

DATED 12 April

2016

DEED OF CHARITABLE TRUST ESTABLISHING
THE WOODHILL SANDS TRUST

smith
AND PARTNERS

.....
LAWYERS

TABLE OF CONTENTS

1.	Interpretation	3
2.	Trust Fund	5
3.	Name of the Trust	5
4.	Office of the Trust	5
5.	Charitable Objects of the Trust	6
6.	Powers of Trustees	7
7.	Public Donations	7
8.	Administration of the Trust	7
9.	Electoral College	7
10.	Composition of Board of Trustees	8
11.	Meetings of the Trustees	10
12.	Proceedings of the Trustees	11
13.	Staff	14
14.	Trustees' Liability	14
15.	Restrictions on Benefit From the Trust	15
16.	Restrictions Relating to Business Income	15
17.	Trustees' Remuneration and Expenses	17
18.	Resettlement of Trust	17
19.	Indemnity	17
20.	No Private Pecuniary Profit	18
21.	Incorporation	18
22.	Alterations of this Deed	18
23.	Liquidation/Dissolution	18
24.	Governing Law	18
	Schedule 1	20
	Schedule 2	24

DEED OF CHARITABLE TRUST ESTABLISHING THE WOODHILL SANDS TRUST

Made the 12th day of April 2016

**BETWEEN EQUESTRIAN SPORTS NEW
ZEALAND INCORPORATED**
("the Settlor")

AND KATHRYN MARY ROBERTS

LESLEY ANNE GOING

CINDY LORA MITCHENER

GLEN ADRIAN BEAL

AND

[NEIL MACKENZIE- HALL]

(together the "Inaugural Trustees")

BACKGROUND:

- A. The Settlor wishes to establish a trust for charitable purposes to be known as **WOODHILL SANDS TRUST** for the purpose of pursuing the Objects listed in this Deed.
- B. The Inaugural Trustees have agreed to act as the first Trustees of the Trust.
- C. The Settlor has paid to the Trustees the sum of \$10 to constitute the initial funds of the Trust.
- D. The Trustees wish to declare the trusts on which they hold the initial funds and all other funds or property vested in or controlled by the Trustees for the benefit of the Trust (all being referred to in this Deed as the Trust Fund).
- E. The Trustees intend to incorporate themselves as a trust board under the provisions of the Charitable Trusts Act 1957 and to register with the New Zealand Inland Revenue Department as a Charitable Trust and if thought necessary by the Board to register under the Charities Act 2005.

THIS DEED RECORDS:

1. Interpretation

1.1 Definitions:

Auckland Council means the territorial authority established under the Local Government (Auckland Council) Act 2009;

Board means the board of Trustees as established under clause 10;
Chairman means the Chairman of the Board as elected in clause 10.7;

Concessionary Provisions means sections CW 41 (Charities: non-business income), CW 42 (Charities: business income), CX 25 (Benefits provided by charitable organisations), DB 41 (Charitable or other public benefit gifts by a company) and DV 12 (Maori authorities: donations) and subpart LD (Tax credits for charitable or other public benefit gifts) of the Income Tax Act 2007, section 73(1) of the Estate and Gift Duties Act 1968; and if the Trustees are registered under the Goods and Services Tax Act 1985, the provisions of that Act relating to non-profit bodies, as defined in section 2(1) of that Act;

Deed means this charitable trust deed;

Electoral College means the Electoral College, as comprised and having the functions and powers set out in clause 9 and Schedule 2;

Electoral College Appointer means each of the organisations or entity described in clause 1, Schedule 2;

Financial Year means the year or any other accounting period ending on 31 March in each year or any other date adopted from time to time by the Trustees as the end of the Trust's financial year;

Inaugural Trustees has the meaning set out in clause 10.3;

Member means a duly appointed member from time to time of the Electoral College;

Objects means the purposes and objects of the Trust set out in clause 5.1;

Region means the geographical area of Auckland as defined by the boundaries of the Auckland Council, or such other geographical area as determined by the Trustees.

Woodhill Sands means the equestrian facility known as Woodhill Sands situated on the corner of State Highway 16 and James Mackie Road, Helensville;

Schedule means any schedule to this Deed;

Special Resolution means, in respect of the proceedings of the Trustees, a resolution passed by at least 75% of the Trustees present at the meeting and, in respect of the proceedings of the Electoral College, means a resolution passed by at least 75% of the Electoral College Appointers present at the meeting;

Term means, in respect of each Trustee, that Trustee's term of office established under clause 10.4 or clause 10.5 as the case may be;

Trust means the trust as established in this Deed;

Trustees means the Inaugural Trustees and other trustees from time to time appointed under this Deed; and

Trust Fund has the meaning set out in clause 2.1.

Interpretation: In this Deed including the Schedules unless the context otherwise requires:

- (a) headings are inserted for convenience only and shall be ignored in construing this Deed;
- (b) references to any clause are to that clause in this Deed;
- (c) the singular includes the plural and vice versa;
- (d) one gender includes the other genders;
- (e) references to individuals include companies and other corporations and vice versa;
- (f) a reference to any legislation or to any provision of any legislation (including regulations and orders) includes that legislation or provision as from time to time amended, re-enacted or substituted and any statutory instruments, regulations and orders issued under any such legislation or provision;
- (g) reference to any document includes reference to that document (and, where applicable, any of its provisions) as amended, novated, supplemented, or replaced from time to time;
- (h) reference to a party, person or entity includes:
 - (i) an individual, partnership, firm, company, corporation, association, trust, estate, state or agency of a state, government or government department or agency, municipal or local authority and any other entity, whether or not incorporated and whether or not having a separate legal personality; and
 - (ii) an employee, agent, successor, assign, executor, administrator and other representative of such party, person or entity; and
- (i) "written" and "in writing" include any means of reproducing words, figures or symbols in a tangible and visible form.

2. **Trust Fund**

- 2.1 The Trustees declare that they hold the Trust Fund, being all money and other property settled upon trust for those charitable purposes referred to in clause 5 together with all other money and property which may be added to it by way of capital or income.

3. **Name Of The Trust**

- 3.1 The Trust shall be known as **WOODHILL SANDS TRUST** or such other name as the Trustees may, by amendment to this Deed, determine from time to time.

4. **Office Of The Trust**

- 4.1 The registered office of the Trust shall be situated at such place as determined by the Trustees from time to time.

5. **Charitable Objects Of The Trust**

5.1 The Objects of the Trust are:

- (a) to acquire and operate an equestrian facility of regional importance to Auckland, that provides for the equestrian community and the communities of Auckland and the public at large.
- (b) to support and enhance the development and growth of recreational and competitive equestrian sports in New Zealand including by the provision of advice, training, guidance and funding to assist in the development of equestrian sports and recreational riding within the Auckland region.
- (c) to provide use and access by the public to Woodhill Sands for general recreational purposes when such purposes do not conflict with the use of Woodhill Sands as an equestrian facility.
- (d) to lease, license and/or manage Woodhill Sands by arrangement with the various equestrian sports and disciplines and public organisations intending to use Woodhill Sands, using contemporary management techniques and a co-operative approach.
- (e) to provide guidance and support to schools, and educational institutions and educators generally, by assisting in the co-ordination of, and up skilling of teachers, trainers and coaches in the delivery of equestrian education and activities in the region and New Zealand generally.
- (f) the promotion and co-ordination of physically active and healthy lifestyle programmes and activities.
- (g) to work and co-operate with Auckland Council so as to ensure that Woodhill Sands remains a significant venue as part of the overall Auckland Equestrian Facilities Plan developed in 2014 (or subsequent plans if any) for Equestrian Sport in the region.
- (h) to undertake such other activities and provide such other assistance, whether by way of financial assistance/support or otherwise as the Trustees see fit, of a charitable or recreational nature for the benefit of the region.

5.2 **Objects independent:** The Trustees shall be empowered to carry out any one or more of the Objects of the Trust independently of any other Object.

5.3 **Carried out within New Zealand:** The Objects may not extend to any matter or thing which is not charitable or recreational within the meaning of the Income Tax Act 2007, or not carried out within New Zealand except where a Trust beneficiary is provided with funds in New Zealand.

5.4 **Change in law:** If because of any change in the law brought about by the enactment of new legislation and/or the amendment or appeal of existing legislation, or by any change in the official interpretation or official application of any such application, it is at any time necessary to amend the terms of this Deed in order to achieve and/or preserve the availability of any concession in relation to the Trust under any of the Concessionary Provisions, which would otherwise be available were it not for the change in the law, then, despite clause 22, the terms of this Deed will at the time be deemed to be amended to the extent necessary.

6. **Powers Of Trustees**

6.1 **General:** The Trustees shall have all necessary powers to promote the Objects and to act on the Trust's behalf and in its interest. In addition to all other powers conferred by law, the Trustees shall have the same powers as a natural person acting as a beneficial owner of the Trust Fund. Such powers shall not be limited or restricted by any principle of construction or rule of law or statutory power or provision, except to the extent set out in this Deed. The Trustees may exercise their powers either alone or jointly with another person or persons.

6.2 **Trustee's powers:** Without in any way limiting clause 6.1, the Trustees shall have the specific powers set out in Schedule 1,

7. **Public Donations**

7.1 Any donations or gifts of money within the meaning of the Income Tax Act 2007 made to the Trustees for the Objects shall be placed in a fund established and maintained by the Trustees exclusively for those Objects carried out within New Zealand.

8. **Administration Of The Trust**

8.1 The Trust shall be governed by the Board comprising the Trustees for the time being of the Trust.

8.2 No person shall be appointed or remain in office as a Trustee who is a paid employee of the Trust.

9. **Electoral College**

9.1 An Electoral College is established in accordance with the provisions of this Deed to carry out the following functions:

(a) To appoint Trustees of the Trust, other than the Inaugural Trustees, prior to commencement of each Trustee's Term;

(b) To appoint Trustees to fill any casual vacancies that arise during a Trustee's Term;

(c) To develop criteria to enable it to make any appointments which detail the skills, knowledge, capabilities and any other attributes it considers are required in considering appointments to any vacant Trustee position;

(d) To monitor the performance of the Trust;

(e) To remove Trustees;

- (f) To consider, and if thought fit, approve by Special Resolution any proposals presented by the Trustees to:
 - (i) Vary, add to, or revoke any provision of this deed other than the Objects of the Trust and the provisions of clause 16; or
 - (ii) Wind up the Trust.

9.2 The Electoral College shall have the power to carry out the functions set out in clause 9.1 in accordance with any provisions included in this Deed that relate to the carrying out of those functions, and in particular the provisions of Schedule 2 shall apply to the functions and proceedings of the Electoral College.

9.3 Except for and subject to clause 9.1, the Electoral College has no other power to give directions to or exercise control over the Trustees of the Trust or any part of the Trust's activities.

10. **Composition Of Board Of Trustees**

10.1 **Board of Trustees:** The Board of Trustees shall comprise no fewer than three Inaugural Trustees and at the end of the first full finance year after the date of this Deed, the Board of Trustees shall comprise no fewer than five and no more than eight trustees.

10.2.1 **Appointment of Trustees:** With the exception of the Inaugural Trustees the Trustees shall be appointed from time to time by the Electoral College in accordance with the procedures set out in Schedule 2.

10.3 **Inaugural Trustees:** The persons signing this Deed as the Trustees of the Trust are the Inaugural Trustees of the Trust.

10.4 **Term of office of Inaugural Trustees:** The term of office of the Inaugural Trustees will be as follows:

- (a) The term of office of two of the Inaugural Trustees shall expire at the end of the first full Financial Year after the date of this Deed.
- (b) The term of office of the remaining Inaugural Trustee shall expire at the end of the second full Financial Year after the date of this Deed.
- (c) The Inaugural Trustees shall determine by agreement or, failing such agreement, by lot, which of them shall cease to hold office under the provisions of clause 10.4 (a) in order that the rotation in terms in clause 10.4 (b) be given effect.
- (d) Subject to the provisions of clause 10.6, a retiring Inaugural Trustee shall be eligible for reappointment as a Trustee.

- 10.5 **Term of office of future Trustees:**
- (a) Subject to clauses 10.4 (Inaugural Trustees) and to 10.9 (casual vacancies), the term of office of every Trustee appointed from time to time shall be three years expiring at the end of a Financial Year, unless a Trustee resigns or is removed in accordance with this Deed.
 - (b) The Terms of office of the Trustees shall be rotated so that at least one Trustee's Term expires at the end of each Financial Year.
- 10.6 **Reappointment:** A retiring Trustee is eligible for reappointment but no Trustee shall be a Trustee for more than three consecutive Terms. For the avoidance of doubt and for the purposes of this subclause only, the first term of office of an Inaugural Trustee shall not be counted as a term of office.
- 10.7 **Chairperson:** The Trustees shall annually determine from amongst their number who shall be the Chairperson of the Board of Trustees. The Chairperson shall hold office for a period of one year expiring at the end of a full Financial Year from the date of their appointment, or such other period as determined by the Trustees.
- 10.8 **Eligibility to be a Trustee:** The following persons shall not be eligible for appointment, or to remain in office, as a Trustee:
- (a) **Bankrupt:** a person who has been adjudged bankrupt who has not obtained a final order of discharge or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled, or to any order under section 299 of the Insolvency Act 2006;
 - (b) **Conviction:** a person who has been convicted of any offence punishable by a term of imprisonment of two or more years unless that person has obtained a pardon or has served the sentence imposed on them;
 - (c) **Imprisonment:** a person who has been sentenced to imprisonment for any offence unless that person has obtained a pardon or has served the sentence imposed on them;
 - (d) **Disqualified director:** a person who is prohibited from being a director or promoter of or being concerned or taking part in the management of a company under sections 382, 383, or 385 of the Companies Act 1993;
 - (e) **Property order:** a person who is subject to a property order made under sections 30 or 31 of the Protection of Personal and Property Rights Act 1988;
 - (f) **Infirmary:** a person who is of unsound mind or infirm;
 - (g) **Order of the Charities Commission:** a person who is disqualified from being an officer of a charitable entity under s 31(4) of the Charities Act 2005; or

(h) **Minor:** a person who is under the age of 16 years;

and if any of the events in paragraphs (a) to (f) of this clause occur to a Trustee, that Trustee shall be deemed to have vacated their office as a Trustee immediately upon the occurrence of such event;

10.9 **Vacancies of Trustees:** Where a Trustee ceases to hold office for any reason prior to the scheduled expiry of that Trustee's Term, the remaining Trustees may fill that vacancy with any eligible person for a period expiring on the date of expiry of the Term of the Trustee who has ceased to hold office.

10.10 **Resignation:** Any Trustee may resign from the Trust by giving no less than 30 days written notice to the remaining Trustees and such notice shall take effect from the resignation date specified in the notice or, if there is no resignation date specified, upon the expiry of 30 days from the date the letter was sent.

10.11 **Removal from office:** The Trustees shall confirm the removal of any of their number as a Trustee if any of the circumstances in clauses 10.8 occur or if the Trustees resolve to remove a Trustee by unanimous resolution passed by all the Trustees other than the Trustee proposed to be removed.

10.12 **Ceasing to hold office:** in addition to the vacation of office on certain events occurring (clause 10.8), the right of a Trustee to resign from office (clause 10.10), and the power to remove Trustees (clause 10.11), the following circumstances shall also result in a vacancy in a Trustee's term of office:

(a) **Failure to attend:** a Trustee who fails to attend two consecutive meetings of the Board of Trustees without both prior written notice and a reasonable explanation for each failure (as accepted by the Chairman) shall be deemed to have vacated their office;

(b) **Death:** upon the death of a Trustee their position shall be deemed to be vacant;

(c) **Illness:** a Trustee becomes by reasons of their health unable to continue as a Trustee; **Refusal:** a Trustee refuses to act in their capacity as Trustee; or

(d) **Dismissed:** a Trustee is removed under any provision of this Deed.

10.13 **Recording:** Upon every appointment, reappointment, removal or cessation of office of any Trustee, the Trustees shall record such fact and the relevant date in the minute book of the Trust.

11. Meetings Of The Trustees

11.1 Time and place for meetings: The Trustees shall meet at such places and times, and in such manner, as they determine. The Chairman shall chair Trustee meetings, or in his/her absence any other Trustee as determined by the Trustees.

- 11.2 Facsimile or email resolutions: A resolution in writing, signed or assented to by facsimile, or other form of visible or other electronic communication by the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees. Any such resolution may consist of several documents in like form each signed by one or more Trustees.
- 11.3 **Meetings by teleconference etc:** A meeting of the Trustees may be held where one or more of the Trustees is not physically present at the meeting, provided that:
- (a) all persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication;
 - (b) notice of the meeting is given to all the Trustees in accordance with the procedures agreed from time to time by the Trustees and such notice specifies that Trustees are not required to be present in person at the meeting; and
 - (c) if a failure in communications prevents clause 11.3 (a) from being satisfied and such failure results in the quorum not being met, the meeting shall be suspended until the requirements of clause 11.3 (a) are satisfied. If such condition is not satisfied within 15 minutes from the interruption the meeting shall be deemed to have terminated or adjourned.
- 11.4 Any meeting held where one or more of the Trustees is not physically present shall be deemed to be held at the place specified in the notice of meeting provided at least one Trustee is present at such place. If no Trustee is present at such place the meeting shall be deemed to be held at the place where the Chairman of the meeting is located.

12. **Proceedings Of The Trustees**

- 12.1 **Quorum:** A quorum of at least one-half of the Trustees from time to time appointed is required for all meetings of the Board.
- 12.2 **Voting:** Subject to clause 12.3 each Trustee present at a meeting of the Board shall be entitled to one vote.
- 12.3 **Majority decisions:** Except as otherwise provided in this Deed, all resolutions passed at a meeting of the Board shall be by a simple majority of the Trustees present at the meeting and any such resolution shall be binding on all Trustees. The Chairman shall have a deliberative (or original) vote as well as a casting vote in the event of a tie or equality of votes.
- 12.4 **Minutes:** A minute book shall be provided and kept by the Trustees. Minutes of the proceedings of all meetings of the Board shall be prepared and entered in the minute book, and if confirmed at a subsequent meeting of the Board, shall be signed by the Chairman as a true and correct record.
- 12.5 **Conflicts of interest:** If any Trustee has or may have a conflict of interest (as determined by the Trustees), the Trustee shall declare the interest in the minute book and may participate in the deliberations affecting the matter but shall not be entitled to vote on such matter and shall if required

by any other Trustee leave the meeting for any such vote, unless stated otherwise in this Deed,

- 12.6 **Bank accounts:** The Trustees shall keep an account or accounts at such bank or banks or financial institutions as they shall from time to time determine. Cheques and other debits from the account or accounts shall be signed by such person or persons as the Trustees shall from time to time authorise in writing.
- 12.7 **Accounts and audit:** The Trustees shall keep full and correct records and accounts of all of their receipts, credits, payments, assets, liabilities and transactions and all other matters necessary for showing the true state and condition of the Trust, As soon as practicable after the end of each Financial Year, the Trustees shall ensure that financial statements are prepared including a statement of position, a statement of financial performance and notes to those statements giving a true and fair view of the financial position of the Trust for that Financial Year. Such financial statements may be audited by a chartered accountant appointed for that purpose by the Trustees, as the Trustees determine.
- 12.8 **Execution of documents:**
- (a) If at any time the Trustees are not incorporated as a Board under the Charitable Trusts Act 1967, any documents to be executed by or for the Trust shall be signed by any two of the Trustees, one signatory to be the Chairman;
 - (b) When the Board is incorporated under the Charitable Trusts Act 1967, documents to be executed by the Board shall be executed under its common seal and attested by any two of the Trustees, one of whom shall be the Chairman and such attestation shall be sufficient evidence of authority to affix the seal.
- 12.9
- (a) Preparation and filing of documents and other information: The Trustees must cause to be prepared and retained or filed with any relevant person, including:
 - (i) **Commissioner of Inland Revenue:** the Commissioner of Inland Revenue, pursuant to any revenue legislation; and
 - (ii) **Charities Act 2005:** Such person or public entity pursuant to the Charities Act 2005 and any Act or Acts in substitution therefor that shall be authorised to receive all necessary tax accounts, returns, reports, declarations, notices, certificates, reconciliations, applications, forms and other information required to be prepared or filed so as to achieve or preserve the availability of any concession in relation to the Trust under any of the Concessionary Provisions.
 - (b) Clause 12.9.1 (a) (ii) shall only apply in the event that the Trustees decide to register the Trust under the Charities Act 2005.

- 12.10 **Tax returns:** The Trustees shall ensure that all necessary tax accounts, returns, reports, declarations, notices, certificates, reconciliations and other information required by the Inland Revenue Department are prepared and filed so as to allow the Trust to retain its exempt status for taxation purposes.
- 12.11 **Annual general meetings:** An annual general meeting must be held within four months of the end of each Financial Year:
- (a) **Notice:** the Secretary must give no less than 30 days' written notice of the annual general meeting to the Trustees;
 - (b) **Business:** the business to be transacted at the annual general meeting will be the:
 - (i) Confirmation of the minutes of the previous annual general meeting or any preceding Special Meeting held since that meeting;
 - (ii) receipt of the financial statements;
 - (iii) appointment of the auditor (if any);
 - (iv) confirmation of the retirement and appointment of Trustees by the Electoral College which retirements and appointments shall be made prior to the end of each financial year by the Electoral College;
 - (v) confirmation of the appointment of the Chairman of the Board, by the Board in accordance with clause 10.7;
 - (vi) setting of the Trustees' remuneration; and
 - (vii) any other general business.
- 12.12 **Special Meetings:** Any two Trustees may at any time call a special meeting of the Trustees ("Special Meeting") for any reason deemed by them to be sufficient. Notice in writing of every Special Meeting stating the purpose or purposes of the proposed meeting and signed by the Trustees calling the Special Meeting must be given at least two business days before the date of the Special Meeting and, in addition to the notice required under clause 12.13, shall be transmitted by facsimile or email, or delivered or sent through the post in accordance with clause 12.13 to each individual Trustee. No notice shall be necessary for a reconvened adjourned meeting except to any Trustee who was not present when the meeting was adjourned. The business at a Special meeting shall be the only business for which the Special Meeting was notified and convened.
- 12.13 **Notices:** Any notice to be given to the Trustees under this Deed shall be in writing signed by the person or persons giving the notice and served at the registered office of the Trust. Any such notice or document shall be deemed to be duly given:

- (a) **By hand:** if delivered by hand, when so delivered;
 - (b) **By facsimile:** if delivered by facsimile, when receipt is confirmed;
 - (c) **By email:** if delivered by email, when receipt is confirmed;
 - (d) **By post:** if delivered by post, on the third working day after posting.
- 12.14 **Failure to meet quorum:** If a quorum is not assembled within 30 minutes after the appointed time of the general meeting or Special Meeting the Trustee or Trustees present may by majority resolution resolve to adjourn the meeting.
- 12.15 **Appointment of committees:** The Board may at any general meeting appoint two or more Trustees to be a committee of the Board for making any enquiry or for supervising or transacting any business of the Trust and may delegate any powers of the Board in writing to those Trustees for that purpose provided that every act and proceeding of the committee shall, unless the matter is within the committee's delegated authority or of urgency, be submitted to a meeting of the Board for approval.
- 12.16 **Validity of actions:** All acts done by any meeting of the Board or other committee of the Trustees or by any person acting as a Trustee shall, notwithstanding that it is discovered afterwards that there was some defect in the appointment of any such Trustee or person acting as aforesaid, be as valid as if such person had been duly appointed and was qualified to be a Trustee.
13. **Staff**
- 13.1 **Appointment:** The Trustees may employ such staff as they consider appropriate to work for the Trust on such terms as they consider appropriate.
- 13.2 **Attendance at Trustees' meetings:** Staff employed under clause 13.1 may be required to attend meetings of the Trustees but shall not be entitled to vote.
14. **Trustees' Liability**
- 14.1 **Liability for loss:** No Trustee shall be liable for any loss to the Trust Fund arising:
- (a) **Investment:** by reason of any improper or imprudent investment made by any Trustee in good faith;
 - (b) **Agent:** from the negligence or fraud or delay of any agent instructed by any Trustee in good faith;
 - (c) **Mistake:** by reason of any mistake or omission made by any Trustee in good faith;
 - (d) **Delay:** by reason of any delay caused by any Trustee;
 - (e) **Deposit of funds:** by reason of all or part of the Trust Fund being lawfully deposited in the hands of any banker or solicitor;

- (f) **Security:** by reason of the insufficiency or deficiency of any security upon which all or part of the Trust Fund may be Invested; or
- (g) **General:** by any other act of any Trustee,

unless attributable to that Trustee's own dishonesty or to the wilful commission or omission of any act known by that Trustee to be in breach of trust.

14.2 **Trustee Act 1956:** Subject to clause 14.1, the care, diligence and skill to be exercised by the Trustees shall not be that required by sections 14B or 14C of the Trustee Act 1956 but shall at all times be the care, diligence and skill required that a prudent person of business would exercise in managing the affairs of others, even though the Trustees may from time to time include persons whose profession, employment or business is or includes acting as a trustee or investing money on behalf of others.

14.3 **Proceedings:** No Trustee shall be bound to take, or be liable for failure to take, any proceedings against another Trustee or Trustees for any breach or alleged breach of trust committed by such other Trustee or Trustees.

14.4 **Receipt of monies:** Subject to clauses 14.1 and 14.2, a Trustee shall be chargeable only for such monies as shall actually have been received by that Trustee. For the purpose of this clause, a Trustee shall be deemed to have received monies even if not actually paid to that Trustee if those monies have been credited in any account, reinvested, accumulated, capitalised, carried to any reserve, sinking or insurance fund, or otherwise dealt with on that Trustee's behalf.

14.5 **Carrying on of business:** In the carrying on of any business or any involvement in a partnership or company pursuant to their powers under this Deed the Trustees shall, without derogating from or in any way limiting the generality of the provisions of clause 5, in carrying out the Objects in respect of any such business, partnership or company, not be liable for loss thereby caused to the Trust Fund or the income of the Trust and the Trustees shall be entitled to a full and complete indemnity out of the Trust Fund or any part of the Trust Fund for any personal liability they may incur in connection with the debts, engagements and liabilities in such business partnerships or company.

15. **Restrictions On Benefit From The Trust**

15.1 **No determination of income:** Where the Trustees carry on or engage in any business by, or on behalf of, or for the benefit of, the Trust, no person as defined in section CW 42 of the Income Tax Act 2004 shall by virtue of that capacity and within the ambit and scope of that section in any way (whether directly or indirectly) determine, or materially influence the determination of, the nature or the amount of any benefit or advantage (whether or not convertible into money).

16. **Restrictions Relating To Business Income**

16.1 **General restrictions:** In any tax year, for the purposes of the Income Tax Act 2007, where any business, within the ambit and scope of the Income Tax Act 2007 and in particular section CW 42 of that Act, is carried on by or for the benefit of the Trust:

- (a) **Tax exempt business income:** the Trustees must not derive directly or indirectly from any such business any amount of income that is not exempt from income tax either under sections CW 42 or CW 46 (Amateur Sports Promoter) of the Income Tax Act 2007; and
 - (b) **Benefits/advantages to certain persons:** within the ambit and scope of clauses 16.2 to 16.4, no person with some control over the business may direct or divert, to their own benefit or advantage, any amount derived from that business.
- 16.2 **Persons who may have control:** For the purposes of clause 16.1(a), a person who may have some control over the business is a person who is, within the ambit and scope of sub-sections CW 42(5) to (7) of the Income Tax Act 2007:
- (a) **Settlor or Trustee:** a settlor or trustee of a trust carrying on the business or of a trust that is a shareholder in a company carrying on the business; or
 - (b) **Director of shareholder:** a director or shareholder of a company carrying on the business; or
 - (c) **Associated person:** a person associated with any person described in clauses 16.2(a) and 16.2(b).
- 16.3 **Relevant benefits / advantages:** For the purpose of clause 16.1(b), an amount is directed or diverted to the benefit or advantage of a person described in clause 16.2 if that person is given or receives from the business any benefit or advantage, whether or not convertible into money, within the ambit and scope of sub-sections CW 42(6) to (8) of the Income Tax Act 2007, or any income of a kind specified in and not excluded by those sub-sections.
- 16.4 **Control over the business and ability to direct or divert amounts:** For the purpose of clause 16.1(b), a person described in clause 16.2 has some control over the business and is able to direct or divert amounts from the business to their own benefit or advantage if, by virtue of their position described in clause 16.2 and within the ambit and scope of sub-sections CW 42(5) to (8) of the Income Tax Act 2007, that person is, in any way, whether directly or indirectly, able to determine or materially influence in any way the determination of:
- (a) **Nature/Extent of Benefit/Advantage:** the nature or extent of any benefit, advantage or income described in clause 16.3; or
 - (b) **Circumstances of Receipt:** the circumstances in which any benefit, advantage or income described in clause 16.3 is, or is to be, given or received.

17. **Trustees' Remuneration And Expenses**

- 17.1 **Professional remuneration:** Subject to clause 17.4, any Trustee being a lawyer, accountant or other person engaged in any profession, business or trade shall be entitled to be paid all usual professional, business and trade charges for business transacted, time expended and all acts done by him or her or his or her firm or any of their employees or partners in connection with the Trust, including acts which a Trustee not being in any profession, business or trade could have done personally.
- 17.2 **General remuneration:** Subject to clause 17.4, each Trustee other than a Trustee remunerated under clause 17.1 (to the extent that such remuneration covers the services to which that clause applies) may be entitled to such remuneration for their services as a Trustee, as determined by the Trustees, as may be reasonable having regard to their duties and responsibilities as Trustees. Any remuneration proposed to be paid pursuant to this clause shall first be approved by the Electoral College.
- 17.3 **Expenses:** Subject to clause 17.4, each Trustee shall be entitled to be indemnified against, and reimbursed for, all travelling, accommodation and other expenses properly incurred in attending to and returning from meetings or in connection with the Trust as determined by the Trustees.
- 17.4 **Proviso:** No Trustee receiving any remuneration referred to in clauses 17.1 to 17.3 shall take part in any deliberations or proceedings relating to the setting, payment or otherwise of that remuneration nor shall that Trustee in any way determine or materially influence (directly or indirectly) the nature or amount of that payment or circumstance in which it is to be paid. Such remuneration must be determined by the remaining Trustees on the basis of the current market rate for that type of work.

18. **Resettlement Of Trust**

- 18.1 The Trustees have the power to declare by way of resettlement such trusts (together with any conditions, limitations, and provisions to be carried out at the discretion of the Trustees or any person or persons) for the advancement or benefit of any charitable objects or the Objects and in respect of the whole or any part or parts of the income or capital of the Trust Fund that have not been irrevocably paid or applied under the provisions of this Deed in favour of any charitable object in New Zealand as the Trustees in their discretion think fit.

19. **Indemnity**

- 19.1 Each Trustee shall be indemnified out of the Trust Fund for and in respect of any loss or liability which such Trustee may sustain or incur by reason of the carrying out or omission of any function, duty or power of the Trustees under this Deed, unless such loss or liability is attributable to such Trustee's dishonesty or to the wilful commission or omission by such Trustee of an act known by such Trustee to be a breach of trust.

20. **No Private Pecuniary Profit**
- 20.1 Nothing expressed or implied in this Deed shall permit the activities of the Trustees, or any business carried on by or on behalf of or for the benefit of the Trust, to be carried on for the private pecuniary profit of any individual.
21. **Incorporation**
- 21.1 The Trustees shall ensure the Trust remains registered as an incorporated trust under and in compliance with the Charitable Trusts Act 1957 and use all reasonable endeavours to ensure the Trust is registered as a Charity under and in compliance with the Charities Act 2005.
22. **Alterations To This Deed**
- 22.1 The provisions of this deed other than the Objects and clause 16 may be revoked, varied or added to, provided that such addition, revocation or amendment:
- (a) Is approved by a separate Special Resolution of both the Trustees and the Members of the Electoral College;
 - (b) Is not in conflict with the Objects;
 - (c) Does not affect the Trust's charitable or recreational status for tax purposes; and
 - (d) Has the prior approval of such public entity as shall be required from time to time to approve alterations to the Deeds of Charitable Trusts pursuant to the Charities Act 2005 or any Act or Acts in substitution therefor.
23. **Liquidation / Dissolution**
- 23.1 **Resolution:** The Trustees and the Electoral College may by separate Special Resolutions at any time determine to wind up the Trust, The winding up or dissolution of the Trust shall be by unanimous resolution of all the Trustees at a meeting of the Trustees called for that purpose. There shall be no less than 30 days' notice given of such meeting to the Trustees. Any such meeting shall be called only after the Electoral College has passed a Special Resolution authorising the Trustees to wind up the Trust.
- 23.2 **Surplus property:** On the winding-up of the Trust or its dissolution by the Registrar of the High Court under the Charitable Trusts Act 1957, all surplus assets after the payment of costs, debts and liabilities shall be given to such exclusively charitable organisation within New Zealand as the Trustees decide, or, if the Trustees are unable to make such decision, shall be disposed of in accordance with the directions of the High Court under section 27 of the Charitable Trusts Act 2005.
24. **Governing Law**
- 24.1 The Trust shall be governed by and construed in accordance with the laws of New Zealand.

Executed as a deed:

Signed by EQUESTRIAN SPORTS NEW ZEALAND INCORPORATED

In the presence of:

M A Bond
SIGNATURE OF WITNESS

Melanie Bond
NAME OF WITNESS

Administration Manager
OCCUPATION OF WITNESS

Rolleston
CITY / TOWN OF RESIDENCE OF WITNESS

NBZ/le
SIGNATURE OF DIRECTOR OF EQUESTRIAN SPORTS
NEW ZEALAND INCORPORATED

Signed by KATHRYN MARY ROBERTS

In the presence of:

SIGNATURE OF WITNESS

NAME OF WITNESS

OCCUPATION OF WITNESS

CITY / TOWN OF RESIDENCE OF WITNESS

SIGNATURE OF KATHRYN MARY ROBERTS

Signed by LESLEY ANNE GOING

In the presence of:

SIGNATURE OF WITNESS

NAME OF WITNESS

OCCUPATION OF WITNESS

CITY / TOWN OF RESIDENCE OF WITNESS

SIGNATURE OF LESLEY GOING

Executed as a deed:

Signed by EQUESTRIAN SPORTS NEW ZEALAND INCORPORATED

in the presence of:

SIGNATURE OF DIRECTOR OF EQUESTRIAN SPORTS
NEW ZEALAND INCORPORATED

SIGNATURE OF WITNESS

NAME OF WITNESS


OCCUPATION OF WITNESS

CITY / TOWN OF RESIDENCE OF WITNESS


Signed by KATHRYN MARY ROBERTS
in the presence of:



SIGNATURE OF KATHRYN MARY ROBERTS



SIGNATURE OF WITNESS



NAME OF WITNESS

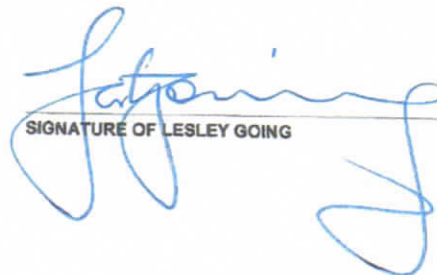


OCCUPATION OF WITNESS



CITY / TOWN OF RESIDENCE OF WITNESS

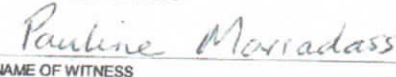
Signed by LESLEY ANNE GOING
in the presence of:



SIGNATURE OF LESLEY GOING




SIGNATURE OF WITNESS



NAME OF WITNESS



OCCUPATION OF WITNESS



CITY / TOWN OF RESIDENCE OF WITNESS

Signed by CINDY LORA MITCHENER
in the presence of:

C.L. Mitchener

SIGNATURE OF CINDY MITCHENER

Grace

SIGNATURE OF WITNESS

Grace McCarthy

NAME OF WITNESS

Office manager

OCCUPATION OF WITNESS

Puckland

CITY / TOWN OF RESIDENCE OF WITNESS

Signed by GLEN ADRIAN BEAL
in the presence of:

SIGNATURE OF GLEN ADRIAN BEAL

SIGNATURE OF WITNESS

NAME OF WITNESS

OCCUPATION OF WITNESS

Signed by NEIL MACKENZIE-HALL
in the presence of:

SIGNATURE OF NEIL MACKENZIE-HALL

SIGNATURE OF WITNESS

NAME OF WITNESS

OCCUPATION OF WITNESS

CITY / TOWN OF RESIDENCE OF WITNESS

Signed by CINDY LORA MITCHENER
in the presence of:

SIGNATURE OF CINDY MITCHENER

SIGNATURE OF WITNESS

NAME OF WITNESS

OCCUPATION OF WITNESS

CITY / TOWN OF RESIDENCE OF WITNESS

Signed by GLEN ADRIAN BEAL
in the presence of:



SIGNATURE OF GLEN ADRIAN BEAL



SIGNATURE OF WITNESS



NAME OF WITNESS



OCCUPATION OF WITNESS

Signed by NEIL MACKENZIE-HALL
in the presence of:

SIGNATURE OF NEIL MACKENZIE-HALL

SIGNATURE OF WITNESS

NAME OF WITNESS

OCCUPATION OF WITNESS

CITY / TOWN OF RESIDENCE OF WITNESS

Signed by CINDY LORA MITCHENER
in the presence of:

SIGNATURE OF CINDY MITCHENER

SIGNATURE OF WITNESS

NAME OF WITNESS

OCCUPATION OF WITNESS

CITY / TOWN OF RESIDENCE OF WITNESS

Signed by GLEN ADRIAN BEAL
in the presence of:


SIGNATURE OF GLEN ADRIAN BEAL

SIGNATURE OF WITNESS

NAME OF WITNESS

OCCUPATION OF WITNESS

Signed by NEIL MACKENZIE-HALL
in the presence of:



SIGNATURE OF NEIL MACKENZIE-HALL



SIGNATURE OF WITNESS

NAME OF WITNESS

OCCUPATION OF WITNESS

CITY / TOWN OF RESIDENCE OF WITNESS

SCHEDULE 1
Further powers of Trustees

1. **Advertise and inform:** The Trustees shall have the power to make known and further the Objects by advertising the manner in which the Trust Fund, or any part of it, has been, is being or will be applied, through established media and by advertising in any medium. The Trustees may also disseminate information of any nature relating to the Trust by written publication or otherwise.
2. **Collect funds:** The Trustees shall have the power to collect funds and raise money by all lawful means (including by gaming machines) and receive, accept encourage and enlist financial and other contributions, subscriptions, sponsorships, donations, legacies, endowments or bequests from any source. The Trustees may also conduct fund raising campaigns in order to further the exclusively charitable Objects of the Trust.
3. **Receive grants and subsidies:** The Trustees shall have the power to receive from the New Zealand Government or any council, board, territorial authority, or body under the jurisdiction of such governmental authority or from any national or international organisation, any grant, subsidy or payment of any kind in order to further the Objects.
4. **Specified trust:** The Trustees shall have the power to carry out any specified trust attaching or relating to any contribution, subscription, sponsorship, donation, legacy, endowment, bequest, grant, subsidy or payment received, to the extent such specified trust conforms with the Objects.
5. **Apply funds:** The Trustees shall have the power to apply any money forming part of the Trust Fund to the promotion and advancement and development of the Objects in any way they think fit.
6. **Invest funds:** The Trustees shall have the power to invest any money forming part of the Trust Fund in any of the ways authorised by law for the investment of trust funds including (if the Trustees think fit) on mortgage of land either by the Trustees alone or together with any person or persons as a contributory mortgagee.
7. **Acquire property:** The Trustees shall have the power to acquire any real or personal property or interest in such property (whether in New Zealand or elsewhere) whether by purchase, lease, hire, exchange or otherwise and on such terms and conditions as the Trustees think fit.
8. **Sell and reinvest:** The Trustees shall have the power to sell, join in, call in or convert all or any part of any real or personal property forming part of the Trust Fund in such manner and subject to such terms and conditions as the Trustees think fit. The Trustees may also reinvest the proceeds of such sale, calling in or conversion in such manner as they think fit.
9. **Postpone sale:** The Trustees shall have the power to postpone the sale of any real or personal property forming part of the Trust Fund for so long as the Trustees think fit, even if such property is wasting, speculative or declining in nature.

10. **Lease:** The Trustees shall have the power to let, lease, licence or bail to any person or persons any freehold or leasehold property or any plant or chattels or interest in any such property forming part of the Trust Fund, either from year to year or for any term or period, and for such rental, and subject to such covenants and conditions, as the Trustees think fit. The Trustees may also accept surrenders of lease and tenancies and generally manage any lease, licence or bailment as the Trustees think fit.
11. **Pay debts:** The Trustees shall have the power to apply any income or capital of the Trust Fund in, for, or towards payment of any fees, costs, disbursements, debts or other liabilities or any part of such liabilities, owing by or in respect of the Trust Fund or incurred in connection with the trusts. Such power shall apply whether or not the liabilities are charged upon the Trust Fund or on any part of it, and whether or not the Trustees are contractually or otherwise legally liable for the payment of the fees, costs, disbursements, debts or other liabilities.
12. **Acquire or carry on business:** The Trustees shall have the power to establish, acquire, carry on, or join in carrying on, or franchise any business or venture of any nature or any interest in such business or venture, from any person, or to commence, enter into, or to form any entity whether incorporated or not to enter into, or carry on or be engaged or concerned in any business or venture. This power applies whether or not such business or venture was carrying on at the time of execution and may be applied for such period or periods, and in such manner as the Trustees think fit, either alone or in partnership or otherwise with any other person or persons. This power includes the power to do or join in doing all things which the Trustees consider necessary, expedient or desirable in connection with such business or venture including without limitation:
 - (a) employing or contracting such managers, employees, contractors, agents and others as the Trustees think fit, on terms and conditions as they think fit;
 - (b) using and employing the whole, or any part of the capital or income of both, of the Trust Fund;
 - (c) advancing to or employing any additional capital or income of the Trust Fund which the Trustees consider advisable to effectively carry on the business;
 - (d) managing or joining in the management; and
 - (e) withdrawing money from such business or venture.
13. **Establish reserve fund:** The Trustees shall have the power to establish, accrue and subscribe to any sinking, depreciation or reserve fund for any purpose the Trustees deem advisable and to determine in their discretion whether that fund is income or capital.
14. **Join in partition:** The Trustees shall have the power to consent to and join in the partition of any assets in which the Trust Fund is interested and to take a transfer of a divided or undivided share or interest in any such assets.

15. **Maintain property:** The Trustees shall have the power generally to maintain, manage, repair, improve or develop any real or personal property, or any interest, which forms part of the Trust Fund in such manner as the Trustees think fit.
16. **Companies:** The Trustees shall have the power in respect of any company or companies in which the Trustees hold or are entitled to or propose to hold shares or debentures:
 - (a) to pay calls on shares;
 - (b) to act as an officer or officers, employee or employees of the company, either alone or in conjunction with others;
 - (c) to appoint any person to act as a director of any company and if necessary to transfer to such person a sufficient number of shares to be held by them in trust for the Trustees to qualify such person as a director;
 - (d) to provide, out of the Trust Fund, capital or further capital for the company whether by advances or loans (with or without security) by deposit on current account or otherwise, by guarantees (with or without security) or by taking shares or further shares or in such other manner and on such terms as the Trustees think fit;
 - (e) in any liquidation, reconstruction, or amalgamation of the company to:
 - (i) concur on such terms as the Trustees think fit or on the terms of any surrender of rights attaching to all or any shares;
 - (ii) exercise in such manner as the Trustees think fit any powers which the rules of the company vest in the Trustees as directors or members of the company;
 - (iii) accept fully paid or partly paid up shares or debentures or other interests in or securities of any company as the consideration (or partial consideration); and
 - (iv) generally act in relation to the company in such manner as the Trustees think fit.
17. **Borrow:** The Trustees shall have the power to borrow or raise any monies on mortgage or overdraft or otherwise, with or without security, from any person or person at such rate of interest and on such terms and conditions as the Trustees think fit. The Trustees shall also have the power to sign any mortgage, deed, charge, arrangement or other document in connection with such borrowing.
18. **Guarantee:** The Trustees shall have the power to enter, or join in entering into, any guarantee by the Trustees alone or together with any person or persons, the giving of which the Trustees consider is in the interests (direct or indirect) of the Trust Fund or the promotion of the Objects. The Trustees also have the power to authorise any company in which the Trustees hold shares to enter into such a guarantee or to enter into any other arrangement which the Trustees consider is in the interests of the Trust Fund or the promotion of the Objects.

19. **Give security:** The Trustees shall have the power to give security, whether alone or together with any other person or persons, the giving of which the Trustees shall consider to be in the interests (direct or indirect) of the Trust Fund or of the promotion of the Objects. The Trustees also have the power to authorise any company in which the Trustees hold shares to give such security.
20. **Settle accounts:** The Trustees shall have the power to agree and settle accounts with all persons liable to account to the Trustees and to compromise questions relating to the Trust Fund and to grant receipts, discharges and releases from such accounts.
21. **Appoint agents:** The Trustees shall have the power to instruct and pay any person to transact all or any business or do any act required to be transacted or done in the execution of the trusts including the receipt and payment of money. The Trustees shall not be responsible for any default of any such person appointed in good faith or for any loss occasioned by such person's instruction.
22. **Delegate:** The Trustees shall have the power to delegate any of its powers to any Trustee or Trustees, or person or persons (including a committee or an employee), provided that such delegation shall be recorded in writing by the Trustees.
23. **Make policies, rules etc:** The Trustees shall have the power to make policies, rules, guidelines and other determinations in governing the Trust.
24. **Bank accounts:** The Trustees shall have the power to open or maintain such current or other accounts at such banks or other institutions and in such manner as the Trustees from time to time determine.
25. **Amalgamate or merge:** The Trustees shall have the power to amalgamate or merge the Trust with any other exclusively charitable trust or organisation and to transfer all or part of the Trust Fund to such amalgamated or merged trust.
26. **Insure:** The Trustees shall have the power to insure against loss or damage by any cause of any insurable property forming part of the Trust Fund, and to insure against any risk or liability against which it would be prudent for a person to insure if they were acting for themselves, for such amounts and on such terms as the Trustees may from time to time think fit.
27. **Contributions:** The Trustees shall have the power to make payment and contribute to any charitable or other trust having substantially similar objects as the Objects,
28. **Statutory authorisation:** The Trustees shall have the power to do all or any of the things which they are authorised to by the Trustees Act 1956.
29. **General:** The Trustees shall have the power to do all such other things as in the opinion of the Trustees are incidental or conducive to the attainment of the Objects.
30. **Exercise powers independently:** None of the powers conferred on the Trustees in this Schedule or otherwise shall be deemed subsidiary or ancillary to any other power and the Trustees shall be entitled to exercise all or any of them independently of each other.

SCHEDULE 2
Provisions relating to the Electoral College

1. **Appointments and replacements:** The Electoral College shall comprise five Members. Subject to the provisions of clause 7 of this Schedule, the following organisations shall each appoint and may replace a Member or Members to the Electoral College by notice in writing to the Chairman of the Electoral College or in the Chairman's absence to the Chairman of the Trustees as follows:
 - (a) Equestrian Sports New Zealand Incorporated shall appoint and may replace three Members;
 - (b) New Zealand Pony Clubs Incorporated shall appoint and may replace one Member;
 - (c) An Incorporated Society or Charitable Trust selected from time to time, in the sole and absolute discretion of Equestrian Sports New Zealand Incorporated as representative of equestrian sports which are not subject to the overall governance of Equestrian Sports New Zealand Incorporated, shall appoint and replace one Member.
2. **Appointment of Chairman:** The Members shall appoint one of their number to be Chairman of the Electoral College. The Chairperson shall hold office until a successor is appointed or the Chairman sooner ceases to be a Member. If a vacancy occurs in the office of the Chairman the Members must, at their first meeting after the vacancy occurs, elect one of their number to be Chairman.
3. **Removal of Trustees:** The Electoral College shall have the power at any time to remove any or all of the Trustees, including the Inaugural Trustees. The Electoral College in exercising its power of removal of Trustees, shall have regard to the need for the Trustees:
 - (a) To observe and adhere to the Objects of the Trust, and
 - (b) To manage the Trust at all times on a prudent commercial basis.
4. **Equestrian Sports New Zealand Incorporated appointees:** The Members appointed by Equestrian Sports New Zealand Incorporated shall be responsible following the establishment of the Trust to:
 - (a) Liaise with the organisations described in Clauses 1(b) and 1(c) of this Schedule;
 - (b) Convene the first meeting of Electoral College Members; and
 - (c) To convene a meeting of the Electoral College where that is necessary to appoint a Chairperson, as provided in clause 2 of this Schedule.
5. **Appointment of Trustees:** In carrying out its duties to appoint Trustees prior to the commencement of each Term the Electoral College shall:
 - (a) Ensure as far as practicable that at the commencement of each Trustee's Term, the number of Trustees appointed for the

ensuring three year period is not less than the minimum number provided for in clause 10.1.

- (b) Appoint as Trustees persons who:
 - (i) Collectively have a range of business competencies, leadership qualities and sporting, in particular equestrian sports, and cultural interests, and
 - (ii) Are in the opinion of the Electoral College best suited to:
 - (aa) Carry out the Objects;
 - (bb) Manage the Trust on a prudent commercial basis; and
 - (cc) Make the Trust successful.
- (c) Consult with the Chairman of the Board to obtain the Chairman's views as to:
 - (i) The performance of each of the Trustees during that Trustee's preceding Term;
 - (ii) The appropriate mix amongst the Trustees for the next ensuing term of business competencies, leadership qualities and the other attributes referred to in subparagraph (b) (i) above;
 - (iii) The number of Trustees, if any, in addition to the minimum number provided for in clause 10.1.
- (d) Advertise in such manner as the Electoral College shall think fit any Trust vacancies, which advertisement will set out the details of the business competencies and leadership qualities and other attributes the Electoral College seeks in applicants for the Trustee vacancies it wishes to fill.

6. Failure to appoint: If an Electoral College Appointor:

- (a) fails to appoint a Member or Members (as the case may be) to the Electoral College from time to time; or
- (b) ceases to exist as a legal entity; or
- (c) resigns from its role as an Electoral College Appointor,

(lapsed Electoral College Appointor') then in any such circumstances a replacement Electoral College Appointor shall be appointed in substitution for the Lapsed Electoral College Appointor in accordance with clause 7 of this Schedule.

7. Replacement and/or additional Electoral College Appointor: Upon the happening of any one of the circumstances described in clause 6 of this Schedule or in the event that the Electoral College should elect to increase the numbers of Electoral College Appointors, the Electoral College and the Trust

Board shall jointly appoint a replacement and/or additional Electoral College Appointor in accordance with the following procedure:

- (a) The Chairman of the Electoral College must advise the Chairman of the Board as soon as the Chairman of the Electoral College becomes aware of the need to appoint a replacement for a Lapsed Electoral College Appointor;
 - (b) The replacement Electoral College Appointor must be an organisation that represents the same community of interest, as nearly as is practicable, within the region as was represented by the Lapsed Electoral College Appointor;
 - (c) The respective Chairmen of the Electoral College and Board must consult with each other and confer with their respective Members or Trustees (as the case may be) to consider and agree a suitable replacement for the Lapsed Electoral College Appointor;
 - (d) The process of consultation, in the case of Members shall also include those Members consulting with their respective Electoral College Appointor;
 - (e) The appointment of a replacement Electoral College Appointor shall be made by separate ordinary resolutions passed by the Members and the Board.
8. **Time for appointing:** The Electoral College and the Trust Board shall act expeditiously in appointing a replacement for a Lapsed Electoral College Appointor when the need to do so arises. However, there is no time limit for appointing a replacement Electoral College Appointor. The reduction in Members in the Electoral College that arises when there is a Lapsed Electoral College Appointor does not effect or limit the Electoral College in carrying out its functions and responsibilities pending the appointment of a further Member or Members (as the case may be) by a replacement Electoral College Appointor.
9. **Term of office:** Each Member shall hold office at the pleasure of the Electoral College Appointor by whom that Member was appointed. However, no Member shall hold office for more than nine years in total whether that period in office is served continuously or in separate parts.
10. **Time and place of meetings:** Meetings of the Electoral College shall be held at such times and places as the Electoral College or its Chairman determines.
11. **Quorum:** At every meeting of the Electoral College a quorum shall be at least one-half of the Members from time to time appointed to the Electoral College.
12. **Chairman absent:** If the elected Chairman is not present at any meeting, the Members present must elect one of their number to preside at that meeting, and the Member presiding shall have all the powers of the Chairman for the purposes of that meeting.
13. **Voting:** Unless in this deed any question is required to be determined by a Special Resolution every question before the Electoral College shall be determined by a simple majority of votes of the Members present at the

meeting, Each Member shall be entitled to exercise one vote in respect of all questions before the Electoral College. The Chairman has a deliberative vote, and in any case where there is an equality of votes, also has a casting vote.

14. **Alternates:** An Electoral College Appointor who appoints a Member or Members College may appoint an alternate Member or Members for that Member at any time. An alternate Member may act in place of the Member if the Member is incapacitated by illness, absence or other sufficient cause from acting as a Member. This provision shall also apply in respect of an alternate to an alternate Member.
15. **Regulation of procedures:** Subject to the provisions in this deed the Electoral College may regulate its procedures in such a manner as it thinks fit,
16. **Costs and expenses:** All reasonable costs and expenses incurred by the Electoral College in carrying out its responsibilities shall be met by the Trust.
17. **Members not to be Trustees:** A current Member shall not be eligible for appointment as a Trustee.