



Application for Incorporation as a Char - Board -



1856185

10052027778

1. We being all the trustees for

GORE CHURCH & GOSPEL HALL TRUST

hereby apply to be incorporated as a Board under the provisions of the Charitable Trust Act 1957.

2. We desire the name of the Board to be

GORE CHURCH & GOSPEL HALL TRUST

Note: Have you checked that the charitable trust's name is available by conducting a Register Search at www.societies.govt.nz?

3. The Registered Office of the board is to be

This address must be a physical address e.g. 6 Anywhere Street, Somewhereville.

Address: 4 KAKA STREET
GORE

4. The Address for

Communications will be Postal Address (e.g. P O Box) to which Communications from the Registrar may be sent. The email address will not be publicly available.

Address: 4 KAKA STREET
GORE

Email:

5. This application is made with the authority of the trustees of the said trust. (Note: this trust is not a society)

6. The said trust is not at present incorporated.

7. The following documents are attached to the application:



Certified copy of Deed of Trust, and



Statutory Declaration as per section 10(2)(b) of the Charitable Trusts Act 1957.

NPC# 13

17 AUG 2006

Dated this

4th

(day)

August

(month)

2006

(year)

Your Contact Details

Name and Postal Address:

KERRY DEANE
BAY LAW OFFICE
PO BOX 48042
BLOCKHOUSE BAY

Other Details:

Telephone: (09) 627 8173

Email:

Post To

Charitable Trusts Register
Companies Office
Private Bag 92061
Auckland Mail Centre 1020

Signatures of the Trustees who are making application to be Incorporated as a Board

Name of Trust: GORE CHURCH & GOSPEL HALL TRUST

Full Name: PAUL JAMES FORREST

Residential Address: 4 KAKA STREET, GORE

Occupation: SALESMAN

Signature:  X

Full Name: MICHAEL GEORGE HAMLIN

Residential Address: 15 LOCK STREET, GORE

Occupation: SALESMAN

Signature:  X

Full Name: NEVILLE RICHMOND MACDONALD

Residential Address: 16 HILBRE AVENUE, GORE

Occupation: HVAC ENGINEER

Signature:  X

Full Name: STANLEY BEVAN MALCOLM

Residential Address: 60 RUIA STREET, GORE

Occupation: SALESMAN

Signature:  X

Full Name: JOHN MICHAEL MCKISSOCK

Residential Address: 26 ALBANY STREET, GORE

Occupation: PLUMBER

Signature:  X

Full Name:

Residential Address:

Occupation:

Signature:

Full Name:

Residential Address:

Occupation:

Signature:

Witness to all signatures:

Full Name: Stephen John McLean

Residential Address: 16 Arawa St

Occupation: Manager

Signature:  X



Statutory Declaration

Supporting the application for Incorporation as a Charitable Trust - Board -

Charitable Trust Name:

GORE CHURCH & GOSPEL HALL TRUST

I,

PAUL JAMES FORREST

of

4 KAKA STREET, GORE

do solemnly and sincerely declare that:

1. I am one of the trustees of

GORE CHURCH & GOSPEL HALL TRUST

under the Deed of Trust creating the said Trust and am one of the applicants under the Application for Incorporation submitted herewith.

2. There are no trusts (other than those) set out in the Deed of Trust under which the said Applicants for Incorporation hold any property.

AND I make this solemn declaration conscientiously believing the same to be true, and by virtue of The Oaths and Declarations Act 1957.

Declared at

Gore

this 4th day of August 2006.

before me

Justice of the Peace, Solicitor or Notary Public

DAVID GREGORY LHONI
SOLICITOR
GORE

DATED: _____

CERTIFIED TRUE COPY
ORIGINAL SIGHTED

Signed _____

Date _____

FERRY DEAN
SOLICITOR
AUCKLAND

PAUL JAMES FORREST

MICHAEL GEORGE HAMLIN

NEVILLE RICHMOND MACDONALD

STANLEY BEVAN MALCOLM

JOHN MICHAEL McKISSOCK

**DEED OF TRUST ESTABLISHING
GORE CHURCH & GOSPEL HALL TRUST**

DEED dated 4th August 2006

BETWEEN: PAUL JAMES FORREST of 4 Kaka Street, Gore, Salesman
AND: MICHAEL GEORGE HAMLIN of 15 Lock Street, Gore, Salesman
AND: NEVILLE RICHMOND MACDONALD of 16 Hilbre Avenue, Gore, HVAC Engineer
AND: STANLEY BEVAN MALCOLM of 60 Ruia Street, Gore, Salesman
AND: JOHN MICHAEL McKISSOCK of 26 Albany Street, Gore, Plumber

(hereinafter called the "Trustees")

BACKGROUND

A. **STEPHEN JOHN MCLEAN** of Gore has this day paid to the Trustees the sum of Twenty dollars (\$20.00) (hereinafter called "the Original Investment") upon condition that the Trustees would execute these presents

OPERATIVE PART

In pursuance of the foregoing the Trustees **DECLARE** that they hold and will hold the Trust Property (as hereinafter defined) **UPON TRUST** for the Trust Purposes (as hereinafter defined) and upon the terms and conditions set forth in the attachment hereto.

EXECUTED AS A DEED.

SIGNED by **PAUL JAMES FORREST**)
as a Trustee in the presence of:)

[Signature]
.....
Paul James Forrest

Witness to signature:

[Signature]
.....
Signature of Witness

Stephen John McLean
.....
Name of Witness (print)

Manager
.....
Occupation

Gore
.....
City/Town of residence

BUSINESS & REGISTRIES
BRANCH, AUCKLAND.
16 AUG 2006
RECEIVED

[Handwritten initials and signatures]

SIGNED by MICHAEL GEORGE)
HAMLIN as a Trustee in the presence)
of:)

+ *M. G. Hamlin* X
Michael George Hamlin

Witness to signature:

..... *Stephen J. McLean*
Signature of Witness

..... *Stephen John McLean*
Name of Witness (print)

..... *Manager*
Occupation

..... *Gore*
City/Town of residence

SIGNED by NEVILLE RICHMOND)
MACDONALD as a Trustee in the)
presence of:)

+ *N. Richmond MacDonal* X
Neville Richmond MacDonald

Witness to signature:

..... *Stephen J. McLean*
Signature of Witness


..... *Stephen John McLean*
Name of Witness (print)

..... *Manager*
Occupation

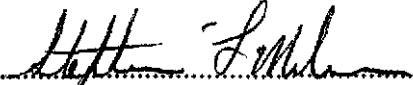
..... *Gore*
City/Town of residence


P17 - [Signature] MGH [Signature]

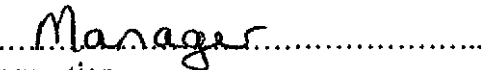
SIGNED by STANLEY BEVAN)
MALCOLM as a Trustee in the)
presence of:)



.....
Stanley Bevan Malcolm

Witness to signature:


.....
Signature of Witness


.....
Name of Witness (print)


.....
Occupation

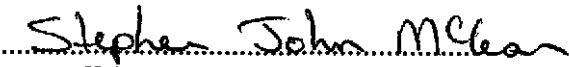

.....
City/Town of residence

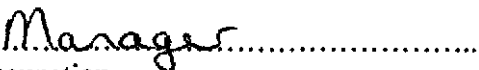
SIGNED by JOHN MICHAEL)
McKISSOCK as a Trustee in the)
presence of:)

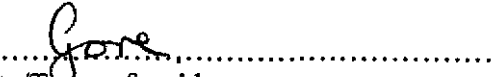

.....
John Michael McKissock

Witness to signature:


.....
Signature of Witness


.....
Name of Witness (print)


.....
Occupation



.....
City/Town of residence



Attachment to Deed of Trust dated _____ establishing GORE CHURCH & GOSPEL HALL TRUST

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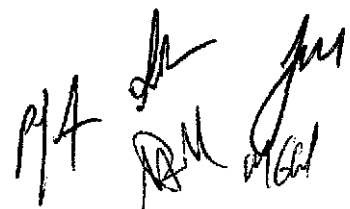
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1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed where the context reasonably permits:

- (a) **“the Trustees”** means the Trustees for the time being of the trusts constituted by this Deed, and a **“Trustee”** means one of the Trustees;
- (b) **“the Trust Property”** means:
- (1) Any moneys investments and property, whether real or personal, received by the Trustees at the time of their execution of the Trust Deed, which they have held subject to the powers and discretions set out in the Trust Deed (“the original trust property”).
 - (2) all moneys investments and property whether real or personal subsequently paid or transferred to and accepted by the Trustees as additions to the original trust property,
 - (3) the investments and property from time to time representing the original trust property and the additions thereto described in clause 1.1(b)(2) or any part or parts hereof,
- (c) **“the Trust Purposes”** means:
- (1) the carrying on within New Zealand of the service of God including the celebration of the Lord’s Supper, Gospel Preachings and Bible Readings and Addresses on the Word of God and other meetings of a Christian religious character according to the injunctions contained in the Holy Scriptures for those Christians forming part of a world-wide fellowship, variously known and hereinafter referred to as Brethren, who hold and practise the teachings of Christ and His Apostles contained in the Holy Scriptures as expounded by His servants the ministers of the Lord in the Recovery, Mr. J.N. Darby, Mr F.E. Raven, Mr J. Taylor Sr., Mr J. Taylor Jr., Mr J.H. Symington, Mr J.S. Hales, Mr B.D. Hales and their successors and are in fellowship with Mr. B.D. Hales (so long as he lives) and, after the death of Mr. B.D. Hales, with any other person who thereafter is recognised by Brethren worldwide as the successor as a Minister of the Lord in the Recovery; and
 - (2) any other charitable purposes of or connected with Brethren within New Zealand.
- (d) **“Member of the Congregation”** means a person who has attained the age of 17 years and who:
- (1) continues to partake of the Lord’s Supper with Brethren;



- (2) customarily attends any meeting room situated on the Trust Property and maintained by the Trustees for the Trust Purposes and also, if a monthly meeting for care and administration is held at any such meeting room, any other person who regularly attends such monthly meeting or who is entitled to so attend but for health or other good reasons has been unable to do so; and
 - (3) is in fellowship with Mr. B.D Hales (so long as he lives) and after the death of Mr. B.D Hales with any other person who thereafter is recognised by Brethren worldwide as the successor as Minister of the Lord in the Recovery.
- (e) **"The Congregation"** means all the Members of the Congregation (as defined in clause 1.1(d) hereof) for the time being;
 - (f) **"a meeting of the Congregation"** includes:
 - (1) A regular meeting, being a meeting of the Congregation of which oral notice has been given to the Members of the Congregation present at, and in the course of, a celebration of the Lord's Supper;
 - (2) A special meeting being a meeting of the Congregation called as provided in clauses 14.1, 14.2 and 14.3.
 - (g) **"Person"** includes body corporate.

1.2 Interpretation

In this deed:

- (a) The singular includes the plural and the plural the singular and words importing any gender include every gender, the headings and marginal notes are included for convenience only and shall not affect the construction of this Deed;
- (b) Words denoting natural persons include companies;
- (c) Reference to a statute shall be deemed to be reference to that statute as from time to time amended, re-enacted or substituted;
- (d) Reference to a clause is, unless, otherwise specified, a reference to a clause of this deed;
- (e) A reference in any of the provisions of this deed to the Minister of the Lord in the Recovery is a reference to Mr. B.D. Hales, so long as he lives, and after his death, to any other person who thereafter is recognised by Brethren worldwide as the successor as Minister of the Lord in the Recovery.
- (f) For the purposes of this Deed any decision, declaration or other thing that is required to be in writing in "the stipulated form" shall be in writing signed by the person making the decision, declaration or doing the other thing and attested to by two witnesses to whom he is personally known.

- (g) Where the sanction of a unanimous resolution of a meeting of the Congregation is required under any provision of this Deed this may be evidenced by minutes of the meeting at which the sanction was given, signed by the Chairman of the meeting and countersigned by the Trustees.

1A INITIAL CONGREGATION

- (1) The provisions of this clause apply if at the date of this Deed there are no Members of the Congregation as defined in Clause 1.1(d).
- (2) For the period commencing from the date of this Deed and ending at the time when persons who otherwise satisfy the definition of a Member of the Congregation in Clause 1.1(d) first commenced to customarily attend a meeting room as described in clause 1.1(d)(2):
- (a) a "Member of the Congregation" means a person who is a member of the congregation as defined in Deed dated 14 November 1992 and made between, **Francis Alfred Moore, Graham Charles Moore, and Christopher Charles Harrison**, which established **Invercargill Property Trust** as such Deed is in force from time to time; and
- (b) "the Congregation" means all the members of the Congregation as defined in paragraph (a); and
- (c) notwithstanding Clause 7.2 and 7.5 but subject to all the other provisions of Clause 7 a person who satisfies the requirements of clauses 1.1(d)(2) and 1.1(d)(3) is eligible to become and remain a Trustee, and the other provisions of this Deed shall be applied during that period so as to give effect to these modifications.
- (3) At the expiration of the period mentioned in Clause 1A(2) the provisions of this Clause 1A other than clause 1A(5) shall cease to have effect.
- (4) A written certificate to the effect that the conditions for the period mentioned in Clause 1A(2) ending have been met and signed by the Trustees for the time being shall be conclusive evidence that the period ended on the date specified in the certificate.
- (5) A person who is a Trustee at the expiration of the period mentioned in Clause 1A(2) may continue to be a Trustee notwithstanding Clause 7.6 but subject to all other provisions of Clause 7.

2 POWERS

- 2.1 The Trustees may exercise the powers from time to time conferred on Trustees by law and may in addition from time to time:

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- (a) purchase or otherwise acquire, hold, develop or improve property of any kind whether real (including both freehold and leasehold estates) or personal;
- (b)
 - (1) build or erect any buildings or improvements on any part of the Trust Property and extend, add to, alter, demolish, reconstruct or rebuild any buildings or improvements at any time standing upon any part of the Trust Property; and
 - (2) furnish and equip any such buildings or improvements and alter, add to, renew or replace the furniture, fittings and equipment of any such buildings or improvements;
- (c) manage, maintain, repair, renovate, remodel or improve and keep in repair the Trust Property or any part thereof;
- (d) insure the Trust Property or any part thereof against such risks of loss or damage and in such amounts as the Trustees consider reasonable and effect such other insurances as they consider necessary in connection with the Trust Property or the use thereof or the trusts hereof or the exercise by the Trustees of their powers hereunder;
- (e) pay all taxes, assessments, expenses and other outgoings in respect of the Trust Property or any part thereof and all expenses and outgoings incurred by the Trustees in relation to the trusts hereof or the exercise of the powers of the Trustees hereunder;
- (f) permit, on such terms and subject to such regulations as the Trustees may determine, the use of the Trust Property or any part thereof for Trust Purposes;
- (g) lease the Trust Property or any part thereof for such rent, for such term and with or without an option to the lessee to renew the lease or to purchase the property subject thereto and in all respects on such terms and conditions as the Trustees deem reasonable and proper;
- (h) borrow moneys from any person (including any one or more of the Trustees) either with or without security and either at interest at any rate or without interest; and the Trustees may for the purpose of any such borrowing mortgage, charge or otherwise encumber the Trust Property or any part thereof; PROVIDED THAT Trustees lending to the Trust shall not receive interest in excess of current commercial rates;
- (i) sell the Trust Property or any part thereof for cash or on credit or partly for cash and partly on credit (either with or without taking a mortgage or other security to secure payment of any part of the purchase price) and at such price and on such terms and conditions as the Trustees in their discretion deem reasonable and proper.
- (j)
 - (1) invest all or any of the Trust Property which in the opinion of the Trustees is not immediately required to be expended for Trust Purposes or in the exercise of the Trustees' powers hereunder in any manner permitted by the law of New Zealand including:
 - (a) in land of any tenure in New Zealand or any estate or interest therein; or

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- (b) upon deposit with any corporation for the time being carrying on in New Zealand general banking business; and
- (2) vary or transpose any investments;
- (k) lend any moneys being part of the Trust Property to:
 - (1) the trustees of any trust which is a charitable trust for purposes which are substantially Trust Purposes; or
 - (2) any charitable corporation the principal objects of which are substantially Trust Purposes, and the constitution of which prohibits any distribution of the property or income of the company to its members;

either at interest at any rate or without interest and upon such security as the Trustees consider necessary or without any security and in all respects on such terms and conditions as the Trustees deem appropriate;

- (l) receive as accretions to the Trust Property gifts and benefactions of any kind whether inter vivos or testamentary;
- (m) pay transfer or apply the Trust Property or any part thereof or supply (or arrange for the supply of) goods, property or services to or for the benefit of any other charitable trust which is a trust for purposes which are substantially Trust Purposes whether or not the trustees thereof include the Trustees or any of them, or to any charitable corporation the principal objects of which are substantially Trust Purposes and the constitution or rules of which prohibit the distribution of any of its income or property to its members;
- (n) instead of acting personally, employ and pay any other persons to transact any business or to do any act of whatever in relation to the Trust Property or the trusts hereof including the receipt and payment of money; PROVIDED THAT any such payment shall be reasonable remuneration for services actually rendered and provided further, notwithstanding any other provision of this Deed, or of the general law, no benefit or advantage may be permitted to accrue to any person or entity (whether incorporated or unincorporated) who or which shall have been able, directly or indirectly, to materially influence the benefit or advantage in any way or in any respect.
- (o) on such terms as the Trustees deem reasonable and proper compromise, compound, abandon or accept any security real or personal for any debt or other claim relating to the Trust Property and for that purpose enter into and execute such releases agreements or assignments as the Trustees deem reasonable.
- (p) transfer or dedicate any land or other property or any estate or interest therein to any public or local authority or for any public purpose;
- (q) refrain from suing or taking any action to enforce any debt or other claim relating to the Trust Property;



- (r) take and act upon the opinion of any solicitor or counsel practising in New Zealand as to the construction of this Deed or as to any matter arising under this Deed or relating to the trusts hereof;
- (s) indemnify or reimburse themselves out of the Trust Property or any part thereof for any expenses or liabilities which they may reasonably incur in relation to the Trust Property or the trusts hereof or the performance or exercise of their duties and powers hereunder;
- (t) employ at their discretion capital or income of the Trust Property in the performance or exercise of any of their duties or powers hereunder; and
- (u) determine whether any receipts or outgoings are to be treated as or charged to income or capital.

2.2 No real property forming part of the Trust Property shall be disposed of (whether by sale or otherwise) by the Trustees unless the disposal has been previously sanctioned by a unanimous resolution of a meeting of the Congregation or, if there is no Congregation, has the prior sanction of the Minister of the Lord in Recovery.

2.3 The Trust shall pursue the Trust Purposes solely in New Zealand and incur its expenditure principally in New Zealand.

3. **TRUSTEES' DISCRETION AND LIABILITY**

3.1 No Trustee shall be liable for any loss not directly attributable to his own dishonesty or gross or wilful neglect or to the wilful commission by him of an act known by him to be a breach of trust and in particular he shall not be bound to take any proceedings against a co-trustee for any breach or alleged breach of trust committed by such co-trustee.

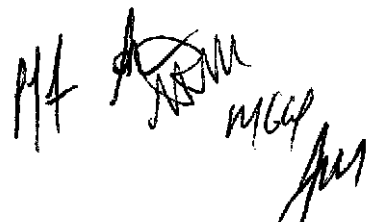
4. **INSURANCE**

4.1 Notwithstanding anything herein contained or implied, the Trustees in recognition of their religious views are neither required nor expected to insure the Trust Property or any part thereof against fire or any other risk or liability whatsoever and shall not be personally liable or responsible in any way for any loss or damage to the Trust Property or any part thereof or any diminution of the Trust Property arising or resulting from any matter, cause or thing against which they might have insured.

5. **BENEFITS TO TRUSTEES**

5.1 A Trustee being a solicitor or accountant or a person engaged in any other profession business or occupation may be employed in that capacity by the Trustees and shall be entitled to charge and be paid all professional and other charges for any business or act done by him or any firm of which he is a member or his or its clerks or employees in connection with the trusts hereof including any business or act which a Trustee not being a solicitor or accountant or person engaged in any other profession business or occupation could have done personally.

5.2 Subject to clause 2.1(s) and to clause 5.1 the Trustees shall not nor shall any of them receive any compensation remuneration or benefit out of the Trust Property or in relation to the trusts hereof.

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- 5.3 Nothing expressed or implied in this Deed shall permit the activities of the Trust to be carried on for the private pecuniary profit of any individual and, save as provided in clause 5.1, no Trust Property shall be used for the purposes of private profit.
- 5.4 Any Trustee who is interested directly or indirectly, and other than merely as a Trustee, in any asset, undertaking, or transaction in which the Trust also may be interested:
- (a) Shall disclose to the other Trustees the full extent and nature of that interest, and
 - (b) Shall be debarred from any deliberations concerning that asset, undertaking, or transaction.
- 5.5 Notwithstanding anything expressed or implied in this Deed, no commercial transaction will be entered into unless, having regard to the terms and conditions of the loan or agreement, payment by way of interest or rent shall not exceed current commercial rates and receipts by way of interest or rent shall be at not less than current commercial rates PROVIDED THAT this clause shall not apply to transactions entered into in carrying out the Trust Purposes.

6. PROTECTION TO PERSONS DEALING WITH TRUSTEES

- 6.1 No one dealing in good faith with the Trustees or any of them whether as vendor, purchaser, mortgagee, or otherwise in any capacity whether of a like or different nature shall in any way be concerned to enquire or see whether the occasion for performing or exercising any of the trusts hereof or any power conferred on the Trustees hereunder has arisen or whether any condition has been fulfilled or authority given or as to the purpose of the Trustee in performing or exercising any of the trusts or powers hereof or whether any meeting has been held or has been regularly or properly convened or held or whether the provisions hereof or of the general law as to the appointment removal or retirement of Trustees have been observed or otherwise howsoever as to the propriety or regularity of any act of the Trustees or to see to the application of any moneys paid to the Trustees and shall not be affected by the non-application or misapplication of any moneys paid to the Trustees.

7. TRUSTEES – NUMBER, APPOINTMENT, RETIREMENT AND REMOVAL

- 7.1 The number of the Trustees shall be not less than three nor more than five.
- 7.2 No person shall be eligible to become a Trustee unless he is:
- (a) a person who fulfils the requirements of clause 1.1(d)(1) and (3) and regularly attends meetings of Brethren at any meeting room situated on the Trust Property and maintained by the Trustees for Trust purposes; or
 - (b) a person who fulfils the requirements of clause 1.1(d)(1) and (3) and is appointed pursuant to clause 7.10
- 7.3 A meeting of the Congregation may by unanimous resolution at any time or from time to time appoint a person to be one of the Trustees and this power may be exercised:

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- (a) following the nomination by the Trustees to the meeting of the Congregation of a person to be appointed; or
- (b) on the motion of a Member of the Congregation to the meeting of the Congregation,

PROVIDED THAT no appointment of a Trustee shall be made the effect of which would be to increase the number of Trustees to more than five.

- 7.4 Whenever the number of Trustees is less than three the Trustees shall as soon as practicable nominate to a meeting of the Congregation a person whom they propose should be appointed as a Trustee.
- 7.5 Notwithstanding anything herein contained or implied the Trustees for the time being may perform and exercise all or any of their duties and power hereunder (except their power to remove a Trustee) although their number is less than three.
- 7.6 A Trustee may retire from office by giving written notice to the other Trustees and shall do so if he ceases to be a Member of the Congregation PROVIDED THAT a Trustee who ceases to be a Member of the Congregation solely because the requirement in clause 1.1(d)(2) is not fulfilled shall not be required to retire as Trustee if and while circumstances exist which would enable the power of appointment and removal provided by clause 7.10 to be exercised.
- 7.7 A Trustee who ceases to fulfil the requirement of clause 1.1(d)(3) shall thereupon cease to be a Trustee
- 7.8 Subject to clause 7.9 a Trustee may be removed from office by a unanimous resolution as defined in clause 14.8 of a meeting of the Congregation (which meeting is hereafter in this clause 7 referred to as "the meeting of the Congregation").
- 7.9
 - (a) A Trustee who has been removed from office pursuant to clause 7.8 must be given written notice of such removal by the Chairman of the meeting as defined in clause 14.6 and may at any time within seven days of being given such notice, appeal against his removal to the Minister of the Lord in the Recovery by a letter posted to him and a copy of which is given to the other Trustees within that period of seven days.
 - (b) A Trustee who has so appealed against his removal (hereinafter called "the Appellant") shall not, until the appeal has been determined, act in any way in the trusts hereof and the other Trustees may, until such determination is made, perform and exercise all the duties and powers of the Trustees in the same manner and to the same extent as if the Appellant were not a Trustee.
 - (c) If the appeal of the Appellant is allowed he shall be deemed, but without prejudice to the powers of the other Trustees under clause 7.9(b) pending the determination of his appeal, not to have been removed from office.
 - (d) If the appeal of the Appellant is denied or if a Trustee, having been removed from office pursuant to clause 7.8, does not appeal as herein provided, he shall be deemed to have been removed from office on the date of the meeting of the Congregation.



- (e) The decision that an appeal in accordance with clause 7.9(a) be allowed or denied shall be in writing in the stipulated form and shall be final and conclusive.

7.10 In the event that for any period, whether because there is no meeting room maintained by the Trustees or for any other reason, there are no Members of the Congregation as defined in clause 1.1(d) or there are not sufficient Members to form a quorum as defined in clause 14.7 for a meeting of the Congregation then the power to appoint a person to be one of the Trustees and the power to remove a Trustee from office which, if there were Members of the Congregation, would be exercisable by a unanimous resolution of a meeting of the Congregation shall during that period vest in the Minister of the Lord in the Recovery; PROVIDED THAT no appointment shall be made under this clause 7.10 the effect of which would be to increase the number of Trustees to more than five; PROVIDED FURTHER THAT any exercise of the power of appointments or removal conferred by this clause 7.10 shall be in writing in the stipulated form.

7.11 A certificate to the effect that:

- (a) a Trustee has retired from office by written notice in accordance with clause 7.6 or;
- (b) a person has ceased to be a Trustee pursuant to clause 7.7 or
- (c) a Trustee has been duly removed from office pursuant to clause 7.8,

and signed by the Trustees other than that Trustee and also by any Trustee appointed to replace that Trustee shall, in favour of all persons, be conclusive evidence that the Trustee has retired, has ceased to be a Trustee or has been duly removed from office, as the case may be PROVIDED THAT a certificate that a person has ceased to be a Trustee pursuant to clause 7.7 shall not be issued without a prior sanction of a unanimous resolution of a meeting of the Congregation.

7.12 A Trustee who for any reason ceases to be a Trustee whether by retirement, removal, the operation of any of the preceding provisions of this clause 7 or otherwise shall forthwith deliver to the Trustees for the time being all books, records, documents and other material pertaining to the Trust which is in his possession or under his control.

8. TRUSTEES – PROCEEDINGS

8.1 The Trustees shall have power to regulate the conduct of their business as such Trustees as they deem reasonable and proper.

8.2 The Trustees shall keep written minutes of their proceedings signed by at least two of the Trustees or, if there is only one Trustee, by that Trustee.

9. CHEQUES

9.1 Any cheque or order for payment of money shall be signed by any two of the Trustees.

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10. **ACCOUNTS**

10.1 Proper accounts showing the assets and liabilities of the Trustees as such Trustees and of all receipts and disbursements made by them hereunder shall be kept by the Trustees and as soon as may be after the 31st day of March in each and every year the Trustees shall prepare a balance sheet as at the 31st day of March and an income and expenditure account for the period of twelve months ending on the 31st day of March or in the case of the first of such accounts for the period beginning with the commencement of the trusts hereof and ending on the 31st day of March next thereafter.

11. **AMENDMENT OF DEED OF TRUST**

11.1 Subject to clauses 11.2 and 11.3 this Deed may from time to time be amended in any respect by Deed executed by all the Trustees.

11.2 The Trustees shall not amend this Deed pursuant to clause 11.1 or otherwise unless the proposed amendment has been previously sanctioned by the Minister of the Lord in the Recovery in writing in the stipulated form and, if a Congregation exists, by a unanimous resolution (as defined in clause 14.8) of a meeting of the Congregation.

11.3 No amendment to this Deed shall be made if as a result thereof the trusts of this Deed (as so amended) would not be for charitable purposes in New Zealand or would for any reason fail.

12. **DECLARATION OF FELLOWSHIP**

12.1 For the purposes of this Deed the Minister of the Lord in the Recovery may by writing in the stipulated form declare whether any person is or was at the particular time in fellowship with the Minister of the Lord in the Recovery.

12.2 If a declaration made under clause 12.1 conflicts with a certificate issued under clause 7.11 then the Minister of the Lord in the Recovery may in writing in the stipulated form and with effect from the date thereof either:

(a) confirm that the existing Trustees as at that date continue as the Trustees;

or

(b) reinstate the former Trustee, in which case the Minister of the Lord in the Recovery may also remove any of the existing Trustees as the Minister of the Lord in the Recovery considers appropriate to give effect to the reinstatement.

PROVIDED THAT in no case shall the number of Trustees be increased to more than five.

13. **DELEGATION**

13.1 The Minister of the Lord in the Recovery ("the Delegator") may at any time or from time to time either generally, or as otherwise provided by the instrument of delegation, by writing in the stipulated form delegate to any person ("the Delegate") all or any of the powers or functions (other than the power to decide an appeal as provided for by clause 7.9 or the power



of confirming or declaring as provided by clause 14.9) conferred on him by this Deed including without limitation the power to sanction or confirm.

- 13.2 Subject to clause 13.3 a power or function so delegated when exercised or performed by the Delegate shall for the purposes of this Deed be deemed to have been exercised or performed by the Delegator.
- 13.3 A delegation under this clause may be made subject to a power of review or alteration by the Delegator within a period specified in the instrument of delegation of acts done or functions performed in pursuance of the delegation.
- 13.4 Without limiting the power of delegation conferred by this clause a delegation under this clause:
- (a) may be revoked or varied in writing in the stipulated form at any time;
 - (b) does not prevent the exercise of a power or the performance of a function by the Delegator;
 - (c) may be made to more than one person to be exercised by those persons jointly or as otherwise specified in the instrument of delegation;
 - (d) may be made to a person who is not a Member of the Congregation;
 - (e) shall cease to be operative if the Delegate ceases to be a person who is in fellowship as described in clause 1.1(c)(1) ;
 - (f) does not confer a power to delegate.

14. MEETINGS OF CONGREGATION

- 14.1 The Trustees or any two Members of the Congregation (hereinafter called "the Requisitionists") may from time to time when they think fit for the purposes of this Deed call a meeting of the Congregation.
- 14.2 The Trustees or Requisitionists shall have an unfettered discretion to determine the date, time and place of any such meeting but shall (unless otherwise agreed by the Members of the Congregation then present and subject as hereinafter provided) give the Members of the Congregation notice thereof.
- 14.3 Notice of any such meeting may be of any duration which the Trustees or the Requisitionists consider necessary and may be given to the Members of the Congregation in writing or orally at any meeting of the Congregation or by telephone or in any other manner the Trustees or Requisitionists consider necessary; in particular it shall not be necessary that notice be given to each Member of the Congregation or that the notice given to a Member of the Congregation be sufficient to enable him to attend the meeting or that the nature of the business to be transacted at the meeting be specified, either generally or particularly, in the notice.
- 14.4 It shall not be necessary to give any notice of a regular meeting other than the oral notice mentioned in clause 1.1(f), and that notice need not specify, either generally or particularly, the nature of the business to be transacted at the meeting.

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- 14.5 Any power conferred by this Deed upon a meeting of the Congregation may be exercised by any regular meeting or special meeting or the Congregation.
- 14.6 The Trustees or Requisitionists shall appoint a person to be chairman of any meeting of the Congregation and that person shall act as chairman of the meeting.
- 14.7 A quorum for a meeting of the Congregation shall be two Members of the Congregation.
- 14.8 For the purposes of this Deed a unanimous resolution of a meeting of the Congregation is a resolution to which no Member of the Congregation present at the meeting indicates that he objects.
- 14.9 In the event that a proposed resolution put to a meeting of the Congregation is not passed unanimously at the meeting, the Chairman shall forthwith send to the Minister of the Lord in the Recovery a written account of the meeting and the proposed resolution and the Minister of the Lord in the Recovery may either confirm that the resolution should not have been passed or make a declaration in writing in the stipulated form that the resolution should have been passed and in the event that such a declaration is made the proposed resolution shall for all purposes of this Deed have the same force and effect as if it were a unanimous resolution of a meeting of the Congregation held on the day on which the declaration is made.

15. **NAME OF TRUST**

- 15.1 The Trust constituted by this Deed shall be known as "GORE CHURCH & GOSPEL HALL TRUST" or such other name as the Trustees may from time to time determine.

16. **POWER TO INCORPORATE**

- 16.1 The Trustees may at any time apply to the Registrar of Incorporated Societies for the incorporation of the Trustees as a Board under Part II of the Charitable Trusts Act 1957.

17. **WINDING UP**

- 17.1 It is the intention of the Trustees that the Trust be a perpetual trust for public charitable purposes, but the Trustees may at any time and for any reason determine that the Trust be wound up, PROVIDED, however, that no such determination shall be made by the Trustees unless they have previously obtained the sanction of the Minister of the Lord in the Recovery in writing in the stipulated form and, if a Congregation exists, the sanction of a unanimous resolution of a meeting of the Congregation.
- 17.2 If upon the winding up or dissolution of the Trusts, and after the satisfaction of all its debts and liabilities, there remains any property whatsoever, that property must be given or transferred to another charitable fund or institution within New Zealand which has objects or purposes similar to the purposes of the Trust or upon application for such charitable purposes within New Zealand as a Judge of the High Court of New Zealand may direct.

18. **NOTICES**

18.1 A notice is taken to be given:

- (a) if given personally, at the time it is so given;
- (b) if posted, on the third business day after it was posted.

19. **APPLICABLE LAW**

19.1 This Deed shall be interpreted in accordance with the Law of New Zealand.

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