
CHARITABLE TRUST DEED

RNZE CHARITABLE TRUST (RNZE CT)

FITZHERBERT ROWE

Solicitors (V1)

Palmerston North

and

RNZE Charitable Trust Board (V2)

RNZE Charitable Trust Board (V3)

CHARITABLE TRUST DEED dated 6 May 2011 (Original)

AMENDED AND UPDATED V2 (*) 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.
AMENDED AND UPDATED V3 () in November 2024** by unanimous resolution of the RNZE Charitable Trust Board, at an ordinary meeting of the Trust Board on 21 November 2024, 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 five (5) years from the date of their appointment as Trustee. Unless otherwise removed from office, every Trustee may be reappointed by a majority resolution of the Board prior to such date. (**)
- 4.7.1 No Chairperson shall serve for more than five (5) consecutive years as Chairperson. (**)
- 4.8 Except as provided for in Clause 4.7, and 4.7.1 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 Trust Board 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 Board shall meet together each quarter for the dispatch of business, adjourn and otherwise regulate their meetings and procedures as they think fit. (**)
- 5.2 In the absence of the Chairperson, the Board will elect a person to chair the meeting from among the Trustees present.
- 5.3 The quorum for a meeting of the Board shall be three (3) Trustees present.
- 5.4 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.
- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 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.

6.3 POWERS OF TRUSTEES

So far as persons dealing with such trustees are concerned, such trustees, shall be deemed to have the same power of sale, lease, mortgage, and disposition over such property as if they were the absolute owners thereof; and it shall not be incumbent upon any person to inquire whether any proposed dealing constitutes a breach of trust, nor shall any person be concerned to see to the application of any purchase, mortgage, or other moneys paid to such trustees.

6.4 TRUSTEE'S MANDATORY AND DEFAULT OBLIGATIONS, INDEMNITY, AND DOCUMENTS

The property of the Trust and any Landed interest is vested with the Trustees and are to be held in perpetuity for the purposes of the Trust and subject to such conditions as stated in the Trust Deed.

Mandatory Duties of Trustees

- (a) Duty to know the terms of the Trust
- (b) Duty to act in accordance with the terms of the Trust

- (c) Duty to act honestly and in good faith
- (d) Duty to further the permitted purpose of the Trust
- (e) Duty to exercise their power for the proper purpose of the Trust

Default Duties of Trustees – to apply to all Trustees unless specifically excluded by the Trust Deed.

- (a) To exercise care and skill that is reasonable
- (b) To invest prudently
- (c) Not to exercise power for their own benefit
- (d) Duty to avoid conflict of interest
- (e) Duty to act impartially
- (f) Duty not to profit
- (g) Duty to act for no reward
- (h) Duty to act unanimously

The terms of the Trust shall not limit nor exclude a Trustee's liability for breach of trust arising from the trustee's dishonesty, willful misconduct, or gross negligence. Nor is a Trustee granted indemnity for the Trustee's dishonesty willful misconduct or gross negligence against the property in respect of liability.

Trustees must keep core documents relating to the Trust or at least be satisfied that they can access copies of all core documents. These core documents are listed in Trust Act 2019 Section 45.

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 Financial Transactions 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.

15. DISPUTES AND COMPLAINTS

- 15.1 Where a dispute or complaint arises from a Trustee(s), or, an Officer(s) appointed by the Trust, or, where a dispute or complaint arises from a person who is not a Trustee or Officer appointed by the Trust. In either case the process of resolution will be undertaken in accordance with, Schedule 2, Option Dispute Resolution Procedures, of the Incorporated Societies Act 2022. For this purpose the Chairman of the Trust, or, such other Trustee appointed for that purpose, may establish a committee as per schedule 2 Section 7.


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


GEORGE WILLIAM BUTCHER

M. R. Hewison
Signature of witness
M-R HEWISON
Name of witness
ENGINEER
Occupation
Marshall Road, RD2, Carterton. 5792.
Address


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


HOWARD EARLE CHAMBERLAIN


Signature of witness
BERT DOUGLAS
Name of witness
SURVEYOR
Occupation
3 Rosslyn Lane, Levin
Address


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


JOSEPH SIMON HOLLANDER


Signature of witness
Sarah Choppard
Name of witness
Solicitor
Occupation
Palmerston North
Address


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


DONALD HASTINGS JONES

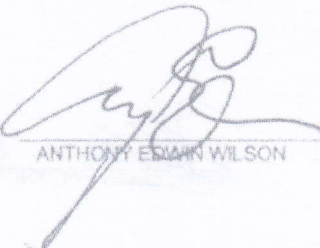

Signature of witness
CORINNE RIDDALLAN
Name of witness
Activist
Occupation
46 Lombard St, Palmerston North
Address


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


MICHAEL ALLEN PETERSEN

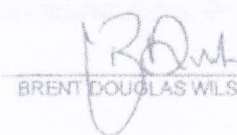

Signature of witness
Michael D. Owen
Name of witness
NZ Army Officer
Occupation
24 Surrey cres Palmerston North
Address

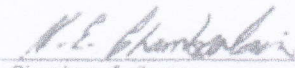
Signed by **ANTHONY EDWIN WILSON** as Trustee in the presence of:


ANTHONY EDWIN WILSON


Signature of witness
Peter Hendrick
Name of witness
Manager Property Assets
New Plymouth District Council
Occupation
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 Maera Road, Waikanae 5036
Address

Signed by **JOSEPH SIMON HOLLANDER** as

JOSEPH SIMON HOLLANDER

Trustee and Trust Board Chair

on 1 MAY 2020 in the presence of:

Ina Grace Fraser

Signature of Witness

Ina Grace Fraser

Name of Witness

Retired

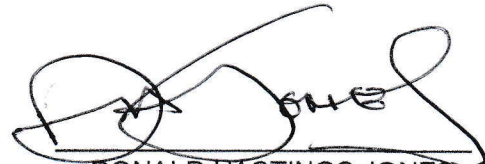
Occupation

6 The Oaks, Palmerston North.

Witness Address

AMENDED AND UPDATED V3 (**) in November 2024


Signed by DONALD HASTINGS JONES as
Trustee and Trust Board Chair



DONALD HASTINGS JONES

on 20 Feb 2025

In the presence of:



Signature of Witness

JOSEPH SIMON HOLLANDER
Name of Witness

RETIRED / ERMEDIA / TAUROS
Occupation of Witness

8 THE OAKS AVENUE, F54412
Address of Witness