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ssing@societies.govt.nz

Cover sheet

Variation of trust /Alteration of rules of a charitable trust board

Sections 23 and 61 Charitable Trusts Act 1957

NOTES

Use this form to notify the Registrar of Incorporated Societies of changes to a Board's trust deed or rules.

Changes and amendments must be attached to this cover sheet separately.

Please enter the name as it appears on the Register of Charitable Trust Boards. You can confirm the full name by carrying out a Register Search at www.societies.govt.nz.

1. Name of Board

Johnsonville Charitable Trust

NPC# 08
25 NOV 2015

2. Registered number

382120

3. Complete this checklist before filing this notice

Tick all options that apply to this variation of trusts/alteration of rules

- The variation of trust/alteration of rules complies with the Charitable Trust Act 1957.
- Any change to the purpose of the charitable trust must comply with the Act.

Note | The document can only be registered if the purpose continues to fall within the following categories:

- the promotion of education;
- the promotion of religion;
- the relief of poverty; or
- other purposes of benefit to the community.

- Does the variation of trust/alteration of rules include a name change for the board?
- If you are changing the name of the Board, have you checked that the name is available by doing a Register Search at www.companies.govt.nz?

Note | Section 15 of the Charitable Trusts Act 1957 regulates Board names generally.

4. Signature

5. Date

20th November 2015

BUSINESS & REGISTRIES
BRANCH, AUCKLAND
23 NOV 2015
RECEIVED

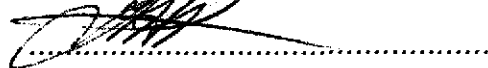
6. Your contact details

Name and postal address
David Evans
PO Box 13072
Johnsonville
Wellington 6440

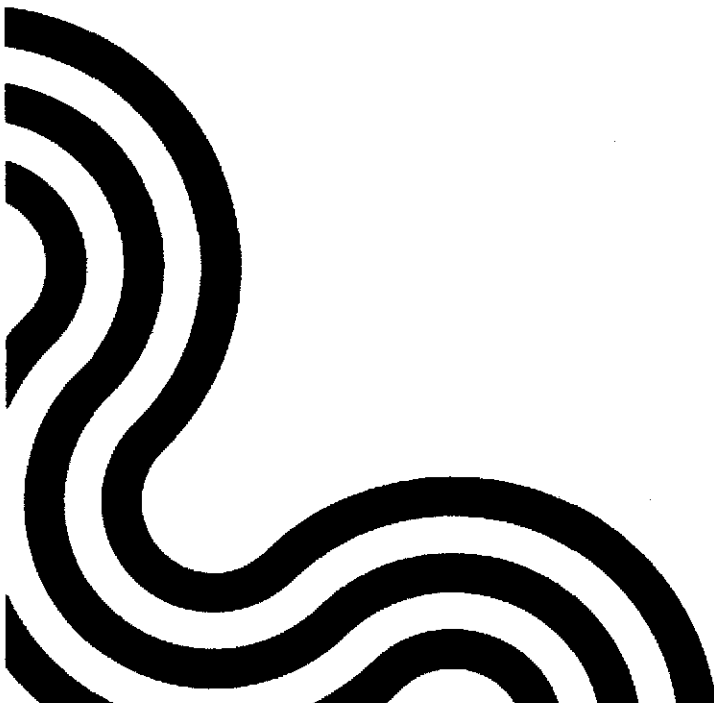
En [Signature]
Tele [Signature]

Johnsonville Charitable Trust

Certified true copy of the Trust Deed



Trustee of Johnsonville Charitable Trust



BUSINESS & REGISTRIES BRANCH, AUCKLAND
23 NOV 2015
RECEIVED

DEED made this 18TH day of NOVEMBER 2015.

BETWEEN **RAYMOND JOHN GOOD, DEPOT SUPERVISOR**
 JAMES CANDILIOTIS, DRIVER
 TRACY ANN HURST-PORTER, COMMUNITY WORKER
 JUSTIN MARK LESTER, PUBLIC SERVANT
 CAMILIA KEEM KIM CHIN, ACCOUNTANT
 (hereinafter called "the Trustees")

BACKGROUND

- A. The Trustees are the Trustees of the Johnsonville Charitable Trust (**the Trust**) pursuant to a Trust Deed dated 27 May 1987.
- C. The Trust Deed has been varied by Deeds of Variation of Trust Deed dated the 11 May 1993 and 24 March 1999.
- D. The Trust Deed has also been varied by unanimous resolution of the trustees dated 15 September 2009 and 5 August 2013.
- D. The Trustees are the members of the Trust Board of the Trust incorporated under the Charitable Trusts Act 1957 on 31 March 1988 (**the Trust Board**).
- E. Clause 7(z) of the Trust Deed provides that:

"The rules for the administration or procedure of the Trust Board set forth in this clause may be amended, added to or rescinded by a resolution in that behalf passed by a majority of not less than three-fourths of the trustees present and entitled to vote at any properly constituted meetings of the Trust Board PROVIDED THAT every trustee of the Trust Board at the time when such a change in such rules is proposed shall be entitled to receive notice of the proposed change in the rules PROVIDED ALSO that no new rule or alteration to the rules shall be valid if it detracts from the charitable nature of the trust AND PROVIDED ALSO that the power contained by this paragraph cannot be used to alter, amend, rescind or add in any way to this paragraph."

- G. The Trust Board has by unanimous resolution resolved to vary the Trust Deed as set out in this Deed.
- H. The proposed variation is not inconsistent with the general scope of the Deed.

DEED

- 1. In accordance with the powers under the Trust Deed enabling them to do so the Trustees declare that the Trust Deed be varied by revoking clauses 1 to 8 inclusively and replacing them with the following clauses.

Interpretation

- 2. In the interpretation of these present except where a contrary intention appears from the context then:
 - 2.1 the term "the Trustees" means the trustees for the time being of the Trust Board and includes the signatories to this Deed;
 - 2.2 the term "trust property" shall mean the real and personal property inclusive of all investments or assets of whatever nature or kind and all income thereon which shall

now or from time to time belong to or be vested in or be hereafter acquired by the Trust Board and shall be held upon the trusts hereinafter set forth.

- 2.3 References to a statute include references to regulations, orders or notices made under or pursuant to such statute and references to a statute or regulation include references to all amendments to that statute or regulation whether by subsequent statute or otherwise and the statute or regulation passed in substitution for the statute or regulation referred to, or incorporating any of its provisions.
- 2.4 Section, clause and other headings are for convenience only and will not affect the interpretation of this Deed.

Objects

- 3 The Trust Board shall henceforth hold the trust property UPON TRUST for all or any of the following objects and purposes:
- 3.1 Such charitable objects and purposes in New Zealand which tend to promote, advance or encourage education, science, literature, art, physical welfare, culture or recreation.
- 3.2 The erection, laying out, maintenance or repair of buildings or places intended to further any of the purposes mentioned in paragraph (a) above.
- 3.3 Any charitable purposes in New Zealand including assistance (whether financial or otherwise) to any individual, association or group which the Trustees shall from time to time select.
- 3.4 Generally to do or perform all such acts, matters or things consistent with the foregoing objects which may conveniently or advantageously be carried on in connection therewith.

PROVIDED THAT the objects and purposes shall be confined to those which are charitable according to the laws of New Zealand.

Investment and Management

- 4 The investment and management of the assets and funds of the Trust will be at the sole discretion of the Trust Board limited only by the terms hereof provided that no benefit or advantage of the kind referred to in sections CW42(1)(c) and CW42(3)-(8) of the Income Tax Act 2007 will be derived by or paid to any person referred to in those sections except as therein exempted from the application of that section and PROVIDED ALSO that the Trust Board is under no obligation to distribute any part of the trust property in any year.

Income, benefit or advantage to be applied to charitable purposes

- 5 All income, benefit or advantage shall be applied for the charitable purposes of the Trust.
- 6 No member or person associated with a member of the Trust Board shall derive any income, benefit or advantage from the Trust where they can materially influence the payment of the income, benefit or advantage except where that income, benefit or advantage is derived from:
- 6.1 Professional services to the Trust rendered in the course of business charged at no greater rate than current market rates; or
- 6.2 Interest on money lent to the Trust by the Trustees at no greater rate than current market rates.

- 7 For the avoidance of doubt, no Trust Board member may take part in deliberations or the decision over any transaction with the Trust Board where that Trust Board member or person associated with that Trust Board member may obtain income, benefit or advantage from that transaction.

Powers

- 8 In addition to the powers implied by the general law of New Zealand or contained in the Trustee Act 1956 or any replacement legislation and in achieving the Trust's charitable purposes and without in any way limiting or modifying any of the powers and discretions contained in this Deed, the Trust Board shall have all the powers of a natural person to do all things required in pursuance of the Trust's objects, including but not limited to, the following powers and discretions:
- 8.1 To purchase, take on lease, take in exchange, take on hire, take by way of gift, or otherwise acquire, and to sell, exchange, surrender, lease, mortgage, charge, convert, turn to account, develop, improve, enhance the value of, dispose of, build, manufacture, or deal with, any real or personal property or rights of all kinds and in particular estates or interests in land, buildings, hereditaments, easements, business concerns and undertakings, mortgages, charges, annuities, patents, licences, shares, stocks, debentures, debenture stock, securities, concessions, options, produce, policies, book and other debts, claims and any other interest in real or personal property.
- 8.2 To let on lease or on hire, to sell, mortgage, charge, or in any other way deal with the whole or any part of the trust property on such terms as the Trust Board shall determine and to accept surrenders of leases or tenancies.
- 8.3 To employ experts to investigate and examine the conditions, prospects, value, character and circumstances of any business concerns and undertakings and generally of any assets, property or rights of the Trust Board or which the Trust Board may wish to acquire.
- 8.4 To advance, deposit or lend moneys, securities or property to or with any financial institution, trust, local authority or any person on such terms and conditions as may seem expedient, whether with or without security, and to discount, buy, sell and deal in bills, notes, warrants, coupons and other negotiable or transferable securities and warrants, and to open bank accounts with any trading bank, savings bank or trustee bank.
- 8.5 To invest any money which may be in the hands or under the control of the Trust Board, whether being the property of the Trust Board or on deposit or loan with it or otherwise at its disposal, in or upon such securities or without security and in such manner as may from time to time be determined by the Trust Board either in the name of the Trust Board or in the name of any Trustee for or nominee of the Trust Board or of a solicitor's nominee company and to vary any investments from time to time made by the Trust Board.
- 8.6 To acquire any securities or investments by original subscription, tender, participation in syndicates, or as consideration for services rendered, moneys paid, guarantees given, or for any other cause or in any other manner whatsoever and whether fully paid or not and to make payments thereon as called upon and to acquire the same whether in excess of the amount proposed to be invested or not and to make such subscriptions as aforesaid conditionally or otherwise and to make advances upon such securities or investments and to invest or reinvest the money received for or produced by the same and generally to vary the securities and investments of the Trust Board from time to time.

- 8.7 To subscribe for conditionally or unconditionally, to underwrite, issue on commission, or otherwise acquire, take hold, deal in or convert stocks, shares, debentures, debenture stock, bonds, obligations and securities of all kinds.
- 8.8 To borrow or raise or secure the payment of money in such a manner as the Trust Board may think fit and to mortgage and charge all or any of the real and personal property and assets present or future of the Trust Board.
- 8.9 To employ such employees, staff, consultants or advisers as may from time to time be considered necessary by the Trust Board and to remunerate any person, firm or company for services rendered to the Trust Board and to make provision for payment of any expenses incurred by any employee of the Trust Board or for the retirement or superannuation of any such employee.
- 8.10 To accept payment for any property or right sold or otherwise disposed of or dealt with by the Trust Board either in cash (by instalments or otherwise), in fully or partly paid up shares of any company or corporation with or without deferred or preferred rights in respect of dividend or repayment of capital or otherwise, in debentures, mortgage debentures, debenture stock mortgages, any other securities of any company or corporation, or partly in one mode and partly in another and generally on such terms as the Trust Board may determine and to hold dispose of or otherwise deal with any shares, stock or securities so acquired.
- 8.11 To effect all such insurances in respect of the carrying out of the purposes of the Trust Board and any rights incidental thereto as may seem expedient and if thought fit to join or become a member of any mutual insurance company or act as agent.
- 8.12 To indemnify and secure any company, firm or person against debt or liability whether incurred or undertaken on behalf of the Trust Board or not and against any costs, losses or expenses whether in connection with the affairs of the Trust Board or not and in connection with the foregoing to charge the assets of the Trust Board.
- 8.13 Generally to invest and deal with the money of the Trust Board in such manner as may from time to time be required.
- 8.14 To lend and advance money, to give credit to any person or company, to guarantee and give guarantees for the payment of money or the performance of contracts or obligations by any person or company, such loans or advances to be made with provision for the payment of interest at commercial rates unless given to a charitable organisation or other organisation established for the benefit of the community or any particular community.
- 8.15 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants and other negotiable or transferable instruments.
- 8.16 To adopt such means of making known and advertising the activities and purposes of the Trust Board as may seem expedient.
- 8.17 To apply for, secure, acquire by grant, legislative enactment, assignment, transfer, purchase or otherwise and to exercise, carry out and enjoy any charter, licence, power, authority, franchise, concession, right or privilege which any government or authority or any corporation or other public body may be empowered to grant and to pay for, aid in and contribute towards carrying the same into effect.
- 8.18 To apply for, obtain and from time to time renew any licence, authority or charter pursuant to the Sale and Supply of Alcohol Act 2012 and its amendments and any subsequent amendments or any Act passed in substitution thereof, and to conduct and manage any licensed premises or chartered premises in accordance with the

conditions of such a licence or charter and to do all things necessary and incidental to the conduct and management of licensed or chartered premises.

- 8.19 To apply for, obtain, renew or make submissions in respect of any town planning, local body, building, health, fire, police or liquor licensing requirement of any kind in respect of any premises which the Trust Board may purchase, own, build, make alterations to, remove, sell or destroy.
- 8.20 To sell, improve, manage, develop, exchange, lease dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Trust Board.
- 8.21 To act as a consultant, adviser, agent, trustee or representative for any person, body, organisation or institution on or in relation to any matter of any nature whatsoever and to charge for its services in respect of the same.
- 8.22 To reimburse the Trustees for their expenses in accordance with the provisions of the Fees and Travelling Allowances Act 1951 as if the Trust Board were a statutory Board within the meaning of that Act, or in accordance with any enactment which replaces that Act.
- (a) To remunerate any Trustee in addition to the fees stipulated in this Deed, by means of a fee, the quantum of which shall be determined either by the by a firm of Chartered Accountants selected by the New Zealand Society of Accountants PROVIDED THAT no Trustee is associated with the firm of Chartered Accountants so selected so as to be able in any way (whether directly or indirectly) to determine or materially influence the determination of the nature of the amount of the remuneration of any Trustee.
- (b) To carry on any business of any kind whatsoever.

Constitution of the Trust Board

- 9 The Trust will be administered by the Trust Board consisting of not less than three persons, to be known as Trustees.
- 10 The signatories to this Deed will hold the office of Trustees until they retire or vacate office as provided in this Deed.
- 11 Within six months of the end of each financial year of the Trust there will be a meeting of the Trust Board (**Annual Meeting**) to review the accounts and activities of the Trust for the preceding year.

Board Appointments

- 12 Two (2) Trustees shall retire from office every two (2) years. The Trustees to retire shall be as agreed by the Trustees but otherwise shall be the Trustees that have been longest in office since their last appointment. As between persons who became Trustees on the same day those to retire shall, unless they otherwise agree among themselves, be determined by lot. A retiring Trustee shall be eligible for re-election.
- 13 Within six months of the end of each financial year there shall be a meeting of the Trust Board on such date as the Trust Board shall determine for the purpose of electing the trustees to the Trust Board to fill vacancies as set out in this Deed.
- 14 A retiring Trustee will retain office until the dissolution or adjournment of the meeting at which his successor is appointed provided that the retiring Trustee shall not vote in respect of his re-election.
- 15 The election process to fill a vacated office shall be as follows:

- 15.1 Public notice shall be given twenty-one (21) days prior to the date of a meeting to be held for the purpose of electing Trustees. The notice will advise the date of the meeting and will invite members of the public who are ordinarily resident in Johnsonville, Newlands, Churton Park, Paparangi, Broadmeadows, Grenada Village, Grenada North, Woodridge, Glenside and such other adjoining areas as the Trustees may decide from time to time (**Designated Area**) to nominate suitable candidates to fill any Trustee vacancy.
 - 15.2 Only persons ordinarily resident in the Designated Area shall be eligible for nomination. Any nomination must be signed by two such residents of the Designated Area and the nominee and must be received by the Trust Board ten (10) days prior to the meeting date.
 - 15.3 Where there are insufficient nominations to enable an election to be held to fill all vacant offices any nominations received shall be declared elected and any further nominations necessary shall be called and an election held in accordance with this clause 15.
 - 15.4 The Trust Board will appoint the secretary of the Trust Board to hold the election and act as scrutineer.
 - 15.5 The method of election shall be by ballot of all sitting Trustees not seeking re-election.
 - 15.6 The scrutineer after counting of the votes shall declare the highest polling candidate as elected or in the event of more than one (1) position being vacant then the highest polling candidates. In the event of a tie for one or more positions, the tied candidates will draw lots in such manner as prescribed by the scrutineers, to decide which candidate will be duly elected.
- 16 The Trust Board shall have the power at any time to co-opt one or two Trustees who for all purposes shall be full voting members of the Board but will have no right to vote on the election of Trustees under clause 15 (**Co-opted Trustee**). The term of a Co-Opted Trustee shall be as determined by the Trust Board from time to time. The remaining provisions in respect of the Trustees shall apply to Co-Opted Trustees.

Vacancies on the Board

- 17 The office of a Trustee shall be vacated if the Trustee:
- 17.1 dies; or
 - 17.2 resigns his office by notice in writing to the Trust Board or the chairperson of the Trust Board; or
 - 17.3 is absent without the leave of the Trust Board from four (4) consecutive meetings of the Trust Board; or
 - 17.4 is adjudged bankrupt or enters into any composition or scheme of arrangement with his creditors; or
 - 17.5 becomes of unsound mind or a protected person in terms of the Protection of Personal and Property Rights Act 1988; or
 - 17.6 in respect of a Trustee other than a Co-opted Trustee, ceases to reside in the Designated Area; or
 - 17.7 in respect of a Trustee other than a Co-opted Trustee, in the opinion of all members of the Trust Board (other than the member in question) expressed in the form of a resolution that the Trustee is otherwise unable to fulfil the duties of Trustee; or

- 17.8 In respect of a Co-opted Trustee, the appointment of the Co-Opted Trustee is terminated by resolution of the Trust Board.
- 18 If any Trustee except a Co-opted Trustee ceases to hold office between elections the Trust Board by resolution shall either:
- 18.1 Appoint another person (who would be eligible to stand for election) to be a Trustee for the period until the next election; or
- 18.2 Determine that no replacement Trustee be appointed to fill the vacancy.
- 19 Trustees appointed under clause 18 shall be full voting members of the Board but will have no right to vote on the election of Trustees under clause 15.

Proceedings of the Board

- 20 In the administration of the trust created by this Deed the Trust Board shall act in accordance with the following provisions:
- 20.1 Except as otherwise provided by these Rules the Board shall meet at such times and places as it determines (either physically, telephonically or electronically).
- 20.2 Subject to the rules of the Trust Board set out in this Deed and to any regulations for the time being of the Trust Board created in accordance with these rules, the Trust Board may regulate its meetings and procedures as it thinks fit.
- 20.3 The regulations of the Trust Board shall be those contained in the Schedule to this Deed as altered, amended, cancelled or replaced from time to time by resolution of the Trust Board.
- 20.4 The Trust Board may from time to time appoint a Secretary upon such terms of remuneration or otherwise as it shall think fit PROVIDED THAT such Secretary need not be a trustee of the Trust Board.
- 20.5 The minimum number of Trustees present at any meeting of the Trust Board necessary to form a quorum shall be determined in accordance with regulations of the Trust Board for the time being in force but shall not in any case be less than three Trustees.
- 20.6 The 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 Trust Board the Trustees may act for the purpose of procuring the filling of vacancies on the Trust Board but for no other purpose.
- 20.7 Any meeting of the Trust Board at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the rules of the Trust Board for the time being vested in the Trust Board generally.
- 20.8 All questions before the Trust Board shall be decided by consensus. However, where a consensus decision cannot be reached on a question it shall, unless otherwise specified in this Deed, be put as a motion to be decided by a majority of votes.
- 20.9 Except for the election of Trustees each Trustee present at a meeting of the Trust Board shall be entitled to one vote PROVIDED THAT in the event of an equality of votes the chairperson shall be entitled to a second or casting vote.
- 20.10 The Trust Board shall cause proper minutes to be kept of all appointments of officers made by it and of the proceedings of all meetings of the Trust Board and all business transacted at such meetings signed by the chairperson of the meeting or by the

chairperson of the next succeeding meeting or in default by the chairperson of any subsequent meeting shall be prima facie evidence without any further proof of the facts therein stated.

- 20.11 The Trust Board shall cause a minute book to be kept in which shall be affixed or entered all duly signed minutes of meetings of the Trust Board. Any committee appointed by the Trust Board shall keep its own minute book in the like manner.
- 20.12 A resolution in writing signed by all of the Trustees for the time being of the Trust Board (being not less, however, than three (3) Trustees thereof) shall be as valid and effectual as if it has been passed at a meeting of the Trust Board or of any committee thereof duly convened and constituted.

Proceedings of the Trust Board not affected by irregularities

- 21 The accidental omission to give notice to or the non-receipt of notice by any Trustee of the Trust Board or any other person entitled to such notice shall not invalidate any proceedings of the Trust Board.
- 22 Where any procedural requirement set forth in the rules contained in this Deed shall be found not to have been complied with, any subsequent meeting of the Trust Board may ratify and confirm any earlier action purported to have been taken or done by the Trust Board or any committee thereof by a resolution supported by not less than three-fourths of the Trustees present and voting at the meeting of the Trust Board when the resolution ratifying such earlier action is proposed.
- 23 All acts done by any meetings of the Trust Board or by any person acting as a Trustee of the Trust Board shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment or continuance in office of any Trustee of the Trust Board or any person so acting or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Trustee of the Trust Board.

Power to Delegate

- 24 The Trust Board may appoint and dissolve special committees (which may be comprised in whole or part by persons who are not Trustees of the Trust Board) to advise on, examine or carry out any matters relating to the objects of the Trust Board and where appropriate shall require such special committees to report to it on its activities. The meetings and proceedings of any such committee shall be governed by the provisions of the rules for regulating the meetings and proceedings of the Trust Board so far as they are applicable and so far as the same shall not be superseded by any regulations made by the Trust Board. The Trust Board shall not be bound to accept any decision or recommendation of any special committee.

Accounts

- 25 The Trust Board shall cause proper books of account to be kept with respect to:
- 25.1 all sums of money received or expended by the Trust Board and matters in respect of which the receipts and expenditure take place;
- 25.2 all sales and purchases of assets and property by the Trust Board; and
- 25.3 the assets and liabilities of the Trust Board.
- 26 The books of account shall be kept at the office of the Trust Board or such other place or places as the Trust Board thinks fit and shall always be open to the inspection of any Trustee of the Trust Board.

Members of the Trust Board not personally liable

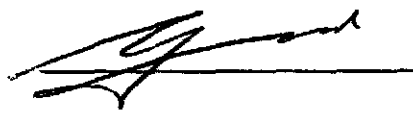
- 33 No member officer or servant of the Trust Board shall be personally liable for any act or default done or made by the Trust Board or by any member officer or servant thereof in good faith in the course of the operation of the Trust Board or Trust.

Indemnity of members of the Board

- 34 Without prejudice to the right of indemnity by law given to members of the Trust Board the said members are entitled to be indemnified out of the funds of the Trust:
- 34.1 In respect of all liabilities and expenses incurred by them:
- 34.1.1 In the execution or purported execution of the trusts hereof; or
- 34.1.2 In the exercise of any powers authorities or discretions vested in them pursuant to this Deed;
- 34.2 against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted or in any way relating to the Trust, other than a claim arising out of:
- 34.2.1 A wilful, fraudulent or dishonest default; or
- 34.2.2 A wilful, fraudulent or dishonest breach of trust.
- 35 The Trust Board may retain and pay out of the funds belonging to the Trust all sums necessary to effect this indemnity.
- 36 The members of the Trust Board will have a charge on the funds belonging to the Trust for all moneys payable to them under this clause or otherwise howsoever arising out of and in connection with the Trust.

Signatures

SIGNED BY
Raymond John Good
in the presence of:



Witness signature

DAVID EVANS

Witness name

CO DIRECTOR

Witness occupation

WELLINGTON

Witness town of residence

SIGNED BY
James Candellotis
in the presence of:



Witness signature

DAVID EVANS

Witness name

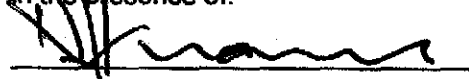
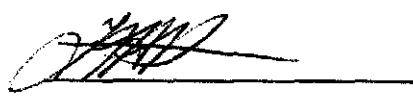
CO DIRECTOR

Witness occupation

WELLINGTON

Witness town of residence

SIGNED BY
Tracy Ann Hurst-Porter
in the presence of:



Witness signature

DAVID EVANS

Witness name

CO DIRECTOR

Witness occupation

WELLINGTON

Witness town of residence

SIGNED BY
Justin Mark Lester
in the presence of:

AB

Witness signature

DAVID EVANS

Witness name

Co DIRECTOR

Witness occupation

WELLINGTON

Witness town of residence

SIGNED BY
Camilla Keem Kim Chin
in the presence of:

Chikhi

Witness signature

DAVID EVANS

Witness name

Co Director

Witness occupation

WELLINGTON

Witness town of residence