



**The Diocesan Car Fund Trust**

# **CONSTITUTION 2008**



# The Diocesan Car Fund Trust

(No. 1645288)

New Constitution - Modified Deed of Trust

To The Registrar of Charitable Trusts

Certified that the within-written Constitution is a true and correct copy of the Constitution of The Diocesan Car Fund Trust Board approved and adopted by the Members at a Special General Meeting on 29 April 2008

Dated: 29 April 2008

James M Kershaw

Chairman of Trustees

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## BACKGROUND

- A The Diocesan Car Fund Trust was established by deed dated **9 June 2005** (the "**Original Deed of Trust**") and incorporated under the Charitable Trusts Act 1957 on the 9th of June 2005 under Number 1645288.
- B The Roman Catholic Archbishop of the Archdiocese of Wellington a corporation sole as the Settlor, established the Trust as a charitable trust in New Zealand for the purposes described in **clause 4** and gave to the Trustees of the Trust the funds and assets and liabilities of the Diocesan Car Fund, an agency of the Settlor, as detailed in the Diocesan Car Fund's Statement of Financial Performance as at 31 March 2004 which constituted **Schedule 1** of the Original Deed of Trust.
- C The Trustees following consultations with the membership have agreed to promote alterations to the Original Deed of Trust.
- D The membership agreed on 29 April 2008 to make alterations to the Original Deed of Trust by resolution passed at a Special General Meeting in accordance with the Constitution of the Trust and which rescind the "**Original Deed of Trust**" and adopt this Deed as the new Constitution of the Trust.

## TRUSTEES as at October 2008

**RONALD JOHN BENNETT** of Upper Hutt, Priest

**KEVIN BERNARD HACKETT** of Auckland, Priest

**SEAN JOSEPH HANARAY** of Auckland, Religious Brother

**MARY JACKSON KAY** of Wellington, Religious Sister

**JAMES MICHAEL KERSHAW** of Paraparaumu, Priest

**MARGARET ANNE MILLS** of Wellington, Religious Sister

**MARGARET ROSELEEN MOLONEY** of Auckland, Religious Sister

("the **Trustees**")

## THIS DEED WITNESSES

### 1 Name

The name of the Trust is **THE DIOCESAN CAR FUND TRUST**.

### 2 Office

The office of the Trust is at the **Catholic Centre, 22-30 Hill Street, Wellington**, or such other place as the Trustees may from time to time determine.

## 3 Definitions and Interpretation

### 3.1 DEFINITIONS

In the interpretation of this Deed (unless the context requires otherwise):

**“An Institute of Consecrated Life”** is an institute in which Christ’s faithful who, professing the evangelical counsels through vows or other sacred bonds recognised by the Catholic Church, are consecrated to God in their own special way and promote the salvific mission of the Catholic Church.

**“Chairperson”** means the person elected by the Trustees in terms of **Clause 7.3**.

**“Cleric”** means a person incardinated into a diocese or who is an ordained member of an Institute of Consecrated Life or who is an ordained member or an appropriately licensed lay person of another Christian denomination.

**“Consecrated Member”** is any professed member of an Institute of Consecrated Life which is a member of the Trust.

**“General Manager”** means the person appointed by the Trustees in terms of **Clause 7.2**.

**“Gifted Car Member”** means a member who has gifted his equity to The Trust.

**“Guidelines for Governing Practice”** means the guidelines by which the business of The Diocesan Car Fund Trust is conducted and the way in which results are reported.

**“Loan Member”** means a member who contributes full net costs to his first vehicle.

**“Original Deed of Trust”** means the deed dated 9 June 2005 made between the Roman Catholic Archbishop of the Archdiocese of Wellington a corporation sole as the Settlor and the Trustees.

**“Prescribed”** means as prescribed by the Trustees.

**“Retired Member”** means a member who has retired from full time pastoral duties but retains a motor vehicle.

**“The Trust”** means The Diocesan Car Fund Trust established by the Original Deed of Trust.

**“The Trustees”** means the Trustees for the time being of the Trust.

## 3.2 INTERPRETATION

In this Deed, unless the context requires otherwise:

References to the **Trust Deed** and **Schedules** are to Clauses of and Schedules to this Deed and any amendment thereof.

**Gender** includes the other gender.

**Headings** to Clauses shall be ignored in construing this Deed.

**Plural** includes the **singular** and vice versa.

## 4 Purpose

The purpose of the Trust is on behalf of and for the benefit of the Catholic Church and other Christian denominations in New Zealand, and not for the private benefit of any individual, to assist and satisfy members’ motor vehicle needs within New Zealand on the most favourable terms available from time to time and having regard to the total cost of ownership, including purchase price, maintenance, insurance and sale price.

## 5 Structure of the Trust

The Trust shall be administered by the Trustees who shall be elected by and accountable to the members of the Trust. The business of the Trust shall be administered by the General Manager in accordance with the Guidelines for Governing Practice.

## 6 Trustees

### 6.1 NUMBERS

The Trustees shall consist of not less than five nor more than seven members.

### 6.2 MEMBERSHIP OF TRUSTEES

Trustees shall be elected at each Annual General Meeting of the Trust. At all times, at least one Trustee shall be a Cleric incardinated in the Roman Catholic Archdiocese of Wellington, one shall be a Cleric incardinated in a Roman Catholic Diocese and one shall be a member of an Institute of Consecrated Life.

### 6.3 TERM OF OFFICE

The term of office of Trustees shall be three years. However, at each Annual General Meeting, the Trustees who have completed their three year term shall retire but may offer themselves for re-election.

### 6.4 ELECTION OF TRUSTEES

#### 6.4.1 Nomination Of Trustees

Nomination for Trustees shall be by way of notice of nomination in writing and endorsed with the consent of the nominee and given to the General Manager not less than seventy days before the time fixed for the Annual General Meeting. If there are only sufficient nominations to fill the vacant positions, those nominated will be declared elected. This clause is subject to **Clauses 6.1 and 6.2.**

#### 6.4.2 Election Process

If more nominations are received than necessary to fill the vacancies (after satisfying the provisions of **Clause 6.2**), the General Manager will recommend to the Chairman of Trustees the appointment of an independent Returning Officer and issue Ballot Papers to all members not less than forty working days before the time fixed for the Annual General Meeting. Ballot papers will specify the voting entitlement for each member and must be returned to the Returning Officer to arrive by 5.00pm, twenty working days prior to the date fixed for the Annual General Meeting. The Returning Officer will report the results of the ballot to the General Manager no later than seventeen working days prior to the date fixed for the Annual General Meeting. The results are to be notified to members with the formal notice of Annual General Meeting.

### 6.4.3 Eligibility to Nominate

Only members of the Trust may nominate candidates for the position of Trustee.

### 6.4.4 Eligibility of Trustees

Only Loan Members, Gifted Car Members, Consecrated Members, Retired Members and those persons who were Trustees and signed the Original Deed of Trust are eligible to be nominated to the position of Trustee.

## 6.5 VACANCIES

Subject to **Clauses 6.1 and 6.2**, the Trustees shall have the power to co-opt further members to the Trustees to fill any casual vacancy of a Trustee leaving before the end of his term of office. The appointment is to be ratified at the next Annual General Meeting. The appointee shall complete the term of office of the Trustee vacating his position.

## 6.6 TRUSTEES MAY CO-OPT

In the event that Trustees consider that particular expertise is required to assist their administration of the Trust they may co-opt a suitable qualified person to fulfil that role as an independent advisor to the Trustees and for a pre-determined period.

## 6.7 ABSENCE FROM MEETINGS

Any Trustee who is absent from three consecutive meetings of the Trustees without leave of absence being given by the Chairperson or the Trustees shall be deemed to have vacated his office as a Trustee.

## 6.8 LIMITATION OF LIABILITY

The Trustees shall (in the absence of fraud) have no personal liability for any actions or omissions in the course of their duties as Trustees and shall be indemnified out of the assets of the Trust accordingly.

# 7 Proceedings of the Trustees

## 7.1 MEETINGS

The Trustees shall meet immediately after the Annual General Meeting then, once each quarter and at such other times as the Trustees or the Chairperson shall determine.

## 7.2 OFFICERS

The Trustees shall appoint a General Manager who shall attend all meetings of the Trustees and act at all times in accordance with the Guidelines for Governing Practice. The General Manager may not be a Trustee.

## 7.3 CHAIRPERSON

The Trustees shall elect a Chairperson from amongst their members after every Annual General Meeting. The Chairperson shall chair all meetings of the Trustees at which he is present. In the absence of the Chairperson from any meeting, the Trustees present shall appoint one of their number to chair that meeting.

## 7.4 QUORUM

At any meeting of the Trustees a majority of Trustees shall form a quorum, and no business shall be transacted unless a quorum is present.

## 7.5 VOTING

All questions before the Trustees 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. The Chairperson shall have a casting vote in addition to a deliberative vote.

## 7.6 MINUTES

Minutes of all Trustees' meetings shall be kept and shall be available for inspection by Trustees at reasonable times.

## 7.7 TRAVEL EXPENSES

The reasonable travel and accommodation expenses incurred by Trustees attending meetings of the Trustees shall be borne by the Trust.

# 8 Functions of Trustees

## 8.1

The Trustees shall have the management and control of the affairs of the Trust for the purpose stated in **Clause 4** and taking into account any recommendations arising out of Annual, Special or General meetings.

## 8.2

The Trustees shall manage and control the affairs of the Trust in accordance with:

- a. the purpose of the Trust as stated in **Clause 4**;
- b. the Canon Law of the Catholic Church;
- c. the civil law of New Zealand;
- d. this Deed;
- e. the Guidelines for Governing Practice.

## 9 Powers

### 9.1 GENERAL AND SPECIFIC POWERS

In addition to the powers implied by the general law of New Zealand or contained in the Trustee Act 1956, the powers which the Trustees may exercise are as follows:

- a. to purchase, take on lease or in exchange or hire or otherwise acquire any land or personal property and any rights or privileges which the Trustees think necessary or expedient for the purpose of attaining the objects of the Trust, and to sell, exchange, bail or lease, with or without option of purchase, or in any manner dispose of any such property, rights or privileges as aforesaid; and
- b. to carry on any business for the purpose of the Trust as stated in **Clause 4**; and
- c. to use the funds of the Trust as the Trustees think necessary or proper in payment of the costs and expenses of the Trust, including the employment of professional advisers, agents, officers and staff as appears necessary or expedient; and
- d. to invest funds in any way permitted by law for the investment of trust funds and upon such terms as the Trustees think fit; and
- e. to borrow or raise money from time to time, with or without security, and upon such terms as to priority and otherwise as the Trustees think fit; and
- f. to do all things as may from time to time be necessary or desirable to enable the Trustees to give effect to and to attain the charitable purposes of the Trust.

## 9.2 INCORPORATION

The Trust has been incorporated under the Charitable Trusts Act 1957.

## 9.3 EMPLOYMENT

Under **Clause 9.1(c)** the Trustees may employ as agents, officers and staff, persons who are Trustees, subject to **Clause 10.2**.

# 10 Income, Benefit or Advantage to be Applied to Charitable Purposes

## 10.1 APPLICATION

Any income, benefit or advantage shall be applied to the charitable purposes of the Trust.

## 10.2 INFLUENCE

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.

## 10.3 REASONABLENESS REQUIRED

Any such income paid shall be reasonable and relative to that which would be paid in an arms length transaction (being open market value).

## 10.4 ENTRENCHMENT

The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

# 11 Accounts

## 11.1 TRUE AND FAIR ACCOUNTS

The Trust shall keep true and fair accounts of all money received and expended.

## 11.2 AUDIT

The Trustees shall, as soon as practicable after the end of every financial year of the Trust, cause the accounts of the Trust for that financial year to be audited by an accountant appointed by the Trustees for that purpose and the Trustees shall present the audited accounts to the Annual General Meeting of the Trust together with an estimate of income and expenditure for the current year.

# 12 Power of Delegation

## 12.1 POWER TO DELEGATE

The Trustees may, from time to time, appoint any committee and may delegate, in writing, any of their powers and duties to any such committee or to any person, and the committee or person as the case may be, may without confirmation by the Trustees exercise or perform the delegated powers or duties in like manner and with the same effect as the Trustees could themselves have exercised or performed them.

## 12.2 DELEGATE BOUND

Any committee or person to whom the Trustees have delegated powers or duties shall be bound by the charitable terms of the Trust.

## 12.3 DELEGATION REVOCABLE

Every such delegation shall be revocable at will, and no such delegation shall prevent the exercise of any power or the performance of any duty by the Trustees.

## 12.4 DELEGATE NEED NOT BE TRUST MEMBER

It shall not be necessary that any person who is appointed to be a member of any such committee, or to whom any such delegation is made, be a member of the Trustees.

## 13 Common Seal

The Trust shall have a common seal which shall be kept in the custody of the General Manager, or such other officer as shall be appointed by the Trustees, and shall be used only by authority of the Trustees previously given at a meeting of the Trustees to any document requiring execution by the Trustees. Each such use of the seal shall be performed in the presence of, and accompanied by the signatures of; at least two Trustees and shall be sufficient evidence of the authority to use such seal. No person dealing with the Trustees shall be interested or concerned to see or enquire as to the authority under which any document is sealed and in whose presence it was sealed.

## 14 Membership

### 14.1 MEMBERSHIP OF THE TRUST

Membership is open to the following on application in the prescribed manner:

- a. Diocesan clerics associated with the Catholic Church and other Christian denominations in New Zealand;
- b. Chaplaincies and pastorates, welfare and education agencies, parishes, schools, offices and departments of the Catholic Church and other Christian denominations in New Zealand;
- c. Institutes of Consecrated Life in New Zealand;
- d. Such other persons or organisations associated with the Catholic Church and other Christian denominations in New Zealand as may be prescribed from time to time.

### 14.2 CATEGORIES OF MEMBERSHIP

Categories are:

- a. Loan Members
- b. Gifted Car Member
- c. Retired Member

### 14.3 MEMBERSHIP APPLICATIONS

On applying to join the Trust each applicant shall nominate which of the categories of membership provided in this Deed he wishes to join.

The General Manager shall review all membership applications on receipt and provide to each Trustees meeting a list of

applicants with his recommendations for approval or refusal at the Trustees' discretion. The Trustees may delegate their functions under this Clause to the General Manager provided that the General Manager shall report on all membership applications at each meeting of the Trustees.

## 14.4 MEMBERSHIP PRIVILEGES AND OBLIGATIONS

### 14.4.1 Loan Members

- a. On being accepted as a member, a loan member shall pay to the Trust an amount equal to the nett value of the first vehicle supplied to the member. At its discretion the Trust may accept the transfer of an asset of the appropriate value in lieu of a cash payment. The loan member shall receive by way of credit to an account in the member's name in the Trust's accounts an equity entitlement.
- b. The Trust shall keep the loan member provided with a vehicle, appropriate in the Trustees' view for the member's use for the duration of the member's membership. Registered ownership of the vehicle belongs to the Trust.
- c. On joining the loan member shall pay the prescribed joining fee.
- d. The loan member shall pay the prescribed annual payment (at the prescribed frequency) throughout his membership.
- e. The replacement of the vehicle shall be at the discretion of the Trustees. Any costs incurred by the Trust in bringing a vehicle that is being replaced up to an acceptable condition for sale are the responsibility of the loan member.
- f. The Trust will insure the vehicle used by a loan member at the member's expense. Each member shall be rated by the Trustees on his past claims history and shall provide evidence of his claims history if requested by the Trustees.
- g. The Trust will license the vehicle used by a loan member at the member's expense.
- h. The loan member is responsible for all costs associated with the allocated vehicle except for those repairs covered by warranty and other special repairs agreed to by the General Manager.
- i. A recently incardinated cleric may at the discretion of the Trustees be admitted to loan membership on payment of a sum prescribed in lieu of the payment referred to in **Clause 14.4.1 (a)**.

#### 14.4.2 Gifted Car Member

- a. This category of membership which was open to clerics only was closed to new members after 31 March 2008.
- b. As a condition of joining or transferring to the category of Gifted Car Member, a Gifted Car Member at the time of joining gifted his vehicle to the Trust.
- c. In exchange for the gifted vehicle the Trust shall keep the Gifted Car Member provided with a vehicle, appropriate in the Trustees' view to the member's needs, and have a value of not less than the value of the gifted vehicle.
- d. The provisions of **Clause 14.4.1 (c), (d), (e), (f), (g), and (h)** shall apply mutatis mutandis to a Gifted Car Member.
- e. The Trust shall continue to provide the vehicle until the first of these events occurs:
  - i. the Gifted Car Member ceases to be a cleric;
  - ii. the Gifted Car Member ceases to be a member of the Trust;
  - iii. the Gifted Car Member ceases to be the holder of a current driver's licence;
  - iv. the Gifted Car Member fails to make any payment due to the Trust.

#### 14.4.3 Retired Member

- a. Retired membership shall be available only to a member who is a cleric and who has been a Gifted Car Member for not less than 5 years at the date of his retirement.
- b. "Retirement" shall be deemed to have occurred on a date to be nominated by the Trustees on application by a Gifted Car Member.
- c. The Trustees shall keep each Retired Member provided with a vehicle, appropriate in the Trustees' view to his needs until the first of these events occurs:
  - i. the Retired Member ceases to be a cleric of the Catholic Church in New Zealand;
  - ii. the Retired Member ceases to be the holder of a current driver's licence.
- d. The provisions of **Clause 14.4.1 (e), (f), (g), and (h)** shall apply mutatis mutandis to a Retired Member.

e. A Retired Member shall not be liable to pay the prescribed annual payment.

## 14.5 ADDITIONAL CATEGORIES OF MEMBERSHIP

The Trustees may from time to time create such additional categories of membership as they consider at the time appropriate for the furtherance of the Trust's purpose.

## 15 Subscription

Members of the Trust shall pay a subscription of such amount or amounts as may from time to time be fixed by resolution in general meeting.

## 16 Resignation of Members of the Trust

### 16.1 RESIGNATION BY NOTICE

Any member of the Trust may resign membership at any time by giving to the General Manager notice in writing to that effect and such notice, unless otherwise expressed, shall take effect immediately. The provisions of **Clause 17.4** shall apply mutatis mutandis.

### 16.2 RESIGNATION DEEMED

Any member who fails to pay the annual subscription on or before the expiration of twelve months after it has become due shall be deemed to have resigned membership.

The provisions of **Clause 17.4** shall apply mutatis mutandis.

## 17 Expulsion of Members of the Trust

### 17.1 NOTICE OF COMPLAINT

Any person may make a complaint to the Trustees that the conduct of a member of the Trust is or has been injurious to the character of the Trust or that his use of any vehicle has been irresponsible or unsatisfactory. Complaints shall be in writing and addressed to the General Manager. The General Manager may issue a Notice of Complaint.

## **17.2 MEETING**

If the Trustees consider that there is sufficient substance in the complaint, they will invite the member to attend a meeting of the Trustees and to offer a written or oral explanation of the member's conduct, which may include his irresponsible or unsatisfactory use of a motor vehicle owned by the Trust.

## **17.3 NOTICE OF MEETING**

The Trustees shall give the member at least 14 days' written notice of the meeting. The notice shall:

- a. sufficiently inform the member of the complaint so that the member can offer an explanation of the member's conduct; and
- b. inform the member that, if the Trustees are not satisfied with the member's explanation, the Trustees may expel the member from the Trust.

## **17.4 TRUSTEES MAY EXPEL**

If, in the meeting, the Trustees decide to expel the member from the Trust, the member shall thereupon cease to be a member of the Trust and shall return any Trust vehicle to the Trustees forthwith. The Trustees shall dispose of the vehicle and determine whether any moneys shall be paid by the member to the Trustees or vice versa which determination shall be final.

## **17.5 APPEAL**

A member expelled by the Trustees may, within 14 days, give written notice of appeal to the General Manager. The General Manager shall then call a special general meeting to take place within 21 days of receipt of the notice of appeal. If that meeting passes a resolution rescinding the expulsion, the member shall be reinstated immediately.

# **18 Annual General Meeting**

## **18.1 TIME AND PLACE OF MEETING**

The annual general meeting of the Trust shall be held each year not later than 30 September at such place, date and time as the Trustees shall determine.

## 18.2 BUSINESS OF MEETING

The annual general meeting shall carry out the following business:

- a. receive the minutes of the previous Annual General Meeting and of any other Special General Meeting held since the last Annual General Meeting; and
- b. receive the Trust's statement of accounts for the preceding year and an estimate of income and expenditure for the current year; and
- c. receive reports from the Trustees and their committees; and
- d. ratify the election or appointment of Trustees; and
- e. fix the annual subscription (if any); and
- f. consider and decide any other matter which may properly be brought before the meeting.

## 19 Special General Meeting

### 19.1 GENERAL MANAGER TO CALL MEETING

A special general meeting of the Trustees shall be called by the General Manager on receipt of a request in writing for such a meeting stating the reason for having the meeting and signed by not less than twenty per cent of the members of the Trust.

### 19.2 MEETING FOR APPEAL AGAINST EXPULSION

Subject to the provisions of **Clause 17** a special general meeting of the Trustees shall be called by the General Manager for the purpose of hearing an appeal from an expelled member.

### 19.3 NOTICE OF MEETING

The prescribed notice calling a special general meeting shall state, in general terms, the business for which the meeting is called and at that meeting only the business so stated shall be discussed.

## 20 Procedure for General Meeting

### 20.1 DEFINITION

In these rules the term "general meeting" includes both an Annual General Meeting and a Special General Meeting.

## 20.2 NOTICE OF MEETING

Twenty-one days' written notice of each general meeting shall be given to all members of the Trust. This notice shall state that the meeting is the Annual General Meeting or a Special General Meeting as the case may be and shall specify the place, date and time at which the meeting is to be held.

## 20.3 QUORUM

Twenty per cent of the members of the Trust personally present or represented by proxies, shall constitute a quorum for a general meeting. A member that is a group or organisation shall be deemed to be personally present if it is represented at the meeting by its duly appointed nominee.

## 20.4 CHAIRPERSON

The Chairperson of the Trustees or the Chairperson's nominee shall chair each general meeting.

## 20.5 VOTING

- a. All questions at a general meeting (except those meetings called under **Clause 17.5**) shall be decided by consensus. However, if a consensus decision cannot be reached on any question, it shall be put as a motion to be decided by a majority of votes.
- b. Each member (other than loan members) shall have only one vote but the Chairperson shall have a casting as well as a deliberative vote.
- c. All loan members shall have one vote for each vehicle at the date of the meeting supplied to that member, or it by the Trust. All other members shall have one vote per member.
- d. Voting shall be on the voices, show of hands or at the request of any member by poll.

## 21 Alteration of Deed

This Deed may be altered, added to, rescinded or otherwise amended by a resolution passed at a general meeting, provided that no such amendment shall:

- 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 10 or 24** unless it is first approved in writing by the Department of Inland Revenue.

## 22 Trust Contracts

Contracts on behalf of the Trust may be made as follows:

- a. A contract which if made by private persons would by law be required to be by Deed may be made on behalf of the Trust in writing under the Common Seal of the Trust.
- b. A contract which if made between private persons would be by law required to be in writing, signed by the parties to be charged, may be made on behalf of the Trust in writing signed by any person acting under its authority, express or implied.
- c. A contract which if made between private persons would by law be valid although made verbally only, and not reduced into writing, may be made verbally on behalf of the Trustees by any person acting under its authority, express or implied.

PROVIDED, HOWEVER, that no such contract shall be entered into by any person on behalf of the Trust except with the authority of a resolution passed by the Trust at a properly constituted meeting.

## 23 Limitation of Liability

### 23.1

The liability of the Trust shall be limited to its assets for the time being under the control of the Trustees.

### 23.2

The Trustees shall (notwithstanding anything to the contrary contained or implied in this Deed) have no power to incur any liability contrary to **Clause 23.1**.

## 24 Disposition of Surplus Assets

If, either on the winding up, failure or dissolution of the Trust, or if the Trust has been incorporated under the Charitable Trusts Act 1957 (or any other Act passed in substitution) then on the liquidation of the Trust, or on its dissolution by the Registrar, there remains after payment of all of the Trust debts and liabilities any property, such property shall not be paid or distributed to or among the members of the Trust but shall be

given or transferred to another charitable organisation or body in New Zealand having objects similar to those set out in this Deed or shall be applied for such charitable purposes within New Zealand as the Trustees may, by resolution, determine at, before, or during the winding up, failure, dissolution or liquidation. If the Trustees are unable to make such a decision, such property shall be disposed of in accordance with the directions of the High Court of New Zealand pursuant to section 27 of the Charitable Trusts Act 1957.



25 YEARS OF SERVICE