

Vivien Brass
Settlor

and

NCJW (Victoria) Community Services Inc
Trustee

Trust Deed

The NCJW (Victoria) Social Support Trust

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THIS DEED is made on 12TH MARCH 2013

PARTIES

VIVIEN BRASS

of 8 Bromley Court, Toorak, Victoria
("Settlor")

and

NCJW (VICTORIA) COMMUNITY SERVICES INC

ARN A0044147M
of 133 Hawthorn Road, Caulfield, Victoria
("Trustee")

BACKGROUND

- A The Settlor desires to establish a charitable trust and for that purpose has paid the sum of ten dollars (\$10) to the Trustee.
- B The Trust will be known as **THE NCJW (VICTORIA) SOCIAL SUPPORT TRUST** or such other name as the Trustee may determine from time to time.
- C The Trustee has agreed to become the Trustee of the Trust on the trusts for public charitable purposes and the Trust will be governed and administered in accordance with the provisions in this Deed.
- D The Trust will apply for endorsement as a health promotion charity under item 1.1.6 of section 30-45 of the Tax Act.

AGREED TERMS

1 Definitions and Interpretation

1.1 Definitions

In this Deed the following expressions will, unless there is something inconsistent with the subject matter, have the following meanings:

- (a) "ABN" has the meaning given by the *A New Tax System (Australian Business Number) Act 1999* (Cth);
- (b) "accounting period" means the period from 1 July to 30 June in each year or such other period of 12 months chosen by the Trustee in accordance with clause 13;
- (c) "Accounting Standards" has the meaning in section 9 of the Corporations Act;
- (d) "accretion" includes bonus shares and any capital profits resulting or arising from the conversion or re-investment of a gift;
- (e) "Associate" has the meaning outlined in section 318 of the *Income Tax Assessment Act 1936* (Cth) as if the reference to the "donor" in that section were

- a reference to the person who under this deed is referred to in relation to the Associate;
- (f) **"Commissioner"** means the Commissioner of Taxation, a Second Commissioner of Taxation or a Deputy Commissioner of Taxation for the purposes of the Tax Act;
 - (g) **"company"** means a company incorporated or taken to be incorporated under the Corporations Act and includes a body corporate building society mutual fund and unit trust;
 - (h) **"Corporations Act"** means the *Corporations Act 2001* of the Commonwealth of Australia or any statutory modification amendment or re-enactment thereof for the time being in force or any subsequent law for the time being in force;
 - (i) **"Deed"** means this Deed and includes this Deed as varied by any modification or alteration lawfully made to this Deed and includes any supplemental deed;
 - (j) **"Donor"** means the donor of a gift to the Trust;
 - (k) **"Eligible Charity"** means a fund, authority or institution:
 - (i) which is charitable at law; and
 - (ii) gifts to which are deductible under item 1 of the table in section 30-15 of the Tax Act; and
 - (iii) if required under the Tax Act, has objects and purposes similar to the objects and purposes of the Company;
 - (l) **"gift"** includes the subject matter of a gift to the Trust and any accretions to that gift and the money investments and property for the time being representing the same and the income thereof respectively and applies to any residue of a gift out of which a payment or application or capital or income has been made by the Trustee;
 - (m) **"Gift Fund"** means The NCJW (Victoria) Social Support Trust Gift Fund established in accordance with clause 4;
 - (n) **"income"** includes any income accrued on any investment or property at the date it becomes subject to the trusts of this Deed but does not include any accretion;
 - (o) **"month"** and **"year"** mean calendar periods;
 - (p) **"Responsible Person"** means an individual who:
 - (i) performs a significant public function;
 - (ii) is a member of a professional body having a code of ethics or rules of conduct;
 - (iii) is officially charged with spiritual functions by a religious institution;
 - (iv) is a director of a company whose shares are listed on ASX Limited;
 - (v) has received formal recognition from government for services to the community; or
 - (vi) is approved as a Responsible Person by the Commissioner, and who, unless the Commissioner otherwise agrees, is not:
 - (A) the Settlor or a Donor;
 - (B) an employee of the Settlor or the Trustee;
 - (C) an Associate of the Settlor or the Trustee or of the directors or officers or members of the board or other controlling committee of the Trustee other than:

- (1) in a professional capacity;
 - (2) as a member of the board or other controlling committee of the corporate Trustee; or
 - (3) as a member of the Trustee;
- (q) "**Tax Act**" means the *Income Tax Assessment Act 1997*;
- (r) "**Trust**" means the trust constituted by this Deed subject to such variations as are hereby authorised and where applicable includes the Trust Fund and the charitable purposes herein expressed and the means of achieving those charitable purposes as set out or authorised by this Deed;
- (s) "**Trust Fund**" means:
 - (i) the Gift Fund;
 - (ii) the sum paid or to be paid by the Settlor to the Trustee;
 - (iii) any other money, investments, assets, shares or property paid transferred or delivered to or acquired or received by the Trustee as additions to the Trust Fund;
 - (iv) all accretions to the Trust Fund;
 - (v) all accumulations of income; and

the money, investments, assets, shares and property from time to time representing the above or into which they are converted, and includes any part of the Trust Fund;
- (t) "**Trustee**" means the Trustee or Trustees of the Trust from time to time;
- (u) "**Trustee Act**" means the *Trustee Act 1958* (Vic) as amended;
- (v) "**Uncommercial Transaction**" means the provision of a financial or other benefit on terms which:
 - (i) would not be reasonable in the circumstances if the benefit were provided on an arms length basis; or
 - (ii) are more favourable to the recipient than the terms referred to in clause 5;

and which a reasonable person in the position of the Trustee would not have entered into having regard to all relevant circumstances.

1.2 Interpretation

In this Deed:

- (a) words importing the singular will (where appropriate) mean and include the plural and vice versa;
- (b) words importing any one gender will (where appropriate) mean and include the other genders and vice versa;
- (c) words importing natural persons will (where appropriate) mean and include corporations and unincorporated associations and vice versa;
- (d) the headings are for convenience of reference only and will not be construed as affecting the meaning or interpretation of this Deed;
- (e) all references in this Deed to any statutory enactment or law will mean and be construed as references to that enactment or law as amended or modified or re-enacted from time to time and to the corresponding provisions of any similar enactment or law of any other relevant jurisdiction and includes regulations and statutory instruments thereunder;

- (f) all references in this Deed to sections articles clauses sub-clauses and paragraphs will mean and be construed as references to the sections articles clauses sub-clauses and paragraphs of this Deed (as the case may be).

2 Purposes and application of Trust Fund

- 2.1 The Trustee will hold the Trust Fund on the trusts expressed in this Deed.
- 2.2 The Trustee will apply the Trust Fund and the income thereof (including any income which may be derived by the Trust as a beneficiary of or which may be allocated to the Trust by the trustees of any other trust or trust fund whether now in existence or hereafter to be established) for in or towards promoting the prevention or control of disease in human beings and in particular:
- (a) to provide support to improve the wellbeing of new mothers experiencing mental health issues, including:
 - (i) arranging informal, confidential, home-based mentoring and counselling;
 - (ii) creating support groups for women facing similar challenges; and
 - (iii) providing relevant information and access to trained health professionals;
 - (b) to provide support to Australian women suffering from or otherwise affected by disease (including but not limited to mental health issues), including:
 - (i) arranging mentoring, counselling, support groups and education for those suffering from disease and for the families and friends of those suffering from disease;
 - (ii) providing relevant information, aids and equipment to those suffering from disease;
 - (iii) arranging visits at hospitals, nursing homes or the homes of those suffering from disease; and
 - (iv) providing access to trained health professionals; and
 - (c) to engage in activities to advance knowledge and to promote public awareness in respect of a wide range of mental health issues and other diseases affecting Australian women.
- 2.3 Solely for the purposes set out in clause 2.2 of this deed and without limiting those purposes to:
- (a) provide programs and resources for Australian women suffering from or otherwise affected by disease;
 - (b) provide services in the areas of health, counselling, education, training, and communication for the maintenance, advancement and welfare of Australian women;
 - (c) conducting seminars, lectures, forums and educational programs;
 - (d) provide information, courses, programs, research, aids and equipment to program workers and Australian women suffering from or otherwise affected by disease and health professionals, carers and the public;
 - (e) administer one or more funds into which all gifts, donations and bequests to the Trust for the purposes of the Trust will be credited;
 - (f) raise funds, receive donations and other gifts for the Trust to be applied in the pursuit of the purposes of the Trust (including the procurement of government, corporate and individual contributions and donations and engaging in fund raising activities);

- (g) encourage and promote and generally to create greater community awareness in the knowledge and understanding of the objects of the Trust;
 - (h) establish and maintain relationships and close communications with corporations, entities, associations, foundations, institutions, organisations and groups including Federal, State and Local Government instrumentalities, authorities and professionals that may have related interests to the Trust and utilise their resources and facilities to provide and achieve the objects of the Trust;
 - (i) seek and co-ordinate funding from Federal, State and Local Government and the private sector in the form of grants, gifts, donations and bequests committed to the objects of the Trust;
 - (j) disseminate information including newsletters, papers, books, journals, bulletins, brochures, circulars and other publications that the Trustee considers necessary or desirable to promote the purposes of the Trust; and
 - (k) do all such other things as are incidental or conducive to the attainment of the objects and aims of the Trust.
- 2.4 No application will be made of the Trust Fund or the income thereof unless it is for the purposes set out in clause 2.2 and clause 2.3 of this Deed.
- 2.5 The Trust will operate on a not-for-profit basis.

3 Application of Trust Fund

- 3.1 Subject to clause 2 and without limiting the generality of the foregoing the Trustee may apply the Trust Fund and the income thereof by making such occasional periodical or other payments for the purposes of the Trust to such associations funds institutions and organisations as the Trustee will think fit and without the Trustee being bound to see to the further application thereof.
- 3.2 For the purposes of paying or applying the income or capital of the Trust Fund, the Trustee may:
- (a) formulate policies (and without in any way limiting the discretion of the Trustee, the Trustee may formulate policies favouring the payment or application of income or capital of the Trust Fund to or for the benefit of Eligible Charities whose activities are aligned with the interests and purposes of the Trust);
 - (b) make rules in connection with a policy; and
 - (c) revoke or amend a policy or rules and formulate others.
- 3.3 The receipt of any person purporting to be an officer of any association fund institution or organisation will be a valid and effective discharge to the Trustee for any payment made by them to or for or intended to be to or for such association fund institution or organisation.
- 3.4 The Trustee will not be bound to apply all of the income of the Trust Fund in the year of its receipt. If in the opinion of the Trustee it is not desirable to apply any part of the income of the Trust Fund for the purposes of the Trust in the Accounting Period in which it is received, the Trustee may, subject to the Tax Act or any guidelines issued by the Commissioner or with the prior approval of the Commissioner, pending its application pursuant to clause 2 invest such part of the income in accordance with the provisions of this Deed relating to the investment of the Trust Fund or pay the same into a bank account.
- 3.5 The Trustee may, at any time and from time to time, set apart as a reserve or sinking fund the whole or any part of the income of the Trust Fund in any year to meet payments

in respect of any periodical payment agreed to be paid by the Trustee and may invest any sums so set apart and also (if and when thought fit) the resulting income thereof in accordance with the provisions of this Deed relating to the investment of the Trust Fund with power at any time to vary any of such investments and the Trustee may at any time sell any investment representing the capital or income of the reserve or sinking fund and apply the proceeds of sale as income of the Trust Fund.

- 3.6 The Trustee may accumulate and retain such other gifts to the Trust Fund or other receipts or income of the Trust as are from time to time approved by the Commissioner.

4 Gift Fund

- 4.1 The Trustee may (and will, if required under the Tax Act) establish and maintain, for the specific purposes set out in clause 2, a fund known as The NCJW (Victoria) Social Support Trust Gift Fund:
- (a) to which gifts of money or property for those purposes may be made;
 - (b) to which any money received by the Trustee because of those gifts is to be credited; and
 - (c) that does not receive any other money or property.
- 4.2 If a Gift Fund is maintained by the Trustee then:
- (a) the Trustee may use gifts made to the Gift Fund and any money received because of those gifts for the purposes set out in clause 2;
 - (b) the Trustee may maintain a separate bank account for the Gift Fund and must comply with Subdivision 30-BA of the Tax Act with respect to the administration of the Gift Fund;
 - (c) for the avoidance of doubt, it is declared that the Gift Fund forms part of the Trust Fund; and
 - (d) the Gift Fund will be administered by a committee of not less than three persons appointed by the Trustee, at least two of whom will be Responsible Persons. The Gift Fund committee will have the sole responsibility for decisions regarding the use and application of all gifts or contributions made to the Gift Fund and any money received because of those gifts or contributions for the purposes set out in clause 2.
- 4.3 The Trustee must issue a receipt for every gift received by the Gift Fund.
- 4.4 In accordance with the Tax Act, receipts issued for gifts must state:
- (a) the name of the Trust;
 - (b) the ABN applicable to the Trust; and
 - (c) the fact that the receipt is for a gift.
- 4.5 Clauses 4.2 to 4.4 (both inclusive) apply only if the Trust is required to establish a Gift Fund by the Tax Act or if determined by the Trustee.

5 Uncommercial Transactions

- 5.1 Apart from a payment or application under clause 3, a payment under clause 9 or a payment or application approved by the Commissioner:
- (a) no part of the Trust Fund or the income of the Trust Fund will be applied paid, transferred or distributed, directly or indirectly, by way of bonus, fee or otherwise

for in or towards the benefit, advantage or otherwise provide rights or privileges to, directly or indirectly, the Trustee, any of its directors or officers or to the Settlor or to a Donor or to any Associate of the Trustee, the Settlor, or a Donor by way of an Uncommercial Transaction;

(b) the Trustee will not:

- (i) loan any part of the Trust Fund or the income thereof to the Settlor, the Trustee, a Donor or any Associate of the Trustee, Settlor, or a Donor, whether at interest or not, or make any similar such arrangement;
- (ii) accept property where there is an agreement to allow the Settlor, the Trustee, a Donor or any Associate of the Trustee, Settlor, or a Donor to use or access the property.

5.2 Notwithstanding anything contained in this Deed, nothing contained in this Deed will prevent the payment, in good faith, of remuneration to any officers or servants of the Trustee in return for any services actually rendered to the Trust or for goods supplied in the ordinary or usual way of business.

6 Appointment and removal of the Trustee

- 6.1 The provisions contained in this clause 6 as to the appointment of a new Trustee and the discharge and retirement of the Trustee will apply by way of extension to and not in substitution for the powers of appointment conferred upon trustees by Section 6 of the Trustee Act.
- 6.2 A body corporate must be the sole trustee of the Trust.
- 6.3 The Trustee may, at any time by resolution of the Trustee at a duly convened meeting of the board of directors or other controlling committee of the Trustee at which all directors or officers of the Trustee are present or have given the right of proxy and where 65% or more of the directors or officers of the Trustee vote in favour of such resolution –
- (a) retire as Trustee; and
 - (b) appoint a new Trustee in its place.
- 6.4 The Trustee may retire upon giving at least two months' notice in writing of its intention to do so to the Attorney General of the State of Victoria or other responsible officer of the Crown charged with the supervision of charities in Victoria. Upon the expiration of such notice, the Trustee giving the notice will cease to be the Trustee however in the event there is no Trustee, then the Trustee cannot resign until a replacement Trustee is appointed.
- 6.5 If at any time there is no Trustee and there is no person in existence able or willing to make an appointment under clause 6.3 the Attorney General for the time being of the State of Victoria or other responsible officer of the Crown charged with the supervision of charities in Victoria may appoint the Trustee.

7 Proceedings of the Trustee

- 7.1 The following procedures and rules of this clause 7 will be observed by the Trustee in the administration of the Trust and will be applicable to meetings of its board of directors or other controlling committee.
- 7.2 The Trustee must exercise the degree of care, diligence and skill that a prudent individual would exercise in managing the affairs of others.

- 7.3 The directors or officers of the Trustee will meet at least once in each calendar year and will hold such further meetings as may from time to time seem necessary or desirable.
- 7.4 The meetings of the directors or officers of the Trustee will be held in such place as may from time to time be determined by the directors or officers of the Trustee.
- 7.5 Any director or officer of the Trustee may at any time call a meeting of the Trustee.
- 7.6 At any meeting of the directors or officers of the Trustee two thirds of the directors or officers of the Trustee will form a quorum provided that at least one of the directors or officers forming the quorum is a Responsible Person.
- 7.7 Decisions of the directors or officers of the Trustee need not be unanimous but will be by a majority of those directors or officers present and voting at any meeting.
- 7.8 Once in each calendar year at a meeting of the directors or officers of the Trustee a Chairman will be appointed. In the case of an equality of votes the Chairman will not have a second vote.
- 7.9 Any resolution of the directors or officers of the Trustee may at any time be rescinded or varied.
- 7.10 The directors or officers of the Trustee will keep a minute book in which will be recorded the proceedings of the directors or officers of the Trustee and if such minutes are confirmed they will be signed by the Chairman of the meeting or of the meeting at which they are confirmed.
- 7.11 A resolution in writing signed by the directors or officers of the Trustee will be as valid and effectual as if it had been passed at a meeting of the directors or officers of the Trustee duly convened and held.
- 7.12 Any resolution passed in accordance with the provisions of clause 7.11 may consist of identical copies of the document recording the resolution and accompanying information, each signed by one or more directors or officers of the Trustee.
- 7.13 For the purpose of this Deed the contemporaneous linking together by telephone or by such other method of audio or audio visual communication system of a number of the directors or officers of the Trustee not less than the quorum specified in clause 7.6 or otherwise as the case may require whether or not any one or more of the directors or officers of the Trustee is out of Australia will constitute a meeting of the directors or officers of the Trustee and all the provisions in this Deed as to meetings of the directors or officers of the Trustee will apply to such meetings subject to the following conditions namely:
- (a) all the directors or officers of the Trustee for the time being entitled to receive notice of a meeting of the directors or officers of the Trustee will be entitled to notice of a meeting by telephone or by such other method of audio or audio visual communication system and to be linked by telephone or such other audio or audio visual communication system for the purposes of such meeting;
 - (b) each of the directors or officers of the Trustee taking part in the meeting by telephone or by such other method of audio or audio visual communication system must be able to hear each of the other directors or officers of the Trustee taking part at the commencement of the meeting; and
 - (c) at the commencement of the meeting each director or officer of the Trustee must acknowledge his presence for the purpose of a meeting of the directors or officers of the Trustee to all other directors or officers of the Trustee taking part.
- 7.14 All directors or officers of the Trustee will be given notice of any meeting of the directors or officers of the Trustee and a notice of a meeting of directors or officers of the Trustee

may be given by telephone, personally, by facsimile or by such other method of audio or audio visual communication system as the directors or officers of the Trustee may from time to time determine, provided that any notice not given in writing is confirmed in writing prior to the commencement of the relevant meeting.

- 7.15 For the purposes of clause 7.13 a director or officer of the Trustee may not leave the meeting by disconnecting his telephone or such other audio or audio visual communication system unless he has previously obtained the express consent of the Chairman of the meeting and a director or officer of the Trustee will be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting unless he has previously obtained the express consent of the Chairman to leave the meeting.
- 7.16 A minute of the proceedings at meetings convened by telephone or by such other method of audio or audio visual communication system will be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified to be a correct minute by the Chairman of the meeting.

8 Delegation of powers and management

- 8.1 The Trustee may at any time delegate any of its duties or powers to a corporate trustee or to any subcommittee consisting of such directors or officers of the Trustee or other persons as the Trustee may think fit.
- 8.2 The Trustee may at any time appoint or make provision for the appointment of any persons who in the opinion of the Trustee are likely to be of assistance to it in the administration of the Trust as an advisory committee to advise the Trustee from time to time on what basis in what manner and to whom the income of the Trust or any part thereof will be paid and on such other matters as the Trustee may think fit and the Trustee may pay reasonable remuneration to the members of such committee and may prescribe rules for the meetings of the committee but will not be bound to accept the committee's advice.
- 8.3 The Trustee may from time to time appoint any person or persons to be the attorney or attorneys agent or agents of the Trustee to exercise upon behalf of the Trustee in any place such of the trusts powers and discretions hereby given to or conferred upon the Trustee as it thinks fit and the Trustee will not be liable or answerable for the acts or defaults of any such attorney or attorneys agent or agents.
- 8.4 In connection with the carrying out of all or any of the trusts and powers in this Deed, the Trustee may hire engage or employ and avail itself of the services of professionally qualified persons and specialists (including stockbrokers bankers accountants solicitors architects surveyors and fundraisers) and managers secretaries clerks or other persons as in its absolute discretion it may think fit and may remunerate them out of the capital or income of the Trust and in particular the Trustee may employ and remunerate any member of the board of directors or other controlling committee of a corporate trustee or any member of a corporate trustee or any firm in which any member of a corporate trustee or its board of directors or other controlling committee is a partner and may remunerate him as though he were not a director or officer of a corporate trustee or member.

9 Remuneration of the Trustee

- 9.1 The Trustee will out of the income of the Trust Fund in the first place pay and reimburse itself for all reasonable costs and expenses of or incidental to the management of the Trust Fund or the execution of any of the trusts or powers expressed or implied herein

including the cost of incorporation of any corporate trustee and remuneration of the directors or officers of the Trustee in accordance with clause 8.2.

- 9.2 The Trustee will not be entitled to any fee or remuneration for its trouble and services as Trustee.

10 Powers of the Trustee

10.1 The Trustee may in its absolute discretion and without limiting anything herein contained:

- (a) acquire create donate or provide property of all kinds whether real or personal and including securities debts deposits and choses in action of every description;
- (b) subject to clause 2.2, support public charitable institutions of all kinds and Eligible Charities;
- (c) issue appeals for and collect money, property and goods in kind and organise functions and events of any kind for the purpose of raising funds for the purposes of the Trust or to promote or further any of its purposes;
- (d) pay or apply any income of the Trust at any time or times or hold and carry forward the same for subsequent payment or application otherwise than in the year of its receipt;
- (e) at any time and from time to time sell exchange realise call in convert or otherwise deal dispose or partition any real or personal property comprising or forming part of the Trust Fund or any part thereof or any interest therein as fully as if it were the absolute owner thereof;
- (f) invest the Trust Fund or any part thereof in any manner or engage in any dealing or transaction which it will in its absolute discretion determine including investments securities shares stock bonds debentures debenture stock mortgages and deposits provided that any such investments are investments in which trustees are permitted to invest under the laws of Australia or any State or Territory of Australia;
- (g) pay all expenses and outgoings which may be incurred by it in relation to the Trust Fund and the execution of the trusts in this Deed;
- (h) demise or let any property forming part of the Trust Fund for such terms at such rent and with or without taking a premium fine or for gift and subject to such provisions as appear desirable to the Trustee;
- (i) accept surrenders of lease upon such terms and subject to such conditions as appear desirable to the Trustee;
- (j) appoint or engage and remove or suspend and pay such officers, employees, clerks, servants, consultants or agents as they may from time to time deem desirable and determine their duties and powers and fix their salaries and remuneration and (if considered necessary) require security of such amount as they may deem fit for the proper and efficient discharge of such duties;
- (k) build, improve repair maintain manage use or demolish any real or personal property forming part of the Trust Fund and insure the same against loss or damage by fire and such other risks as the Trustee may think fit and discharge out of income or capital all outgoings properly payable in respect of the property without prejudice to the right of the Trustee to make it a condition of letting any person into the possession of any property (whether as tenant at will or otherwise) that such person will pay and discharge all or any part of such outgoings and make allowances and arrangements in respect of any such property and grant or acquire easements or other rights and generally deal with

such land or join in dealings with the same as if beneficially entitled thereto and without being responsible for any loss;

- (l) exercise all rights privileges and perform all duties appertaining to any shares or stock for the time being subject to the trusts of this Deed with liberty to assent to any arrangements modifying those rights and privileges or duties or providing for the listing of those shares or that stock on a Stock Exchange and agree to any scheme or arrangements for reconstruction or the increase or reduction of the capital of any company and for such purpose deposit surrender or exchange any of those shares or that stock or the title thereto and pay any calls or contributions or other necessary expenses in connection with those shares or that stock or any arrangement;
- (m) from time to time open and maintain in its name or in the names of any corporate trustee a banking account or banking accounts at such bank or banks as it will from time to time decide and at any time pay or cause to be paid any moneys forming part of the Trust Fund or of the income thereof to the credit of any such account or accounts or place or cause to be placed the same on deposit with any banker or bankers;
- (n) permit any investments forming part of the Trust Fund to be held in the sole name of any corporate trustee;
- (o) make rules, regulations and by-laws from time to time in relation to the administration of the Trust and the application of the Trust Fund;
- (p) do such other lawful acts and things as are in its opinion incidental to or conducive to the attainment of the general purposes of the Trust provided always that the Trustee may not raise money on the security of the Trust Fund or any part thereof.

11 Gifts

- 11.1 Notwithstanding anything else contained in this Deed the Trustee may retain in its original form any gift to the Trust without selling or converting the same into money.
- 11.2 Subject to clause 4, the Trustee may invest any gifts or any parts thereof in a common fund or aggregate any gifts or parts thereof for investment and will have plenary power of allocating among any gifts (or parts thereof) so invested any accretions to or income of that investment.

12 Rules

For the purposes of applying the capital and income of the Trust for the purposes hereinbefore mentioned the Trustee will have power to formulate any scheme or schemes for the distribution of the capital or income of the Trust and may prescribe and publish such rules and regulations in connection with the administration operation and distribution thereof and as to the meetings of the Trustee and of any sub-committee and of any advisory committee (if applicable) the method of convening the same and the conduct of its business as the Trustee may consider proper providing always that such rules are consistent herewith and are permitted by law and such rules and regulations will be binding on the persons affected thereby and the Trustee may from time to time revoke add to amend or alter such scheme rules and regulations and formulate another or others in lieu thereof.

13 Accounts

- 13.1 The Trustee will keep or cause proper accounts to be kept in such manner as it thinks fit of the Trust Fund and of all receipts and payments and financial dealings of the Trust Fund and all assets and liabilities of the Trust Fund and of all other matters necessary to show the financial position of the Trust Fund.
- 13.2 The accounting period will be 1 July to 30 June in each year unless otherwise determined by the Trustee in writing.
- 13.3 The Trustee will prepare, or will cause to be prepared, financial statements showing the financial position of the Trust Fund at the end of each accounting period in accordance with the Accounting Standards.
- 13.4 The Trustee will arrange for the financial statements prepared pursuant to clause 13.3 to be audited by a person registered, or taken to be registered as an auditor under Part 9.2 of the *Corporations Act 2001* and a report prepared as soon as practicable after the end of the accounting period.

14 Liability of Trustee

- 14.1 The Trustee will only be liable for its own wilful default in the performance of the Trusts in this Deed and will not be liable for any mere neglect or unwitting breach of trust or for any involuntary loss and will be entitled to be indemnified from the Trust Fund in respect of any loss or liability or loss occasioned by the failure to insure or maintain any insurance nor for any loss accruing from a loss in value of any property comprising part of the Trust or in which the Trust is invested unless the loss or liability is attributable to the dishonesty of the Trustee or the wilful commission or omission of an act known by the Trustee to be a fraudulent breach of trust in bad faith.
- 14.2 In particular and without restricting the generality of the foregoing the Trustee will not be liable for any loss occasioned by the default of its directors, officers, servants or employees or any person rendering services in connection with the Trust, nor for any involuntary loss or loss occasioned by the failure to insure or maintain any insurance, nor for any loss accruing from a loss in value of any property comprising part of the Trust or in which the Trust is invested.

15 Indemnity of Trustee

The Trustee is entitled to be indemnified out of the Trust Fund in respect of:

- (a) all costs and expenses incurred by the Trustee relating to:
- (i) entering into this Deed or any amendment to this Deed;
 - (ii) establishing, operating, administering, amending, terminating and winding up the Trust; or
 - (iii) otherwise in respect of the Trust and all matters incidental to the Trust; and
- (b) all liability incurred (including liability for income tax and any other taxes and all fines and penalties payable in relation to those taxes) and acts and things done in connection with or resulting from the matters referred to in clause (a) including, but not limited to, the Trustee performing its duties and exercising its powers, rights and discretions under this Deed.

16 Amendment of this Deed

The Trustee may at any time and from time to time by supplemental deed revoke, amend, vary or extend all or any of the trusts powers and provisions contained in this Deed in such manner as the Trustee will think fit provided always that:

- (a) no part of the Trust will become subject to any trusts other than trusts for public charitable purposes; and
- (b) the Commissioner consents to the revocation, addition or variation.

17 Dissolution/winding up of Trust

- 17.1 The Trustee may at any time by resolution of the Trustee at a duly convened meeting of the directors or officers of the Trustee at which all of the directors or officers of the Trustee are present or have given the right of proxy and where 75% of the directors or officers of the Trustee vote in favour of such resolution, determine to dissolve and wind up the Trust.
- 17.2 At the first occurrence of:
- (a) the winding up of the Gift Fund; or
 - (b) the Trust ceasing to be a fund or institution under item 1 of the table contained in section 30-15 of the Tax Act;
- any surplus assets of the Gift Fund must, as determined by the Trustee, be transferred to one or more of:
- (c) Eligible Charities; or
 - (d) funds, charitable at law, which comply with the requirements of item 1 of the table in section 30-15 of the Tax Act.
- 17.3 On the winding up of the Trust, any surplus assets of the Trust after satisfaction of all debts and liabilities, will not be paid to or distributed amongst the Trustee but may, as determined by the Trustee, be transferred to one or more of:
- (a) institutions having objects similar to the objects of the Trust and which prohibit the distribution of the assets to an extent at least as great as that imposed on the Trust; or
 - (b) Eligible Charities; or
 - (c) funds, charitable at law, which comply with the requirements of item 2 of the table in section 30-15 of the Tax Act.
- 17.4 Where gifts to an Eligible Charity are deductible only if, among other things, the conditions set out in the relevant table item in Subdivision 30-B are satisfied, a payment or application of income or capital under this clause must be made in accordance with those conditions.
- 17.5 The identity of such Eligible Charity will be determined by the Trustee at or before the time of dissolution of the Trust and (where applicable) approved by a Deputy Commissioner of Taxation and in default thereof will be determined by the Supreme Court of Victoria.

18 Governing Law

This Deed shall be governed by and construed in accordance with the laws in force in the State of Victoria and each party submits to the non-exclusive jurisdiction of the Courts of that State.

EXECUTED as a DEED

SIGNED SEALED and DELIVERED by)
VIVIEN BRASS in her capacity as Settlor of)
the Trust in the presence of:)



Signature of witness



Vivien Brass

ANNETTE SWEET

Name of witness (print)

SIGNED SEALED and DELIVERED on)
behalf of NCJW (VICTORIA) COMMUNITY)
SERVICES INC by its duly authorised)
representative in its capacity as the Trustee)
of the Trust in the presence of:)



Signature of witness



Signature of representative

HANNAH GREENACRE

Name of witness (print)

Shirley Golan

Name of representative (print)