
CHARITABLE TRUST DEED

RNZE CHARITABLE TRUST (RNZE CT)

FITZHERBERT ROWE
Solicitors (V1)
Palmerston North
and
RNZE Charitable Trust Board (V2)

CHARITABLE TRUST DEED dated 6 May 2011 (Original)

AMENDED AND UPDATED (*) in March 2020 by unanimous resolution of the RNZE Charitable Trust Board, at an ordinary meeting of the Trust Board on 19 March 2020, in accordance with this Deed.

Parties

1. GEORGE WILLIAM BUTCHER of Masterton, Retired Civil Engineer
2. HOWARD EARLE CHAMBERLAIN of Waikanae, Retired
3. JOSEPH SIMON HOLLANDER of Palmerston North, Consulting Engineer
4. DONALD HASTINGS JONES of Palmerston North, Army Officer
5. MICHAEL ALLEN PETTERSEN of Palmerston North, Army Officer
6. ANTHONY EDWIN WILSON of New Plymouth, Civil Engineer
7. BRENT DOUGLAS WILSON of Levin, Soldier

Background

- A. The parties to this Deed wish to establish a charitable trust for purposes described in Clause 2 of this Deed, and
- B. The parties to this Deed have agreed to contribute the sum of twenty dollars each to establish the Trust; and
- C. The parties have agreed to enter into this Deed specifying the purpose of the Trust and providing for its control and governance.

This Deed Witnesses

1. **NAME**
 - 1.1 The name of the Trust is the RNZE Charitable Trust (RNZE CT or "the Trust").
2. **OBJECTS AND PURPOSES OF THE TRUST**
 - 2.1 The objects and purposes of the Trust are as follows:

- (a) To maintain, develop, and preserve research, historical records, artifacts, collections and memorabilia of the Corps of the Royal New Zealand Engineers ("RNZE") for the purposes of:
 - (i) Illustrating to the public the role the RNZE has played in the establishment and development of New Zealand infrastructure and New Zealand military and engineering history; and
 - (ii) Providing the New Zealand Defence Force/New Zealand Army with an aid in the teaching of military and military engineering history.

- 2.2 (a) To preserve RNZE Corps heritage; (*)
- (b) To support the maintenance and management of the Engineer Corps Memorial Centre (ECMC) at Linton Camp and its contents and RNZE artefacts and memorabilia wherever located in New Zealand. The contents of the ECMC being the "assets of the Trust"; (*)
- (c) To promote and support esprit-de-corps within the Corps of RNZE; and (*)
- (d) To support welfare within the Corps of RNZE. (*)

2.3 The activities of the Trust shall be limited to New Zealand.

3 OFFICE

3.1 The office of the Trust will be in such place in New Zealand as the Board of Trustees may from time to time determine.

4 BOARD OF TRUSTEES

4.1 The Trust shall be administered by a Board of Trustees ("the Board").

4.2 The signatories to this Deed will be the first Board.

4.3 The Board will comprise no less than three (3) Trustees and no more than seven (7) Trustees.

4.4 The Trustees shall consist of persons who satisfy the Trustee qualification provisions set out in clause 4.5.

4.5 The qualification provisions for the Trustees of the Trust are:

- (a) The Trustees shall be natural persons

- (b) A Trustee shall not be appointed or continue to act as a Trustee if disqualified in accordance with the provisions of Section 16 of the Charities Act 2005 or any enactment passed in substitution, therefore.
- 4.6 The power of appointment and/or renewal of future or additional Trustees shall be vested in the Board, and by majority resolution, have the power at any time and from time to time by notice in writing to the Trust and to the relevant Trustee, to remove any Trustee from office. (*)
- 4.7 Every Trustee shall cease to hold office at the expiry of three (3) years from the date of their appointment as Trustee unless reappointed by a majority resolution of the Board prior to such date. Unless otherwise removed from office, every Trustee may be reappointed by the Board for up to a further two (2) terms of three (3) years (that is, a maximum term in office of up to nine (9) years in total). (*)
- 4.8 Except as provided for in Clause 4.7, a Trustee shall remain in office as Trustee until such time as the Trustee:
- (a) Tenders a written resignation or dies;
 - (b) Becomes physically or mentally incapable of acting as a Trustee;
 - (c) Commits any act of bankruptcy;
 - (d) Is convicted of any criminal offence involving moral turpitude including any act of dishonesty or any act which otherwise brings such Trustee or the Trust or any of its activities into disrepute;
 - (e) Is removed from office by notice in writing signed by not less than two-thirds (2/3) of the remaining Trustees for the time being;
 - (f) Is removed from office by notice in writing from the Association Executive Council and the Committee in accordance with clause 4.6;
 - (g) Is absent without leave of the Trustees from three (3) consecutive meetings of the Board unless it appears to the remaining Trustees that there is a proper reason for non-attendance; or
 - (h) Is disqualified from continuing to act as a Trustee in accordance with the provisions of Section 16 of the Charities Act 2005 or any amendment passed in substitution therefor.
- 4.9 The name of the Board will be the RNZE Charitable Trust Board.

5 MEETINGS OF THE BOARD

- 5.1 The Trustees shall hold a meeting of Trustees every calendar year as soon as reasonably practicable after the close of the financial year of the Trust (but not within the period of six (6) months from the date of execution of this Deed) as the Annual General Meeting of the Trust at such time and place as may be determined by the Trustees to: (*)
- (a) receive and consider the annual report and review the Trust's activities during the preceding year; and
 - (b) receive, consider and adopt the financial accounts for the Trust; and
 - (c) consider any general business.
- 5.2 The Board shall otherwise meet together for the dispatch of business, adjourn and otherwise regulate their meetings and procedures as they think fit.
- 5.3 The Board shall, at the first meeting of the Board convened after the execution of this Deed, appoint from their number a Chairperson who shall hold office as Chairperson until the next Annual General Meeting of the Trust and at each Annual General Meeting of the Trust the Trustees shall appoint or re-appoint from their number a Chairperson for the forthcoming year.
- 5.4 In the absence of the Chairperson, the Board will elect a person to chair the meeting from among the Trustees present.
- 5.5 The quorum for a meeting of the Board shall be three (3) Trustees present.
- 5.6 The continuing Trustees may act notwithstanding any vacancies in their number but if and so long as their number is reduced below the minimum number necessary to form a quorum at a meeting of the Board, the continuing Trustees may act for the purpose of procuring the filling of vacancies in the number of Trustees but for no other purpose.
- 5.7 All questions will if possible be decided by consensus. In the event that a consensus cannot be reached then a decision will be made by a majority vote by show of hands, unless otherwise determined by the Board. If the voting is tied, the motion is lost.
- 5.8 The Trustees may from time to time appoint a Secretary and/or Treasurer provided that such Secretary and/or Treasurer may but need not be a Trustee of the Trust. The positions of Secretary and Treasurer may be combined.
- 5.9 The Secretary will ensure that a minute book is maintained which is available to any Trustee of the Trust and which, for each meeting of the Board, records:
- (a) the names of those present;

- (b) all decisions made by the Board; and
- (c) any other matters discussed at the meeting.

5.10 Seven (7) days written notice of meetings shall be given to Trustees either personally or by sending such notice through the post addressed at such Trustee's last known address and any notice served by post shall be deemed to have been served on the day following the date on which such notice is posted.

6 POWERS

6.1 In addition to the general laws of New Zealand or contained in the Trustee Act 1956, the powers which the Board may exercise in order to carry out its charitable purposes are as follows:

- (a) to use the funds of the Trust as the Board thinks necessary or expedient in payment of the costs and expenses of the Trust, including the employment and dismissal of professional advisors, agents, officers and staff as appears necessary or expedient; and
- (b) to purchase, take on, lease or in exchange or hire or otherwise, acquire any real or personal property and any rights and any rights or privileges which the Board thinks necessary or expedient with or without option of purchase or, in any other manner, dispose of such property, rights or privileges as aforesaid; and
- (c) to carry on any business; and
- (d) to invest surplus funds in any way permitted by law for the investment of Charitable Trust funds and upon such terms as the Board thinks fit; and
- (e) to borrow or raise money from time to time with or without security and upon such terms as to priority or otherwise as the Board thinks fit; and
- (f) to do all things as may from time to time be necessary or desirable to enable the Board to give effect to and attain the charitable purpose of the Trust.

6.2 If at any time the Trustees shall find their executive or administrative powers inadequately provided for by this Deed, the Trustees may, by Deed, make, take, declare and define such further powers as in their opinion shall be necessary or desirable for attaining of the objects and purposes of the Trust (and such further powers shall be read and construed as though such powers had originally been contained in this Deed) **PROVIDED HOWEVER** that this clause does not allow the Trustees to alter or limit the charitable objects or purposes of the Trust as set out in this Deed.

7 INCOME, BENEFIT OR ADVANTAGE TO BE APPLIED TO CHARITABLE PURPOSES

- 7.1 Any income, benefit or advantage shall be applied to the charitable purposes of the Trust.
- 7.2 No member of the Trust or person associated with a member of the Trust shall participate in, or materially influence, any decision made by the Trust in respect of the payment to or on behalf of that member or associated person of any income, benefit or advantage whatsoever, except where that income, benefit or advantage is derived from:
- (a) professional services to the Trust rendered in the course of business charged at no greater rate than current market rates; or
 - (b) interest on money lent at no greater rate than current market rates.
- 7.3 Any such income paid shall be reasonable and relative to that which would be paid in an arms length transaction (being open market value).
- 7.4 The provisions and effect of this clause shall not be removed from this Deed and shall be included and implied into any document replacing this Deed.

8. POWER TO DELEGATE

- 8.1 The Board may from time to time appoint any committee and may delegate any of its powers and duties to any such committee or to any person. The committee or person may without confirmation by the Board exercise or perform the delegated powers or duties in the same way and with the same effect as the Board could itself have done.
- 8.2 Any committee or person to whom the Board has delegated powers or duties will be bound by the terms of the Trust and any terms or conditions of the delegation set by the Board.
- 8.3 The Board will be able to revoke such delegation at will, and no such delegation will prevent the exercise of any power or the performance of any duty of the Board.
- 8.4 It will not be necessary for any person who is appointed to be a member of any such committee, or to whom such delegation is made, to be a Trustee.

9 FINANCIAL ARRANGEMENTS

- 9.1 The financial year of the Trust will be from 1 January to 31 December.
- 9.2 At the first meeting of the Board in each financial year, the Board will decide by resolution the following;

- (a) how money will be received by the Trust;
- (b) who will be entitled to produce receipts;
- (c) what bank accounts will operate for the ensuing year, including the purposes of and access to accounts.
- (d) who will be allowed to authorize the production of cheques and the names of the signatories; and
- (e) the policy concerning the investment of money by the Trust, including what type of investment will be permitted.

9.3 The Board will ensure that true and fair accounts are kept of all money received and expended by the Trust.

9.4 The Board may arrange for the accounts of the Trust for the financial year to be audited by an accountant appointed for that purpose.

10 COMMON SEAL

10.1 The Common Seal of the Board, following its incorporation, will be kept in the custody and control of the Secretary, or such other officers appointed by the Board.

10.2 When required, the Common Seal will be affixed to any document following a resolution of the Board and will be signed by the Chairperson (or a trustee acting as the Chair) and one other trustee appointed by the Board.

11. ALTERATION OF THIS DEED

11.1 The Board may, by consensus or pursuant to a resolution decided by a two-thirds majority of votes, by supplemental Deed make alterations or additions to the terms and provisions of this Deed provided that no such alteration or addition will:

- (a) detract from the exclusively charitable nature of the Trust or result in the distribution of its assets on winding up or dissolution for any purpose that is not exclusively charitable; or
- (b) be made to clauses 2, 7, 13 or 14 unless it is first approved in writing by the Department of Inland Revenue.

12. TRUSTEE LIABILITY

12.1 No Trustee shall be personally liable for any losses incurred by the Trust other than those attributable to such Trustee's own dishonesty or the willful commission by such Trustee or any act known by such Trustee to be a breach of trust.

12.2 The Trustees are respectively accountable to the Trust for all moneys and securities they actually receive on behalf or in respect of the Trust but subject thereto the Trustees shall be

absolutely indemnified by and out of the Trust property for and in respect of any losses which the Trustees or any of them may sustain by the reasonable carrying on of any financial activity on behalf of the Trust.

13. WINDING UP

- 13.1 The Trust and any body corporate into which the Trust is incorporated at any time, shall be wound up and dissolved whenever a resolution to wind up or dissolve has been passed unanimously by a resolution passed by a two-thirds (2/3) majority of the Board, at a special meeting of Board called for such purpose, of which not less than twenty-one (21) days' notice has been given to each Trustee and such resolution has been approved by the Board. (*)

14. DISPOSAL OF SURPLUS ASSETS

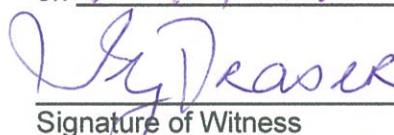
- 14.1 On winding up of the Trust, or on its dissolution by the Registrar, all surplus assets, after the payment of costs, debts and liabilities, will be given to other charitable organisation or organisations within New Zealand as the Board may decide. If the Board is unable to make such a decision, the surplus assets will be disposed of in accordance with the directions of the High Court pursuant to section 27 of the Charitable Trusts Act 1957 or subsequent enactment.

Signed by **JOSEPH SIMON HOLLANDER** as


JOSEPH SIMON HOLLANDER

Trustee and Trust Board Chair

on 1 MAY 2020, in the presence of:


Signature of Witness

Ina Grace Fraser.
Name of Witness

Retired.
Occupation

6 The Oaks, Palmerston North.
Witness Address

Signed by **GEORGE WILLIAM BUTCHER** as Trustee in the presence of:


GEORGE WILLIAM BUTCHER


Signature of witness

M-R HEWISON
Name of witness

ENGINEER
Occupation

Marshall Road, RD2, Cartorton. 5792.
Address

Signed by **HOWARD EARLE CHAMBERLAIN** as Trustee in the presence of:


HOWARD EARLE CHAMBERLAIN


Signature of witness

ROBERT DOUGLAS WILSON
Name of witness

SURVEYOR
Occupation

3 ROSEBANK LANE, LEVIN
Address

Signed by **JOSEPH SIMON HOLLANDER** as Trustee in the presence of:


JOSEPH SIMON HOLLANDER


Signature of witness

Sarah Shopp
Name of witness

Solicitor
Occupation

Palmerston North
Address

Signed by **DONALD HASTINGS JONES** as Trustee in the presence of:


DONALD HASTINGS JONES


Signature of witness


CORINNE RIDDALL
Name of witness

Archivist
Occupation

46 Lombard St, Palmerston North.
Address

Signed by **MICHAEL ALLEN
PETTERSEN** as Trustee in the presence
of:


MICHAEL ALLEN PETTERSEN


Signature of witness

Michael D. OWEN
Name of witness

NZ Army Officer
Occupation

24 Surrey cres Palmerston North
Address

Signed by **ANTHONY EDWIN WILSON**
as Trustee in the presence of:


ANTHONY EDWIN WILSON


Signature of witness

Peter Handcock
Name of witness
Manager Property Assets
Occupation
New Plymouth District Council

Address

Signed by **BRENT DOUGLAS WILSON**
as Trustee in the presence of:


BRENT DOUGLAS WILSON


Signature of witness

Howard Earle CHAMBERLAIN
Name of witness

Retired
Occupation

470 Te Maara Road, WAIKANAHE 5036
Address