

Charitable trust deed – Una Prentice Memorial Trust Fund

Women Lawyers Association of Queensland Inc ABN 79 672 531 991

Table of contents

Background	1
Agreed terms	1
1 Definitions and interpretation	1
1.1 Definitions	1
1.2 Interpretation	3
1.3 Headings	4
2 Declaration of trust	4
2.1 Settlement	4
2.2 Name of Trust	4
3 Purposes	4
3.1 Principal Purposes	4
3.2 Application of income and capital	4
3.3 Factors Trustee may consider	4
3.4 Policies and rules	5
3.5 Trustee may accumulate income	5
4 Non-profit nature of the Trust	5
4.1 Non-profit	5
4.2 Uncommercial transactions	5
5 Decisions	6
5.1 Decisions to be in writing	6
5.2 Once recorded, decisions are irrevocable	6
5.3 Power to make conditional decision	6
6 In Australia	6
6.1 The trust must:	6
7 Trustee	6
7.1 Natural person Trustees	6
7.2 Body corporate Trustee	7
8 Trustee's powers	7
8.1 Investment	7
8.2 Other powers	7
8.3 Powers are supplementary	9
8.4 Sub-funds	9

9	Liability for breaches of trust -----	9
10	Indemnity of Trustee from trust fund -----	10
11	Books of account and receipts -----	10
11.1	Trustee to keep accounts	10
11.2	Financial statements	10
11.3	Audit	10
11.4	Receipts	10
12	Committees -----	11
12.1	Una Prentice Memorial Prize Management Committee	11
12.2	Composition of Una Prentice Memorial Prize Management Committee	11
12.3	Function of Una Prentice Memorial Prize Management Committee	11
12.4	Other committees	11
13	Patrons -----	11
14	Amending this document -----	11
14.1	Power to amend, vary or revoke	11
14.2	Limitations on power to amend, vary or revoke	12
15	General -----	12
15.1	Receipts by others	12
15.2	Trustee's discretion	12
15.3	Personal interest of Trustee	12
15.4	Delegation of powers	12
15.5	Trustee's receipts	12
15.6	Trustee's decisions	13
15.7	Privilege and disclosure	13
16	Winding up -----	13
17	Governing law -----	13
17.1	Applicable Law	13
17.2	Situs of Trust	13
	Execution -----	14

Charitable trust deed

Dated

17 MARCH 2016

Trustee **Women Lawyers Association of Queensland Inc ABN 79 672 531 991**

Background

- A By trust deed dated 7 June 1988 (**original trust deed**) Anthony Graham Prentice as Settlor established a trust called the Una Prentice Memorial Trust Fund (**the trust**).
- B The Settlor settled the trust with the sum of \$3,000.
- C Clause 12 of the original trust deed gives the Women Lawyers Association of Queensland Inc (**WLAQ**) the power to appoint and remove trustees.
- D Clause 13 of the original trust deed gives the WLAQ the power by special resolution at a general meeting to vary the original trust deed.
- E At the general meeting on 19 June 2015 the members of WLAQ resolved to accept appointment of WLAQ as trustee of the trust.
- F At the general meeting on 19 June 2015 the members of WLAQ resolved by special resolution to adopt a new trust deed in the terms of this document.
- G The Trustee has power, among other things, to act as the trustee of the Trust.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this document:

Term	Definition
Accounting Period	means: <ul style="list-style-type: none">(a) the period from the date of this document to the following 31 December;(b) each period of 12 months ending on 31 December in each year; and(c) the period from the last 1 January before the winding up of the Trust until the date the Trust is wound up, or any other period that the Trustee decides from time to time.
Advisory Committee	means a committee established under clause 12.

Term	Definition
Associate	has the meaning outlined in section 78A <i>Income Tax Assessment Act</i> 1936 (Cth) as if the reference to the donor in that section were a reference to the person who under this document is referred to in relation to the Associate.
Commissioner	means the Commissioner of Taxation, a Second Commissioner of Taxation or a Deputy Commissioner of Taxation.
Committee	means a committee established under clause 12.
Corporations Act	means <i>Corporations Act 2001</i> (Cth).
Donor	means the donor of a gift to the Trust.
Principal Purposes	mean the purposes set out under clause 3.1.
Publicly Responsible Person	<p>means a person who:</p> <ul style="list-style-type: none"> (a) has a degree of responsibility to the community as a whole; (b) performs a public function; (c) is a member of a professional body having a code of ethics or rules of conduct; (d) is officially charged with spiritual functions by a religious institution; (e) is a director of a company whose shares are listed on the Australian Stock Exchange; (f) has received formal recognition from government for services to the community; or (g) is approved as a responsible person by the Commissioner, (h) falls within the description published by the Commissioner or the Australian Taxation Office as a person with a degree of responsibility, <p>and who, unless the Commissioner otherwise agrees, is not:</p> <ul style="list-style-type: none"> (i) the Settlor; (ii) an employee or director of the Settlor or the Trustee; (iii) an Associate of the Settlor or the Trustee, or of the directors or members of the board or other controlling committee of the Trustee, other than: <ul style="list-style-type: none"> (A) in a professional capacity; (B) as a member of the board or other controlling committee of the Trustee; or (C) as a member of the Trustee.
Settled Sum	means \$3,000.
Trust	means the trust created by this document.
Trust Fund	<p>means:</p> <ul style="list-style-type: none"> (a) the Settled Sum; (b) any other money or any property the Settlor or another person gifts, transfers, assigns or vests to the Trustee to be held upon the Trust;

Term	Definition
	<ul style="list-style-type: none"> (c) any other money or property acquired by the Trustee under this document; (d) the investments into which any money or property may be converted under this document; (e) any income or capital gain accumulated by the Trustee under this document; and (f) any income of the Trust not yet applied under clause 3.2.
Trustee	means the trustee or trustees for the time being of the Trust, or any one or more of them, whether original, additional or substituted.
Uncommercial Transaction	<p>means the provision of a financial or other benefit on terms which:</p> <ul style="list-style-type: none"> (a) would not be reasonable in the circumstances if the benefit were provided on an arms length basis; or (b) are more favourable to the recipient than if the benefit were provided on an arm's length basis, <p>and which a reasonable person in the position of the Trustee would not have entered into having regard to all relevant circumstances.</p>

1.2 Interpretation

In this document:

- (a) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (b) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (e) a reference to this document includes the agreement recorded by this document;
- (f) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (g) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (h) a reference to 'month' means calendar month.

1.3 Headings

Headings are used for convenience only and do not affect the interpretation of this document.

2 Declaration of trust

2.1 Settlement

The Trustee holds the Trust Fund and the income from the Trust Fund on the trusts, with the powers and subject to the provisions in this document.

2.2 Name of Trust

The Trust is called Una Prentice Memorial Trust Fund.

3 Purposes

3.1 Principal Purposes

- (a) The Principal Purposes are:
 - (i) advancing health;
 - (ii) advancing education;
 - (iii) advancing social or public welfare; and
 - (iv) any other purpose which is beneficial to the general public.
- (b) To achieve the Principal Purposes the Trust may do all things incidental and ancillary to the attainment of those purposes.

3.2 Application of income and capital

The Trustee must hold the Trust Fund on trust to pay or apply the income and, if and so far as it thinks fit, all or any part of the capital of the Trust Fund for the Principal Purposes.

3.3 Factors Trustee may consider

In exercising its discretions under clause 3.2, but subject to the Principal Purposes, the Trustee may have regard to:

- (a) any recommendations of any Committee with authority to make such recommendations; and
- (b) the provisions and objects, so far as they are consistent with the Principal Purposes, of any other trust (including a trust established by a testamentary instrument) where:
 - (i) the capital of that other trust has been transferred to or otherwise vested in the Trustee to hold on the trusts of this document; and
 - (ii) the trustee of the other trust has requested the Trustee to recognise the provisions or objects of the other trust in exercising the Trustee's discretions and powers under this document.

3.4 Policies and rules

For the purpose of paying or applying the income or capital, the Trustee may:

- (a) formulate policies;
- (b) make rules in connection with a policy; and
- (c) revoke or amend a policy or rule and formulate others.

3.5 Trustee may accumulate income

In exercising its discretions under clause 3.2, the Trustee may, in any Accounting Period, choose to accumulate and retain so much of the income of the Trust as it see fit.

4 Non-profit nature of the Trust

4.1 Non-profit

- (a) The income and capital of the Trust must only be applied for the Principal Purposes.
- (b) No income or capital of the Trust may be paid or transferred, directly or indirectly, to:
 - (i) the Settlor;
 - (ii) the Trustee (or any member, director, employee, agent or officer of the Trustee);
 - (iii) a Donor; or
 - (iv) an Associate of the Settlor, the Trustee or a Donor,except for payments:
 - (v) in return for services rendered or goods supplied by a person to the Trust in the ordinary and usual course of business;
 - (vi) as principal payments on money lent by a person, and interest payments if the interest is at a commercial rate; or
 - (vii) in the course of furtherance of the Principal Purposes.
- (c) Any surplus property remaining after winding up of the Trust must not be distributed other than under clause 16, as applicable.

4.2 Uncommercial transactions

- (a) The Trust must not enter into any uncommercial transaction, (which is uncommercial when entered into), unless:
 - (i) it is in the course of furtherance of the Principal Purposes; or
 - (ii) it is for a payment or application approved by the Commissioner.

- (b) The Trust must not provide any benefit, directly or indirectly, to:
 - (i) the Settlor;
 - (ii) the Trustee (or member, director, employee , agent or officer of the trustee);
 - (iii) a Donor; or
 - (iv) an Associate of the Settlor, the Trustee or a Donor.

5 Decisions

5.1 Decisions to be in writing

Any decision of the Trustee under clause 3 must be recorded in written minutes signed by the Trustee or, where the Trustee is a company, in written minutes recording a resolution of a majority of the directors and signed in the manner provided by its constitution.

5.2 Once recorded, decisions are irrevocable

Once a decision made under clause 3 has been recorded under clause 5.1, it is irrevocable with respect to the income and the capital to which it relates.

5.3 Power to make conditional decision

The Trustee:

- (a) may make a decision under clause 3 conditional on the beneficiary using the income or capital the subject of the decision for a particular purpose, project or activity; and
- (b) is not obliged to distribute the income or the capital the subject of the conditional decision to the beneficiary if the Trustee is not satisfied that the beneficiary will use the income or capital for the specified purpose, project or activity.

6 In Australia

6.1 The trust must:

- (a) operate principally in Australia; and
- (b) pursue its Principal Purposes principally in Australia.

7 Trustee

7.1 Natural person Trustees

Where the Trustees are natural persons:

- (a) there must, at all times, be at least three but no more than four Trustees;

- (b) if the number of Trustees is at any time less than three:
 - (i) the remaining Trustees may only act for the purpose of calling a meeting to appoint replacement Trustees as required by this clause 12; and
 - (ii) new Trustees must be appointed by a majority of the continuing Trustees;
- (c) they may, by unanimous agreement, retire and appoint a sole corporate trustee as the new Trustee;
- (d) the Trustees (and the delegates of a Trustee appointed under clause 12) must act jointly, other than in exercising the powers given under clause 7.1(e);
- (e) any Trustee may at any time retire by written notice to the other Trustees; and
- (f) any Trustee may be removed from office by unanimous agreement of the other Trustees.

7.2 Body corporate Trustee

Where the Trustee is a body corporate:

- (a) the constitution and operation of that body corporate must comply and continue to comply with the requirements of a Trustee under this document;
- (b) the body corporate must at all times have at least three individuals on its board or management committee;
- (c) if the number of persons on the board or management committee is at any time less than three the remaining persons may only act for the purpose of calling a meeting to appoint additional persons to ensure compliance with this clause 7.2; and
- (d) the Trustee may, by agreement of the majority of the board or management committee of the Trustee, retire and appoint as its replacement another body corporate, or three or more natural persons.

8 Trustee's powers

8.1 Investment

The Trustee must invest money of the Trust Fund only in a way in which trustees are permitted to invest under the laws of Australia or of any State or Territory of Australia.

8.2 Other powers

The Trustee may:

- (a) change an investment for any others or vary the terms on which an investment is held;
- (b) sell or otherwise dispose of the whole or any part of the investments or property of the Trust Fund;
- (c) borrow or raise or secure the payment of money in any manner the Trustee thinks fit and secure the repayment of any debt, liability, contract, guarantee or other engagement in any way and, in particular, by mortgage, charge, lien, encumbrance, debenture or other

security, fixed or floating, over any present or future asset of any kind and wherever situated;

- (d) take and act on the opinion of a barrister practising in Australia about the interpretation or effect of this document or any of the trusts or powers of this document without responsibility for any loss or error resulting from doing so, but this provision does not stop the Trustee from applying to a court of competent jurisdiction for a ruling on any matter;
- (e) take any action the Trustee thinks fit for the adequate protection or insurance of any part of the Trust Fund;
- (f) purchase, draw, make, accept, endorse, discount, sign and issue promissory notes, bills of exchange, and other negotiable or transferable instruments of any kind;
- (g) subject to the trusts of this document, generally:
 - (i) perform any administrative act; and
 - (ii) pay or deduct all costs, charges, commissions, stamp duties, imposts, outgoings and expenses of or incidental to the Trust Fund or its management or which the Trustee thinks fit to pay or deduct (whether or not the Trustee is under any legal obligation to make the payment) or in connection with the preparation, execution and stamping of this document, as though the Trustee were the absolute owner of the Trust Fund and the income of the Trust Fund;
- (h) attract and encourage donations, gifts (by will or otherwise), endowments, trust distributions and other forms of financial assistance to or for the benefit of the Trust;
- (i) employ and pay or provide any benefit for any employee (not being a relative or Associate of the Settlor or the Trustee or a relative or Associate of a director or shareholder of the Settlor or the Trustee) without being responsible for the default of the employee or for any loss occasioned by the employment;
- (j) engage and pay any agent, contractor or professional person without being responsible for the default of the agent, contractor or employee or for any loss occasioned by the engagement;
- (k) sponsor, organise and undertake fund raising activities and arrange for the issue of appeals to the public for donations;
- (l) accept as part of the Trust Fund any gifts (by will or otherwise), donations, settlements or other dispositions in money, moneys worth or property to or in favour of the Trust Fund and either retain them in their original form without selling or converting them into money, or invest, apply or deal with them in any way that the Trustee may invest, apply or deal with the Trust Fund under this document;
- (m) decline or otherwise refuse to accept as part of the Trust Fund any gift (by will or otherwise), donation, settlement or other disposition in money, moneys worth or property;
- (n) manage any real property it holds with all the powers of an absolute owner including, but not limited to, power to allow any fund, authority or institution which is charitable at law to occupy the property on the terms the Trustee thinks fit; and

- (o) do all other things incidental to the exercise of the Trustee's powers under this document.

8.3 Powers are supplementary

The powers and discretions in clause 8.2 are to be treated as supplementary or additional to the powers vested in trustees by law.

8.4 Sub-funds

- (a) The Trustee may maintain a management account in respect of Gifts and Deductible Contributions from a particular donor or group of donors.
- (b) The management account may be used to record receipts from a donor or group of donors, money received because of those Gifts and Deductible Contributions and payments or applications from the management account.
- (c) The donor or group of donors (or persons nominated by the donor or group of donors) may make requests or indicate preferences, as to the name of the management account, and as to the payments or applications from the account.
- (d) The Trustee is under no obligation to comply, and the Trustee may not agree or give an assurance that it will comply, with any request or preference.
- (e) The management account forms part of the Trust Fund and is not a separate fund.
- (f) The management account may not be separately invested or be separately accounted for in the statutory financial statements of the Trust.
- (g) The Trustee may at any time cease to maintain the management account and account for the money and investments in the general accounts for the Trust Fund.
- (h) The Trustee may provide reports of the investments and application of the management account to the donor or group of donors but is not under an obligation to do so.
- (i) The Trustee may formulate rules and policies relating to the maintenance of the management account provided they are not contrary to this Trust Deed or any requirements of the Commissioner.

9 Liability for breaches of trust

The Trustee, where purporting to act in the exercise of the trusts and powers of this document, and any officer, agent or employee of the Trustee purporting to exercise powers under this document, is:

- (a) not liable for any loss or liability; and
- (b) entitled to be indemnified from the Trust Fund in respect of any loss or liability,

unless the loss or liability is attributable to:

- (c) the dishonesty of the Trustee (or of the relevant officer, agent or employee of the Trustee);

- (d) gross negligence or recklessness of the Trustee (or of the relevant officer, agent or employee of the Trustee); or
- (e) a deliberate act or omission known by the Trustee (or by the relevant officer, agent or employee of the Trustee) to be a breach of trust.

10 Indemnity of Trustee from trust fund

Subject to clause 9, 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 document or any document amending this document;
 - (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 respect of those taxes) and acts and things done in connection with or resulting from the matters referred to in clause 10(a) including, but not limited to, the Trustee performing its duties and exercising its powers, rights and discretions under this deed.

11 Books of account and receipts

11.1 Trustee to keep accounts

The Trustee must keep or cause to be kept proper accounts in respect of all receipts and payments on account of the Trust Fund and of all dealings connected with the Trust Fund.

11.2 Financial statements

As soon as practicable after the end of each Accounting Period the Trustee must prepare or cause to be prepared a financial statement showing the financial position of the Trust Fund at the end of that Accounting Period.

11.3 Audit

If required by law to be audited, the financial statements of the Trust Fund must be audited by a person registered, or taken to be registered as an auditor under part 9.2 Corporations Act.

11.4 Receipts

Receipts issued for gifts must state:

- (a) the name of the Trust Fund;
- (b) the Australian Business Number applicable to the Trust; and
- (c) the fact that the receipt is for a gift.

12 Committees

12.1 Una Prentice Memorial Prize Management Committee

The Trustee must establish a Una Prentice Memorial Prize Management Committee comprising of at least three individuals, the majority of whom are Publically Responsible Persons and may appoint and remove, or make provision for the appointment and removal of, members of the committee.

12.2 Composition of Una Prentice Memorial Prize Management Committee

Unless otherwise determined by the Trustee, the President, Secretary and Treasurer from time to time of the Trustee will comprise the Una Prentice Memorial Prize Management Committee.

12.3 Function of Una Prentice Memorial Prize Management Committee

- (a) The Una Prentice Memorial Prize Management Committee will manage the day to day operation of the trust and, subject to the Trustee's decision, advise the Trustee on how payments or applications of income and capital should be made under clause 3.
- (b) The Una Prentice Memorial Prize Management Committee must have written guidelines settling out the criteria for determination of beneficiaries eligible under the trust.

12.4 Other committees

- (a) The Trustee may establish other Committees.
- (b) Each Committee may consist of a single individual or the number of individuals that the Trustee decides.
- (c) The functions of each Committee will be decided by the Trustee.
- (d) The Trustee may specify:
 - (i) the manner in which proceedings of each Committee are to be conducted;
 - (ii) the matters which the Committee must have regard to in carrying out its functions; and
 - (iii) any other matters concerning the Committee or its functions that the Trustee decides.

13 Patrons

The Trustee may appoint any persons it thinks fit as patrons of the Trust.

14 Amending this document

14.1 Power to amend, vary or revoke

The Trustee may by deed revoke, add to or vary any of the trusts, powers and provisions set out in this document.

14.2 Limitations on power to amend, vary or revoke

Despite clause 14.1, any revocation of, addition to or variation of this document must not without the consent of the Commissioner have the effect that:

- (a) the Principal Purposes would be altered in any way;
- (b) the Trustee would be authorised to invest the Trust Fund other than in a manner in which the Trustee is permitted to invest under the laws of Australia or of any State or Territory of Australia; or
- (c) the Trust would fail for any reason.

15 General

15.1 Receipts by others

The receipt of the person purporting to be the treasurer, secretary or other proper officer of any recipient of a payment or application of income or capital from the Trust Fund under this document is a sufficient discharge to the Trustee and the Trustee need not see to the application of the payment or application.

15.2 Trustee's discretion

Except where there is an express contrary provision in this deed, every discretion given to the Trustee is absolute and uncontrolled and every power given to it is exercisable at its absolute and uncontrolled discretion.

15.3 Personal interest of Trustee

The Trustee and any person who is a director or member of the Trustee may exercise or concur in exercising all powers and discretions given by this document or by law (including making any investment authorised under clause 8.1) even though the Trustee, or any person who is a director or member of the Trustee:

- (a) has or may have a direct or personal interest in the method or result of exercising the power or discretion; or
- (b) may benefit either directly or indirectly from the exercise of any power or discretion,

and even if the Trustee is a sole trustee.

15.4 Delegation of powers

The Trustee may by power of attorney or otherwise delegate to any person any of the discretionary or other powers given to it under this document. The execution or exercise of any of the trusts or powers of this deed by an attorney or delegate is valid and effectual and binds all persons interested in the Trust Fund.

15.5 Trustee's receipts

The Trustee may receive capital and other money and give valid receipts for all purposes including:

- (a) those of any statute; and

- (b) the receipt of any capital money which may or may not be deemed to be capital money for the purposes of any law relating to settled land.

15.6 Trustee's decisions

- (a) The Trustee may decide:
 - (i) whether any money is to be considered as capital or income;
 - (ii) whether any expense, outgoing or other payment ought to be paid out of capital or income; and
 - (iii) all questions and matters of doubt arising in the execution of the trusts of this document.
- (b) Every decision on these matters, whether made on a question actually raised or implied in the acts or proceedings of the Trustee, is conclusive and binds all persons interested under this document.

15.7 Privilege and disclosure

The Trustee is not required to disclose any reasons for any decision made under this document. Any memos or other material recording any decision as to an exercise of discretion or obtained for the purpose of coming to that decision are, at the option of the Trustee, privileged.

16 Winding up

- (a) Subject to clause 16(a), if on the winding up of the Trust, any property remains after the satisfaction of all its debts and liabilities, the Trustee must give and transfer the property to or for one or more funds, authorities or institutions which are charitable at law.
- (b) If the Trust has been endorsed as a deductible gift recipient then upon the revocation of that endorsement or the winding up of the Trust then any surplus assets must be transferred to a fund, authority or institution to which income tax deductible gifts can be made.

17 Governing law

17.1 Applicable Law

This document is governed by the laws of Queensland.

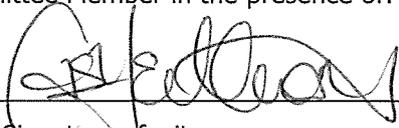
17.2 Situs of Trust

The situs of the Trust and of the Trust Fund is deemed to be Queensland.

Execution

Executed as a deed in Queensland.

Signed by
Women Lawyers Association of Queensland Inc
ABN 79 672 531 991 by its Management
Committee Member in the presence of:

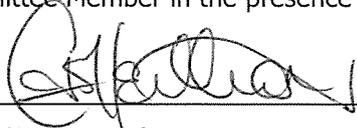
^  _____
Signature of witness

^ CASANDRA HEILBRAN
Name of witness (print)

^  _____
Signature of Management Committee
Member

^ AMELIA ANN TROTMAN
Full Name of Management Committee
Member

Signed by
Women Lawyers Association of Queensland Inc
ABN 79 672 531 991 by its Management
Committee Member in the presence of:

^  _____
Signature of witness

^ CASANDRA HEILBRAN
Name of witness (print)

^  _____
Full Name of Management Committee
Member

^ ANN MAREE DAVID
Full Name of Management Committee
Member