

28.4.96

DATED 2nd May 1996

THE WELLINGTON PROGRESSIVE JEWISH CONGREGATION INCORPORATED

The Settlor

PHILLIP DAVID GREEN, LYNDIA FRANCES YOUNG,
FRED GERALD HIRSH and ELIZABETH JOAN GOODMAN

The Trustees

DEED OF CHARITABLE TRUST

NEUMEGEN AND COMPANY
BARRISTERS, SOLICITORS AND ARBITRATORS
AUCKLAND
P.O. BOX 5968
DX CP 25004
UPPER QUEEN STREET
wel7641.dot.m - 24.04.96

THIS DEED made the 2nd day of May 1996

BETWEEN THE WELLINGTON PROGRESSIVE JEWISH CONGREGATION
INCORPORATED (hereinafter together with its
successors and permitted assigns referred to as
"the Congregation") as Settlor

AND PHILLIP DAVID GREEN of Lower Hutt, Barrister,
LYNDA FRANCES YOUNG, Company Director, FRED
GERALD HIRSH, Retired, both of Wellington and
ELIZABETH JOAN GOODMAN of Palmerston North,
Teacher, as Trustees

PREAMBLE

- A. Eva Major of Wellington in the Dominion of New Zealand, Widow died on 17 September 1994 at Wellington.
- B. She left a will dated 8 August 1994 which was subsequently admitted to Probate in the High Court in New Zealand (Wellington Registry) in 1994.
- C. After having made provision for the payment of normal costs and charges and a number of bequests, her will provided inter alia as follows:

"6. I GIVE all the rest of my estate to my
"Trustee upon trust:

"f) To transfer ten (10) shares to the
"WELLINGTON LIBERAL JEWISH CONGREGATION
"(INCORPORATED) for its general purposes. I
"express the wish that half of this bequest be
"used for whatever is needed to further the well-
"being of the congregation and its members. I
"express the further wish that the remaining half
"be used to establish a trust fund to be known as
"The Joe and Eve Major Trust" with the income
"being used to provide tertiary education for
"temple members."

- D. The Wellington Liberal Jewish Congregation
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Incorporated changed its name on 19 February 1996 to The Wellington Progressive Jewish Congregation Incorporated but otherwise is the same entity as that nominated in the will of Eva Major, deceased.

- E. The Congregation has received funds on account of that residuary bequest and anticipates early receipt of the balance.
- F. The parties to this deed and the trustees named herein have agreed to execute this deed for the purpose of declaring the trusts, limitations, power and conditions on and subject to which the trust fund shall be held and for the control and government of the Trust.
- G. The Congregation shall have the power in a meeting of the Board of Management of such Congregation to appoint the first trustees of the Trust.

NOW THIS DEED WITNESSES

1. **NAME**

The name of the Trust shall be the "**JOE AND EVE MAJOR TRUST**".

2. **OFFICE**

The office of the Trust shall be such place in Wellington, New Zealand or elsewhere as the Board of Trustees may determine.

3. **PURPOSES**

- 3.1 The Congregation shall transfer to the Trust half of the funds received by it for and on behalf of the ~~Estate of EVA MAJOR Deceased~~
-

3.2 The Trustees shall hold the fund ON TRUST

- (a) To invest the same and to apply the income therefrom either by way of loan or grant upon such terms as the Trustees in their absolute discretion shall deem appropriate in and toward the provision of tertiary education (as herein defined) for Members of the Congregation, pursuant to the will of Eva Major (deceased).
- (b) The Trustees may carry forward unexpended income in any year to a future year or years. The Trustees may also set aside from income a reserve to meet fluctuations in income in future years and other contingencies. These powers are in addition to any other powers or discretion the Trustees may have to carry forward the income or to establish reserves.
- (c) The Trustees may accumulate income from the funds held on trust in any accounting period for a period not exceeding 80 years from the date of death of Eve Major. This accumulated income will be added to the capital of the funds and is to be held on the same trusts. This power is in addition to any other power the Trustees may have to accumulate income.
- (d) Definitions:

For the purposes of this Deed the term -

- (i) "Member of the Congregation" shall mean any person who is a member of the Congregation. The eligibility of such person for membership of such Congregation shall be determined by reference to the Rabbi and/or the Board of Management of the Congregation.

The determination received from the Rabbi and/or the Board of Management of the Congregation, shall be final and binding upon the trustees.

(ii) "Tertiary education" means any education which is recognised as tertiary education by

- a) the New Zealand Qualifications Authority; or
- b) any other Government qualifications board set up independently of the New Zealand Qualifications Authority and/or in substitution for the New Zealand Qualifications Authority; or
- c) any overseas Government authority similar to the New Zealand Qualifications Authority where the tertiary education sought is based outside New Zealand; or
- d) the trustees, after consideration, of the proposed course, have determined that the education is proper, substantive and organised and will be of substantial benefit to the applicant; or
- e) any other Government and/or New Zealand Government Qualifications Authority and which education occurs after members of the Congregation have completed their compulsory minimum educational requirements.

(iii) "Member of the Jewish faith" shall mean any person who is determined to be a member of

the Jewish faith after reference to the Rabbi and/or the Board of Management of the Congregation to whom enquiries shall be made and the determination received from the Rabbi and/or the Board of Management of the Congregation shall be final and binding upon the Trustees.

- (iv) In this deed save where inconsistent with the context the expression "Trustees" shall include where appropriate the trustee or trustees hereof for the time being, all covenants and obligations herein expressed shall be joint and several, words importing the singular number include the plural and vice versa words importing any one of the masculine feminine and neuter genders shall also mean and include the other genders, references to individuals shall mean and include corporations, (references to "company" shall include any company whether incorporated outside New Zealand and whether carrying on business within New Zealand or not) reference to any statute shall include any statutory modification or substitution for the time being in force and these presents shall be interpreted as always speaking and the present tense is always to be applied in the circumstances as they arise.

These objectives shall be pursued and provided in such a manner as to ensure that the fund is held on trust for exclusively charitable purposes within New Zealand; all provisions of this deed being subservient to this requirement.

4. STRUCTURE OF THE TRUST

The Trust shall be administered by a Board of Trustees ("the Board"). The Board shall be accountable to the Congregation.

5. MEMBERS OF THE BOARD

5.1 **Number of Board.** The Board shall consist of not less than three or more than five members.

5.2 **Membership of Board.** The signatories to this deed shall be the first Board and the chairperson shall be elected by the first Board and subsequently the Board shall be elected by the Congregation and appointed in such manner as the Congregation shall from time to time determine in accordance with the terms of this deed.

5.3 **Retirement of Board.** The Board shall retire at each annual general meeting, but shall be eligible for re-election at the same and subsequent meetings. The first election of the Board shall not occur until the annual general meeting in 1997.

5.4 **Nomination to Board.** Nomination for positions on the Board shall be by way of notice of nomination in writing endorsed with the consent of the nominee and given to the Secretary of the Congregation not less than seventy-two (72) hours before the time fixed for the annual general meeting. Nominees shall be members of the Jewish faith as herein defined. If there are insufficient nominations to fill the vacant positions on the Board, oral nominations may be received at the annual general meeting provided that no members shall be elected who has not consented to being nominated.

5.5 **Vacancies.** Subject to paragraph 5.1, the Board shall

have the power to co-opt further members on the Board and to fill any casual vacancy on the Board until the next annual general meeting.

5.6 **Name of Board.** The name of the Board shall be the "JOE AND EVE MAJOR TRUST BOARD".

6. **PROCEEDINGS OF THE BOARD**

6.1 **Meetings.** The Board shall meet at such times and places as it determines and shall elect a chairperson from amongst its members at its first meeting.

6.2 **Officers.** The Board shall appoint the officers of Secretary and Treasurer. These offices may be combined. The Secretary and Treasurer need not be members of the Board.

6.3 **Chairperson.** The chairperson who shall be elected and appointed by the Trust Board shall preside at all meetings of the Board at which she or he is present. In the absence of the chairperson from any meeting the members present shall appoint one of their number to preside at that meeting.

6.4 **Quorum.** At any meeting of the Board a majority of members shall form a quorum and no business shall be transacted unless a quorum is present.

6.5 **Voting.** All questions before the 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. If the voting is tied the Chairperson shall have both a casting and a deliberative vote.

6.6 **Minutes.** The secretary shall keep minutes of all Board meetings which shall be available for inspection by Board members at reasonable times.

7. POWERS

7.1 **General and Specific powers.** In addition to the powers implied by the general law of New Zealand or contained in the Trustee Act 1956, or any Act in amendment thereof or substitution therefore, the powers which the Board may exercise in order to carry out its charitable objects are as follows:

- (a) to use the funds of the Trust as are 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. The Board may retain as professional advisers, agents, officers and staff people who are also Trustees of this Trust and shall have the ability to pay them such proper fees, salary, wages or other emolument including reimbursement of all reasonable and proper expenses properly incurred by such professional advisers, agents, officers and staff notwithstanding that the same are Trustees.
- (b) to purchase, take on lease or in exchange or hire or otherwise acquire any land or personal property and any rights or privileges as are 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
- (c) to invest surplus funds in any way permitted by law for the investment of trust funds and upon such terms as are proper and correct; and
- (d) to borrow or raise money from time to time with

or without security and upon such terms as to priority and otherwise as are proper and correct; and

- (e) to give any guarantees as shall be appropriate; and
- (f) without altering or affecting the exclusively charitable nature of this Trust at any time by resolution in writing to that effect and to transfer to any new Trustee or Trustees of all or any of the Trusts hereof appointed outside the jurisdiction of the New Zealand courts all or any of the properties subject to such Trusts in respect of which such appointment is made; and
- (g) to do all things as may from time to time be desirable to give effect to and to attain the charitable purposes of the Trust.
- (h) To delegate to such persons or organisations within or without New Zealand such functions of the Board as shall be necessary or practicable to meet the exigencies of any particular situation.
- (i) To accept receipts for monies given by the Trust pursuant to its charitable purposes from any beneficiary without the Trustees being bound to see to the application of such funds.
- (j) To take and act upon the opinion of any barrister practising in the High Court of New Zealand whether in relation to the interpretation of these presents or any other document or statute or as to the administration of the trusts hereof without being liable in respect of any act done by them in accordance with such opinion but nothing this clause contains shall prohibit the Trustees from applying to a court of competent

jurisdiction if they should think fit.

(k) To determine all questions arising with reference to these presents and the Trust Fund and the administration thereof in case of any dispute or difference between the beneficiaries AND the decisions of the Trustees thereon shall be final and binding on all such persons.

7.2 No Trustees of these presents shall be liable for any loss not attributable to his or her own dishonesty or to the wilful commission by him or her of any act known by him or her to be a breach of trust and in particular no Trustee shall be bound to take any proceedings against a co-trustee for any breach or alleged breach of trust committed by such co-trustee.

7.3 The Trustees and each of them and their personal representatives and assigns and their estates and effects shall be kept by the Congregation safe, harmless and indemnified against all actions, proceedings, liabilities, claims, damages, costs and expenses in relation to or rising out of their trusteeship except in respect of any matter for which the Trustees' liability is not excluded by the preceding clause and may take security by way of indemnity over the trust fund or any part thereof.

7.4 **Employment.** Under paragraph 7.1(a) the Board may employ as agents, officers and staff persons who are members of the Board.

8. INCOME, BENEFIT OR ADVANTAGE TO BE APPLIED TO CHARITABLE PURPOSES

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

8.2 **Influence.** No member or person associated with a

member of the Trust 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:

- (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.

9. ACCOUNTS

- 9.1 True and fair accounts. The Board shall keep true and fair accounts of all money received and expended.
- 9.2 Audit. The Board shall as soon as practicable after the end of every financial year of the Board, cause the accounts of the Board for that financial year to be audited by an accountant appointed by the Board for that purpose and the Board 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.
- 9.3 The Board shall, as soon as the accounts become available in terms of paragraphs 9.1 and 9.2 hereof, present the accounts to the Congregation for perusal and consideration.

10. COMMON SEAL

The Board shall have a Common Seal which shall be kept in the custody of the Secretary, or such other officer as shall be appointed by the Board and shall be used only as directed by the Board. It shall be affixed to documents only in the presence of and accompanied

by the signature of two members of the Board.

11. ANNUAL GENERAL MEETING

11.1 **Time and place of meeting.** The annual general meeting of the Trust shall be held each year in one of the months of April, May or June at such place, date and time as the Board shall determine.

11.2 **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 Board and any sub-committees of the Board; and
- (d) subject to paragraph 5, elect members of the Board; and
- (e) consider and decide any other matter which may properly be brought before the meeting.

12. SPECIAL GENERAL MEETING

12.1 **Secretary may call meeting.** A special general meeting of the Board shall be called by the Secretary on receipt of a request in writing for such a meeting stating the reason for having the meeting and signed by not less than two members of the Board or by the Secretary of the Board of Management of the Congregation pursuant to a resolution to that effect

of the Board of Management of the Congregation.

12.2 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.

13. PROCEDURE FOR GENERAL MEETING

13.1 Definition. In this deed the term "general meeting" includes both an annual general meeting and a special general meeting.

13.2 Notice of meeting. Up to fourteen days written notice of each general meeting shall be given to all members of the Board. 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.

13.3 Quorum. The quorum shall be a majority of members of the Board.

13.4 Chairperson. The chairperson of the Board or the nominee of the members present in the absence of the chairperson of the Board, shall chair each general meeting.

13.5 Voting. All questions at a general meeting shall be decided by consensus. However, if a consensus decision cannot be reached on any question it shall, subject to paragraph 14, be put as a motion to be decided by a majority of votes. Each member shall have only one vote. Voting may be by show of hands or by secret ballot. If the voting is tied, the motion shall be lost.

13.6 Minutes. Copies of the minutes of all meetings both special and general shall be forwarded to the Secretary of the Board of Management of the Congregation not less than 14 days before the Annual General Meeting of the Trust.

14. ALTERATION TO TERMS OF DEED

Subject to paragraph 3, which is absolutely paramount, this deed may be altered, added to, rescinded or otherwise amended by a resolution passed by a 75% majority, provided that no such amendment shall:

- (a) detract from the exclusively charitable nature of the trust as is more particularly defined in paragraphs 3.2(a), (b), (c) and (d) hereof 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 paragraphs 3 or 8 unless it is first approved in writing by the Department of Inland Revenue.

IN WITNESS this deed is duly executed.

THE COMMON SEAL of)
THE WELLINGTON PROGRESSIVE)
JEWISH CONGREGATION)
INCORPORATED was hereunto)
affixed in the presence of:)



(Names removed from web version for privacy reasons)