standing Committee be entitled to attend such meeting and to take part in its deliberations as fully and effectually as the member could have done had she or he been present.

4. Should the Secretary of the Board die or be considered by the Board to be incapable of acting or be resident abroad or desire to be relieved of the Secretaryship, then the other members of the Board or any four of them shall appoint another member to be Secretary and to act as such until a new Secretary is appointed by Yearly Meeting. The Secretary shall keep minutes of the proceedings of the Board. The accounts of the Board shall be audited annually by a professional auditor. *[Amended by YM, 2004]*

5. The registered office of the Board shall be at such place as is fixed from time to time by the Board.

6. When there is any business to be done or documents to be executed by the Board the Secretary shall notify all the members of the Board of the purport thereof and give due notice of the time and place of a meeting to be held for the transaction of such business or the execution of such documents. These provisions shall not apply however in the case of any of the contingencies mentioned in clause 4 above.

7. Four members of the Board shall form a quorum at its meetings. Nothing shall be done that is not in accordance with the objects of the Board and with the Trust Deeds affecting the properties held by the Board.

8. The Common Seal of the Board shall be kept by the Secretary and shall not be used except by authority of a minute of a meeting of the Board held as aforesaid. The Secretary shall be one of the members who attest the affixing of the Common Seal.

A resolution consent or authority in writing signed by three-quarters of the members for the time being of the Board shall be as valid and effectual as if it had been passed or given at a meeting of the Board duly called and constituted. A certificate signed by the Secretary as to the persons for the time being constituting the Board shall be conclusive evidence of the members so stated. (Note: section 19 of the Charitable Trusts Act 1957 provides as follows:

Deeds may be made by the Board under its Common Seal attested by the trustees or any three of the trustees for the time being constituting the Board: and all other contracts may be made in writing signed by any person in the name and on behalf of the Board acting under a resolution in writing passed at a meeting of the trustees.)

9. Any mortgages or other contracts entered into by the Board shall contain a provision that the individual members of the Board shall not be personally liable and that the Board shall be liable only to the extent of the land or other property affected by the mortgage or contract.

10. The out-of-pocket expenses of members of the Board and of the Secretary properly incurred in their work shall be borne (in appropriate proportion) by the properties concerned and meantime may be temporarily advanced from the funds of the said Yearly Meeting.

11. Any new properties transferred to the Board shall be held on the trusts declared in respect thereof and in the absence of any such declaration then on the foregoing trusts.

12. The said Yearly Meeting has power to alter the Rules of the Board.

13. The day to day management of the land at 76 Virginia Road Whanganui or of any other property now or hereafter vested in the Board shall (subject at all times to the overriding supervision of the Board) be entrusted as far as is reasonably practicable to the good sense of all those persons who from time to time are resident whether permanently or temporarily at the Whanganui land or who have possession occupation or control of any other Board property IT BEING THE INTENTION of the Board and of the said Yearly Meeting that in the day to day management of any such property all discussions held decisions made or action taken shall be as nearly as may be in accordance with the spirit and method of business meetings held within the Religious Society of Friends in which regard particular reference is made to the description of such meetings contained in paragraph 1.1.3 of 'Church Government of the Religious Society of Friends in New Zealand'. The Board may from time to time make such rules as may seem expedient for the more efficient management of any such properties but at all times the Board together with any person or persons resident on any Board property shall continue to be responsible to the said Yearly Meeting for the good management and upkeep of such property.