

**TRUST DEED OF SAINT ANDREW'S COLLEGE
GRAHAMSTOWN**

1. That the object of the said SAINT ANDREW'S COLLEGE (abbreviated as COLLEGE) SHALL be to provide a liberal education, with religious instruction, in accordance with the principles of the Church of the Province of Southern Africa.

COLLEGE shall be a public benefit organisation registered in terms of Section 30 of the Income Tax Act with the principal objective of carrying on public benefit activities contemplated in Part 2 of the Ninth Schedule of the Income Tax Act of 1962. The activities of the COLLEGE shall be carried out in a non-profit manner and with altruistic or philanthropic intent in the Republic of South Africa.

2. That the said COLLEGE shall be governed, managed and directed by a Council, called the COUNCIL OF SAINT ANDREW'S COLLEGE (abbreviated as COUNCIL).

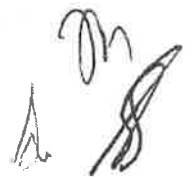
The COLLEGE shall:

- (a) Exist in its own right, separately from its members;
- (b) Continue to exist even when its membership changes and there are different office bearers;
- (c) Be able to own property and other possessions;
- (d) Be able to sue and be sued in its own name.

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

3. That

- (a) the said COUNCIL shall consist of sixteen elected members, of whom at least seven shall be resident within 200 kilometres of Grahamstown, and one member nominated by the Bishop of the Diocese of Grahamstown; and two members nominated by the St Andrew's Preparatory Board;
- (b) five elected members of the COUNCIL shall form a quorum;
- (c) at least two-thirds of all the members of the COUNCIL, both elected and nominated, shall be Communicants, the Chairman shall be a Communicant, and the remaining members shall be Christians and members in good standing of their respective churches;
- (d) the COUNCIL may appoint an alternative to any elected member of the COUNCIL not resident within 200 kilometres of Grahamstown;
- (e) at least two-thirds of such alternates shall be Communicants and the remaining alternates shall be Christians and members in good standing of their respective churches;
- (f) such alternates shall be entitled to receive copies of all minutes, reports and other documents submitted to the COUNCIL from time to time, and to attend any meeting of the COUNCIL and to participate therein, but shall only be entitled

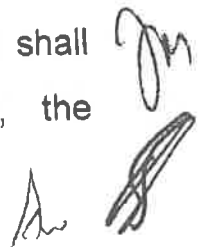


to vote at such a meeting if their respective principals are not present at the meeting when a vote is taken.

4. The members of COUNCIL, for the time being, and the Chairman of the COUNCIL, for the time being, shall be as per a list attached to the Trust Deed, to be updated annually. Each member shall be elected for a period of four years. Nothing herein contained shall prevent any elected members so going out of office from being eligible for re-election. Any alternate member appointed to any elected member shall go out of office when the said elected member retires by rotation as aforesaid, resigns as a member of COUNCIL or for any other reason ceases to be a member of COUNCIL; provided that the said alternate member shall be eligible for re-election as an alternate member notwithstanding that the elected member of COUNCIL to whom the said alternate member had originally been elected is not re-elected or eligible to re-election as a member of the COUNCIL.
5. Deleted
6. That every member of the said COUNCIL, upon being appointed, and at or before the first meeting thereafter of the COUNCIL at which he may attend, shall sign a memorandum declaring his acceptance of the office and his willingness to act in accordance with the trust, covenants and provisions in these presents contained, and until he has signed such declaration he shall not be qualified to act as a member of the COUNCIL.

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

7. (a) At its first meeting each year the COUNCIL shall elect a Chairman who shall continue in office until the first meeting of COUNCIL held in the ensuing year, unless he becomes disqualified to act as a Member of COUNCIL or resigns during the period between the meeting at which he is so elected and the first meeting of COUNCIL in the next ensuing year, in which event the COUNCIL shall at its first meeting after such disqualification or resignation, proceed to the election of a Chairman.
- (b) At its first meeting each year the COUNCIL having elected a Chairman in terms of Clause 7(a) above, shall proceed to the election of a Vice-Chairman to whose election and terms of office the provisions of Clause 7(a) above shall apply *mutatis mutandis*.
- (c) The Chairman, and failing him, the Vice-Chairman, and failing him, a Member of COUNCIL elected by that meeting, shall preside over all meetings of the COUNCIL.
8. The Meetings of the COUNCIL shall ordinarily be held in Grahamstown at least three times in each year, and it shall be the duty of the Secretary to give notice to the members and alternate members previous to every such meeting.
- (a) There shall be a sub-committee of the COUNCIL termed the Executive Committee, (abbreviated as "Exco") which shall act as the management committee of the COUNCIL and shall meet as and when required. When necessary, the



management committee, being Exco, will vote on issues. If the votes are equal on an issue then the Chairperson will have either a second or a deciding vote.

9. The Secretary shall, at the request of the Chairman of the COUNCIL, or of any two members of the COUNCIL at any time, summon a special meeting for any cause that may appear to them sufficient, of which due notice shall be given to the members.

10. (a) The COUNCIL shall appoint a Finance Manager or Bursar.

The Finance Manager's job is to control the day to day finances of the COLLEGE. The Finance Manager shall arrange for all funds to be placed into a Bank account in the name of the COLLEGE. The Finance Manager must also keep proper records of all the finances.

(b) The COUNCIL shall appoint an Honorary Treasurer who shall ensure the keeping of proper financial records by the Finance Manager or Bursar and their satisfactory annual audit.

(c) The COUNCIL shall appoint an Honorary Secretary who shall perform such duties as may be assigned to him from time to time by the COUNCIL.

(d) The financial year end of the trust shall be 31 December.

Handwritten signatures in black ink, including a large stylized signature and a smaller one below it.

11. That should any member of the COUNCIL remain absent from its meetings for a term of twelve months without leave of the COUNCIL, or should he refuse to sign the memorandum, as in the clause 6 hereof provided, his seat at the COUNCIL shall, *ipso facto*, become and be vacant, and a fresh election shall take place.
12. The COUNCIL shall, from time to time, as a vacancy occurs, elect among themselves two Trustees, who together with the Chairman of the said COUNCIL, shall act as and be Trustees of Saint Andrew's COLLEGE.
13. The Trustees, for the time being, and the Chairman of the Trustees, for the time being, shall be as per a list attached to the Trust Deed, to be updated annually.
14. Property
 - 14.1 That all property, movable and immovable, of every sort and description belonging to the said COUNCIL, or to the said COLLEGE, or to which such COUNCIL or such COLLEGE shall become entitled, and all claims for money payable thereto, shall be vested in and become the property of the said Trustees for the time being, in Trust for the purposes and use of the said Saint Andrew's COLLEGE, and the said Trustees, when authorised thereto by the said COUNCIL, shall have the power to buy and sell, and take or give transfer or delivery of property, movable or immovable, including the property of a school already in being, to grant and take leases of property, to pledge or to mortgage property, to invest

A. 

money in Trust or otherwise and generally become and be the owners in Trust for the said COUNCIL.

14.2 14.2.1 The COLLEGE may not give or donate any of its money or property of its COUNCIL Members or office bearers. The only time it can do this is when it pays for work that a COUNCIL Member or office bearer has done for the COLLEGE. The payment must be reasonable amount of the work that has been done.

14.2.2 A COUNCIL Member of the COLLEGE can only obtain a refund from the COLLEGE for expenses that he or she has paid for and on behalf of the COLLEGE.

14.2.3 COUNCIL Members or office bearers of the COLLEGE do not have any rights over any property whether movable or immovable which belong to the COLLEGE.

14.3 Without derogating from what is stated in 14.1 above, it is specifically recorded that Exco, subject to the overriding power of the COUNCIL, shall have the power and authority it needs to be able to achieve the objectives of the said COLLEGE, the activities of which must abide by the law. Power and authority shall *inter alia* include:

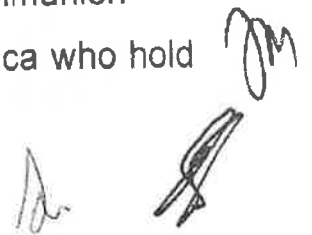
14.3.1 To raise funds or to invite and receive contributions;

14.3.2 the power to buy, hire or exchange any property that it needs to achieve its objectives;

Handwritten signatures in black ink, including a large stylized signature and a smaller one below it.

14.3.3 To make by-laws for the proper management of the COLLEGE.

15. That the said Trustees, and the Trustees for the time being, shall stand possessed of the said assets and property in Trust for the said COLLEGE, in such manner as the said COUNCIL for the time being shall, conformably to the duties imposed upon them by these presents, from time to time order and direct.
16. All actions and other proceedings at law instituted by or against the COUNCIL or Saint Andrew's COLLEGE, shall be so instituted and proceeded in, by or against the said Trustees of the COUNCIL for the time being.
17. That the Bishop of the Diocese, for the time being, shall be as heretofore the Visitor of the said COLLEGE, and it shall be the duty of the said COUNCIL, and of the Headmaster, to receive with respectful attention any representations which the Visitor may make with a view to the efficiency of the COLLEGE as a place of liberal and religious education.
18. There shall be a Headmaster of the COLLEGE who shall be appointed by the COUNCIL, subject to the approval of the Visitor and shall be either –
 - (i) a Clerk in Holy Orders of the Church of the Province of Southern Africa or of one of the Churches in Communion with the Church of the Province of Southern Africa who hold



a licence from the Bishop of the Diocese of Grahamstown,
or

(ii) a Layman who shall:

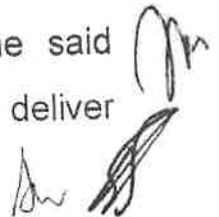
(a) make a solemn declaration that he is a Communicant of the Church of the Province of Southern Africa or of one of the Churches in Communion with the Church of the Province of Southern Africa, and

(b) hold a licence as a Reader from the said Bishop.

19. Every Headmaster before entering upon his office shall sign a declaration, to be entered upon the Minute Book of the COUNCIL, to the following effect;




"I..... declare that I will always, to the best of my ability, discharge the duties of Headmaster of Saint Andrew's COLLEGE, during the tenure of my office, and that if I am removed therefrom in accordance with the provisions of the Trust Deed of the said COLLEGE, I will thereupon acquiesce in such removal and relinquish all claim to the Headmastership and its emoluments, and will deliver up to the COUNCIL, or as it may direct, all property of the COLLEGE then in my possession or occupation."

20. The Headmaster shall dwell in the residence assigned for his use by the COUNCIL, free of all rent, rates and taxes, and shall have the use of such residence and of any property of the said COUNCIL. Such Headmaster shall, if removed from office, deliver

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

up possession of such residence and other property to the COUNCIL, or as it shall direct.

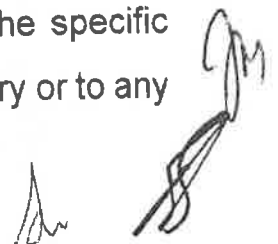
21. The Headmaster shall give his personal attention to the Duties of the COLLEGE, and shall not undertake office or employment which, in the opinion of the COUNCIL, may interfere with his duties.
22. No Headmaster, Second Master or Assistant Teacher shall be a member of the COUNCIL, though they may sit upon Committees of the COUNCIL, when appointed to do so by the COUNCIL.
23. The COUNCIL shall undertake the general supervision of the condition of the COLLEGE buildings and shall fix the salaries of the Headmaster, Second Master and Teachers, and the number of such Assistants as may be employed.
24. Before making any decisions under the last foregoing clause the COUNCIL shall consult the Headmaster, so as to give full opportunity for the expression of his view, and the COUNCIL shall fully consider any such expression of views or proposals and shall decide upon them.
25. Subject to the rules prescribed by, or made under the authority of this Trust Deed, the Headmaster shall have under his control the choice of books, the methods of teaching, the arrangement of classes, and the school hours, and generally the whole internal organisation, management and discipline of the COLLEGE, including the power of convening disciplinary hearings and presiding thereover and the power of expelling pupils, or of suspending them

from attendance thereat, for adequate cause to be judged by him, having regard to the requirements of the laws of natural justice and due process and such laws as are applicable, provided that, on expelling, or suspending any pupil, he shall forthwith report the case to the Chairman of COUNCIL and Vice-Chairman of COUNCIL.

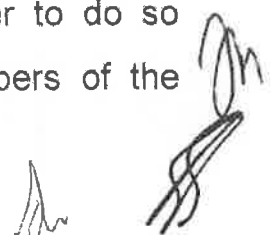
26. The Second Master, Chaplain and Assistant Teachers shall be appointed by the Headmaster, provided that no such appointment be made without the concurrence of the COUNCIL and no Chaplain or Assistant Chaplain shall be appointed without the approval of the Bishop.
27. The Headmaster shall have the power of suspending any Second master, Chaplain or Assistant Teacher subject to compliance with the Labour Relations Act or such Act as may then be in force provided that such suspension be reported without delay to the COUNCIL and the concurrence of a majority of the COUNCIL be obtained.
28. (a) All payments shall be made to the Finance Manager or Bursar or to such other person as the COUNCIL may appoint for that purpose, and all receipts and disbursements shall be correctly entered in the financial records.

(b) No payments shall be made to any person, Trust, or entity otherwise than in the course of the COLLEGE undertaking its objects: Provided that the COUNCIL shall have the specific power to transfer assets and funds to any beneficiary or to any

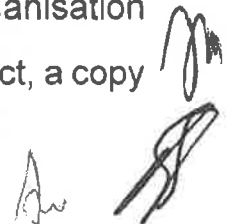
Handwritten signatures in black ink, including a large stylized signature and a smaller one below it.

other person, Trust, or entity as they may select in such amounts and at such times as they deem fit.

29. (a) The relationship between the COUNCIL and the Headmaster shall be governed by the terms of the contract between them and the provisions of the Labour Relations Act or its equivalent.
- (b) In the event of a breach of such contract, notice shall be given to all COUNCIL members by the Chairman and if after due process and compliance with the procedural provisions of the Contract, a decision is reached to terminate the Contract, such decision shall not be implemented unless it has first been referred to COUNCIL as provided hereunder:
- (i) each member of COUNCIL shall be given at least 14 days' notice of 2 special meetings of COUNCIL to be held at least 14 days apart at which the decision shall be reviewed.
- (ii) The decision to terminate shall only be implemented if it has been confirmed at each meeting by not less than two-thirds of the members of COUNCIL present.
- (c) In the event of a breach of the Contract of such a serious nature as to justify immediate suspension of the Headmaster from office, the Chairman shall have the power to do so pending a hearing of the matter and all members of the COUNCIL shall forthwith be notified thereof.

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

30. Should the Bishop of the Diocese at any time judicially revoke his licence granted to the Headmaster such Headmaster shall *ipso facto*, vacate his office and shall have no claim for salary after the date of such revocation.
31. The COUNCIL may, by majority of not less than two-thirds of the members present at any meeting specially called for the purpose, repeal, or amend any provision of the Trust Deed or add any provision thereto: Provided that –
- (a) Notice of not less than one month be sent to each member of the COUNCIL, stating the object of the meeting, in which notice shall be set forth the provision to be repealed or amended and the amendment proposed and also any provision to be added to the provision of the Trust Deed;
 - (b) The power given by this section of repeal or amendment shall not be deemed to give power to repeal or amend the eighteenth clause (as substituted by section two of Act No 15 of 1932, as amended by Act No 2 of 1985) of the clause set forth in the First Schedule to this Act;
 - (c) The third clause of the Trust Deed as set forth in the Second Schedule to this Act shall not be amended in such manner as to abolish the requirements that two-thirds of the Members of the COUNCIL shall be Communicants;
 - (d) For as long as the COLLEGE is a public benefit organisation registered in terms of Section 30 of the Income Tax Act, a copy

Handwritten signatures in black ink, including a large stylized signature and a smaller one below it.

of any amendment of whatsoever nature to the Trust Deed, duly passed in terms of this clause 31, shall be submitted to the Commissioner for the South African Revenue Service.

32. (a) The COUNCIL may, by majority of not less than two-thirds of the Members present at any meeting specially called for the purpose and voting at such meeting, resolve to close down the COLLEGE.
- (b) In the event of such a Resolution being passed by the requisite majority, after payment of all debts of the COLLEGE, if there is property or money remaining, it shall be made over in the appropriate manner to another public benefit organisation registered under Section 30 that has similar objectives and the COUNCIL at such special time shall decide on the identity of the organisation which shall receive the property or money.
33. No donation shall be accepted by COLLEGE which is revocable at the instant of the donor for reasons other than a material failure to conform to the designated purposes and conditions of such donation, including any misrepresentation with regard to the tax deductibility thereof in terms of Section 18A: provided that a donor (other than a donor which is an approved public benefit organisation or an institution, board or body which is exempt from tax in terms of Section 10(1)(cA)(1), which has its sole or principal object the carrying on of any public benefit activity) may not impose conditions which could enable such donor or connected person in relation to such donor to derive some direct or indirect benefit from the application of such donation.



34. COLLEGE will issue receipts to be used by donors to claim tax deductions under Section 18A on which the following details are given, namely:

- The reference number of St Andrew's College issued by the Commissioner for the purposes of this section
- The date of the receipt of the donation
- The name of St Andrew's College together with an address to which enquiries may be directed
- the name and address of the donor
- The amount of the donation or the nature of the donation (if not made in cash)
- A certification to the effect that the receipt is issued for the purposes of Section 18A of the Income Tax Act of 1962 and that the donation has been or will be used exclusively for the object of St Andrew's College in carrying on relevant public benefit activities.

35. No Scholarship, Bursary or award granted will be:

Two handwritten signatures are present in the bottom right corner of the page. The signature on the left is a simple, cursive 'A'. The signature on the right is more complex, featuring a large, stylized 'M' at the top and a series of loops and flourishes below it.

- (a) Revocable, otherwise than for reasons of a material failure to conform to the designated purposes and conditions of the scholarship, bursary or award;
- (b) Subject to conditions which would enable the donor of the funds of the Scholarship, Bursary or award or any connected person in relation to the donor, to derive some direct benefit from the application of the scholarship, bursary or award; or
- (c) Granted to any person who is or will become an employee of the donor of the funds of the Scholarship, Bursary or award (or any associated institution in relation to the donor or COLLEGE) or any relative of the person, unless the circumstances indicate that the Scholarship, Bursary or award would have been granted to the person or his or her relative, even if that person had not been an employee of the donor, COLLEGE or associated institution.

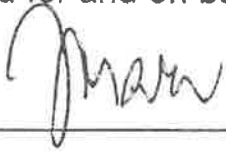
All decisions regarding the granting of Scholarships, Bursaries, or awards will be made by a duly constituted committee consisting of at least 3 persons who are not connected persons in relation to the donors or the person to whom the Scholarship, Bursary or award is granted.

All Scholarships, Bursaries and awards granted in respect of overseas study, research or teaching will be subject to an undertaking by the person to whom the Scholarship, Bursary or award is granted:

A *M*

- (a) to apply the knowledge obtained from the study, research or teaching immediately after the completion thereof, in the Republic for a period of at least the period that the study, research or training was funded by COLLEGE, or
- (b) to refund the full amount of the Scholarship, Bursary or award should he or she decide not to apply the knowledge as contemplated in the sub-paragraph above.

Signed for and on behalf of St Andrew's College, Grahamstown.



John Helenius Maree

CHAIRMAN OF COUNCIL AND TRUSTEE

Date: 10 DECEMBER 2021



Brin Benjamin Brody

TRUSTEE

Date: 8/12/21



Simon James Sancroft White

HONORARY TREASURER, TRUSTEE AND CHAIRMAN OF FINANCE COMMITTEE

Date: 8/12/21

FORMALLY AMENDED BY COUNCIL: 2 DECEMBER 2021



TRUSTEES OF SAINT ANDREWS COLLEGE

GRAHAMSTOWN

30 MARCH 2023

JOHN HELENIUS MAREE

Chairman of Council and Trustee

BRIN BENJAMIN BRODY

Trustee

DAVID RONALD WILSON

Honorary Treasurer, Trustee and Chairman of Finance Committee