

CERTIFICATE
Paid \$50 - Stamp Duty and Fees
Register No. 90326034 dated 15/08/2019

REGISTERED AT HARARE ZIMBABWE
11 day of SEPT
2019 ~~1942~~ 1942 / 2019
[Signature]

Protocol No. 005 /2019

**CHARLTAN SCHOOL FOR YOUNG MARRIED WOMEN
TRUST**

NOTARIAL DEED OF DONATION AND TRUST

KNOW ALL MEN WHOM IT MAY CONCERN

THAT on the 5th of August in the year of our Lord Two Thousand and Nineteen (2019) before me:

LENIN TINASHE CHISAIRA

of Harare, Zimbabwe, a Legal Practitioner and Notary Public by lawful authority duly sworn and admitted and in the presence of the undersigned witnesses personally came and appeared:

CHARLINE VUTA
(born 09 January 1995)
ID No. 43-176942 H-27
Of 49 Cecil Road
Greendale

2/Harare...

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P.N.
K.M.
N.T.M

Harare

And

TANAKA MAROWA
(Born 28 March 1996)
ID No. 70-280822 X 43
Of 42 Athlone Road
Ruwa

(hereinafter called 'The Founders' and 'Founding Trustees')

And

KUNDAI EVANS MABVARU
(Born 30 November 1994)
ID No. 70-277568 K-49
Of 1879 Knowe
Norton

And

NOMBULELO TARIRO MLILO
(born 18 December 1990)
ID No. 43-160008 B 39
Of 49 Cecil Road
Greendale
Harare

(hereinafter called 'The Trustees')

3/AND THE APPEARERS...

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N.R.M

AND THE APPEARERS DECLARED THAT WHEREAS:

- a) The Founders wish to establish a non-profit making Trust for the purposes of providing access to basic education and self-sustaining vocational skills for early married women.
- b) The Founders are desirous of creating a Trust for the purpose of carrying out the objectives hereinafter described;
- c) The Founders have agreed to donate certain funds to the Trust subject to the conditions set out hereunder;
- d) The Trustees have agreed to accept the initial donation and subsequent donations;
- e) The Trustees have agreed to accept the appointment as Trustees subject to the said conditions;
- f) The Trustees have agreed that if a quorum has been formed any business should be undertaken.

NOW THEREFORE this DEED establishes the Trust on the following terms and conditions; -

1. Name of Trust

The Trust created in terms of this Deed shall be known as **CHARLTAN SCHOOL FOR YOUNG MARRIED WOMEN TRUST** (hereinafter referred to as 'The Trust')

2. Beneficiaries

Any early married women, person/s, groups, communities or organisations in need of basic education and self-sustaining vocational skills.

3. Objectives of the Trust

The aims and objectives for which the Trust has been established are: -

- To provide access to basic education for early married women.
- To empower early married women with self-sustaining vocational skills.
- To promote gender equity in Zimbabwe and around the world.

4/ To mobilise resources...

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- To mobilise resources for the establishment and management of the Trust and its programmes and effectively participate in local and international gender equity and education fora including Conferences and workshops.

4. **Description of Trust Assets**

The assets of the Trust shall consist of; -

- a. An initial donation of Two Thousand Zimbabwe Dollars (ZW\$2000.00) from the Founders.
- b. Such further donation and bequests to or in favour of the trust as may be made from time to time.
- c. Such further assets or investments as the Trustees may acquire including any income not immediately required for the purposes of the Trust and which may be capitalised in terms thereof.

5. **Board of Trustees**

The Founders hereby appoint the Trustees as the First Trustees of the Trust being people who have shown interest in the provision of basic education for early married women. The appointment and period of office of the Trustees shall be subject to the following terms and conditions; -

- 5.1. There shall at all times be not less than three (3) and not more than eight (8) Trustees at any one time. The Trust shall be managed, administered and controlled by the Trustees to be referred to as the Board of Trustees, the first of whom shall be the Trustees who are parties to this Deed and any additional Trustee or Trustees who may be appointed as such in terms of the Constitution of the Trust.
- 5.2. The Board Members shall be drawn from members of the trust or individuals or organisations dealing with the provision of basic education and vocational training for women.

5/**6. Conditions of Appointment**

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6. Conditions of Appointment

The Trustees are hereby appointed subject to the following terms and conditions; -

- a. No remuneration whatsoever, other than necessary out of pocket expenses duly authorised in writing by the Board of Trustees shall be payable to the Trustees for their services in terms hereof,
 PROVIDED that the Trust may pay to any Trustee, such Remuneration as may be agreed from time to time by the Trustees, to such a trustee as may be appointed to carry out executive functions of the Trust.
- b. The Trustees shall register this Deed of Trust and any amendments or supplement thereto which the Registrar of the Deeds Registry, Harare, Zimbabwe, or any other lawful authority in Zimbabwe requiring such registration, if they consider it necessary.
- c. In the event of serious illness, death or resignation of any Trustee, the remaining Trustees shall be responsible for the nomination of a suitable replacement.
- d. Any one of the Trustees shall *ipso facto* vacate office if: -
 - i. she/he is adjudged insolvent or compounds with her/his creditors;
 - ii. she/he is convicted anywhere of theft, fraud, forgery, uttering a forged document, or perjury, and is sentenced therefore to imprisonment without the option of a fine of any amount;
 - iii. she/he is certified insane;
 - iv. she/he resigns her/his office by notice in writing to the other Trustees;
 - v. she/he is removed by any competent court for misconduct from any office or Trust;

6/vi.An order...

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- vi. An order is made under any Act disqualifying him from acting as a Trustee.
- e. Immediately a vacancy in the office of Trustee occurs the remaining Trustees shall forthwith appoint a Trustee to fill such vacancy notwithstanding that the number of Trustees remaining would not otherwise form a quorum.
- f. Appointment to the Board shall be decided by a majority of Trustees holding office at the time.
- g. A Member of the Board shall vacate his/her seat if he/she is absent without leave of the Board from five (5) consecutive meetings of the Board.
- h. During the continuance of any vacancy on the Board, the remaining Members of the Board shall have power to exercise all the powers of the Board.
- i. A quorum for all meetings of the Trustees shall be three (3).

7. Executive Committee

- 7.1. The Board of Trustees shall elect from among themselves the following office bearers:
- a) Co-Chairpersons
 - b) Vice Chairperson
 - c) Secretary
 - d) Treasurer
 - e) Spokesperson
 - f) Any such other office bearers as may from time to time be approved by the Board of Trustees.
- 7.2. The term of office for any office bearer shall be limited to such Trustee's term of office as a Trustee and any trustee elected to fill a vacancy occurring before the expiry of the term of office shall hold office only for the remainder of the term of office in question.

7/ **8.Security...**

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8. Security

The Trustees shall not be required to give security for the due and faithful management of the assets of the Trust and for the due discharge of their Trust duties, and any Master of the High Court or any corresponding or like official or officials having jurisdiction are hereby directed to dispense with such security.

9. Powers of The Trustees

The Board shall have power to conduct and manage the affairs of the Trust , to do everything in the Board's discretion with full and plenary power and authority to do all such things and take all such steps as may appear to be necessary or desirable to give effect to the objects and intentions of the Trust hereby constituted as may be necessary or incidental to the administration and control of the Trust including the following powers: -

- a. The power to purchase, take on lease or in exchange, hire or otherwise acquire rights in or over any real and personal property, in particular any land, buildings, machinery, plant and stock-in-trade, in consideration for such payment out of the funds or other assets of the Trust as may be agreed to by the Board and to construct, maintain and alter any buildings or erections necessary for the promotion of its objects.
- b. The power to sell, improve, repair, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the Trust property, assets or rights.
- c. The power to borrow and raise money and secure or discharge any debt or obligation binding on the Trust or the Board in such manner as the Board may decide, and in particular by mortgage of the Board's undertaking and all or any of the real and personal property (present and future) in the Trust, or by
8/the creating and issue...

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the creating and issue, on such terms as may be agreed between the Board and the persons to whom they are issued, of acknowledgements of debts, to be known as debentures, or other securities of any description.

- d. To amalgamate or affiliate, either wholly or partially, with any other gender and education advocacy society, association, institution or body, whether incorporated or not, having objects similar to any of the objects of the Trust, and which is prohibited by its Constitution from distributing its profits or assets amongst its Members and to take over, purchase or otherwise acquire all or any part of the property, assets or liabilities and engagements of such society, association, institution or body with which it is proposed to amalgamate.
- e. The power to open and operate banking and savings accounts and such other accounts as the Trustees may consider necessary and desirable and to make, accept, endorse, negotiate, execute and issue promissory notes, cheques, bills of exchange and other negotiable instruments by and through the agency of such Members or Member of the Board and any other person as the Board may from time to time appoint to do all or any of these things.
- f. The power to invest any moneys in the Trust in such investments or securities as the Board may choose.
- g. The power to establish and maintain in such investments as the Board may decide a contributor or non-contributor pension fund for employees or former employees of the Board and to grant bonuses, allowances, gratuities or pension, out of such fund or out of the funds in the Trust to such persons or the dependents of such persons.
- h. The power to accept and apply to the purpose and objects of the Trust any donation or bequest of money or property, in

9/accordance...

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accordance with the terms of such donation or bequest, provided that such terms are in accordance with the aforesaid purposes and objects.

- i. The power to employ and provide out of the Trust Fund a suitable remuneration for all such officers, servants and agents as the Board may deem necessary in pursuance of the purposes and objects of the Trust, and to dismiss such officers, servants and agents.
- j. The power to revoke, amend or modify any of the Rules for Administration of this Trust Deed provided however that no such amendment or modification shall be in conflict with the terms of the Deed of Trust.
- k. The power to pay out funds in the Trust to any Member of the Board for expenses incurred with the approval of the Board in and about the performance of duties imposed upon such member by the Trust.
- l. The power to indemnify all or any Members of the Board out of funds in the trust against any loss directly occasioned to such Members or Member in the *bona fide* exercise of the powers of performance of the duties cited herein, whether such loss be occasioned through entering into a contract authorized by the Board in pursuance of the purposes and objects of the Trust or through failure to perform such contract or through delictual liability inadvertently incurred by such Members or Member in the performance on facts approved by the Board, provided, however, that no such indemnity shall extend to any liability incurred for criminal acts of any member of the Board or to loss occasioned through accident, happening to any such Member in and about the performance of his duties.
- m. The power to enter into all such contracts as shall serve to further the purposes and objects of the Trust.

10/n.Without derogating...

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- n. Without derogating from the generality of the foregoing the Trustees shall meet to consider and administer the affairs of the Trust at such times as they may determine from time to time but not less than four (4) times in each calendar year.
- o. In addition to the general powers aforesaid the Trustees shall have the following specified powers: -
- i. To prepare and adopt a Constitution/by-laws regularizing the procedure and the manner in which the Trust will function;
 - ii. To cause a proper set of books and accounts to be kept relevant to the affairs of the Trust which books and accounts shall be audited annually by an Auditor to be appointed by the Board of Trustees who shall have power to vary this appointment from time to time;
 - iii. To call in, recover, collect and if necessary, to sue for all loans or other moneys including rents, and the like belonging to the Trust at any time whether invested by them or otherwise, and to foreclose Bonds and if necessary, to buy in securities;
 - iv. To employ and pay out of the Trust any other person or other persons to do any act or acts including the receipts of monies, although they or any of them could have done that act or these acts;
 - v. To delegate all or any of its powers to any Committee consisting of such

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Member or Members as it thinks fit. Any Committee so formed shall in the exercise of powers so delegated conform to any regulations that may be imposed upon it by the Board;

- vi. From time to time expend such portion of the capital or income of the Trust as they may deem necessary for the preservation, maintenance and upkeep of any property belonging to the Trust and to demolish any buildings which in their opinion should be so dealt with and to erect new buildings on land belonging to or leased by the Trust;
- vii. To apply the capital and income of the Trust to
the furtherance of the objects in such manner as
the Trustees in their discretion may from time to time determine;
- viii. To institute and defend proceedings at law and to proceed to the final end and determination thereof;
- ix. To do all such things and to sign, execute and to deliver all such Deeds, documents and papers as may be requisite, necessary or incidental to the due administration and control of the Trust;
- x. In particular, the Board may appoint an Executive Director, and such other

12/Members...

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Members approved by the Board, to undertake the day to day management and any other specified matters of the Board on its behalf;

- xi. To dismiss the Executive Director or any employee of the trust subject to the Labour laws of Zimbabwe.
- xii. The Board or a Committee thereof or each individual Trustee acting *bona fide* in terms hereof shall not render the individual Members of the Board, Committee or such person personally liable for such action;
- xiii. To delegate to the Executive Director or any other employee all or part of the powers of the Trustees referred to in this clause including the powers to appoint suitable and permanent staff for the management, administration and implementation of the objects and aims of the Trust and to manage and administer the finance required for the implementation of the objects and aims of the Trust;
- xiv. The Trustees shall not receive remuneration for their services but can claim actual expenses incurred on the Trust' business.
- xv. Any Trustee being a legal practitioner, accountant or other person engaged in any professional business, shall be entitled to be paid the usual

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professional or other charges for professional services rendered by him or her in relation to the Trust.

10. Meetings of The Board of Trustees

The Board of Trustees may meet for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit provided the following shall apply to all such meeting of the Board of Trustees:

- a. The quorum necessary for the transaction of the business of Trustees may be fixed by the Trustees and unless so fixed shall be three (3).
- b. Ordinary meetings of the Board of Trustees shall be held at least four times a year on such dates and at such place as may from time to time be determined by the Trustees subject always to fourteen days' notice, provided the Board may meet more times than the minimum provided above as they may deem necessary.
- c. The Trustees may elect a Chairperson for their meetings and determine the period for which they are each to hold office, but if no such chairperson is elected, or if in any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the same, the Trustees present may choose one of their number to be Chairperson for the meeting.
- d. Any questions arising at any meeting shall be decided by a majority of votes, provided that in the case of any equality of votes, the chairman shall have a second or casting vote.
- e. A Trustee may, and the Secretary shall, on the requisition of any Trustee, at any time summon a meeting of the Trustees.
- f. Notice of not less than fourteen days of all meetings of the Trustees shall be given to Trustees and their alternates, but it shall not be necessary to give notice of a meeting of Trustees to any Trustee for the time being absent from Zimbabwe and not contactable by phone

14/or electronic mail...

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or electronic mail.

- g. Any resolution of Trustees may be rescinded or varied by the Trustees as they may determine.

11. Committees of The Trust

- 11.1. The Trustees may constitute a committee for any purpose relevant for this Trust.
- 11.2. The Trustees may delegate any of their powers to committees consisting of such members as they think fit.
- 11.3. The following provisions apply to any committee appointed under this Trust:
- a. Any committee shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Board of Trustees.
 - b. A committee may elect a Chairperson for its meetings, provided that if no Chairperson is elected, or if no Chairperson is present at any meeting, choose any of their members to be Chairperson of the meeting.
 - c. A committee may meet and adjourn as it may determine and any question arising at any meeting shall be determined by a majority of votes of the members present and in the case of an equality of votes, the Chairperson shall have a second or casting vote.
 - d. Any act done by any meeting of Trustees or of a committee of Trustees or by any person acting as a Trustee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of the Trustee or person, or that they or any of them were disqualified, be as valid as if every person had been duly appointed and was qualified to

15/be a Trustee...

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be a Trustee or committee member.

- e. A resolution in writing, signed by the majority of Trustees for the time being entitled to receive notice of a meeting of the Trustees, or the majority of a committee similarly entitled, shall be as valid and effectual as if it had been passed at a meeting of the Trustees or of the committee duly convened and held.

12. Officers of The Trust

- 12.1. Subject to Clause 8 (o) (x), The Trustees shall appoint an Executive Director on such terms and conditions as they consider appropriate.
- 12.2. The Executive Director shall:
- a. Manage the Fund except as otherwise stated in this Trust Deed.
 - b. Prepare annual operating and capital budgets for approval by the Trustees.
 - c. Prepare the annual report.
 - d. carry out all necessary duties in a diligent, effective and efficient manner so as to ensure that the objectives of the Trust are executed in accordance with the decisions of the Trustees
- 12.3. The Trustees shall appoint an Auditor of the Trust on such terms and conditions as they may determine.
- 12.4. The Executive Director in consultation with the Board may appoint such other staff as may be required for the administration and execution of the Trust.

13. Management of The Trust

- 13.1. Unless the Trustees shall otherwise determine, there shall be a Trust Management Committee under the direction and control of the Trustees, which shall be responsible for the general management and administration of the Trust and the

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implementation of the decisions of the Trustees.

13.2. The Management Committee shall comprise the Executive Director and such other persons as the Executive Director may employ.

13.3. The Management Committee shall regulate its own proceedings.

13.4. The Management and any other Committee shall cause proper accounts to be kept of all monies received by the Trust and of the application thereof and cause such accounts to be made up to thirty-first day of December in every year and to be transmitted to the Trustees for incorporation into the accounts of the Trust.

13.5. Any member of any committee who is for any reason unable to be present at any committee meeting may be represented thereat by any person nominated by him in writing and approved by the other committee members and such person shall have and may exercise all the powers, rights and duties of the member by whom he is nominated including the right to reimbursement of all traveling and out of pocket expenses.

14. Finance

The financial year of the Trust shall end on the 31st of December in each year during its duration and the Trustees shall within three months after completion of each accounting year prepare a statement in such form as they shall consider to be appropriate showing the true position of the Fund at such date.

15. Records, Minutes and Accounts

15.1. Adequate records of all proceedings of the Trust shall be properly made and maintained and all such records and other documents relating to the affairs of the Trust shall be kept in safe custody.

15.2. The Trustees shall cause to be kept proper and complete

17/minutes...

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minutes of all meetings of the Trustees which shall be held by the Secretary and shall be made available for inspection by any Trustee at all reasonable times.

- 15.3. The Trustees shall cause to be kept proper books of accounts recording all financial transactions in accordance with generally accepted accounting practices and principles applicable to Trust moneys. The books and accounts shall be audited annually by an Auditor to be appointed by the Board of Trustees who shall have power to vary this appointment from time to time. Once in each year the Treasurer shall produce to a general meeting of the Trustees an Income and Expenditure Account and a Balance Sheet.

16. Resources of The Trust

The Trust Fund referred to in Clause 4 and all other money and property of whatsoever kind, whether the same shall be movable, corporeal or incorporeal, and whatsoever situate, which may from time to time be received by the Trustees for the general purposes and objectives of the Trust, whether received by way of subscriptions, donations, bequests, interests, rents, dividends or any other source shall constitute the Trust Fund together with all income derived therefrom, and the Trust Fund shall be held by the Trustees upon trust to apply both the capital and the income of the Trust as the Trustees in their absolute discretion think fit for the furtherance of the objects of the Trust.

17. Costs

All costs incurred by the Trustees as well as other charges, expenses and disbursements incurred by them in or arising out of their administration of the Trust shall be a first charge on the Trust Fund and the income thereof.

18. Indemnity

All members of the Board of Trustees acting in relation to the

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implementation of bona fide resolutions passed in accordance with the powers and authorities derived from the Trust, are hereby indemnified against all costs, losses and expenses which may incur or become liable in any way in execution of the office, unless the same shall be incurred or occasioned by his own negligence, default or dishonesty.

19. Winding Up

The decision to wind up or dissolve the Trust shall be made only by a resolution to that effect passed by a two thirds ($\frac{2}{3}$) majority of those personally present and entitled to vote at a General Meeting of the Trust convened specifically for that purpose, of which not less than thirty days' notice shall have been given, setting out the terms of the proposed resolution and reasons therefore. In the event of the trust being wound up for any reason, the Trust shall, if necessary, sell sufficient movable or immovable property to pay any unpaid liabilities of the Trust and any movable or immovable property remaining shall be transferred to another organization or association operating in Zimbabwe having similar objectives to the Trust agreed upon by no less than two thirds ($\frac{2}{3}$) of the existing Trustees at such time.

20. Preliminary Expenses

The trustees shall have power to pay out of the trust fund all expenses of whatever nature incident to the creation of this trust.

21. Annual Report

The Trustees shall issue an annual report of the Trust which shall include financial statements and details of the progress made by the Trustees in achieving the objects of the Trust.

22. Common Seal

19/**DECLARATION...**

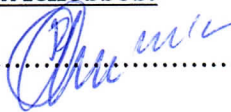
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DECLARATION AND ACCEPTANCE

And the Founders, **CHARLINE VUTA and TANAKA MAROWA** declare that they do hereby donate the benefits conferred upon the said Beneficiaries under and in terms of this Trust Deed

THUS DONE AND EXECUTED BY THE FOUNDERS at **HARARE** on the day, month and year first aforewritten in the presence of the subscribing witnesses and of me, the said Notary Public.

As Witnesses:

1. 



CHARLINE VUTA

Founder and Trustee

2. 

As Witnesses

1. 



TANAKA MAROWA

Founder and Trustee

2. 

Before me



NOTARY PUBLIC

Lenin Tinashe Chisaira
LLM (UCC, Ireland); LLM (London); LL.B (HONS) (UZ)
Legal Practitioner, Conveyancer
Notary Public
Commissioner of Oaths

20/AND THE TRUSTEES...

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AND THE TRUSTEES declare that they do hereby accept the aforesaid office of Trustees upon the terms and conditions and provisions set out in this Trust Deed.

AND THE TRUSTEES declare that they do hereby accept the initial donation by the Founders on behalf of the Beneficiaries of the Trust.

THUS DONE and **EXECUTED** by the **TRUSTEES** at **HARARE** on the day, month and year first aforewritten in the presence of the subscribing witnesses.

As Witnesses:

1. [Signature]

[Signature]

CHARLINE VUTA

Founder and Trustee

2. [Signature]

As Witnesses:

1. [Signature]

[Signature]

TANAKA MAROWA

Founder and Trustee

2. [Signature]

As Witnesses:

1. [Signature]

[Signature]

KUNDAI EVANS MABVARU

Trustee

2. [Signature]

22/As Witnesses...

C.V.
T.N.
KEM
N-EM.

As Witnesses:

1. Fahari.....

M Mbulu
.....

NOMBULELO TARIRO MLILO

Trustee

2. A=U.....

Lenin Tinashe Chisaira
.....

Before me:

NOTARY PUBLIC

Lenin Tinashe Chisaira
LLM (UCC, Ireland); LLM (London); LLB (HONS) (UZ)
Legal Practitioner, Conveyancer
Notary Public
Commissioner of Oaths

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