

THE COMMUNITY PATROLS OF NEW ZEALAND CHARITABLE TRUST
2012 CONSOLIDATED TRUST DEED

SECTION 1 - NAME

1.1 THE name of the Trust shall be the **COMMUNITY PATROLS OF NEW ZEALAND CHARITABLE TRUST**.

SECTION 2 INTERPRETATION

2.1 THE words "**the Trust Property**" shall mean all real and personal property of whatever nature or kind and wherever situated which shall from time to time belong to, be vested in, or in any way be acquired by the Trust Board pursuant to this Deed and/or which shall be declared by the Trust Board to be held by the Trust Board on the trusts contained in this Deed.

2.2 THE words "**the Balance Date**" where used in this Deed mean the 31st day of March in each year of the term of the Trust or any other date for the time being adopted by the Trust Board as the date up to which accounts for the Trust Board shall be made up in each year

2.3 THE words "*the CPNZ Procedures and Rules*" shall mean the document entitled *CPNZ Procedures and Rules adopted by the Trust Board as amended from time to time*.

2.4 THE words "**Income Year**" where used in this Deed mean any year or period of less than a year ending on a Balance Date.

2.5 HEADINGS are inserted for convenience only and shall not affect the construction of this Deed.

SECTION 3 PURPOSES AND OBJECTIVES

3.1 THE Trust Board shall hold the Trust Property in perpetuity **UPON TRUST** for all or any of the following charitable purposes (called "**the Charitable Purposes**" in this Deed):

- (1) The establishment and oversight of nationwide groups of people to be known as 'Community Patrols' to work cooperatively with the New Zealand Police and other agencies to promote law and order within New Zealand and elsewhere; and
- (2) Any and all such other purposes or objects as are "charitable" in accordance with the law of New Zealand from time to time and which are not inconsistent with the other purposes declared in this clause.

3.2 IN carrying out the Charitable Purposes the Trust Board shall endeavour to achieve the following principal objectives:

- (1) To raise the profile and encourage the development of locally organised Community Patrols throughout New Zealand;

- (2) To provide resource, support and guidance to affiliated Community Patrols;
 - (3) To source funding and obtain sponsorship;
 - (4) To provide a national administration system, and formalise and offer a standard recording procedure of relevant statistics;
 - (5) To represent and promote the view and wishes of members of affiliated Community Patrols;
 - (6) To recognise and respect the autonomy of affiliated Community Patrols;
 - (7) To enter into and maintain a strong working and supportive partnership with New Zealand Police;
- (8) To work together with like organisations throughout New Zealand to build safer communities to reduce crime;
- (9) To liaise with other organisations and bodies having similar objectives to the Trust;
 - (10) To promote national policy and encourage uniformity of service;
 - (11) To create safer, more caring communities;
 - (12) To reduce the incidence and effects of criminal offending;
 - (13) To strengthen community networks;
 - (14) To improve quality of life;
 - (15) To respect people of all cultures in New Zealand and encourage their involvement in affiliated community patrol groups;
 - (16) To be non-party in politics, non-sectarian in religion and to recognise and respect human rights, including the right to equal opportunity.

SECTION 4 MEMBERSHIP OF THE TRUST BOARD

4.1 **THERE** shall at any time be no fewer than three and, until otherwise resolved by the Trust Board, no more than ten members of the Trust Board. One of such members shall be the Chairperson for the time being of the National Council provided for in Clause 7.2 who, unless otherwise holding office as a member of the Trust Board, shall be a trustee *ex officio* during his or her tenure as such Chairperson.

4.2 **EXCEPT** in the case of the Chairperson of the National Council, the power of appointment of new members to the Trust Board shall vest in the Trust Board.

4.3 **ANY** appointment of a member of the Trust Board (other than the Chairperson of the National Council) may be on such terms and conditions including length of tenure, the existence or nonexistence of past or future actions, events or circumstances generally, limitation of powers, or otherwise as the Trust Board (or person empowered by the Trustee Act) may think fit despite any rule or law or legislative enactment to the contrary.

4.4 **IF** at any time there are less than three members of the Trust Board then the remaining member/s may act for the purpose of appointing one or more new members but for no other

purpose. If at any time, there shall be no member of the board able and willing to act then the power of appointment shall be vested in the person/s in whom the power is vested by the Trustee Act 1956.

4.5 EACH member of the Trust Board (other than the Chairperson of the National Council) shall hold office until the happening of any one of the following events namely:

- (1) Any condition or circumstance upon which a member has been appointed pursuant to clause 4.3, and which affects the member's tenure of appointment, has, in the opinion of a majority of the other members of the Trust Board, expired, changed, or otherwise now disqualifies the member from continuing as a member of the Trust Board;
- (2) Except where such tenure is in conflict with the terms and conditions of such member's appointment pursuant to clause 4.3, the member has held office as a member of the Trust Board for a consecutive period of eight years;
- (3) The member resigns as a member of the Trust Board by delivering a duly signed notice to that effect either in person to the Chairperson of the Trust Board, or by email to all other members of the Trust Board, or by delivering it by hand to the Registered Office of the Trust;
- (4) The member dies; or
- (5) In the view of more than two thirds of the other members of the Trust Board (who shall not be required to state any reason for such view) it is preferable in the interests of the Trust or otherwise appropriate that such member ceases to be a member of the Trust Board.

4.6 A chairperson of the National Council who was a member of the Trust Board prior to appointment as such chairperson shall, notwithstanding any limitation on the tenure of his or her appointment as such member, continue in office until he or she ceases to be such chairperson. If an *ex officio* Chairperson of the National Council resigns from the Trust Board he or she shall be deemed to have simultaneously resigned as Chairperson of the National Council.

4.7 EVERY appointment or removal of a member to or from the Trust Board (other than the Chairperson of the National Council) shall be made by resolution of the Trust Board, evidenced in writing and duly signed by the chairperson of the meeting at which such resolution is passed.

SECTION 5 REGULATION OF THE TRUST BOARD

5.1 SUBJECT to the express provisions contained in this Deed the Trust Board may meet together for the dispatch of business, adjourn, and otherwise regulate its meetings as it thinks fit and may enact, amend, and revoke rules for those purposes at its discretion. Such meetings may take place in person and/or by the linking of members by telephone or other electronic communication medium in a manner which enables each member to communicate with all of the other members simultaneously.

5.2 THE Chairperson or any two other members of the Trust Board may at any time summon a meeting of the Trust Board by giving not less than seven days written or oral notice

of such meeting to each member except that, in the case of urgency, a shorter period of notice may be given provided that all members of the Trust Board are present at the meeting or, if not present, subsequently ratify the waiver of the notice period. Unless otherwise fixed by resolution of the Trust Board the quorum necessary for the transaction of any business shall be not less than 51% of members, present or linked by telephone or other electronic communication medium in the manner provided for in clause 5.1. Except as otherwise provided in this Deed, any questions arising at any such meeting shall be decided by a consensus of the members present or, failing consensus, then by a resolution of a majority of the members present. The chairman of the meeting shall not have a casting vote.

5.3 THE Trust Board shall from time to time appoint one of its members to each of the positions of Chairperson, Secretary and Treasurer (which latter two positions may be combined) and may, by ordinary resolution, at any time terminate any such appointment and appoint another member of the Trust Board to the position instead. Each such appointment shall, unless terminated by resolution, terminate at the first meeting of the Trust Board in the year following the appointment. The Chairperson shall preside at all meetings but, in his or her absence from any meeting, or upon the resolution of the other members present, the other members present may appoint a member to act in that capacity for that meeting.

5.4 THE Trust Board shall cause proper minutes of all matters considered by the Trust Board at each meeting to be recorded in writing together with details of all decisions made and resolutions considered (whether passed or not) and the minutes of such meetings shall, upon ratification by any subsequent meeting and signature by the chairperson of that subsequent meeting, be *prima facie* evidence of the matters recorded in such minutes.

5.5 A resolution signed by all members for the time being of the Trust Board shall be as valid and effectual as if it had been passed at a meeting of the Trust Board. Such a resolution may consist of several like documents each signed by one or more members.

5.6 THE registered office of the Trust Board shall be at such place as may from time to time be appointed by resolution of the Trust Board.

5.7 THE Trust Board may, by resolution, acquire and adopt a Common Seal and may at any subsequent time resolve to cancel such adoption. While a Common Seal is so acquired and adopted, it shall be kept in safe custody by the Secretary of the Trust Board (or by such other person and/or at such place as the Trust Board may appoint). Any such seal shall be affixed to a document only pursuant to a resolution of the Trust Board and shall be attested by the signatures of not less than two members of the Trust Board. The signature of two persons purporting to be authorised to attest the seal shall be sufficient evidence to any third party that

the seal has been validly attested without the necessity for such party to make any inquiries in respect thereof.

5.8 UNTIL a Common Seal has been acquired and adopted, or if such adoption is at any time cancelled, no Deed or other document of a contractual nature may be executed by the Trust Board except pursuant to a resolution of the Trust Board and shall be executed by the signature of two members of the Trust Board. The presence of the signatures of two persons purporting to be trustees shall be sufficient evidence to any third party that the document has been validly executed without the necessity for such party to make any inquiries in respect thereof.

SECTION 6 – MEMBERSHIP

6.1 THERE shall be four categories of members of the Trust:

(1) Member Patrol

- (a) **THE** Trust Board may accept applications from any group of three or more persons operating or intending to operate as a community patrol to affiliate with the Trust Board as a Member Patrol. The terms of such membership may be determined from time to time by the Trust Board but shall, as a condition of affiliation, require any such Patrol to enter into and comply with a Memorandum of Affiliation, which will include the CPNZ Procedures and Rules, setting out the rights, powers and responsibilities of Member Patrols and such other matters as the Trust Board may determine.
- (b) **THE** Trust Board may at any time and from time to time suspend or terminate the affiliation of any Member Patrol in accordance with the terms of the CPNZ Procedures and Rules.

(2) Associate Member

- (a) Associate membership may at any time be granted by the Trust Board to any group who does not meet the criteria of being a Member Patrol but has similar objectives as those of the Trust. Such associate membership shall carry with it all the rights of an Member Patrol other than the right to membership of the National Council or the right to vote at any meeting of the Trust. Otherwise, the terms of such membership may be determined from time to time by the Trust Board.
- (b) Associate membership shall continue only so long as such Associate Member shows special and active interest in the Trust and shall in every case be reviewed annually by the Trust Board at its last meeting prior to the annual meeting each year.

(3) Honorary Member

- (a) Honorary membership may, with the consent of the Annual Meeting of the Trust, be granted by the Trust Board to any person or group who has similar objectives to those of the Trust. Honorary Membership shall carry with it such rights as may be determined from time to time by the Trust Board.
- (b) Honorary Membership shall continue only so long as such Honorary Member shows special and active interest in the Trust and shall in every case be reviewed

annually by the Trust Board at its last meeting prior to the annual meeting each year.

(4) Life Member

Life membership may, with the consent of the Annual Meeting of the Trust, be granted by the Trust Board to any person who has rendered outstanding service to the Trust.

6.2 *ANY Member Patrol or other member may resign from membership of the Trust by giving the Trust Board written notice to that effect.*

6.3 *THE Trust Board may, acting in accordance with the CPNZ Procedures and Rules, suspend or terminate the membership of any member for breach of the procedures and rules or any other terms of membership, or for any other reason it considers sufficient. Any such suspension shall continue for such period as the Trust Board thinks fit.*

SECTION 7 – DISTRICTS

7.1 *THE Trust Board shall establish 'Districts' based on the NZ Police District boundaries (but not necessarily identical to them) and may alter the District boundaries at any time in consultation with the member patrols concerned and the National Council.*

7.2 *THE Trust Board shall designate each Member Patrol to be part of one of those Districts and may, for any reason, alter that designation at any time in consultation with the member patrols concerned and the National Council.*

7.3 *THE principal purpose of each District shall be to further the Purposes of the Trust within the boundaries of the District by:*

- (1) working cooperatively with other Member Patrols in that District;*
- (2) electing a District Representative to the National Council;*
- (3) considering remits to National Annual or Special Meetings proposed by a Member Patrol of that District; and*
- (4) engaging in district training programmes and social activities.*

7.4 *EACH District shall have the rights, powers and responsibilities set out in the CPNZ Procedures and Rules.*

SECTION 8 - COMMITTEES

8.1 *THE Trust Board may by resolution appoint and/or dissolve committee/s consisting of such persons (whether members of the Trust Board or not) as the Trust Board shall think fit to carry out and/or consider such matters as the Trust Board may from time to time determine and may regulate such committees in such manner as they may from time to time determine.*

Clauses 5.1 to 5.5 and this clause shall apply to such committees (and clauses 5.1 to 5.5 shall apply to any subcommittee created by any committee) as if such committee or subcommittee was the 'Trust Board'.

8.2 **THE** Trust Board shall appoint, as one of its committees, a National Council comprising the members of the Trust Board and such other committee members as may be appointed from time to time to pursuant to the *CPNZ Procedures and Rules*. The National Council shall, by way of delegation from the Trust Board, have the right, power and responsibility to manage (but not govern) the Trust and shall operate in accordance with the powers, authorities and discretions contained in the Memorandum of Affiliation. The *CPNZ Procedures and Rules* shall, insofar as it relates to the National Council, constitute 'terms of delegation' for the purposes of clause 9.2(1) and such terms may only be amended or revoked as provided for in the *CPNZ Procedures and Rules*.

8.3 **THE** Secretary and Treasurer of the Trust Board shall also hold those roles on the National Council.

SECTION 9 – MEETINGS

9.1 **THE** Trust Board shall hold a National Annual General Meeting each year which, unless otherwise determined by the Trust Board, shall be held prior to the end of June and which shall be conducted in accordance with the *CPNZ Procedures and Rules*.

9.2 **THE** Trust Board may, whenever it considers it necessary or desirable to do so, and shall, upon the written request of the National Council or of not less than 20% of Affiliated Member Patrols, convene a National Special General Meeting.

9.3 **UPON** receipt of a written request to hold a National Special General Meeting, the meeting shall be held within 90 days of such request being received and shall be conducted in accordance with the *Procedures and Rules*.

9.3 **EACH** Member Patrol shall be entitled to participate in and vote at any National Annual or Special General Meeting.

SECTION 10 DEALING WITH TRUST PROPERTY

10.1 **THE** Trust Board shall be at liberty to receive and accept from any person, firm, company, society, institution or any other body of persons whatsoever any gifts of money, investments and other property intended to become part of the Trust Property and to be held upon the trusts and with the powers declared in this Deed.

10.2 **ALL** monies received shall be paid promptly to the credit of the Trust at such bank/s or other financial institution/s as the Trust Board may from time to time appoint. All cheques,

withdrawals or other debits from such bank account/s and any dealing with any negotiable instruments on behalf of the Trust shall (until otherwise resolved by the Trust Board) be signed or otherwise authorised by any two other members of the Trust Board or by one member of the Trust Board and such other person/s as may from time to time be authorised by the Trust Board for the purpose.

10.3 THE Trust Board shall hold the Trust Property **UPON TRUST** to pay, apply or appropriate the income from such property and, if the Trust Board at any time or from time to time so decides (and notwithstanding the reference in this Deed to holding the Trust Property in perpetuity), to pay, apply or appropriate the whole or any part of the other assets of the Trust:

- (1) to, for or towards the payment of any expenses, debts or other liabilities that the Trust Board has incurred in respect of the Trust Property or otherwise in respect of the Trust including any payments due to any member of the Trust Board by way of reimbursement for expenses, debts or other liabilities incurred by such member whilst acting in the furtherance of the Trust's purposes and, thereafter,
- (2) to or for the Charitable Purposes in such manner and to such extent as the Trust Board shall at its absolute discretion determine.

10.4 WHERE the Trust Board intends to apply any part of the Trust Property for charitable purposes outside of New Zealand then such property shall, upon receipt, be kept separate from the other property of the Trust and payments for such charitable purposes outside New Zealand shall be made solely from that separated property.

10.5 THE Trust Board shall not be obliged to pay, apply or appropriate all of the annual income of the Trust Property in the year that it is incurred **AND** any part of such annual income that is not paid, applied or appropriated on or before the Balance Date shall be accumulated and held by the Trust Board as part of the Trust Property.

10.6 THE Trust Board shall cause proper books of account to be kept and shall ensure that such books of account are maintained up-to-date so as to provide at any time a true and accurate account of the financial affairs of the Trust including its assets and liabilities. Such books of account shall be kept in safe custody by the Treasurer of the Trust Board or by such other person/s or at such other place/s as the Trust Board may from time to time appoint. The books of account shall always be open to inspection by any member of the Trust Board.

10.7 UNTIL otherwise resolved by the Trust Board, the accounts of the Trust shall immediately after the Balance Date in each year be audited by an auditor appointed by the Trust Board but who is not a member of the Trust Board.

10.8 IN making any distribution in accordance with the powers contained in this Deed a receipt appearing to the Trust Board to be given on behalf of any society, institution, charitable

trust, trustees or other recipient/s of any such distribution shall be a sufficient discharge to the Trust Board which shall not be obliged to see or inquire as to the application of such distribution.

SECTION 11 TRUST BOARD'S POWERS

11.1 **THE** Trust Board and any committee or subcommittee shall have and may exercise the fullest possible powers in relation to the Trust Property (insofar as they do not derogate from the charitable status of the Trust Board or its Purposes or, in respect of any committee or subcommittee, the terms of any such delegation) **AND**, in particular, shall have such powers (without any limitation) as a natural person and shall be entitled to exercise those powers as if it was the absolute owner of the Trust Property.

11.2 **WITHOUT** restricting the generality of the foregoing but merely by way of illustration, the Trust Board and any committee or subcommittee of the Trust Board shall have and may exercise the following powers, authorities and discretions namely:

(1) **Delegation**

To delegate to any person or group of persons (including, in the case of the Trust Board, any committee and, in the case of any committee, any subcommittee) such of its powers, authorities and discretions as it may from time to time determine, without the need for the Trust Board or other delegating body to participate in, endorse or ratify any decision that might be made by such committee or subcommittee unless the terms of delegation so require.

Unless otherwise provided for in the terms of delegation, any such delegation shall not inhibit or prevent the delegating body from exercising any power, authority or discretion that it may have and such terms may at any time and from time to time be amended or revoked by the delegating body or, in the case of delegation by a committee or subcommittee, by the Trust Board.

(2) **Investment**

To invest the Trust Property at its absolute discretion in any form/s of investment whatsoever as if beneficially entitled to such property **AND** in exercising its powers the Trust Board shall not be constrained by the statutory standards of care, diligence and skill provided for in the Trustee Act or any other statutory provision or rule of law.

(3) **Borrowing**

To borrow or raise money on loan or overdraft from any person/s (whether human or corporate) either without security, or with security over all or any part/s of the Trust Property and, in either case, at such rate/s or interest (if any) and on such terms and conditions as the Trust Board may think fit and to enter into any guarantee of any money to be borrowed or otherwise owing by any person/s **AND** to execute any mortgage/s, deed/s, agreement/s and/or other documentation in connection with any such loan, overdraft or guarantee. No such person/s shall be concerned to inquire as to the application of such moneys or as to the purpose for which such moneys may be borrowed.

(4) **Businesses**

To carry on or join in carrying on any business/es of any kind and anywhere in the world **AND** to use such part/s of the Trust Property as the Trust Board may think fit in any such business/es,

(5) **Employment**

At the absolute discretion of the Trust Board to instead of acting personally employ and pay any other person/s (whether human or corporate) to transact any business or do any act/s in relation to the trusts contained in or arising from this Deed (including the receipt and payment of money) without being liable for any loss incurred thereby.

(6) **General Powers**

To do any other act or exercise any other power or discretion whether as principal, agent, employee or otherwise and whether alone or together with any other person/s notwithstanding that such act, power or discretion may not be something which the Trust Board would normally have the power or authority to do in the absence of any express power or court order.

11.3 NOTWITHSTANDING any other provision of this Deed it is expressly provided that where it appears to the Trust Board that any legacy, endowment, contribution, gift or other benefit has been made to the Trust Board in circumstances where such benefit has or may have deprived any person/s of any legal or moral entitlement to all or part of such benefit then the Trust Board may at its absolute discretion make such advance/s to any such person/s or any other person/s (whether by way of gift or loan or both) out of such benefit as it may in its absolute discretion think fit.

11.4 NOTWITHSTANDING any other provision of this Deed it is also expressly provided that where any business/es is carried on by or on behalf of the Trust Board or for the benefit of the Trust then no distribution shall be made or any other benefit or advantage afforded to, or received, gained, achieved or derived by any person if to do so would result in the income from such business/es not being exempt from income tax whether by virtue of the operation of Section CW42 of the Income Tax Act 2007 or otherwise.

SECTION 12 TRUST BOARD MEMBERS' RIGHTS, LIABILITIES AND INDEMNITY

12.1 ANY member of the Trust Board or of any committee or subcommittee of the Trust Board shall, with the consent of a majority of the other members of the Trust Board, committee or subcommittee (which consent may be withdrawn at any time), be entitled to act as such member, participate in any discussions of the Trust Board, committee or subcommittee, and exercise any of the powers, authorities and discretions given to the members of the Trust Board, committee or subcommittee even though such member may directly or indirectly benefit by doing so and even though a conflict of interest or duty in respect of any particular matter exists or might arise. However, prior to participating in any such discussion or exercising any such power, authority and discretion such member shall fully disclose the nature and extent of any such conflict or potential conflict to the other members of the Trust Board, committee or

subcommittee and, during the course of any such discussion, or the exercise of such powers, promptly and fully disclose to the other members of the Trust Board, committee or subcommittee any substantive change/s in the nature and extent of any such conflict or potential conflict.

12.2 NOTWITHSTANDING the provisions of clause 10.1, whilst any member/s of the Trust Board, committee or subcommittee shall be entitled to contract or otherwise deal with the Trust Board, committee or subcommittee in a personal and/or any other capacity, no member/s shall be entitled to purchase or otherwise acquire any interest in any Trust Property at any time during which such member/s is or are all of the members of the Trust Board, committee or subcommittee that is intending to dispose of such Trust Property.

12.3 NOTWITHSTANDING any statutory provision or rule of law to the contrary no member of the Trust Board or of any committee or subcommittee of the Trust Board shall be liable for any loss or expense incurred by the Trust Board or any committee or subcommittee of the Trust Board (including any loss or expense where it is considered that such member generally has not acted "prudently") unless such loss or expense is attributable to the dishonesty of such member or to the wilful commission by such member of an act known by such member to be a breach of trust **AND** in particular, no such member shall be liable for any loss or expense arising from the act/s or omission/s of any other member (whether or not such loss or expense could have been avoided by proper inquiry or by more prudent administration) nor shall any such member be bound to take or be liable for failure to take any proceedings against any other member/s for any breach or alleged breach of trust committed by such other member/s.

12.4 EXCEPT as provided for in clause 10.3, each member of the Trust Board and of any committee or subcommittee of the Trust Board shall be indemnified out of the whole of the Trust Property against any actions, proceedings, costs, claims, demands, damages, fines, penalties and/or other liabilities whatsoever directly or indirectly arising out of such member's membership whether or not the whole of the Trust Property was employed in the business or activity out of which such liability has arisen and whether or not such member is subsequently deemed to have been acting within the course of that member's powers, authorities and discretions .

SECTION 13 AMENDMENT

13.1 THE terms and provisions of this deed may be altered, supplemented, restricted or otherwise amended by the resolution of the Trust Board.

13.2 NO alteration, addition, restriction or other amendment may be made that would in any way derogate from the charitable nature or status of the Trust Board and/or that would be directly inconsistent with the principal Charitable Purposes.

SECTION 14 - WINDING UP

14.1 THE Trust may be wound up on the resolution of the Trust Board.

14.2 UPON a resolution to wind up being passed all debts, expenses and other liabilities of the Trust Board shall be satisfied, and, thereafter, the Trust Property shall be paid or transferred to such charitable organisation/s with similar Charitable Purposes as may be determined by the Trust Board at its absolute discretion. If there are no members of the Trust Board then the Trust Property shall be disposed of as the High Court of New Zealand (having taken into account the Charitable Purposes) shall direct pursuant to Section 27 of the Charitable Trusts Act 1957.”