

Dyslexia Foundation of New Zealand

Recognition · Understanding · Action

DYSLEXIA FOUNDATION OF NEW ZEALAND

BETWEEN

Guy William Clayton Pope-Mayell
&
Suzanne Jane Pope-Mayell
("the Settlers")

AND

Guy William Clayton Pope-Mayell
&
Suzanne Jane Pope-Mayell
&
Lorna Helen Timms
("the Trustees")



THIS DEED is made this 20th day of October 2006

PARTIES

- 1 **GUY WILLIAM CLAYTON POPE-MAYELL** company director and **SUZANNE JANE POPE-MAYELL** educator both of Christchurch ("Settlers")
- 2 **GUY WILLIAM CLAYTON POPE-MAYELL, SUZANNE JANE POPE-MAYELL** and **LORNA HELEN TIMMS** tutor of Christchurch ("Trustees")

BACKGROUND

- A The Settlers wish to establish a charitable trust in New Zealand ("the trust") for the purposes described in clause 6 of this deed.
- B The Settlers have, concurrently with the execution of this deed, transferred to and vested in the trustees the sum of ONE THOUSAND DOLLARS (\$1,000.00) to be held upon and subject to the trusts set forth in this deed.
- C The Trustees have been appointed by nomination as follows:
 - 1 Guy Pope-Mayell by Suzanne Jane Pope-Mayell;
 - 2 Suzanne Jane Pope-Mayell by Guy Pope-Mayell;
 - 3 Lorna Helen Timms by Guy Pope-Mayell and Suzanne Jane Pope-Mayell.
- D The parties have agreed to enter into this deed specifying the purposes of the trust and providing for its control and government.

THIS DEED WITNESSES

- 1 **Interpretation**
 - 1.1 In this deed, unless the context otherwise requires the following expressions shall have the meaning ascribed to them:
 - (a) The "objects", the "purposes", the "charitable purposes" and the "trust purposes" shall mean the "trust purposes" as set out in clause 6 of this deed.
 - (b) "Trust Fund" means the sum of ONE THOUSAND DOLLARS (\$1,000.00) given to the Trustees. It also includes any money, investments or other property paid or given to or acquired by the Trustees after this deed has been signed with the intention that it be held by the Trustees on the trusts and with the powers set out in this deed. The Trust Fund also includes the sale proceeds or conversion of any asset in the Trust Fund and the net income arising in each financial period, as determined by the Trustees, from the same.
 - (c) "Trustees" includes the Trustees or Trustee for the time being of trusts created under this deed whether original, additional or substituted.

1.2 Headings are for convenience only and are not to be used as aids to the interpretation of this deed.

2 Declaration of Trust

2.1 The Trustees acknowledge that the Trustees will hold the Trust Fund on trust for the charitable purposes specified in clause 6 and in accordance with the provisions of this deed ("the Trust").

3 Name

3.1 The name of the Trust shall be the "**DYSLEXIA FOUNDATION OF NEW ZEALAND**".

4 Office

4.1 The office of the Trust shall be such place in Christchurch as the Board of Trustees may determine.

5 Activities Limited to New Zealand

5.1 The activities of the Trust will be limited to within New Zealand.

6 Purposes

6.1 The purposes and aims of the trust are to devote or apply both capital and income of the trust fund to, or for, any charitable purpose in New Zealand, which are from time to time selected by the trustees and are valid charitable purposes and it is declared that the provisions and effect of this clause shall not be altered, negated or otherwise modified on a basis which would result in the trust ceasing to be for charitable purposes within New Zealand. Without limiting this in any way, such purposes may also include:

- (a) increasing the awareness, recognition, understanding, and acceptance of dyslexia as a way of thinking in New Zealand; and
- (b) providing information, resources, assistance, facilities and undertaking any activities that support the valid charitable purpose(s) in New Zealand selected by the trustees from time to time.

6.2 Notwithstanding anything herein contained or implied, no power or reservation expressed or implied herein shall authorise the trustees to do or suffer any act which does not further the charitable purposes hereof and the declaration of charitable purposes herein shall at all times be paramount so as to exclude any act or omission which is or may be deemed to be not in accordance with such purposes.

7 Members of the Board

7.1 Numbers

The Board of Trustees ("the Board") shall consist of not less than three (3) nor more than five (5) trustees ("members"). The initial members of the Board shall be the Trustees pursuant to this deed.

7.2 Term of Board

Unless otherwise specified in this deed each member of the Board shall hold office for a term of one (1) year, or until she or he dies, or is declared bankrupt, or shall have his or her property affairs managed under the Protection of Personal and Property Rights Act 1988 upon the grounds of lack of competency to manage those affairs, or is a "patient" as defined in s2 of the Mental Health (Compulsory Assessment and Treatment) Act 1992, or indicates in writing that she or he wishes to resign from the Board. Any retiring member shall be eligible for re-appointment.

7.3 Appointment of New Trustees

The filling of vacancies on the Board shall be carried out as follows:

- (a) in the case of retirement or replacement of the members of the Board appointed by nominating parties, by appointment by the same nominating parties (or the survivor of them if acting jointly) or in the person or persons as the nominating party may by deed (revocable or irrevocable) or by will nominate for the purpose and if there is no such person capable of or willing to exercise such power then in the administrator or the executors or Trustees for the time being of the nominating party provided that if there is no administrator, executor or Trustee able or willing to act then the statutory provisions of the Trustee Act 1956 for the appointment or removal of Trustees shall apply; and
- (b) in the case of retirement or replacement of other members of the Board, without there being any obligation to make any appointment, by appointment by the Board.

7.4 Appointment of Further Trustees

The Board may at any time appoint up to two (2) further members for terms which shall expire no later than the time when the terms of the members of the Board appointed by nominating parties expire.

7.5 Termination of Trusteeship

- (a) The Board may, by a motion decided by a two-thirds (2/3) majority of votes, terminate a member's membership of the Board if it believes that such action is in the best interest of the trust.
- (b) The person or persons having power to nominate new trustees pursuant to clause 7.3 (a) herein (provided that if there is no administrator, executor or Trustee able or willing to act then the statutory provisions of the Trustee Act 1956 for the appointment or removal of Trustees shall apply) shall have power without being obliged to give any reason to remove their nominee as trustee provided that if such removal will result in the number of continuing trustees being reduced to below three (3) this power of removal shall be exercisable only in conjunction with the appointment of a new trustee or new trustees so that there shall at all times be at least two trustees.

8 Powers

8.1 General and Specific Powers

In addition to the powers implied by the general law of New Zealand or contained in the Trustee Act 1956, the powers which the Board may exercise in order to carry out its charitable purposes are as follows:

- (a) to use the fund of the trust as the Board thinks necessary or proper in payment of the costs and expenses of the trust, including the employment of professional advisers, agents, officers and staff as appears necessary or expedient; and
- (b) to purchase, take on lease or in exchange or hire or otherwise acquire any land or personal property and any rights or privileges which the Board thinks necessary or expedient for the purpose of attaining the objects of the trust and to sell, exchange, bail or lease, with or without option of purchase, or in any manner dispose of any such property, rights or privileges as aforesaid; and
- (c) to carry on any business; and
- (d) to invest surplus funds in any way permitted by law for the investment of trust funds and upon such terms as the Board in its absolute discretion thinks fit and the trustees are not liable for any decision, or failure, to not diversify investments; and
- (e) to borrow or raise money from time to time, with or without security, and upon such terms as to priority and otherwise as the Board thinks fit; and
- (f) to do all things as may from time to time be necessary or desirable to enable the Board to give effect to and to attain the charitable purposes of the trust; and
- (g) the Trustees may in their absolute discretion pay, apply or transfer the whole or any part of the capital of the Trust Fund to the charitable purposes and this may be done at such times, in such manner and subject to such terms and conditions as the Trustees may decide; and
- (h) the Trustees may accumulate the income of the Trust Fund in any accounting period. This accumulated income may be added to the capital of the Trust Fund to be held on the same trusts. This power is in addition to any other power the Trustees may have to accumulate income.

8.2 Incorporation

The Board is empowered to seek incorporation in accordance with the provisions of the Charitable Trusts Act 1957.

8.3 Employment

Under clause 8.1(a) the Board may employ as agents, officers, and staff, persons who are members of the Board.

9 Income, Benefit or Advantage to be Applied to Charitable Purposes

9.1 Application

Any income, benefit or advantage shall be applied only to the charitable purposes of the trust.

9.2 Influence

No member of the trust or person associated with a member of the trust shall participate in, or materially influence, any decision made by the trust in respect of the payment to or on behalf of that member or associated person of any income, benefit

or advantage whatsoever, except where that income, benefit or advantage is derived from:

- (a) professional services to the trust rendered in the course of business charged at no greater rate than current market rates; or
- (b) interest on money lent at no greater rate than current market rates.

9.3 Reasonableness Required

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

9.4 No private benefit

No individual member or associated person shall receive any form of private income, benefit or advantage from the operations.

9.5 Entrenchment

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

10 Proceedings of the Board

10.1 Meetings

The Board shall meet at such times and places as it determines, and shall elect a chairperson from amongst its members at its first meeting and at every subsequent annual general meeting.

10.2 Chairperson

The chairperson shall preside at all meetings of the Board at which she or he is present. In the absence of the chairperson from any meeting, the members present shall appoint one of their number to preside at that meeting.

10.3 Quorum

At any meeting of the Board a majority of members shall form a quorum and no business shall be transacted unless a quorum is present.

10.4 Voting

All questions before the Board shall be decided by consensus. However, where a consensus decision cannot be reached on a question, it shall, unless otherwise specified in this deed, be put as a motion to be decided by a majority of votes. If the voting is tied, the motion shall be lost.

11 Accounts

11.1 True and Fair Accounts

The Board shall keep true and fair accounts of all money received and expended.

11.2 Audit

The Board shall, as soon as practicable after the end of every financial year of the Board, cause the accounts of the Board for that financial year to be audited by an accountant appointed for that purpose and the audited accounts shall be made available to the public.

12 Power to Delegate

12.1 Power to Delegate

The Board may, from time to time, appoint any committee and may delegate any of its powers and duties to any such committee or to any person, and the committee or person, as the case may be, may without confirmation by the Board exercise or perform the delegated powers or duties in like manner and with the same effect as the Board could itself have exercised or performed them.

12.2 Delegate Bound

Any committee or person to whom the Board has delegated powers or duties shall be bound by the charitable terms of the trust.

12.3 Delegation Revocable

Every such delegation shall be revocable at will, and no such delegation shall prevent the exercise of any power or the performance of any duty by the Board.

12.4 Delegate Need not be Trustee

It shall not be necessary that any person who is appointed to be a member of any such committee, or to whom any such delegation is made, be a member of the Board.

13 Common Seal

13.1 The Board shall have a common seal which shall be kept in the custody of the secretary, or such other officer as shall be appointed by the Board, and shall be used only as directed by the Board. It shall be affixed to documents only in the presence of, and accompanied by the signature of, two members of the Board.

14 Alteration of Deed

14.1 The Board may, by consensus or pursuant to a motion decided by a two thirds majority of votes, by supplemental deed, make alterations or additions to the terms and provisions of this deed provided that no such alteration or addition shall:

- (a) detract from the exclusively charitable nature of the trust or result in the distribution of its assets on winding up or dissolution for any purpose that is not exclusively charitable; or
- (b) be made to clauses 9, 14 or 15 unless it is first approved in writing by the Department of Inland Revenue or other authorised body.

15 Disposition of Surplus Assets

15.1 The Board may be wound up if at a general meeting of Board members, it passes a resolution to wind up the Trust and that resolution is confirmed at a subsequent general meeting called for that purpose and held not sooner than the 28th day and not later than the 42nd day after the date on which the resolution to be confirmed was passed.

15.2 If, either on the winding up, failure or dissolution of the trust, or in the case of the Board having incorporated in accordance with the provisions of the Charitable Trusts Act 1957 (or other act passed in substitution for the same) on the liquidation of the Board or on its dissolution by the Registrar, there remains, after payment of all of the trust debts and liabilities, any property or assets whatsoever, they shall be given or

transferred to trustees for carrying out charitable purposes within New Zealand similar to those set out in this deed, or be applied for such charitable purposes within New Zealand as the Board may, by resolution, determine at, before, or during the winding up, failure, dissolution or liquidation. If the Board is unable to make such decision, such property shall be disposed of in accordance with the directions of a Judge of the High Court pursuant to section 27 of the Charitable Trusts Act 1957 on the application of any member of the Board.

16 Limitation & indemnity

16.1 The Trustees will not be liable for any loss which is not attributable to dishonesty or to the wilful commission by the Trustees of an act known to the Trustees to be a breach of trust.

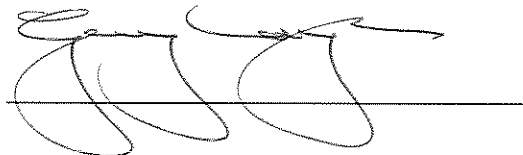
16.2 Each of the Trustees shall be entitled to a full and complete indemnity from the Trust Fund for any personal liability such trustee may incur in any way arising out of or in connection with such Trustee acting or purporting to act as a Trustee provided that such liability is not attributable to dishonesty or to the wilful commission by the Trustees of an act known to the Trustees to be a breach of trust.

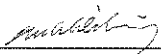
17 Onerous property

17.1 The Trustees will not be bound to accept or take the transfer of any company shares which are not fully paid up, or of any leasehold property, or of any other property which is or may be subject to a liability which could result in the registered or legal owner of such property incurring a liability.

IN WITNESS this deed is duly executed.

SIGNED by **GUY WILLIAM
CLAYTON POPE-MAYELL**
as Settlor in the presence of:)
)
)





Witness signature

Full name David Willreg Frank WILDING

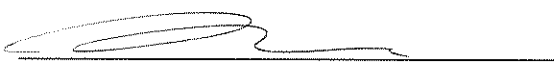
Occupation Solicitor

Christchurch

Address



SIGNED by)
SUZANNE JANE POPE- MAYELL)
as Settlor in the presence of:)



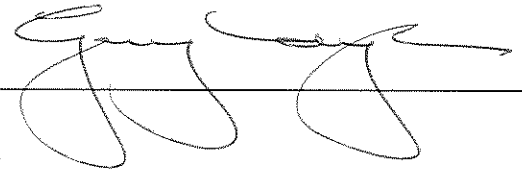
David Wilding
Witness signature

~~David Wilfred Frank WILDING~~
Full name

Solicitor
~~Saunders Robinson~~
Occupation
Christchurch

Address

SIGNED by)
GUY WILLIAM)
CLAYTON POPE-MAYELL)
as Trustee in the presence of:)



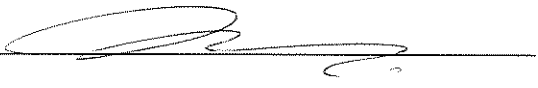
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David Wilding
Witness signature

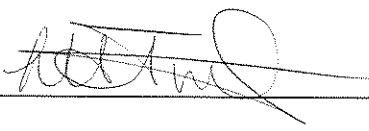
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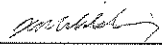
Solicitor
~~Saunders Robinson~~
Occupation
Christchurch

Address



SIGNED by)
LORNA HELEN TIMMS)
as Trustee in the presence of)





Witness signature

Full name David Wilfred Frank WILDING

Occupation Solicitor

Address Saunders Robinson

Address Christchurch

Address _____

