



Cover sheet

Variation of trust /Alteration of rules of a charitable trust board

Sections 23 and 61 Charitable Trusts Act 1957

NOTES

Use this form to notify the Registrar of Incorporated Societies of changes to a Board's trust deed or rules.

Changes and amendments must be attached to this cover sheet separately.

Please enter the name as it appears on the Register of Charitable Trust Boards. You can confirm the full name by carrying out a Register Search at www.societies.govt.nz.

1. Name of Board

MATAMATA CHRISTIAN SCHOOL ASSOCIATION INCORPORATED

2. Registered number

459347

3. Complete this checklist before filing this notice

Tick all options that apply to this variation of trusts/alteration of rules

- The variation of trust/alteration of rules complies with the Charitable Trust Act 1957.
- Any change to the purpose of the charitable trust must comply with the Act.

Note | The document can only be registered if the purpose continues to fall within the following categories:

- the promotion of education;
- the promotion of religion;
- the relief of poverty; or
- other purposes of benefit to the community.

- Does the variation of trust/alteration of rules include a name change for the board?
- If you are changing the name of the Board, have you checked that the name is available by doing a Register Search at www.companies.govt.nz?

Note | Section 15 of the Charitable Trusts Act 1957 regulates Board names generally.

4. Signature

[Handwritten Signature]

Foss Michael Shanahan

5. Date

15 October 2015

Foss Michael Shanahan
Barrister & Solicitor
High Court of New Zealand
Shanahan Law
45 Johnston Street
Wellington, New Zealand

6. Your contact details

Name and postal address

Shanahan Law
PO Box 10-663
Wellington

Email

Telephone

IN THE MATTER of

Section 23 of The Charitable Trust Act 1957

AND

IN THE MATTER of

MATAMATA CHRISTIAN SCHOOL ASSOCIATION INCORPORATED (No. 459347)

Je *SM* *Allan*
I, **SPENCE^A REICHARDT** Chairman of Matamata Christian School Association declare as follows:

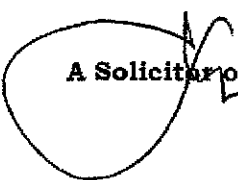
1. I am a Trustee and Chairman of the "Proprietor Board" of **MATAMATA CHRISTIAN SCHOOL ASSOCIATION INCORPORATED** under the Charitable Trusts Act 1957 ("**Association**").
2. I am authorised to make this declaration on behalf of the Association.
3. The Trustees of the Association by unanimous resolution dated 6 August 2015 have agreed to the following:
 - (a) **Adopt New Constitution:** Adopt a new Constitution for the Association in accordance with the unanimous resolution of the Trustees dated 6 August 2015 ("**New Constitution of the Association**");
 - (b) **Rescind Constitution:** Rescind the existing Constitution of "Matamata Christian School Association Incorporated" dated 27 March 1990 and registered under the Charitable Trusts Act 1957 on 5 September 1990 in accordance with the New Constitution of the Association dated 6 August 2015;
4. **Annexed to this Declaration** is a copy of the following:
 - (a) Minutes of the Special Meeting of the Matamata Christian School Association held on Thursday **6 August 2015** unanimously approved the following:

That the Constitution of the Matamata Christian School Association inc dated 27 March 1990 and registered under the Charitable Trusts Act 1957 on September 1990, be rescinded, and the Constitution dated 23 April 2015 approved at a meeting of the Proprietors board held 23 April 2015 be adopted.
 - (b) Matamata Christian School Association Incorporated New Constitution dated 6 August 2015 ("**New Constitution of the Association**");
5. There has been no variation to the Trusts that is not shown in the **New Constitution of the Association**.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

J *SM* **DECLARED** at Matamata by the said **Spence^A Reichardt** this *15th* day of October 2015 before me:


Spence Reichardt


A Solicitor of the High Court of New Zealand

JAMES DYLAN RAE
Barrister & Solicitor of the
High Court of New Zealand
EDMONDS MARSHALL
MATAMATA

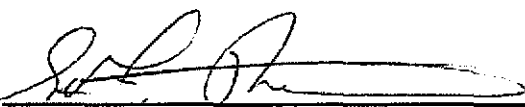
MATAMATA CHRISTIAN SCHOOL ASSOCIATION

Minutes of the Special Meeting of the Matamata Christian School Association
held in Room 4 at Matamata Christian School
on Thursday 6th August 3:15pm

Devotion
Opening prayer by Spence Reichardt

Present
Louise Lambert, Natasha Strauss, Sarah Thurlow, Gina Wellington, Jackie Harris, Michele Lee, Teohinga Paul, Leoni Cane, Alistair Paterson, Leigh Vidamo, Karmenne Prebble, Warren Storey, Emma Neilson, Angela Jones, Spence Reichardt (Chairman)

Motion Considered		
Moved / Seconded By	Motion	Vote/Dissentions
Spence/Louise	That the Constitution of the Matamata Christian School Association inc dated 27 March 1990 and registered under the Charitable Trust Act 1957 on September 1990, be rescinded, and the Constitution dated 23 April 2015 approved at a meeting of the Proprietors board held 23 April 2015 be adopted	Carried unanimously

Signed: 
CHAIRMAN

CONSTITUTION OF THE MATAMATA CHRISTIAN SCHOOL ASSOCIATION

BACKGROUND

- A. The Constitution of Rainbow Park Christian School Association Inc (Registration No 459347) dated 27 March 1990 ("**Association**") was originally registered under the Charitable Trusts Act 1957 on 5 September 1990. The name of the Association was changed to Matamata Christian School Association on 1 May 1996.
- B. The Association as the Proprietor of Matamata Christian School ("**School**") signed an Integration Agreement with the Crown dated 1 May 1998 ("**Integration Agreement**") with an Effective Date of 1 May 1998. Under the Integration Agreement the "Proprietor" is the owner of the School".
- C. At the time that the Integration Agreement for the School with the Crown was signed, the Association's Constitution registered on 5 September 1990 was updated to contemplate the integrated status of the School, however that revised Constitution was never registered.
- D. The Association's revised Constitution has been further revised, and was approved to be put to the Association for adoption at a meeting of the Proprietor Board on the 23 April 2015.
- E. At a Special Meeting of the Association held on the 6th day of August 2015, the Constitution approved by the Proprietor Board dated 23rd April 2015, was considered for adoption in accordance with the Association's existing Constitution. The Association decided to rescind the Constitution registered 5 September 1990, and approved the adoption of The Constitution approved by the Proprietor Board on the 23 April 2015.

Index of Clauses

1. Name
2. Definitions
3. Objects
4. Basis
5. Membership
6. Board of Trustees
7. Meetings (Except Board Meetings)
8. Finance
9. Staff
10. Enrolment Policy for Private School
11. Statement of Faith
12. Controversial Issues
13. Common Seal
14. Amendments
15. Dissolution
16. Trustee Liability
17. Personal interest
18. Limitation of Application
19. Signatories

1. NAME

The name of this Association shall be the "Matamata Christian School Association Incorporated," or such other name as may be approved from time to time by the members, and is hereinafter called the "Association".

2. DEFINITIONS

In this Constitution, unless the context otherwise requires, the following definitions shall apply:

2.1 Gender

The male gender shall include the female gender, subject to the context.

2.2 Ordinary Resolution

An "Ordinary Resolution" shall be any resolution other than a Special Resolution, except under **Section 15 (Dissolution)**, and shall be determined by a simply majority vote of those either present and voting, or voting by proxy.

2.3 Special Resolution

A "Special Resolution" shall be a resolution determined by a two-thirds majority vote of those present. Matters requiring a special resolution shall be specified in this Constitution, or shall be such matters as the Members shall previously agree to require a special resolution.

2.4 Usage of "Child"

"Child" or "children" in relation to membership shall include an adopted child, a foster child, or such other child as is residing with a member and dependant upon that member.

2.5 Usage of Board of Trustees – Integrated Schools

The Schools Board of Trustees is the governing body, separate and distinct from the Association's Board of Trustees (Proprietor), and whose duties are to administer the operational funding and day-to-day function of the school. The Schools Board of Trustees is to be elected and governed by the terms established by the Ministry of Education and the Education Act, and is also bound by the terms, conditions and definitions of the Integration Agreement for the School.

2.6 Usage of Proprietor Board

In order to prevent confusion with the Schools Board of Trustees, the Associations Board of Trustees (see clause 6) shall also be known as the "Proprietor Board".

2.7 Usage of Integration Agreement – Integrated Schools

The Integration Agreement is the legally binding document as negotiated between the Association as the "Proprietor" and the Minister of Education providing for the integration of the School and provides for the maintenance and preservation at all times of the School's special character.

3. OBJECTS

The objects for which the Association is established are (in each case, within New Zealand):

- 3.1 To establish, conduct and maintain a school or schools which will provide an education to the children, in the light of God's word, and in which students are encouraged to develop Christian character and the abilities which God has given them as fully as possible.
- 3.2 To establish, conduct and maintain schools to educate children and adults in subjects normally taught in public and/or private schools in New Zealand, in particular, subjects from year one to year eight grading, or any other grading level, including early childhood, as decided by the Association from time to time, so that all such education shall be also moral and spiritual and in agreement with the basic principles and creeds herein set forth.
- 3.3 To foster, establish, grant, regulate and administer scholarships and other awards for pupils of the school as well as to establish, grant, regulate and administer scholarships for those who, not being already pupils, desire and are qualified so to be.
- 3.4 To buy, lease and otherwise acquire land of whatever tenure and to construct and lay down and maintain parks and playgrounds and to develop, subdivide, sell, lease, sublease, grant rights over or otherwise dispose of land or any interest therein (wholly or for a limited time) for the purpose or the advantage and profit of the Association.
- 3.5 To buy, erect, maintain, repair, alter, enlarge, reduce, demolish, remove, sell or lease buildings and structures of all kinds for the benefit or advantage of the Association or to enable it to carry on its objects or any of them.

- 3.6 To buy, hire, obtain on lease or otherwise acquire and receive all such furniture, chattels, equipment, plant and stock and other personal property of all kinds as may be required or as may be or may seem to be advisable or expedient to acquire or have for the purposes of the Association and to sell, exchange, let or hire or lease or otherwise dispose of furniture, chattels, equipment, plant, stock and personal property of all kinds no longer required or which the Association may deem it advantageous or expedient so to dispose of in any manners aforesaid.
- 3.7 To borrow moneys with or without giving security upon such terms as to rates of interest and times of repayment as the Association may think fit.
- 3.8 To receive, accept, encourage and procure gifts of money and real and personal property of all kinds for the purpose of the Association.
- 3.9 To invest money in any investment within New Zealand in which by law trust funds may be invested.
- 3.10 To operate commercial businesses or enterprises of any sort, including but not limited to farming, on any property owned by or in the possession of the Association, for the benefit of the Association, and for that purpose to buy, sell, bail and lease implements and chattels and breed livestock, with power for the Association to employ and dismiss sharemilkers, engage workers, servants and employees for the purposes of such business with power to employ any of the moneys and other capital of the association in such business.
- 3.11 To do such other things as may seem likely or conducive in assisting the Association in the attainment and carrying on of its objects and to render profitable the properties of the Association whether real and personal or as may encourage and imbue adults and children with the basic principles and creeds hereinafter set forth.

4. BASIS

The final and fully authoritative standard for ruling the life of the Association shall be the Scriptures of the Old and New Testaments.

5. MEMBERSHIP

5.1 Admission to Membership

5.1.1 The responsibility of admitting applicants to Membership of the Association resides with the Board.

5.1.2 Persons wishing to join the Association must apply in writing, confirming their agreement to the Statement of Faith (Section 11), eligibility criteria (Clause 5.2) and any other criteria or conditions as set by the Board from time to time, and annually thereafter be prepared to affirm their commitment.

5.2 Eligibility

Membership shall be open to such persons over the age of eighteen years who:

- (a) are interested in furthering the Objects of the Association,
- (b) are members and regular attenders of a Church whose doctrine is in agreement with the Statement of Faith of this constitution,
- (c) declare their agreement with the Basis and Objects of the Association,
- (d) agree with and accept the Statement of Faith,
- (e) agree to abide by this Constitution,
- (f) indicate clearly their acceptance of Christ personally as Saviour and Lord, and
- (g) give evidence to the satisfaction of the Board of Trustees or its delegated representatives that they are leading lives compatible with Christian principles.

5.3 Resignation

5.3.1 Any member shall have the freedom to resign from the Association at any time by giving notice in writing to the Association Secretary, and shall then cease to be a member.

5.4 Membership Termination

5.4.1 The Board may terminate a persons Membership after giving that person notice of its intention, without being required to give reasons for termination of membership.

5.4.2 The person given notice shall have a reasonable opportunity of being heard and making submission to the Board.

5.4.3 The Board shall be required to consider termination of membership where the member has conducted himself in a manner incompatible with the requirements of membership.

5.5 Membership reinstatement (following termination)

Membership may be reinstated upon application, providing that adequate evidence has been submitted to the Board that the matter requiring remedy has been resolved to the satisfaction of the Board.

6. Board of Trustees

The Association shall have a governing Board of Trustees ("**Board or Proprietor Board**"), the members of which ("**Trustees**") shall be elected from among the Members of the Association. The Board shall ensure that the Constitution is upheld, and shall be the sole governing body of the Association. The Board shall be required to present an annual report of the Association's affairs to the membership, at the annual general meeting.

6.1 Election and Composition of the Association Board of Trustees

6.1.1 The Trustees shall be elected at the Annual General Meeting, or at a Special General Meeting called for that purpose.

6.1.2 The Board shall consist of not less than five and not more than ten Trustees, with the number being set by the Board, with any change being ratified at an AGM.

6.1.3 The term of office of Trustees shall be four years, with the terms ending by rotation over the four year period so that no less than one and no more than three terms shall end in any one year.

6.2 Qualifications of Trustees

6.2.1 Trustees shall reaffirm in writing their full agreement with the Objects (Section 2), the Basis (Section 4) and the Statement of Faith (Section 11) of this Constitution at the beginning of each Board year.

6.3 Nomination of Trustees

The name and signature of each nominee, together with the names and signatures of the proposer and seconder, shall be sent to the Secretary of the Association not less than three weeks before the meeting at which the election is to take place.

6.4 Eligibility

Any two members, of the Association, shall be at liberty to nominate any Member to serve on the Board, excepting that neither principal nor teacher, may be a Trustee.

6.5 Vacancies

6.5.1 In the event of a vacancy on the Board, the Board shall make every effort to fill such vacancy and may at its discretion appoint a Member to fill the vacancy for the unexpired portion of the term, subject to ratification by the members at the Annual General Meeting. Should the position remain vacant ten weeks prior to an AGM, then it shall be filled by election subject to clauses 6 and 7 of this constitution.

6.5.2 A Trustee shall be deemed to have vacated his seat if he:

- (a) resigns; or
- (b) ceases to be a member of the Association; or
- (c) absents himself from two or more consecutive meetings of the Board without the prior permission of the Board; or
- (d) no longer subscribes to the Objects (Section 2), the Basis (Section 4) and the Statement of Faith (Section 11) of this Constitution.

6.6 Removal of Trustee from Office

The Board shall have the power to remove from Office any Appointee, or Trustee in any case where the Board considers it shall be in the interests of the Association, subject to the following conditions:

- (a) The issue involved is communicated to the person concerned and such person shall be given a reasonable opportunity to make submissions.
- (b) The decision to remove such a person shall be pursuant to a Special Resolution of the Board.
- (c) Voting shall be by secret ballot.

6.7 Powers, Duties and Functions of the Board

6.7.1 Powers of the Board

To achieve the board's objectives, the Board shall have all the rights powers and privileges of a natural person of full age and capacity, subject to clause 6.7.2 of this deed.

6.7.2 Powers of the Board limited by this constitution

Nothing in Clause 6.7.1 authorises or entitles the Board to act otherwise than in accordance with the terms of this constitution.

6.7.3 Office Bearers

After each Annual General Meeting, or as required from time to time, the Board shall elect from amongst its own members a Chairman, Deputy Chairman, Secretary and Treasurer, except that the Schools BOT Chairman or Treasurer may not hold the corresponding office on the Board.

6.7.4 Number of Meetings

The Board shall meet at such times as may be necessary but at least once every three months.

6.7.5 Use of Technology

Meetings of Trustees may be held at 2 or more venues, using any technology that gives the Trustees as a whole a reasonable opportunity to participate

6.7.6 Quorum

A Quorum, for any Board meeting, shall consist of a simple majority of Trustees.

6.7.7 Circulating Resolution

A resolution may be passed by the Trustees circulating a resolution and if all of the Trustees have signed a document containing the resolution of the Board of Trustees, the resolution is passed on the day and at the time the document is last signed by a Trustee. Two or more separate documents containing statements in identical terms each of which is signed by one or more Trustees will together be deemed to constitute one document containing a statement in those terms signed by those Trustees on the respective days on which they signed the separate documents.

6.7.8 Duties of Trustees

For such of its schools which are private:

- (a) Determine school policies in harmony with the principles and rules of the Association and in accordance with the Association's decisions.

- (b) Select a Principal and teaching staff who are suitable to carry out the educational programmes and policies for each school according to the philosophy of the Association.
- (c) Select ancillary staff and other employees who are suitable and qualified to assist in the work and objects of the Association.
- (d) Consider and operate ways and means for obtaining the necessary funds for operating any schools and how these funds shall be distributed.
- (e) Appoint one of its own number to visit the school(s) each month to ascertain that the school(s) educational programme and policies are being faithfully carried out.

6.7.9 For such of its schools which are integrated:

- (a) To determine the Special Character of Matamata Christian School for the purpose of the Private Schools Integration Act 1975 and to supervise the maintenance of that Special Character.
- (b) To exercise the powers and carry out the responsibilities of the proprietor of Matamata Christian School under and pursuant to the provisions of the Private Schools Integration Act 1975 and all other relevant legislation.
- (c) Take such measures as are deemed necessary to safeguard, protect and uphold the Special Character of the school(s). This will include scrutiny of applications for the positions of Principal and teachers and notification to the Schools Board of Trustees on which applicants meet the special character requirements.
- (d) Take such measures as are deemed necessary to provide property and accommodation for the operation of the school.
- (e) To appoint as required, a Trustee or Trustees to serve on the schools BOT as the Proprietor's representative, and no Trustee may serve on the school BOT in any other representative capacity.
- (f) Negotiate with the Ministry of Education as and when necessary for the setting of attendance dues.

- (g) Receive and manage attendance dues according to approved accounting practice.

6.7.10 In addition the Board shall be responsible for the following:

- (a) Propagate the cause of Christian education in the community by means of public meetings, promotions, literature and the like.
- (b) Appoint from time to time such standing and/or temporary committees as it may deem necessary for the performance of its duties, the members thereof to be full members of the Association.
- (c) To appoint, if it deems necessary or desirable, an auditor or auditors, or reviewer or reviewers, for the Association accounts.
- (d) Appoint from the members of the Association such Sub Committees (excluding the Board) as it may deem necessary for the performance of its duties, provided always:
 - (1) that the recommendations of such sub committees shall not be binding upon the Board , and
 - (2) that the Board shall have the power to revoke such appointments and authority from time to time, and
 - (3) that the Board shall have the power to overrule any decision of a sub committee made pursuant to such delegated authority.
- (e) To act as Trustee where appropriate.
- (f) To do anything not specified in this Constitution which shall be deemed to be of benefit to the Association and consistent with its objects.
- (g) Cause to be kept a record of all meetings of the Association, Sub Committees and of the Board. Such records shall be entered into a Minute Book or other media, electronic or otherwise, as decided by the Board from time to time.

6.8 Special Executive Committee

6.8.1 Special Executive Committee

There shall be a special Executive Committee of the Board which shall have the power to deal with all "matters of urgency" which would otherwise fall within the authority of the Board.

6.8.2 Composition

The Executive Committee shall consist of the Chairman of the Board, the Deputy-Chairman (if available), and at least one other Trustee chosen at the time by the Chairman. On no matter of urgency shall the Executive Committee act without at least three voting on the decision.

6.8.3 Decisions of the Executive Committee

Decisions made by the Executive Committee shall be by Special Resolution.

6.8.4 Definition

A "matter of emergency" shall be any matter of importance requiring such immediate action that it cannot be delayed more than three days, or until the next Board meeting, whichever is the lesser.

7. Meetings (Except Board Meetings)

Members of the Association shall meet annually, or more often if necessary, upon call of the Board as set down in this constitution, to transact all business included in the agenda set by the Board for such meetings.

7.1.1 A Notice or communication may be given by the Association to any member either personally or by sending the same by post to his last known place of business or abode in New Zealand, or in the case of a corporate body to its registered office (if any) in New Zealand. Where a notice is sent by post service of the notice shall be deemed to have effected by addressing, prepaying and posting a letter containing the same and to have been effected in the case of a notice of a meeting on the second day after the date of its posting, and in any other case at the time at which the letter would be delivered in the ordinary course of the post.

7.1.2 The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any member shall not invalidate the proceedings of that meeting.

7.1.3 Quorum. A quorum shall consist of twenty percent of Members.

7.2 Voting

7.2.1 Elections of the Association Board of Trustees:

- (a) Nominations for any elections shall be called for in writing not less than six weeks before the meeting at which the election is to take place. A full membership list shall be circulated by the secretary with the call for nominations.
- (b) Nominations will close with the secretary three weeks before that meeting.
- (c) A list of nominations, accepted and approved by the Board, shall be sent to every member not less than two weeks before that meeting.

7.2.2 Constitutional Amendments

Voting on proposed amendment(s) to the Constitution shall be as laid down in Amendments (section 14).

7.2.3 General Business

All business at General Meetings shall be resolved, by a vote of the members entitled to vote, through an Ordinary Resolution, except where a Special Resolution is stipulated in this Constitution.

7.2.4 Members may vote by voting in person at the meeting.

7.2.5 Members may vote by proxy. Proxy votes may be handed to any member of the Board 24 hours prior to the meeting.

7.2.6 Postal voting. Members must have postal votes in to the secretary no later than 24 hours prior to the meeting.

7.3 Voting Rights

7.3.1 Deliberative Votes

Each member including the Chairman of the Meeting, has one vote. The Chairman shall have a second and deciding vote on a tied vote.

7.4 Annual General Meeting

The Association shall hold an Annual General Meeting within six months of the end of the financial year of the Association:

- (a) To confirm the minutes of the last Annual General Meeting and of any Special General Meeting held since the last Annual General Meeting.
- (b) To adopt a report, balance sheet, and statement of accounts for the previous financial year.
- (c) To appoint an auditor or auditors, or reviewer or reviewers as decided by the Board from time to time.
- (d) To elect members to the Association Board of Trustees.
- (e) To transact such other business as is appropriate to such a meeting.

An agenda shall be circulated to all members two weeks prior to the Annual General Meeting.

7.5 Special General Meetings

The Board may from time to time for any purpose call a Special General Meeting. The Board shall be required to call a Special General Meeting upon receiving a written request signed by at least twenty percent of the members of the Association. The purpose for which the meeting is to be called shall be given at the time the meeting is called. Only such business as is specified in the notice may be transacted at a Special General Meeting. Two weeks written notice shall be given to all members of such a meeting.

7.6 Other Meetings

The Board may convene such other Meetings as maybe necessary to further the Objects of the Association and to provide Members with reports and information on the activities of the Association.

8. Finance

The financial viability and security of the Association must be protected at all times. The Association shall ensure that the school property is adequately insured, and take all reasonable steps to ensure prudent financial management through forward planning, the provision of adequate and affordable funding, monitoring of income and expenditure and the implementation of anti fraud and theft measures.

8.1 Financial Year

The financial year of the Association shall end on the thirty-first day of January each year or any other date as decided by the Board from time to time.

8.2 Accounting

The Board shall keep a proper and detailed account of all moneys received and distributed on the Association's behalf.

8.3 Receipts, Payments and Transfers

- (a) All moneys received by or on behalf of the Association shall be deposited with an approved bank or banks in the name of the Association.
- (b) Any transfers between bank or financial institution accounts of the Association, including investment accounts, shall require the single authority of the Treasurer of the Association or such other person as the Board may appoint for this purpose from time to time.
- (c) All cheques drawn against an Association account must be authorised by any two of up to four Trustee authorised signatories
- (d) All payments made by online electronic banking must be authorised by any two of up to four authorised Trustees.
- (e) A Credit Card may be held on behalf of the Association by the Chairman, Deputy Chairman Secretary or such other person as the Board may appoint from time to time, so long as that person is not the Treasurer or a direct relation, including by marriage, of the Treasurer. The credit limit on any such credit card shall be no more than \$1,000.00 or other amount as the Board shall decide from time to time.

8.4 Borrowing Powers

The Association shall in addition to the other powers vested in it have the power to borrow or raise money from time to time by the issue of debentures, bonds, mortgages or any other security founded or based on all or any of the property and/or rights of the Association or without any such security and upon such terms as to priority and otherwise as the Board shall think fit.

8.5 Financial Report

The Board shall be required to present to the membership at the Annual General Meeting, a Financial Report including a financial statement and estimates of expenditure for the coming year.

8.6 Control of Funds

All monies received for the purposes of the Association generally, or for the purposes of its Schools, Committees or Agencies, shall be received and controlled by such persons or Committees as the Board may from time to time appoint.

8.6.1 The Association's finance shall be maintained by capital contributions, attendance dues, school and other fees, farming and other business activities, grants, subsidies and legacies, and any such other income arising from the carrying on of the Association.

8.6.2 The Board may negotiate attendance dues in accordance with the Private Schools Conditional Integration Act 1975 or set such fees, subscriptions, levies, charges as it may from time to time deem necessary.

8.7 Bank Accounts

The Board shall authorise the opening of such Bank Accounts, investment accounts, Credit Card accounts or Merchant (Eftpos related) accounts as it may consider necessary and shall determine the method of operation of such an account.

8.8 Investment of Funds

The Association may from time to time invest and reinvest in such securities and upon such terms as it shall think fit the whole or any part of its funds which shall not be required for the immediate business of the Association; and to purchase and take a lease, freehold or leasehold properties of all kinds suited to the objects of the Association.

8.9 Other

The Board may make such other determinations regarding the finances of the Association, consistent with this Constitution, as may be appropriate from time to time.

9. Staff

9.1 Teaching Staff

In such of its schools as are private:

- (a) All teachers shall be appointed by the Board after careful consideration of their character, life-style, training and other qualifications. They shall be appointed for such terms and upon such salary and other conditions (except as herein expressly provided) as the Board may from time to time determine.
- (b) All Members of the teaching staff must declare their unconditional acceptance of the educational and doctrinal principles as set forth in Rules 2, 3, 4 and 5 herein. They must be scripturally sound in their teaching and lead a sanctified Christian life.
- (c) All teachers must be full members of the Association.
- (d) The Board may appoint as trainee teachers or teacher aides, persons expressing such a commitment to the objects of the Association as is deemed satisfactory by the Board. Such persons are always to teach under close supervision of a senior teacher.
- (e) All teachers shall give the Board two months notice of intended resignation and the Board in-turn agrees to give teachers two months notice of dismissal, or otherwise as mutually agreed, except in the case of a teacher who proves unfit for work, whose instruction or teaching conflicts with the principles or purposes of the Association, or who in the opinion of the Board does not lead a satisfactory Christian life, in which case dismissal may be upon immediate notice.
- (f) The Principal in each school shall (subject to the approval of the Board thereto) lay down the course or courses of study of each class in the school and shall generally control and supervise the teaching staff in its teaching of each course of study.
- (g) The Principal in each school shall (subject to the approval of the Board hereto) lay down rules for the conduct, control and discipline in each school and shall be responsible for all of such.

- (h) The Principal shall be in charge of student enrolment, interviewing parents of prospective students where necessary, and submitting applications for enrolment to the Board for final approval and for students suspension or expulsion, submitting recommendation to Board for confirmation.
- (i) The School Term shall be determined by the Board and such holidays and vacations shall be allowed as may from time to time be decided by the Board.
- (j) The Substance of these rules under this section shall be made a part of all contracts entered into with members of the teaching staff.

9.2 Teaching Staff

In such of its schools as are integrated:

- (a) The Principal and all members of the teaching staff are expected to declare their unconditional acceptance of the educational and doctrinal principles as set forth in Rules 3, 4 and 11 herein. They are expected to be scripturally sound in their teaching and lead a sanctified Christian life.
- (b) The Principal and all members of the teaching staff are expected to be members of the Association.
- (c) It shall be a condition of appointment of the Principal and all members of the teaching staff that they shall accept and recognise a responsibility to maintain and preserve the Special Character of the integrated school/s.

9.3 Staff Representation at Association meetings

- (a) The Principal or school staff may be excluded from specific meetings at the request of the Chairman.
- (b) Teachers employed by the school, including the Principal, may not be a Trustee, but may be invited to attend Trustee meetings.

10. Enrolment Policy for Private School

Only children of Members of the Association shall be entitled to enrol at any School maintained by the Association.

11. Statement of Faith

11.1 Holy Scripture and Education

By faith we confess the books of the Old and New Testaments to be the divinely inspired, inerrant word of God (2 Tim 3:16-17), the only absolute rule for all faith and conduct, and therefore also for the education of our children at home and at school.

11.2 Christian Parents and Education

As believing parents we have Christ's comforting assurance for our children that theirs is the Kingdom of Heaven and that He will bless them when we bring them to Him (Mark 10:13-16). Expecting the fulfilment of His promise and obeying the command of His apostle, we endeavour to bring our children up "in the discipline and instruction of the Lord" (Eph 6:4).

11.3 Christian Schools

As Christ is the Saviour and Lord of the whole human life (Matt 28:18, Eph 1:20-22, Col 1:16-17), we understand by a Christian School such an educational institution as one in which not only is Christ honoured by prayer and study of the Bible, but in which all subjects are taught by the light of God's revelation in Jesus Christ contained in the Old and New Testaments.

For such Christian School, we, as parents, claim all freedom in the field of education as long as this education takes place in obedience to the requirements of God's Word and in adherence to legitimate governmental standards and provisions.

11.4 Some Doctrines Fundamental to Christian Education

As Christ is the Saviour and Lord of the whole human life (Matt 28:18, Eph 1:20-22, Col 1:16-17), we understand by a Christian School such an educational institution as one in which not only is Christ honoured by prayer and study of the Bible, but in which all subjects are taught by the light of God's revelation in Jesus Christ contained in the Old and New Testaments.

11.4.1 God and Creation

All things were created by God so that "what is seen was not made out of what was visible " (Hebrews 11:3). God created them in, through and for Christ (Col 1:15-17), by His Word and Spirit (Gen 1, Psalm 33:6), to the glorification of His Holy Name (Psalm 8, Psalm 19:1-4, Rom 11:36). It is also by God's hand, power and care that all created things are preserved and controlled (Psalm 99, Matt 6:24f, Acts 17:24f). In order to understand the world, man and history we must see them in their relationship to God as the Bible speaks of them.

11.4.2 The Bible and Sciences

Creation as well as Scripture has been brought forth by the one God of Truth. Therefore, any seeming discrepancy between the Bible and Science can only be due to human error either in science or in the interpretation of Scripture. Science is truly scientific when both nature and Scripture are taken seriously.

11.4.3 Man

Man was created in the image of God to enjoy true communion with his Creator (Gen 1:26f), Acts 17:26f). Man was instructed to exercise domination over the world in strict and loving obedience to God, to interpret all reality in accordance with His design and law and to reflect in his person and works the excellence of his Maker (Gen 1:28f, Psalm 8:4f, Rom 1:20).

11.4.4 Sin

By disobeying God's law and forsaking his office, man estranged himself from God and his neighbour and brought God's curse upon himself and upon all creation (Gen 3:16-19, Rom 8:19f). He also became blind to life's true meaning and purpose, misused his knowledge and abilities, adhered to man-centred philosophies, and made himself false gods of his own imagination and desires (Rom 1:18f).

11.4.5 Christ

Jesus Christ, the second Person of the Holy Trinity, is God incarnate, the Word became flesh (John 1:1-14). Laying down His life for His sheep (John 10:10-15, He paid the penalty of sin for them, being a ransom for all who truly believe in Him (Matt 20:28, Rom 5:6f, 1 Tim 2:5-6).

Risen from the dead in His physical body (Luke 24:36-43), and having ascended to the throne of Heaven, He is the King of the Universe (Matt. 28:28, 1 Pet. 3:22). By His Word and Spirit He rules in grace over all true believers. Redeeming their life in its entirety, renewing them after His image and

restoring them to fellowship with God and their fellow men, He seeks to make them obedient to God's will in all spheres of life (Rom. 8: 1-17).

11.4.6 The Holy Spirit

The Holy Spirit, the third Person of the Holy Trinity (2 COL 13: 13), the divine source of all created life (Gen. 1 :2; Psa. 104:30), is also the source of Faith in Christ, the true, spiritual knowledge and of a new sanctified life in grateful obedience to God's will (John 3:3f; 1 Cor. 2:9f; 12:3; Eph. 3:14t).

Since, therefore, the fruit of all Christian education depends on the gracious operations of the Holy Spirit, both parents and teachers are to perform their task with constant prayer that the Spirit may enable them to be good instruments in His hands for bringing the children up in the discipline and instruction of the Lord, and that He may so bless their work that the children come to know the Lord Jesus Christ as their personal Saviour and Lord, whom to follow and serve in all spheres of life as their greatest privilege and joy.

12. Controversial Issues

- 12.1 In the interest of harmony within the Association and amongst its membership, controversial or divisive doctrines or issues other than those contained in the Statement of Faith shall not be promoted within the Association or its schools, including doctrines which are peculiar to a particular denomination.
- 12.2 The Board has the authority to determine whether a particular issue is controversial or divisive within the meaning of this clause but may be overruled by a special resolution passed at a Special General Meeting of the Association.
- 12.3 Interpretation
If any doubt shall arise as to the construction or interpretation of any clause of these Rules the decision of the Board thereon shall be conclusive and binding on all members of the Association provided however that every such decision shall be reduced to writing and recorded in the Minute Book of the Board.

13. Common Seal

- 13.1 The Association shall have a Common Seal and the Board shall be responsible for the safe custody and control thereof.
- 13.2 The Common Seal shall only be affixed to any document or instrument pursuant to a resolution of the Board.

13.3 Any two members of the Board shall be authorised to affix the Common Seal.

13.4 The Association shall keep a record of all documents to which the Seal has been affixed.

14. Amendments

14.1 This Constitution may be altered, added to, rescinded or otherwise amended, by a "Special Resolution" at any Special General Meeting called for that purpose.

14.2 The notice convening the meeting shall set out details of the proposed changes and shall fix a date for the meeting not later than ten weeks from the date of the notice.

14.3 Any proposed change may be adopted as presented or amended by the meeting.

14.4 Notwithstanding the foregoing no alteration shall be made to this constitution by which the objects of the Association cease to be Charitable objects or purposes within New Zealand so long as that may be a requirement of the Inland Revenue Department for exemption from income Tax of the Association's income.

15. Dissolution

15.1 The Association shall be wound up by seventy five percent of those present and voting at a Special General Meeting of the Association called for that purpose.

15.2 If upon the winding up of the Association, there remains after the satisfaction of all debts and liabilities, any assets whatsoever, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other New Zealand institution or institutions which have wholly charitable objects similar to that of this association, (including, if considered necessary, the prohibiting of the distribution of its or their assets among its or their members); such transfer to be as determined by an Ordinary Resolution of the Association or as ordered by the High Court of New Zealand.

16. Trustee Liability

16.1 No Trustee acting or purporting to act in the execution of the trusts of the Association shall be liable for any loss not attributable to his or her own dishonesty or to the wilful commission or omission by him or her of any act known by him or her to be a breach of trust and in particular, no Trustee shall be bound to take or be liable for failure to take any proceedings against a co-Trustee for any breach

or alleged breach of trust committed by such co-Board nor shall any Trustee be under any personal liability in connection with the affairs of the Association, its administration or any business transaction entered into on behalf of the Association.

16.2 In addition and without prejudice to the statutory provisions in relation to the indemnity of Trustee it is hereby declared that the Trustee for the time being shall not be charged answerable or accountable:

- (h) for the acts, deeds, defaults, receipts, payments or disbursements of the other or others of them or his or their delegates, or
- (ii) for any further sum or sums of money or other trust property than such as shall actually come to the hands of and be received by them respectively, notwithstanding that they or any or either of them shall give or sign or join or concur in giving or signing and receipt or receipts for the sake of conformity, or
- (iii) for the insufficiency, defect or failure of any agent or other person, firm, company, society, Association, corporation or Bank in whose hands any part or parts of the Association's property may be placed or lodged for any purpose or who may be allowed to receive the same in the course of the business of the Association, or
- (iv) for any insufficiency in the Title to any property which the Board shall own, or purchase, or on the security of which they may lend money under the powers herein contained notwithstanding title may have been accepted by the solicitor to the Board on their behalf, or
- (v) for any deficiency or depreciation in value of any property in or upon which the Association's moneys or any part thereof may have been invested, or
- (vi) any loss or damage which shall or may happen to all or any of the association's assets for the time being, or
- (vii) for any loss or damage which may arise from any business property, investment or security of the Association for the time being,

and if and so often as any Trustee for the time being of these presents shall pay over or cause or permit any co-Trustee or co-Trustees to receive any sum or sums of money in order and to the intent that the same may be applied by such co-Trustee or co-Trustees for the purposes of the Association it shall not be

incumbent on the Trustee making such payment or causing or permitting such receipt to see or enquire into the application of the said moneys or to ascertain the truth or accuracy of any representation made by his co-Trustee or co-Trustees concerning the same nor shall the Trustee who shall make default in any of the particulars aforesaid be responsible for any loss which shall arise to the said trust estate by reason thereof any rule of equity to the contrary notwithstanding but this exemption from legal responsibility shall not affect the right of any Trustee to call for accounts or to enquire into the transactions of his co-Trustee or co-Trustees.

17. Personal Interest

17.1 Remuneration: Any Trustee being a person engaged in any profession, business, trade or occupation may be retained or employed by the Board and that person or that person's firm shall be entitled to charge and receive all usual charges for work done by that person or that person's firm in connection with the trust and functions of the Board under this Deed including acts which the Board could have done personally.

17.2 Contractual Dealings: Any Trustee may contract and have dealings with the Board in respect of the assets of the Association whether as purchaser, vendor, lessor, lessee, licensor, licensee, manager, employee or otherwise however PROVIDED THAT if any Trustee or any other person (where that person and the Trustee are associated persons as defined in the Income Tax Act 1976) either personally or by virtue of being a director or shareholder of any company or as Trustee of any other Trust;

- (i) Is in any way interested in any contract or dealing with the Trustee, or
- (ii) Shall have an interest or duty in any particular matter or matters which shall conflict with the duty of the Trustee or the terms of this Constitution, then such Trustee must prior to any relevant discussion declare his interest in the matter and shall not be entitled to participate or vote in any consideration of it by the Board.

18. Limitation of Application

18.1 Notwithstanding anything herein contained to the contrary the Trustee shall not apply any part of the assets of the Association for the benefit of any person or organisation outside New Zealand PROVIDED HOWEVER that any part of the Trust fund may be applied outside New Zealand if the Board has the express written approval from the District Commissioner or Inland Revenue to so apply a part of the assets of the Association for a specific purpose

outside New Zealand without affecting the Associations charitable status for revenue purposes.

- 18.2 No part of the income or capital of the Trust funds shall be paid or transferred directly or indirectly by way of profit to any Trustee or member, and no person coming within the ambit of Paragraphs (a), (b), (c), or (d) of the second proviso to section 61 (27) of the Income Tax Act 1976 shall be afforded or receive gain, achieve or derive any benefit or advantage, whether or not convertible into money or any income or any of the kinds referred to in Section 65 (2) of the Income Tax Act 1976 in the carrying on of any business of the Association if that person is able by virtue of that capacity as member or Trustee or shareholder or director or associated person in any way (whether direct or indirect) to determine or to materially influence in any way the determination of the nature or amount of the benefit or to materially influence in any way the determination of the nature or amount of the benefit or advantage or the income or the circumstances in which it is or is to be so received, gained, achieved, afforded or derived and the provisions of Clause 17 hereof shall be limited accordingly PROVIDED HOWEVER that nothing herein contained shall preclude any payment to any such person for services rendered for goods supplied or by way of interest on monies borrowed from or by way of rent for premises let or leased to the Trust by any Trustee or member if that payment can be made without causing the income of the trust (or any part thereof) which would otherwise be exempt from income tax, to become liable for income tax, nor shall this provision be construed as preventing the provision of educational services by the Association to children of members of the Association in accordance with the objects of the Association.
- 18.3 Notwithstanding anything herein contained on any winding up of the Association no member of the Association shall be permitted to benefit directly or indirectly and no benefit or advantage whether or not convertible into money nor any income of any kind shall be able to be afforded or received, gained, or achieved or derived by any person who is a member or Trustee.

Signed on behalf of the Matamata Christian School Association on this 23rd Day of April 2015

SIGNED by
in the presence of:

Witness

Signature

A. B. Paterson

Name (full)

ALISTAIR BLAIR PATERSON

Occupation

PRINCIPAL

Address

S RAINGAWARI DRIVE
HAMILTON

)
)
Signature

Bryce Anderton

Name (full)

Bryce Anderton

SIGNED by
in the presence of:

Witness

Signature

A. B. Paterson

Name (full)

ALISTAIR BLAIR PATERSON

Occupation

PRINCIPAL

Address

S RAINGAWARI DRIVE
HAMILTON

)
)
Signature

Spence Allan Reichardt

Name (full)

Spence Allan Reichardt

SIGNED by
in the presence of:

Witness

Signature

A. B. Paterson

Name (full)

ALISTAIR BLAIR PATERSON

Occupation

PRINCIPAL

Address

S RAINGAWARI DRIVE
HAMILTON

)
)
Signature

Warren George Storey

Name (full)

Warren George Storey