THIS DEED IS MADE THIS APDAY OF MARIN 1990 BETWEEN ST JOHN'S GIRLS' SCHOOL INCORPORATED (The Proprietor") an Incorporated Society registered under the Incorporated Societies Act 1908 AND HER MAJESTY THE QUEEN acting by and through the Minister of Education ("The Minister")

BACKGROUND

- A The Proprietor is the owner of St John's Girls School, Invercargill (hereafter referred to as "The School")
- B The School was founded and was established in 1917 and has operated as a Boarding and Day School for pupils from new entrants to form two, offering education with a Special Character.
- C The Minister and the Proprietor have agreed to the integration of the Proprietors School pursuant to Section 7 (2) of the Private Schools Conditional Integration Act 1975 ("the Act")
- D The Proprietor was registered as an Incorporated Society on 4 March 1936.

NOW THIS DEED WITNESSES AND IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS

- The Minister and Proprietor agree that the School apart from the boarding establishment is to be an integrated New Entrant to Form Two School pursuant to the Act.
- The Proprietor is the owner of all the land more particularly described in the First Schedule hereto (hereinafter referred to as "the Proprietor's land") and the improvements thereon. The School premises for the purposes of this Deed of agreement are the land and improvements more particularly described in the First Schedule hereto, and are hereinafter referred to as "the School premises".
- The Proprietor agrees to set apart and appropriate as owner that part of the School premises, edged red (The Integrated School premises) on the plan attached as in the Second Schedule, and all chattels and assets associated with the Integrated School as an Integrated School so that the controlling authority of the Integrated School as an Integrated School ("The Board of Trustees") shall have the exclusive right of possession and use of the Integrated School premises and all chattels and other assets associated with the Integrated School.

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- The Integrated School premises and all chattels and other assets associated therewith shall be available for use by the Proprietor and/or the Proprietor's boarders. The Proprietor's boarders shall be those pupils who attend the Proprietor's boarding establishment (boarders). The staff employed by the Proprietor shall have the right to the use of the Integrated School premises and chattels in non-school time.
- The schools Special Character as hereinafter described, shall incorporate the education with a Special Character as provided in the School AND IT IS HEREBY AGREED AND DECLARED that the School shall at all times in the future be conducted and operated so as to maintain and preserve the School's Special Character and these presents shall be interpreted so as to maintain and preserve the Special Character of the School.
- The board shall either at the request of, or with the consent of the Proprietor, grant the use of the Integrated School premises to other organisations for non-school purposes. Such consent shall be withheld where such use interferes with or constricts the Boarders use of the Integrated School premises. The Proprietor shall not unreasonably or arbitrarily withhold consent where the use is one which is not in conflict with the maintenance of the Special Character of the School. The Board may require payment of a reasonable fee by any such organisation as a condition of use of such facility, which fee shall be payable to the Proprietor.
- The Proprietor shall be responsible for all mortgages, liens and other charges upon the land and buildings.
- The Proprietor shall plan, pay for and execute the improvements set out in the third Schedule. Such improvements shall be to the minimum standard for comparable state schools prevailing at the effective date of this agreement. The Proprietor shall ensure that such works be carried out by the various dates specified in the Schedule of Works. The Proprietors shall, on completion of electrical improvements listed in the Third Schedule, arrange for the Electrical Supply Authority to inspect the School premises in terms of regulation 45 of the capital Electrical Supply Regulations or such other relevant regulation as may be in force in place of those regulations.

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- The Proprietor shall plan, execute and pay for such capital works and associated facilities as may be approved or required from time to time by the Minister pursuant to Section 40(2) of the Act.
- The Proprietor may own, control and maintain any lands, buildings and associated facilities that, although not part of the Integrated School, are regarded by the Proprietor as appropriate to maintain the essential character of the School.
- The Proprietor shall insure all the buildings forming the School premises and the Proprietor's chattels (if any) owned or held upon trust for the purposes of the School and the other assets owned by the Proprietor for the purpose of the School against risks normally insured against in some responsible insurance office in New Zealand and further acknowledges the obligation on it created by section 40(2) (h) of the Private Schools Conditional Integration Act 1975.
- Subject to Clauses 8 and 9 and any requirements placed on the Proprietor to carry out deferred maintenance set out in the attached schedules, the Minister after the effective date of this Agreement, shall maintain the land, buildings, chattels and associated facilities comprising the integrated premises as shown on the plan attached hereto as though the school were a State School.
- The Proprietor shall have the right to raise funds against the security of the School premises for the purposes of carrying out additions and/or improvements to the School premises or to the Boarding establishment and any facilities associated therewith and for such purposes may charge mortgage or encumber the premises or any part thereof. Assent of the Minister to such negotiations shall not be witheld unreasonably.
- No person employed at the integrated School and paid for their services at the Integrated School in whole or in part out of money appropriated by Parliament shall be paid by the Proprietor any remuneration additional to that provided for by the Act except where such person is employed in the Proprietors boarding establishment in which event he/she may be paid by the Proprietor appropriately. No person employed at the integrated School and paid in whole or in part by money appropriated in Parliament shall be granted or permitted any condition of service more favourable than that

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permitted in the case of a person employed in a comparable position in a state school provided that a teacher to whom the provisions of Section 71 of the Act apply, shall continue to be paid no less than the same salary and be accorded the same status as he/she received or was accorded on the day before the effective date.

- The Proprietor provides and shall continue to provide education with a Special Character, the essential elements of which are:
 - A (i) The inculcation of a strong moral code with a strong Christian religious base on an interdenominational bases, and for that purpose to include each day a morning assembly and Bible reading, the holding of an Easter Service and other religious services when appropriate throughout the year under the guidance of a Minister of Religion or Priest as approved by the School's Controlling Authority. On all such occasions the pupils are active participants.
 - (ii) The provision of a special warmth and security for those pupils who because of their own nature or family circumstances are better suited to the small roll and family atmosphere of the school. This atmosphere is fostered by the provision of a boarding establishment for the primary and intermediate school-age girls to serve the Southland province and the strong farming community.
 - (iii) The provision of a full range of extra-curricular activities available to and participated in by all pupils including art, dance, choir, drama, music, speech, language studies, sciences, computer studies, religious instruction, netball, gymnastics, swimming, camping, ski-ing and tennis to encourage each pupil to develop to their full potential in such fields.
 - (iv) The provision of a curriculum intended to promote independence and self reliance within each pupil by providing a wide range of experiences.
 - (v) The active participation of all parents, guardians, caregivers in the School's activities.
 - <u>B</u> Philosophies: there are three key elements to the philosophy of the school, namely:
 - (i) Education as members of a supportive family group.

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- (ii) Maintenance of high standards of etiquette and behaviour including the compulsory wearing of the school uniform subject to any relevant provisions in statutes or regulations or directives from the Minister, Secretary of Education or other officer holding power to give such direction.
- (iii) Curriculum and teaching methods which encourage a sound intellectual and moral education with emphasis on language, reading, mathematics, social awareness, community inter-action, homework, evaluations, school reports, prize giving and outdoor education, subject to any relevant provisions in statutes or regulations or direction from the Minister, Secretary of Education or other officer holding power to give such direction
- <u>C</u> The Proprietor shall subject to the provision of this agreement:
- (a) Continue to have the responsibility to supervise the maintenance and preservation of education with a special character provided by the School:
- (b) Continue to have the right to determine from time to time what is necessary to preserve and safeguard the Special Character of the School as defined herein:
- (c) Invoke the powers conferred upon it by the Act should the Proprietor so determine, if in the opinion of the Proprietor the Special Character of the School has been or is likely to be jeopardised or the education with Special Character so provided is no longer preserved and safeguarded.
- The Board of Trustees shall comprise that as in accordance with the Education Act 1989
- 17 St John's School had a roll of fifty two (52) pupils as at the 30th June 1989.

 The predicted roll for the 1990 school year is 53. It is agreed that the maximum roll of the school shall be seventyfive (75) pupils in New Entrant 1 to Form 2.
- 18 (a) Preference of enrolment at the School under Section 29 (1) of the Integration Act shall be given to those pupils with parents who have a particular family religious or philosophical sympathy with the special character of the School

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including that aspect of the special character which involves a close association with the Proprietor's hostel, or a particular connection with the School and who as a result of their particular sympathy with the special character or their particular connection desire their children to board at the Proprietor's hostel.

- (b) Pupils whose parents at the date hereof have applied to the Proprietor to enrol their children at the School as day pupils shall be enrolled as pupils by the Board when places are available, subject to the provisions of subclauses(a) and (d) of this clause.
- (c) Pupils enrolled as boarders at the hostel shall be entitled to be enrolled at the school provided that a pupil who would not have preference of enrolment under Section 29 (1) of the Integration Act shall not have preference of enrolment by reason only of their enrolment at the hostel.
- (d) In accordance with Section 7 (6) (h) of the Private Schools Conditional Integration Act 1975, unless the Proprietor and the Minister otherwise agree and subject to places being available the number of pupils whose parents do not have preference of enrolment at the School in accordance with the provisions of Section 29 (1) of the Private Schools Conditional Integration Act 1975 shall be limited at all times to four (4) pupils that being five (5) per cent of the maximum roll of the School at the time of integration.
- An advertisement for the position of Principal of the School shall state that a willingness and ability to take part in religious instruction appropriate to the School shall be a condition of appointment and may also state that if the Proprietor and Principal agree, the Principal may be appointed to control and administer the boarding establishment. Such advertisement shall state that a willingness and ability to maintain the Special Character shall be a condition of the appointment.
- An advertisement for any teaching position at the School may state than an appointee, may by agreement with the proprietor undertake the employment of the proprietor duties related to the control, administration and supervision of the Proprietor's boarding establishment.

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- There may be a position designated Director of Religious Studies in accordance with section 65 (1) (b) of the Act which position shall be part of the normal staffing entitlement of the School as established by the Minister of Education. Any advertisement made for the position shall state that a willingness and ability to take part in Christian studies appropriate to the special character of the school shall be a condition of the appointment. Any person so appointed shall accept these requirements as a condition of appointment. The Director of Religious Studies shall give guidance and provide leadership in Christian studies and observances throughout the School.
- The Board of Trustees may appoint a person to the position of Director of Religious Studies at the School who shall undertake such teaching duties, if any, as may be required from time to time by the Principal.
- Christian Studies forms part of the education with a special character provided by the School and therefore the Proprietor, at his expense, may employ any person whether as a Religious Instructor or otherwise for duties relating to the instruction and provisions of Section 69 (2) and (3) of the Act shall apply.
- The Proprietor of the School may enter into agreements with the parents or other persons accepting responsibility for the education of pupils at the School providing as a condition of the enrolment and attendance of each pupil at the School that the parents or other persons shall pay attendance dues pursuant to the provisions of Section 36 of the Act.
- The following variation from standard patterns of organisation is approved in respect of the School.

A mid term break may be taken provided the School is open for the number of teaching half days required in each year in terms with the Education Act 1964, of the Education Act 1989 and without contravening the provisions of any regulations made thereunder. The School being a boarding School may open on Waitangi Day, Anzac Day, Queens Birthday and Anniversary Day when they fall within the School term subject to the approval of the Secretary of Education in terms of the Education (Terms and Holidays) Regulation 1984.

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- Where any of the costs associated with the conduct of the boarding establishment, or any other part of the proprietor's land which is not part of the integrated School premises for the purposes of this Agreement, cannot be separated from the costs associated with the operation of the integrated School premises, the proprietor and the Board shall contribute to such costs according to their respective use of the facilities in respect of which the costs have been incurred.
- The Proprietor shall not engage any teachers between the date of execution of the Deed of Agreement and the effective date of integration other than those whose names have already been notified by the Proprietor to the Secretary of Education without first obtaining the consent of the Secretary.
- The effective date of this Deed of Agreement shall be the 23 day of April 1990.
- On and after the effective date specified in this Deed of Agreement the School shall be an integrated school in terms of the Private Schools Conditional Integration Act 1975.

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IN WITNESS WHEREOF these presents have been executed day and year first hereinbefore written.

COMMON SEAL of ST JOHN'S GIRLS' SCHOOL BOARD was

hereunto affixed in the presence of

The Common Seal of THE ST. JOHN'S GIRLS' SCHOOL (Incorporated)

SIGNED by
District Manager, Southland
pursuant to authority delegated
by the Minister of Education
Acting on behalf of
HER MAJESTY THE QUEEN
in the presence of

MINISTRY OF EDUCATION Private Bag INVERCARGILL

(witness) (address)

ST JOHN'S GIRLS' SCHOOL

FIRST SCHEDULE

Description of total land, buildings and other improvements comprising the Proprietor's land of which the school premises form part.

THE PROPRIETOR'S LAND

All that land, buildings and other improvements owned by the St John's Girls' School Board (Inc) situated in Invercargill City, and being more particularly described as follows, and delineated in green on the plan forming part of the Second Schedule hereto.

ITEM	CERTIFICA OF TITLE	LEGAL DESCRIPTION
1	126/44 (limited as to parcels)	All that parcel of land, containing 1085m2 being part section 29 Block 1 Invercargill Hundred
2	155/208 (limited as to parcels)	All that parcel of land containing 860m2 being part section 29 Block 1 Invercargill Hundred
3	171/279	All that parcel of land containing 1257m2 being Lot 2 Deposited Plan 4240 City of Invercargill
4	1A/44	All that parcel of land containing 3541m2 being part section 29 Block 1 Invercargill Hundred
5	B3/1485	All that parcel of land containing 3769m2 being all land in Land Transfer Plan 565 (Red) City of Invercargill

The land described in (1) (2) (4) and (5) above has the benefit of drainage rights created be Transfer 255780. The land described in (3) above is subject to Right of Way over part created by Transfer 96410 (which Right of Way is subject to conditions of Council's consent in Z 1485) NOTE Items 1 to 5 are subject to Trust Bank Southland Limited Mortgage Number 080682.3

ST JOHN'S GIRLS SCHOOL

SECOND SCHEDULE

Description of land, buildings, and other improvements comprising the school premises.

THE SCHOOL PREMISES

All that part of the Proprietor's land, delineated in red on the annexed plan of the Proprietor's land, which forms part of this schedule, TOGETHER WITH, all the School Buildings and other improvements thereon.

ST JOHN'S GIRLS' SCHOOL

THIRD SCHEDULE

WORKS TO BE CARRIED OUT BY THE PROPRIETORS IN RELATION TO THE INTEGRATED SCHOOL

These works are to be planned, executed and paid for by the Proprietors subject to the provisions of this Schedule in relation to the buildings and associated facilities, to bring them up to the minimum standard for a comparable State School.

All work is to be carried out by competent tradepersons or in a proficient manner to the Ministry of Education standards.

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ST JOHN'S GIRLS' SCHOOL - INVERCARGILL

THIRD SCHEDULE

Works to be carried out by the Proprietor in relation to the integrated school.

These works are to be planned, executed and paid for by the proprietor subject to the provisions of this schedule in relation to the buildings and associated facilities to bring them up to the minimum standard

for a comparable state school.

	Immediate	Year 1	Year 2	Year 3	Year 4	Year 5
SITE				· ·		
Seal all gravelled vehicle and pedestrian paths, parking and access ways within the integrated area. Continue path from Dee Street entrance along side driveway.			×	×		
Fencing						
d erect new fences t ies of a type suitab						!
ρı				× .	× :	× ;
Paving						
Apply 'Pavecoat Resurfacer' to the original court area and to the ashphalt area in front of Block 'B'.	·			×	t,	
Seating						
Additional outside seating. Suggest that this be moveable. 4.5m extra required. (18.0m total code requirement).			×			
		:			·	

	Immediate	Year 1	Year 2	Year 3	Year 4	Year 5
Grounds						
Resurvey site and replace missing boundary pegs.	The same of the sa	×				
BLOCK B						
Buildings		,				-
Exterior	-					
Replace rusted spouting.		×	<			
oof.			>		×	
Handicapped Access to code requirements.		×				
Interior				·		
provide sunscre			×			
08 replace door closer and	>	×				
07 remodel for handicapped toilet.		X				
door to classroom.		×		, , ,		
or 07 pr	X	×				
06 provide			×			
Area 01 replace the internal door latch and		×			Ł	
furniture on door to classroom.	X					
Area 07 provide additional ventilation.		< ×				
h		>				
					The same of the sa	

<u> </u>					,		
	×						When next refurbishing softboard ceilings are to be painted with intumescent paint so as to give 's hour FRR.
					×		Install secondary egress doors direct to the outside to comply with fire regulations.
<u> </u>						×	All locks on egress doors to be changed to a type which does not require a key to be opened from the inside, or can be locked and key removed. Area 01 and 06
							Fire Protection Egress
			×	×			70
					×		Upgrade incandescent lighting to fluorescent to provide 150 lux minimum. Replace older socket outlets with polygoneers.
	•						Electrical Area 01 and 06
	Year 5	Year 4	Year 3	Year 2	Year 1	Immediate	
		·					ω
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BLOCK F

Buildings

Exterior and Interior

Areas 8, 9, 10 Redecorate.
Repair louvre window.
Provide male staff toilet to code requirement

Area 04 Provide a sanitary disposal unit.

Electrical

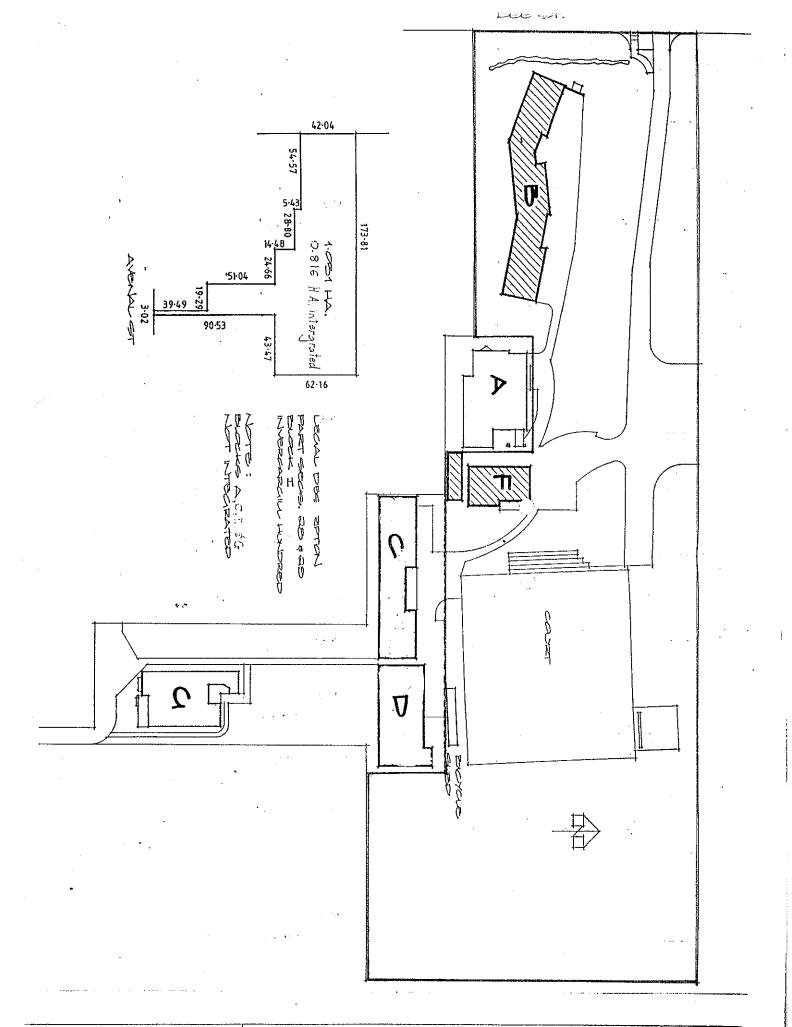
Remove aerial cable to Block C to out buildings with sub mains from Block F.
Tidy up conduit on outside of out building.
Repair broken light fittings in out buildings.
Install timer on time switch control on heating

Fire Protection

Fire Alarm

Provide and install a manual fire alarm to the classroom Block B and connect to the same in the administration Block F.

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	X		××	×	Year 1
	×				Year 2
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e de la companya de					Year 5



ASSET REGISTER

EDUCATION SERVICES SOUTHLAND LTD. BOX 390 % Inventorgill Crr. Forth & News Streets on 83169

SCHOOL ST. JOHN'S CIRLS

DATE Nov. 89. SCALE 1:500 DRAWN

1.L. NO.

IN THE Matter of "The Incorporated Societies Act, 1908"

RULES

of

ST. JOHN'S GIRLS' SCHOOL

(Incorporated)

1. <u>TITLE</u>
The name of the society shall be "The St. John's Girls' School (Incorporated)

2. OBJECTS

- (a) To establish and carry on in Southland, a school or schools, where pupils may obtain a sound intellectual and moral education.
- (b) To establish, maintain and carry on in connection with any such school, or otherwise, a hostel or hostels where pupils attending any such school, or any other school, may obtain good and proper and lodging at reasonable rates.
- (c) To carry on any other business, or businesses, which may seem to the Board of Proprietors of the Society, capable of being conveniently carried on in connection with any objects of the Society.
- (d) To acquire the goodwill, business and assets of any existing school or schools, and to acquire by purchase or lease, any land or lands and to erect such buildings and other erections, make improvements and purchase such furniture and fittings as may be requisite or desirable therefor, and pull down, improve, alter, sell, dispose of, exchange or otherwise deal with the same.
- (e) To borrow and raise money, and secure the repayment thereof, by bonds, bills of exchange, promissory notes or other obligations or securities of the Society, or by mortgage, or charge of all, or any part of the Society's assets (present or future) or in such other manner as the Board of Proprietors shall think fit.

- (f) To draw, make, accept and endorse, discount, execute and issue promissory notes, bills of exchange, and other negotiable and transferable instruments.
- (g) To invest or place on deposit, any moneys of the Society, not immediately required for any of its objects, in such manner as shall from time to time be determined by the Board of Proprietors.
- (h) To sell, improve, manage and develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the assets and rights of the Society.
- (i) To enter into contracts with teachers for the said schools, and with other persons whose employment is in the opinion of the Board of Proprietors necessary for the carrying on of the said schools.
- (j) To do all other things as are incidental or conductive to the above objects or any of them.
 - (k) Proprietors shall exercise such powers and responsibilities as set out in accordance with section 40 of the Private Schools Conditional Integration Act 1975 and its subsequent amendments.

3. MEMBERSHIP

- (1) The parents, guardians and former parents of all pupils, attending the school shall automatically be members of the Society.
- (2) Subject to subparagraph (1) hereof
 (a) Any member shall be eligible for
 election as a member of the

Board of Proprietors.

- (b) All new members shall be elected by the Board of Proprietors. The members shall be held to, consent to, and be bound by the Rules of the Society.
- (3) Any member may resign by delivering a written notice thereof to the secretary.
- (4) The Board of Proprietors may, by a two thirds vote at a meeting, at which a quorum shall be present, expel from membership, any member for conduct which they shall deem to warrant this penalty, provided that

such- member, shall have at least fourteen day's notice, in writing, of the charge preferred against them and an opportunity of being heard at such meeting.

(5) There shall be no subscription, unless otherwise decided by the Society in general meeting, after notice given as hereinafter provided for amendment of these rules.

(6) Persons elected to Board membership as provided in subparagragh (2a) hereof shall cease to be Board members three years after their election, unless they have indicated in writing to the Secretary, their wish to remain a Board member of the Society for a further period of three years, prior to the expiry of their membership, and so on.

(4) MANAGEMENT

- (a) Management of the Society shall be vested in a Board of Proprietors, which shall consist of not less than seven, nor more than twenty elective committeemen, and the principal for the time being at the school. The Board of Proprietors in office at the date of acceptance of these Rules, in place of the former rules of the Society, shall remain in office until the first annual meeting following.
- (b) The Board of Proprietors shall appoint a Chairman and Secretary, on such terms and conditions as to payment or otherwise as the Board shall think fit.
- (c) Casual vacancies in the office of Chairman or committeemen may at any time be filled by the Board of Proprietors.
- (d) Meetings of the Board of Proprietors shall be held at such times as the Board of Proprietors shall prescribe, and due notice of every meeting shall be sent by the secretary to all committeemen. Any three members of the Board of Proprietors may convene a meeting. The quorum at any meeting of the Board of Proprietors shall be seven.
- (e) Every question to be determined at a meeting of the Board of Proprietors, shall be determined by the majority

of the members of the Board of Proprietors present, and voting thereon and in case of equality, the chairman shall have a second or casting vote.

(f) A Minute book shall be kept by the secretary and all proceedings of the Board of Proprietors shall be entered therein. In such book the secretary shall also keep all minutes of every annual meeting of the Society.

(g) The Board may from time to time delegate any of its powers to sub-committees consisting of such members of the Society as they may think fit.

(h) The control and investment of the funds of the Society shall be in the hands of the Board of Proprietors, who shall from time to time open and maintain in the name of the Society banking accounts at such banks as they shall from time to time decide upon. All cheques or orders for payment shall be signed by any two of the following: the Chairman, the Secretary and a member of the Board of Proprietors appointed by the Board of Proprietors for that purpose.

(i) The common seal of the Society shall be kept in the custody of the Secretary, and shall not be affixed to any Deed or document except by order of the Board of Proprietors, and the affixing of the same shall be attested by at least two members of the Board of Proprietors, of whom the Chairman shall be one and by the secretary for the time being.

5. GENERAL MEETINGS

(a) The financial year shall end on the 31st December, and the annual meeting of the Society shall be held in Invercargill before the 28th day of February following. At such meetings the Board shall present a report embodying the work of the financial year then past, relating to the Society and also a statement of account relating thereto for alike period. Such meetings shall be properly convened by circular, addressed by ordinary post, to the members at least seven clear days before such meetings.

- (b) Special General Meetings, may be held at such times as the Board may appoint, and shall be convened in the manner above provided for annual meetings.
- (c) All voting at any general meeting may be made by show of hands or other wise, as the chairman shall direct. The chairman shall have in all cases of equal voting, a casting vote, as well as a deliberative vote.
- (d) The chairman of the Board shall preside at all general meetings but in the event of his not being present at such meeting then one of the committee-men appointed by the Board shall preside.
- (e) The quorum at any annual or general meeting of the Society, shall be fourteen members. If within 15minutes after the time for which a general meeting is called, a quorum is not present, the meeting shall stand adjourned for one week when the meeting shall be held, irrespective of a quorum being present or not.

6. GENERAL

- (a) The Board may from time to time make such rules and by-laws for the management of the affairs of the Society, or the protection or control of, the assets belonging to the Society as they may consider necessary or desirable.
- (b) No real property belonging to the Society shall be sold, except by a special resolution passed at a special general meeting called specially for the purpose.
- (c) The Board of Proprietors may grant to any member of staff of the school, fair and reasonable remuneration, for services in its boarding establishment or employment in an extra-curricular activity.
- (d) The Board of Proprietors in conjunction with the Minister of Education, shall fix a scale of fees for Attendance Dues and Proprietors Levy at the school.
- (e) The Board of Proprietors shall fix a scale of fees for Boarding fees and

extras at the school, and may vary such scale, and in their discretion reduce the fees payable in respect

of any pupil.

- (f) The Society may from time to time in pursuance of a resolution of the Board of Proprietors, borrow any moneys for the purposes of the Society, by the issue of bonds, secured or unsecured, or of debentures charged upon, all or any of, the real and personal property of the Society (either present or future), or by mortgages or charges (with powers of sale and other usual powers), of all or any of the property of the Society, and may redeem and pay off any such securities.
- No Member shall receive any profit (g)or emolument from the Society, otherwise than as a salaried officer for professional services rendered, or work done or material supplied at the request of the Board.
- The Board of the Proprietors may (h) enter into any contract or agreement with any person, corporate body, or the Crown so to carry out the objects as set out in Section 2 of these rules.
- (i)The Board may at any time it considers desirable so to do, refund to any person who has made a donation to the Society, the whole or any part of such a donation.

(j)The registered office of the Society shall be at Invercargill.

- (k) The Society shall not be dissolved except by "Special Resolution" passed in accordance with the provisions of the regulations made under "The Incorporated Societies Act 1908", and upon the winding up of the Society, the assets shall be applied for such charitable educational or philanthropic purposes as the Society, subject to the approval of the Registrar of Incorporated Societies, shall decide.
- (1)No addition to, or alteration, amendment or revision of these rules shall be made, except at any annual

meeting or a special general meeting called for the purpose. Notice of the purpose or nature of which addition or alteration, shall have been given in writing.