



10058049060

Application by trustees for incorporation as a charitable trust board

Section 7(3) Charitable Trusts Act 1957

The name cannot be the same as, or confusingly similar to, the name of any other incorporated trust, society, company or other body corporate, nor can it be contrary to the public interest (for example, be offensive or prohibited by an enactment). Check existing trust, society and company names for free by doing a Register Search online at www.companies.govt.nz

1. We being all the trustees under "a Trust Document" that creates a trust exclusively or principally for charitable purposes hereby apply to be incorporated as a Board under the Charitable Trusts Act 1957.

Note | Examples of Trust Documents include a:

- deed of trust;
- will;
- declaration of trust; or
- a similar authorisation.

2. We, as trustees, are not at present incorporated.

3. Proposed name of Board

OXFORD COMMUNITY MEN'S SHED

4. Address of registered office

This address must be a physical (street) address and NOT a P O Box, Private Bag or Document Exchange address.

11- OXFORD AREA SCHOOL
50 BAY RD
OXFORD 7430

5. Address for premises (optional)

Where provided, this address must be a physical (street) address.

6. Addresses for communication

Postal address (this can be a PO Box address) to which communications from the Registrar may be sent. The Registrar may also contact the Board by email. The email address you provide here will not be publicly available.

Postal address

~~11- OXFORD AREA SCHOOL
50 BAY RD
OXFORD 7430~~

Helmare Bowron & Scott (K L de Roo)
Solicitors
PO Box 44
RANGIORA

Email address (optional)

.co.nz

7. The following documents are attached to the application

- Copy of the Trust Document (certified by an applicant) as per section 10(2)(a) of the Charitable Trusts Act 1957; and
- Statutory declaration as per section 10(2)(b) of the Charitable Trusts Act 1957.

8. Date 7th AUGUST 2009

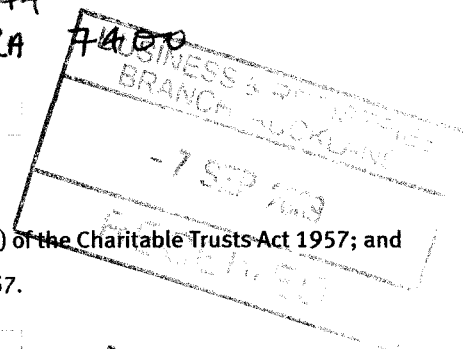
9. My contact details

Name and postal address

TREVOR SCOTT
11- OXFORD AREA SCHOOL
50 BAY RD
OXFORD 7430

Email (option)

Telephone 03 3124 197



NPC# 10
SEP 2009

Application by trustees for incorporation as a charitable trust board

Proposed name of Board

OXFORD COMMUNITY MEN'S SHOP

Signatures of the trustees who are applying to be incorporated as a Board

1 Full name TRUCE AMARON GLOS Signature 

Residential address 10 STANLEY CLOSE
NORTH BRILL
CHRISTCHURCH BS3

2 Full name CHARLES ROBERT MORRIS Signature 

Residential address 11 WEKA ST
OXFORD OX2 0

3 Full name Dennis James Powell Signature 

Residential address 39 Commercial Road
Oxford.

4 Full name COLIN GAREME BUSH Signature 

Residential address 100 MITON STREET
OXFORD

5 Full name RUSSELL ROBERT MACKAY Signature 

Residential address 2 ROSSITERS RA.
OXFORD

6 Full name Victor Bennett Allen Signature 

Residential address 41A RATA ST
OXFORD

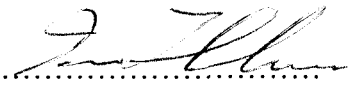
7 Full name ROBERT GEORGE LEADER Signature 

Residential address ONE TREE GATAGE
OXFORD R.A. RUSSELLS ROAD

8 Full name Kevin Felstead Signature 

Residential address 2 Campbell Lane
Oxford

Signatures of the trustees who are applying to be incorporated as a board continued.

9 Full name JAN REGINALD THURLOW Signature 

Residential address 212 HIGH STREET
OXFORD OX4 3D

Application by trustees for incorporation as a charitable trust board

Proposed name of Board

Oxford ~~Area~~ Community Men's Shed

Statutory declaration

supporting the application for incorporation as a charitable trust board

Section 10(2)(b) Charitable Trusts Act 1957

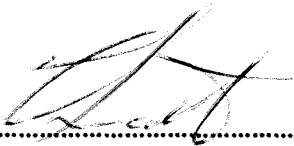
I, Trevor Andrew Scott

of, 10 Sandholm Close CHRISTCHURCH 8083

do solemnly and sincerely declare that:

1. I am one of the applicants under the application for incorporation submitted with this statutory declaration.
2. There are no trusts, other than those set out in the Trust Document, under which the 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.



 Signature

Declared at Oxford.

this 7th day of August 2009.

before me: 

Justice of the Peace, Solicitor or other person

authorised to take a statutory declaration

Shirley L. Farrell
74 Bush Road
Oxford, N.Z.

IN THE MATTER of the

Charitable Trusts Act 1957

Charitable Trust Amendment Act 1993

IN THE MATTER of the OXFORD COMMUNITY MEN'S SHED TRUST

Deed of Trust made and declared on the ~~7th August~~ 2009

Background and Preliminary

A. The parties to this Deed wish to create a Charitable Trust for the purposes set out in clause 3 of this Deed.

B. The parties to this deed have agreed to contribute the sum of Ten Dollars each to establish the trust; and.

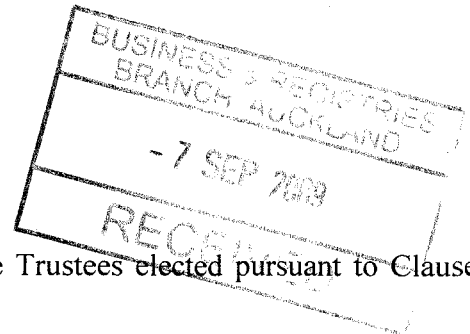
C. They have agreed to enter into this Deed specifying the purpose of the Trust and providing for its control and Governance.

D. The Trustees intend to apply for incorporation as a Board under part II of the Charitable Trusts Act 1957 and to register with the CHARITIES ACT 2005.

1. DEFINITIONS

In this deed, unless the context otherwise requires:

- 1.1. "Chairperson" means the chairperson of the Trustees elected pursuant to Clause 7.1.1.
- 1.2. "Oxford" means the environs of the Oxford and Surrounding District.
- 1.3. "The Secretary" means the Secretary appointed by the Trustees pursuant to clause 7.1.2.
- 1.4. "The Treasurer" means the Treasurer appointed by the Trustees pursuant to clause 7.1.3



I, TREVOR ANDREW SCOTT, a trustee of the Oxford Community Men's Shed Trust, certify that this is a true and correct copy of the original Deed of Trust dated 7 August 2009 of the Oxford Community Men's Shed Trust.

.....
Trevor Andrew Scott

(Printed:- 23-Jun-09)

Page 1 of 12

- 1.5. "The Trust Board" or "The Board" means the Trustees for the time being appointed to the Trust and "The Trustees" mean all, some, or any of the Trust Board.
- 1.6. "The Trust Fund" or "The Fund" means the sum of \$100.00 held by the Trustees together with any funds from time to time paid to the Fund by way of gift or loan and whether raised by public appeal, the proceeds from public activities arranged for the benefit of the Trust, private donation of services under contract to other funding sources or otherwise and all investments and property held on the terms of this Deed.

2. NAME

The name of the Trust is Oxford Community Men's Shed Trust (hereinafter called "the Trust").

3. OBJECTS

The Trust is established to carry out within New Zealand the following aims:

- 3.1. To provide and advance educational and social opportunities for men.
- 3.2. To provide and maintain premises for men to carry out projects in an atmosphere conducive to the sharing of experiences and working in harmony.
- 3.3. To provide guidance and direction to any Committees that may be set up under this Oxford Community Men's Shed Trust.
- 3.4. To liaise with other organisations to further the Aim of this Trust.
- 3.5. To carry out or support research on men's educational and social needs as applicable to Men's Sheds.
- 3.6. To provide other programmes and projects consistent with the aims of the Trust.
- 3.7. All of the activities of the Trust shall be carried out within New Zealand and none of its funds shall be applied for purposes outside of New Zealand.
- 3.7. None of the objects set out above shall be limited by reference to any other objects and none of them shall be subsidiary to the other.

4. BOARD OF TRUSTEES

- 4.1. The affairs of the Trust shall be managed by a Board of Trustees and in the first instances be comprised of the Trustees named above whose appointment dates from the date of this Trust Deed.
- 4.2. The Board shall not have less than five (5) nor more than ten (10) trustees.
- 4.3. Trustees are appointed by the existing board at an Annual General Meeting.
- 4.4. Employees of the Board may not become Trustees.

- 4.5 The Trustees may appoint any person to be a Trustee either to fill a casual vacancy or as an addition to the existing number of Trustees but so that the total number of Trustees shall not at any time exceed ten (10) or be less than five (5).
- 4.6 Trustees shall be appointed for a term of three (3) years and no Trustee shall be eligible for more than three (3) consecutive terms.
- 4.7 A Trustee will continue to hold office subject to limitations under clause 14.6 of this deed unless he or she:
- (i) resigns by giving notice in writing to the Secretary of the Board. The resignation will take effect from the date notice is received by the Secretary.
 - (ii) fails to attend three (3) consecutive meetings without adequate explanation.
 - (iii) becomes bankrupt or convicted of an indictable offence.
 - (iv) dies.
 - (v) is removed from the board by a vote of at least three quarters of the trustees at a general meeting. The Trustee concerned must be given:
 - (a) at least 14 days notice of the proposed removal
 - (b) reasons for the proposed removal
 - (c) an opportunity to reply at the meeting considering his or her removal.

5. FUNCTIONS AND POWERS OF THE BOARD

The Board shall have full power and authority:

- 5.1 To carry out, effect and perform the objects of the Trust in accordance with the provisions of this Deed of the Trust.
- 5.2 To employ persons, upon the terms and conditions and at the remuneration that the Board thinks fit.
- 5.3 To purchase, lease, exchange, hire or otherwise acquire any real and personal property and any rights or privileges that the Board thinks necessary or convenient for furthering the objects of the Trust.
- 5.4 To manage and control the funds and finances and auditing of the Trust including
- 5.4.1 Determination and approval of budgets
 - 5.4.2 Approval of any fundraising actions.

- 5.5 To borrow on the security of any of the assets of the Trust Fund as the Trustees think fit.
- 5.6 To do all such other lawful acts or things as are incidental or conducive to the attainment of any of the above objects or those objects with or without security and on such terms and conditions as may be thought appropriate.
- 5.7 To purchase or otherwise acquire and take over the goodwill and business of any home or any institution or activity within the objects of the Trust.
- 5.8 To co-operate with other bodies or agencies engaged in work in whole or part similar to that carried on by this Trust, and to participate in any cooperative or joint venture with any such agency or agencies.
- 5.9 To appoint a Management Committee or any other Committee to oversee or manage any Community Men's Shed, facilities or services of the Trust, which the Committee may exercise such functions and authorities as the Board may from time to time delegate.
 - 5.9.1 A board member may attend any type of committee established or authorised by the Board.
- 5.10 Without in any way derogating from any of its powers or authorities the Board shall be responsible for the policy of the Trust, including any entry into contractual arrangements;
- 5.11 To report to the Community on the Oxford Community Men's Shed activities via an Annual General Meeting.
- 5.12 To invest in securities, upon such terms as it thinks fit, the whole or any part of the Trust Fund not required for its immediate purposes.
- 5.13 To do all other things that in the opinion of the Board are incidental or conducive to the attainment of the objects of the Trust.
- 5.14 To do all the other things that in the opinion of the Board are incidental or conducive to the attainment of the objects of the Trust.

- 5.15 The Board may co-opt and appoint additional members to itself who may attend and speak at any meeting (but who may not vote) or to any subcommittee for such a period and on such terms as it shall from time to time determine.
- 5.16 In construing the foregoing powers of the Board the consideration of any clause shall not be limited or restricted by any other clause and the Board shall have all the necessary and incidental powers to carry out the objects of the Trust.

6. MEETINGS OF THE BOARD

- 6.1 The Board shall meet where and when required, but on not less than six (6) occasions each year. One meeting each year shall be the Annual General Meeting.
- 6.2 Resolutions of the Board shall be agreed upon by 50% + 1 of the Trustees either present at the relevant meeting or by resolution pursuant to Clauses 6.6 or 6.7.
- 6.2.1 all board members present shall be required to vote on a resolution, and no member shall abstain from voting unless it contravenes clause 6.3
- 6.2.2 The Chairperson of the board shall have a deliberate or casting vote
- 6.3 A Trustee shall not vote on any resolution of the Board in respect of any matter in which that Trustee has a direct conflict of interest and that interest shall be declared to the Board at the first opportunity.
- 6.4 50% + 1 of the Trustees shall constitute a quorum at any meeting of the Board.
- 6.5 No Trustee or any other person associated with a Trustee shall participate in or materially influence any decision made by the Trustees in respect of any payment to or on behalf of the that Trustee or associated person of any income, benefit of advantage whatsoever. Any such income paid shall be reasonable and relative to that which would be paid in an arms length transaction (being the open market value).
- 6.6 The Chairperson or any two (2) other Trustees may at any time summon a Trust Board meeting. It shall not be necessary to give notice of a meeting to Trustees absent from New Zealand. Five (5) days notice shall be given of any meeting unless this period shall be waived by all members.

6.7 The contemporaneous linking by telephone of a number of Board members constituting a quorum shall be able to constitute a meeting of the Board so long as:

6.7.1 All the members have received notice of the meeting which may be given by telephone;

6.7.2 Each member taking part can hear the others at the commencement of and during the meeting and so acknowledges.

6.8 Any function of the board can be delegated to a Committee.

7. CHAIRPERSON. SECRETARY AND TREASURER

7.1 At its first meeting after the incorporation of the Trust as a Charitable Trust and at each Annual General Meeting the Board shall appoint:

7.1.1 a Chairperson who shall be Trustee;

7.1.2 a Secretary who may be a Trustee;

7.1.3 a Treasurer who may be a Trustee.

7.2 The Board shall have the power to fill any vacancy in the Office of the Chairperson, Secretary or Treasurer and the appointee shall hold office until the next Annual General Meeting.

7.3 The Board may appoint a position which combines both the Secretary & Treasurers position.

8. CONTROL OF FUNDS

8.1 The funds of the Board shall be paid into a Bank account opened in the name of the Board. All withdrawals from the account shall be signed by the treasurer and any one of two trustees appointed by the Board.

8.2 The Board shall cause true accounts to be kept of the sums expended by it and such other accounts as may be necessary for the efficient conduct of the affairs of the Trust.

8.3 The accounts shall be audited or reviewed by an approved person appointed by the Board.

8.4 The income and property of the Trust shall be applied solely towards the promotion of the objects of the Trust and no portion shall be paid or transferred directly or indirectly to a Trustee. This shall not prevent the payment of out-of-pocket expenses incurred in connection with the business of the Trust or payment in good faith of remuneration to any officer or servant of the Board or to any Trustee for any services actually rendered to the Trust.

8.4.1 All reimbursement expenses must have prior approval by the Board.

8.5 No part of the income or property of the Fund shall be paid directly or indirectly to any Trustee or individual, but this shall not preclude the reasonable remuneration or honorarium of a Trustee for the services in connection with the Trusts in the same manner as if he or she had been employed.

8.6 The Board may at any time sell exchange or otherwise dispose of any of its real and personal property and all moneys or property arising from the sale of exchange or other disposition as aforesaid shall be deemed to be part of the Trust Fund and shall be applicable accordingly. The Trustees may grant options in respect of any property of the Trust.

8.7 The Board may if and when it thinks fit set apart any portion of the Trust Fund as a special endowment for such a term and upon such conditions as may by law be allowed and it may at its discretion, apply the said endowment fund together with any accretions appertaining to the same for the purposes for which the same was so set aside or for the general purposes set forth in this Trust.

8.8 The Trustees shall not lend money nor sell or lease property at less than current commercial rates, having regard to the nature and term of the loan, to any person (as defined in the Income Tax Act 2007);

8.8.1 who is a Trustee; or

8.8.2 who is a shareholder or director of any company by which any business of the Trust is carried on; or

8.8.3 who is a settlor or a trustee of a trust that is a shareholder of any company by which any business of the trust is carried on; or

8.8.4 if that person that company and the settlor or trustee or shareholder or director referred to in any of the foregoing paragraphs of this proviso are associated persons (as that term is defined in the Income Tax Act 2007).

9. ANNUAL REPORT AND STATEMENT OF FINANCIAL ACCOUNTS

The Chairperson shall at the Annual General Meeting of the Trust present a report on the affairs of the Trust, supported by a statement of Income and Expenditure of the Trust during the preceding financial year and an estimate of receipts and expenditure for the current year. A copy

of the financial statements shall be sent to any government department or agency which has provided funds for the work of the Trust.

10. MEDIATION & ARBITRATION

10.1 Any dispute arising out of or relating to this deed may be referred to mediation, a non-binding dispute process in which an independent mediator facilitates negotiation between parties. Mediation may be initiated by either party writing to the other party or identifying the dispute which is being suggested for mediation. The other party will either agree to proceed with mediation or agree to attend a preliminary meeting with the mediator to discuss whether mediations would be helpful in the circumstances. The parties will agree on a suitable person to act as mediator or will ask the Arbitrators' and Mediators' Institute of New Zealand Inc.

10.2 The mediation shall be terminated by:-

10.2.1 The signing of a settlement agreement by the parties; or

10.2.2 Notice to the parties by the mediator, after consultation with the parties, to the effect that further efforts at mediation are no longer justified; or

10.2.3 Notice by one or more of the parties to the mediation to the effect that further efforts at mediation are no longer justified; or

10.2.4 The expiry of sixty (60) working days from the mediator's appointment, unless the parties expressly consent to an extension of this period.

11. INDEMNITY AND LIABILITY

11.1 The Trustees are chargeable respectively only in respect of the money and securities they actually receive, or which, but for their own acts, omissions, neglects or defaults they would have received, or which, but for their own acts, omissions, neglects, or defaults they would have received, notwithstanding their signing any receipt for the sake of conformity; and

11.2 They are each answerable and responsible respectively only for their own acts, receipts, omissions, neglects and defaults and not for those of each other, or of any banker, broker, auctioneers, or other person with whom, or into whose hands, any Trust money or security is property deposited or has come;

11.3 No Trustees shall be liable personally for the maintenance, repair, or insurance of any charges on such property;

11.4 No Trustees hereof shall be liable for any loss arising from any cause whatsoever including a breach of the duties imposed by Section 13B and/or Section 13C Trustees Act 1956 (as enacted by the Trustee Amendment Act 1988) (or any other statutory replacement of equivalent) unless such loss is attributable:

11.4.1 To his or her own dishonesty or

11.4.2 To the willful commission by him or her of an act known by him/her to be a breach of trust.

11.4.3 And pursuant to Section 13D of the Trustees Act 1956 it is intended by this clause that the duties imposed by Section 13B and 13C of the Trustees Act 1956 shall not apply to any Trustee hereof.

11.5 No Trustees shall be bound to take any proceedings against a co-Trustee for any breach or alleged breach of Trust committed by that co-Trustee

11.6 Notwithstanding the procedure or otherwise of retaining assets in the Trust Fund no Trustee shall be liable for any loss suffered by the Trust Fund by reason of the Trustees retaining any asset forming part of the Trust Fund.

11.7 The Trustees shall from time to time at all times be indemnified by an out of the Trust property from and against all costs, charges, losses, damages and expenses sustained or incurred by them or in or about the execution and discharge of their office or in or about any claim, demand, action, proceeding or defense at law or in equity in which they may be joined as a party.

12. AMENDMENTS

The provisions of this Deed of Trust may be altered, added to or rescinded by 3/4 resolution of the Board. No alteration, addition or rescission may be inconsistent with the charitable objects of the Trust. Any alteration to clauses 3, 6.5, 8.5, 8.7 and 10 or to this clause shall only be made with the consent of the Commissioner of the Inland Revenue.

13. WINDING UP

The Trust may be wound up or dissolved if a three quarter (2/3) majority of the Board at a General Meeting resolves to do so, whereupon all surplus assets of the Trust, after payment of all costs, debts and liabilities, shall be distributed to New Zealand charitable organisations with objects similar to those of the Trust which are named in the resolution.

14. COMMON SEAL

The Board shall provide itself with a common seal which shall be kept in the custody of the Secretary and shall be used only by the authority of the Board. Every instrument to which the seal is affixed shall be signed by two Trustees authorised by that resolution.

IN THE MATTER of the

(Printed:- 23-Jun-09)

Page 9 of 12

Charitable Trusts Act 1957

Charitable Trust Amendment Act 1993

IN THE MATTER Oxford Community Men's Shed Trust

Deed Of Trust made and declared on the 7 AUGUST 09 by:-


1. Trevor Andrew Scott of 10 Sandholm Close, North Beach, Christchurch 8083
2. Charles Robert Norrish of 11 Weka Street, Oxford 7430
3. Dennis James Powell of Commerical Road, Oxford 7430
4. Colin Graeme Bushof 106 Main Road, Oxford 7430
5. Russell Robert Mackay of 2 Rossiters Road, Oxford 7430
6. Victor Bennett Allan of 4A Rata Street, Oxford 7430
7. Robert George Leader of Oak Tree Cottage, Russells Road, RD, Oxford
8. Kevin Felstead of 3087 Oxford-Rangiora Road, Oxford 7430
9. Ian Reginald Thurlow of 210 High Street, Oxford 7430

All of CANTERBURY.... (for the time being pursuant to this Deed, to be called "The Trustees".

IN WITNESS WHEREOF this Deed was executed the day and year first hereinbefore written.

SIGNED by the said: Trevor Andrew Scott

As Trustee:



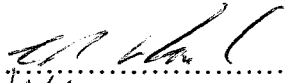
Witness: 

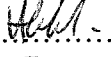
Occupation: School Secretary

Address: 21 Luas Rd. Oxford.

SIGNED by the said: Charles Robert Norrish

As Trustee:




Witness: 

Occupation: School Secretary

Address: 21 Luas Rd. Oxford.

SIGNED by the said: Dennis James Powell

As Trustee:



Witness: 

Occupation: School Secretary

Address: 21 Luas Road, Oxford

SIGNED by the said: Colin Graeme Bush

As Trustee:



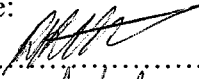
Witness: 

Occupation: School Secretary

Address: 21 Luas Road, Oxford.

SIGNED by the said: Russell Robert Mackay

As Trustee:


.....

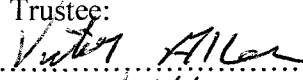
Witness: 
.....


Occupation: School Secretary

Address: 21 Luers Road, Oxford.
.....

SIGNED by the said: Victor Bennett Allan

As Trustee:


.....

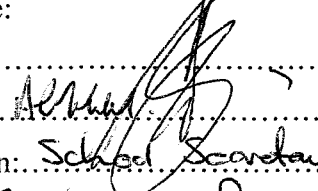
Witness: 
.....


Occupation: School Secretary

Address: 21 Luers Road, Oxford.
.....

SIGNED by the said: Robert George Leader

As Trustee:


.....

Witness: 
.....


Occupation: School Secretary

Address: 21 Luers Road, Oxford.
.....

SIGNED by the said: Kevin Felstead

As Trustee:


.....

Witness: 
.....

Occupation: School Secretary

Address: 21 Luers Road, Oxford.
.....

SIGNED by the said: Ian Reginald Thurlow

As Trustee:


.....

Witness: 
.....

Occupation: School Secretary

Address: 21 Luers Road, Oxford.
.....