

CONSTITUTION

Outward Bound Trust of New
Zealand



OUTWARD BOUND

— EST. ANAKIWA NZ 1962 —

CONSTITUTION

Outward Bound Trust of New Zealand

Date 9 November 2019

The following is the Constitution of Outward Bound Trust of New Zealand

1. General

- 1.1 Outward Bound Trust of New Zealand has since November 1997 been incorporated as a Board under the Charitable Trusts Act 1957.
- 1.2 The specific purposes and objectives upon which the Trust assets shall be held are those set out in Schedule A.
- 1.3 The powers of the Trust shall be those set out in Schedule B.
- 1.4 The management of the Trust shall be in accordance with the clauses set out in Schedule C.

2. Definitions and Interpretation

- 2.1 In this Deed including all attached schedules:

"**AGM**" means annual general meeting in accordance with clause 3 of Schedule C.

"**Board**" means the Board of Directors appointed pursuant to clause 7.6 of Schedule C.

"**Chair**" means the person chosen as Chair by the Board pursuant to clause 9 of Schedule C.

"**Charitable Purposes**" means the purposes set out in Schedule A and any other similar charitable purposes **PROVIDED HOWEVER** that if by reason of any alteration in the law relating to income tax or other taxes, it is at any time necessary to amend such purposes in order to preserve the right to exemption from income tax, goods and services tax or other taxes, the Charitable Purposes shall be deemed to be amended to the extent necessary to retain such exemption.

"**Chief Executive**" means the person who is appointed by the Board to be Chief Executive of the Trust.

"**Director**" means any person elected to the Board of Directors pursuant to clause 7.6 of Schedule C.

"**Guardians**" means the Outward Bound Guardians of Members being the body appointed pursuant to clause 5.2 of Schedule C.

"**Member**" means any person who is a member pursuant to clause 1 of Schedule C.

"**Nominating Procedure**" means the procedure set out in clause 8 of Schedule C.

"**Outward Bound Foundation**" means the Outward Bound of New Zealand Foundation, a body incorporated under the Charitable Trusts Act 1957.

"**Person**" includes any individual, company, or other body corporate, recognised as a legal entity.

"Special Resolution" means a resolution of the Guardians or of a General Meeting of the Trust, as the case may be, in respect of which:

- (a) At least 10 Working Days' notice in writing is given specifying the business to be voted upon; and
- (b) Is passed by a majority of 75% of those present and entitled to vote.

"Trust" means the Outward Bound Trust of New Zealand being a Trust incorporated as a Board under the Charitable Trusts Act 1957.

"Trust Fund" the income and property owned or under the Trust's control.

"Working Day" means any day that is not a Saturday, Sunday or statutory holiday in the place where the Trust has its principal administrative office.

2.2 Amended legislation

Where any reference is made to any enactment and the enactment is varied or substituted then the reference shall be deemed to mean the enactment as varied or substituted as far as that is possible.

2.3 Construction

Any reference to:

- (a) The singular shall include the plural and vice versa; and
- (b) One gender shall include the other gender.

SCHEDULE A

Charitable Purposes

The Charitable Purposes for which the Trust is established are:

1. To create a better New Zealand through improvement of the individual character by providing lifelong learning experiences, particularly to youth, which add value to the individual's life and instill values important to New Zealand's culture such as honesty, reliability, individual responsibility, pride in performance, respect for others, fairness and compassion.
2. To provide education and character, physical, mental and spiritual training for all people in New Zealand of all races and creeds with a particular emphasis on youth.
3. The objects or purposes of this Trust are or shall be charitable under section 5 of the Charities Act 2005 and shall be deemed not to include or extend to any matter or thing which is or shall be held or determined to be non-charitable and the powers and purposes of the Board and trusts hereby created shall be so restricted.

SCHEDULE B

Powers of the Trust

1. Subject to the express terms of this Deed (and without limiting the generality), the Trust shall have, in relation to the property owned or under its control, the Trust Fund and the income arising from the Trust Fund, all the same powers as a natural person acting as a beneficial owner of the property from time to time comprising the Trust Fund and such powers shall not be restricted by any principle of construction or rule of law except to the extent that such is obligatory, **PROVIDED THAT** the Trust shall not have power to do any act:
 - (a) Which returns to any Member or Director of the Trust any property or benefit other than is specifically allowed for in this Deed; or
 - (b) Which detracts from the Charitable Purposes, or that adversely affects the Trust's standing as a charitable trust or removes its standing as a body entitled to take advantage of the taxation and other exemptions afforded to charitable bodies.

2. Without limiting the generality of the preceding paragraph nor the powers expressly or impliedly given to the Trust by law and, merely by way of example, the Trust shall have the powers set out below which may be exercised either alone or jointly with any other person:
 - (a) To purchase or otherwise acquire and take over all or any part which the Trust may lawfully acquire or take over, of the property, assets, liabilities and engagements of any one or more companies, societies, associations or bodies having the same objects as those of the Trust or objects corresponding with the objects of the Trust, and to amalgamate with any such companies or bodies.
 - (b) To promote research in all types of character training, and to make grants or donations for such purposes.
 - (c) To establish, form or maintain camps and schools, for shorter or longer periods, and to promote, establish, manage, finance, or in any way assist with any school, camp, training establishment, short course, club or similar organisation having the same objects as or objects corresponding to those of the Trust and to establish, subsidise, promote, amalgamate, cooperate or federate with, affiliate or become affiliated to, act as trustee or agent for or manage or lend money or assistance to any association, society, company or other body, whether or not incorporated, whose objects are the same as or correspond with those of the Trust but so that none of the funds of the Trust shall be paid to any federated, affiliated or co-operative association, society or other body which does not prohibit the distribution of its income and property among its Members to an extent at least as great as is imposed on the Trust by this Deed.
 - (d) To form, assist or maintain establishments designed to train leaders for any youth organisation or scheme having purely educational objects and establishments for short courses or short term schools to provide, particularly youth, with courses of education, including physical and athletic training, conducive to the objects of the Trust.
 - (e) To establish, undertake the supervision of, administer and contribute to any fund established for the purpose of making donations or advances to deserving persons in necessitous circumstances, who have been engaged in or connected with pursuits or occupations within the scope of the objects of the Trust.
 - (f) To purchase, lease or otherwise acquire and hold any real and personal property, and any rights or privileges necessary, convenient or desirable for the purposes of the objects of the

Trust, and to construct, alter and maintain any houses or buildings required for such purposes.

- (g) For the purposes aforesaid to sell, improve and develop, lease, let on hire, mortgage, dispose of or otherwise deal with all or any of such property, rights or privileges.
 - (h) To borrow or raise and secure the payment of money for the purposes aforesaid in such manner as may be considered expedient and to issue debentures, debenture stock and other securities and for the purpose of securing any debt or other obligation of the Trust to mortgage or charge all or any part of the property of the Trust.
 - (i) To invest and deal with any moneys of the Trust not immediately required for the furthering of the objects of the Trust in such manner and upon such securities as may be deemed expedient and to place any such moneys on deposit with bankers and others.
 - (j) To promote or concur in promoting and to do all lawful things incidental or conducive to the attainment of all or any of the objects of the Trust or to the preservation and maintenance of the property of the Trust in any part of New Zealand as may seem expedient.
 - (k) To effect insurance in the widest possible terms:
 - (i) over the assets and undertaking, and business of the Trust and in respect of all claims which may be made against the Trust;
 - (ii) in respect of claims or prosecutions of all types which may be made against the Trust's Directors, managers or employees, arising from their actions carried out in the course of their service to or employment with the Trust, including statutory liability insurance where appropriate, but in no case to cover such persons in respect of their individual positive criminal acts or dishonesty.
3. The Trust Fund shall be applied solely towards the promotion of the objects of the Trust and no portion of the Trust Fund shall be paid or transferred, directly or indirectly, by way of dividend, bonus or similar by way of profit to the Members. Provided that nothing in this Deed shall prevent the payment in good faith of reasonable remuneration to any officer or employee of the Trust, or to any Member, in return for any services actually rendered to the Trust, nor prevent the payment of interest at current rates on money lent or reasonable and proper rent for premises demised or let by any Member; but so that no member of the Guardians or governing body of the Trust shall be appointed to any salaried office of the Trust or any office of the Trust paid by fees and that no remuneration or other benefit in money or money's worth shall be given by the Trust to any member of such Guardians or governing body except repayment of out-of-pocket expenses and interest at the current rate on money lent or reasonable and proper rent for premises demised or let to the Trust.

SCHEDULE C

Membership, Management and Elections of the Trust

1. Members

- 1.1 Any person shall become a Life Member of the Trust who shall give to the Trust a minimum sum which shall be set by the Board from time to time or make such other provisions for the Trust as in the opinion of the Board is not less beneficial to the Trust than a payment of that sum.
- 1.2 Any person shall be become an Ordinary Member of the Trust who shall subscribe the yearly sum of such amount as the Board from time to time sets for Ordinary Members.
- 1.3 The Board may from time to time establish other classes of Members as it thinks fit.
- 1.4 Upon any person becoming a Member, the Chief Executive shall enter the name of the such person on the records of the Trust as a member of the relevant class as the class may be.
- 1.5 Any Member who wishes to retire shall signify such desire in writing to the Chief Executive and thereupon that Member's name shall be removed from the list of Members and that Member shall be deemed to have retired. Any Ordinary Member of the Trust who neglects and fails to pay their yearly subscription for six (6) months after it has become due, shall have that Member's name removed from the list of Members and as the membership of the Trust shall determine. For the purposes of this clause, all subscriptions shall be deemed to become due on the first (1st) of July in each year, save as regards to the first subscription of the Member which is payable on the Member being admitted to membership.
- 1.6 No unincorporated society or body may, as such, become a Member, but if any such society or body should desire to obtain the advantages of membership, it shall nominate a person to act as its representative, apply in its name for membership and sign the application as its representative and exercise the rights of membership on its behalf. Any such unincorporated society or body may, by writing, remove any person so nominated and nominate another in that person's place. Every person so nominated may exercise and enjoy on behalf of such unincorporated society or body all the rights and privileges incidental to its membership so long as such membership continues and that person 's appointment is not determined.
- 1.7 No right or privilege of any Member shall be in any way transferable, but all such rights and privileges shall cease upon the Member ceasing to be such, whether by death, retirement or otherwise.

2. Outstanding Service Award

The Trust may, from time to time at any General Meeting, award any person an award for outstanding service to the Trust, in accordance with criteria that shall be determined by the Board, which is known as the "Kurt Hahn Award". Any such person shall be entitled, without cost, to all the privileges of membership and his or her name shall be recorded on a register kept by the Trust for this purpose. Before any such person is given such an award, they must be nominated in accordance with the Nominating Procedure being altered as necessary in the circumstances.

3. Annual General Meeting of the Trust

- 3.1 AGMs of the Members of the Trust shall be held once in each year at such time and place as the Board may from time to time prescribe and not more than fifteen (15) months shall be allowed to elapse between any two such AGMs.

- 3.2 All the above-mentioned AGMs shall be called Ordinary Meetings and all other General Meetings shall be called Extraordinary Meetings.
- 3.3 The Guardians or the Board by resolution or the Chair of the Trust or the Deputy Chair of the Trust or any twenty (20) Members in writing, may requisition the holding of an Extraordinary Meeting and the Chief Executive shall issue the necessary notices accordingly.
- 3.4 Any requisition made by Members shall express the object of the meeting proposed to be called and shall be left at the registered office of the Trust.
- 3.5 Upon the receipt of such requisition, the Board shall forthwith proceed duly to convene an Extraordinary Meeting; if they do not proceed duly to convene the same within twenty-one (21) days from the date of deposit of the requisition, to be held within forty (40) days of the said date, the requisitionists may themselves convene the meeting and recover the cost of doing so from the Trust.
- 3.6 At least ten (10) working days before every AGM (exclusive of the day on which the notice is served or deemed to be served and exclusive of the day for which the notice is given) a notice in writing specifying the place, the day and hour of meeting and, in case of special business the general nature of such business, shall be given to all the Members in the manner hereinafter mentioned or in such other manner (if any) as may be prescribed by the Trust in the AGM; but the accidental omission to send such notice or the non-receipt of such notice by any Member shall not invalidate the proceedings at any AGM.
- 3.7 All business shall be deemed special that is transacted at an AGM, with the exception of the consideration of the accounts and balance sheets and ordinary report of the Guardians and Board.
- 3.8 The Chair of every AGM of the Trust shall be, in order of availability, the Chair and Deputy Chair or by agreement, a Director of the Trust.
- 3.9 In the absence of the officers listed in clause 3.8, Members present at such meetings shall choose one of their number to be Chair of such meeting.

4. Patron

- 4.1 The Guardians may invite any person to become the Patron of the Trust.
- 4.2 The Patron shall ex officio be a Director and entitled to all the rights of a Director.

5. Guardians

5.1 Role of Guardians

- (a) The Guardians shall be responsible for the protection of the ethos and philosophy of Outward Bound Board, while having due regard to the economic viability of the Trust.
- (b) The Guardians shall be responsible for approving recommendations as they see fit to nominate to the Board pursuant to clause 7 of Schedule C.

5.2 Election of the Guardians

- (a) Those persons eligible to be appointed Guardians shall comprise:
- (i) the current and past four Chairs;
 - (ii) the Patron;
 - (iii) any person previously appointed as Guardian;

- (iv) a representative appointed by the Outward Bound Foundation;
 - (v) all Kurt Hahn awardees;
 - (vi) up to two persons appointed in accordance with clause 5.3.
- (b) Not more than four (4) Directors of the Trust can sit on the Guardians at any one time. The Directors of the Trust may not at any time form the majority of the Guardians.
- (c) New Guardians shall be elected at an AGM of the Trust.

5.3 *Appointment of Guardians from the Members*

- (a) For the purposes of appointments under clause 5.2 (a) (vi) the Members may nominate up to two Members in accordance with [subclauses (b) and (c) below] who have:
- (i) been a member for not less than five years; and
 - (ii) demonstrated active voluntary support and service to Outward Bound New Zealand (The Trust).
- (b) Nomination for an appointment under clause 5.2 (a) (vi) shall be made on the prescribed Nomination and Consent Form and submitted to the CEO not less than 60 days before the date of the AGM.
- (c) For the six month period following the AGM at which this constitution is first adopted the provision of clause 5.3 (b) requiring 60 days submission before an AGM shall be waved.
- (d) Nominees received under clause 5.3 (c) may be appointed by the Patron having particular regard to the advice of the CEO and Board Chair and the need for a diverse group of Guardians.

5.4 *Vacation of Guardian's Position*

- (a) A Guardian's position shall be vacated by any Guardian:
- (i) if a receiving order is made against a Guardian or if the Guardian makes any arrangement or composition with that Guardian's creditors;
 - (ii) if a manager is appointed to manage all or any of the property of the Guardian member pursuant to the Protection of Personal and Property Rights Act 1988;
 - (iii) if a Guardian ceases to be a Member of Outward Bound;
 - (iv) if the Guardians resolve by way of Special Resolution that the Guardian is unfit to continue in office; or
 - (v) if by notice in writing, the Guardian resigns from office.
- (b) Any casual vacancy on the Guardians, arising for any reason, may be filled by a person appointed by the Guardians.

5.5 *Chair*

- (a) The Chair shall be the current Patron or Patron's nominee. In case there is no Patron or Patron's nominee immediately following the AGM at which the Guardians have been appointed, the Guardians shall elect one of their number to be Chair during the absence of the Patron or Patrons nominee. The Chair may not be a Director of the Trust.

- (b) Guardians may, if they wish, also appoint a Deputy Chair who can carry out the Chair's role in the absence of the Chair and such other officers as it thinks fit.
- (c) The Chair shall hold office for a term of two (2) years and may by agreement serve one (1) further term of two (2) years.

5.6 *Role of the Chair*

- (a) The Chair may appoint such committees as the Chair thinks fit and, in conjunction with any such committees, shall monitor the effectiveness of the Guardians and recommend to the Guardians initiatives and actions to improve this effectiveness.
- (b) Receive nominations for members of the Guardians, the Board or other committees pursuant to the Nominating Procedure and enquire into such nominees and recommend nominees to the relevant body for election where required.
- (c) Endeavour to ensure that the Guardians' members have a clear understanding of the role and responsibilities of the Guardians; and
- (d) Develop and carry out initiatives as agreed with the Chief Executive Officer and/or the Board that utilise the skills available to the Trust from the Guardians' members, Members, and others that could be expected to support Outward Bound.

6. Meetings and Proceedings of the Guardians

- 6.1 The Guardians shall have at least one (1) physical meeting each year.
- 6.2 The Guardians may otherwise meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 6.3 Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair shall have a second or casting vote.
- 6.4 Any two (2) members of the Guardians may, and the Chief Executive on the requisition of the Guardians shall, at any time summon a meeting of the Guardians.
- 6.5 The quorum necessary for the transaction of the business of the Guardians may be fixed by the Guardians and, unless so fixed, shall be a majority of the Guardians.
- 6.6 The continuing Guardians may act notwithstanding any vacancy in their body.
- 6.7 Guardians shall receive at least ten (10) working days' written notice of a meeting of the Guardians specifying the business to be raised at that meeting.
- 6.8 The Guardians may, subject to any limit prescribed from time to time by the Chair after consultation with the Chair, be paid reasonable travelling, hotel and other expenses properly incurred in attending and returning from meetings of the Guardians or General Meetings of the Trust or in connection with the business of the Trust.
- 6.9 A resolution which has been notified to all Guardians may be determined without any meeting of the Guardians as long as it is evidenced in writing under the hands of 75% of the Guardians and shall be as valid and effectual as a resolution duly passed at a meeting of the Guardians.
- 6.10 The Guardians shall receive the Board papers and minutes from Board meetings.

7. The Board

7.1 *Role of the Board of Directors*

- (a) The Board shall be responsible for the economic viability of the Trust, but with due regard to ensuring that the ethos and philosophy of Outward Bound is continued.
- (b) The business and affairs of the Trust shall and must be managed by or under the direction or supervision of the Board.
- (c) The Board has all the powers necessary for managing, directing and supervising the management of the business and affairs of the Trust.
- (d) Without limiting the Board's powers in this Deed, the Board shall have power to appoint such staff and on such terms as it sees fit for the proper management of the Trust. Any staff so appointed shall not ex-officio be Directors of the Board, but the Board shall have power in its sole discretion to co-opt staff to the Board with full voting rights.
- (e) The Board of Directors will meet a minimum of four (4) times per year. Directors are expected to attend at least 75% of meetings in any calendar year and not miss more than two (2) consecutive meetings.

7.2 *Meetings of Directors and Quorum*

The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit and may determine the quorum necessary for the transaction of business. Unless otherwise determined, the quorum shall be three (3) Directors. No business shall be transacted at a meeting of Directors unless a quorum is present.

7.3 *Directors May Call Meeting of Board*

A Director may at any time, and the Chief Executive Officer upon the request of a Director shall, convene a meeting of the Board. It shall not be necessary to give notice of any such meeting to any Director for the time being absent from New Zealand. The validity of proceedings at any meeting of the Board shall not be called into question if any such notice was not in fact received by any Director.

7.4 *Voting at Board Meeting*

Questions arising at any Board meeting shall be decided by a majority of votes. In the case of any equality of votes, the Chair of such meeting shall have a second and casting vote.

7.5 *Size*

The Board shall consist of not less than eight (8) and no more than twelve (12) Directors (excluding any co-opted or ex officio directors), if at any time there are less than eight (8) Directors the person or persons having the power of appointment of Directors will increase the Directors to eight (8) as soon as is reasonably practicable and the remaining Directors will be entitled to act until the number of Directors is so increased and no act or decision of the Directors will be called into question on such account.

7.6 *Selection and Appointment*

- (a) Subject to compliance with the Nominating Procedure set out below, members of the Board for appointment for the next term of three (3) years shall be suggested by the Board in agreement with the Guardians' Chair. The Guardians shall confirm Directors to the Board at a Guardians' meeting called within 48 hours immediately following the Annual General Meeting of the Trust at which the Guardians were elected.
- (b) Any new Director to the Trust may initially be appointed for a one (1) year term, followed by

three (3) year terms after that subject to mutual agreement to continue.

7.7 *Power of Directors to Fill Casual Vacancy to Appoint Additional Directors*

- (a) The Directors shall have power at any time to appoint any other qualified person as a Director, either to fill a casual vacancy or as an addition to the Board; and
- (b) Any Director so appointed shall retire at the next AGM of the Board but shall be eligible for reelection at that meeting.

7.8 *Consent to Act*

The appointment of a Director shall not take effect until the consent so to act in writing of the person appointed is received by the Trust.

7.9 *Rotation of Directors*

(a) Directors to Retire

- (i) The Directors to retire in each year shall be those who have completed a three (3) year term.
- (ii) The length of time a Director has been in office shall be computed from that person's last election where such person has previously retired or vacated office. A retiring Director shall be eligible for re-election and shall act as a Director throughout the meeting at which such person retires.

(b) Exemption from Retirement

The following Directors shall be exempt from the obligation to retire pursuant to clause 7.9(a) of Schedule C:

- (i) directors appointed by the Board, who are subject to re-election pursuant to clause 7.9(a)(i) of Schedule C; and
- (ii) one Executive Director (if any).

(c) Office May be Filled at Meeting at Which Directors Retire

The Board, at any meeting at which any Directors retire in the manner aforesaid, may fill the vacated offices by electing a like number of persons to be Directors and, in default, a retiring Director if that Director offers themselves for re-election, shall be deemed to have been re-elected unless at that meeting it is expressly resolved not to fill the vacated office or unless a resolution for the re-election of that Director is put to the meeting and lost.

(d) Directors may be Removed by Special Resolution

The Directors may, by Special Resolution, remove any Director before the expiration of that Director's period of office and may, by an Ordinary Resolution, appoint another person in such Director's place. The person so appointed shall be subject to retirement at the same time as if such person had become a Director on the date on which the Director in whose place such person is appointed was last elected a Director.

(e) Office of a Director Vacated in Certain Cases

The office of a Director shall be vacated, if the Director:

- (i) becomes disqualified from being a Director by reason of any of the matters mentioned in Section 151(2) of the Companies Act 1993; or

- (ii) becomes mentally disordered, or of unsound mind; or
- (iii) becomes medically unfit; or
- (iv) becomes a protected person under the Protection of Personal and Property Rights Act 1988; or
- (v) resigns that person's office by notice in writing to the Trust; or
- (vi) is removed from office by a resolution passed under the provisions of clause 7.9(d) of Clause C.

8. Nominations Procedure

8.1 Nominations

No person, other than a Director who is appointed as a casual vacancy under clause 7.7 of Clause C, shall be nominated for or elected to a position on the Board, Guardians or any other body of the Trust whose members are appointed by the Board or the Guardians or Members, unless that person has been nominated in accordance with the following procedure.

8.2 Nomination of Members to the Board of the Trust and Directors of the Outward Bound Foundation

- (a) The Chair shall advise and discuss with the Chair of the Guardians as to the required skill sets that it may from time to time require to fill any particular vacancy on the Board and/or as a Trustee for the Outward Bound Foundation.
- (b) Following that discussion, the Board shall seek suitable candidates with the required skill sets for that position and forward, to the Chair the curriculum vitae or other summary information sufficient to show the attributes of the person or persons being considered for appointment to the Board or as Trustee of the Outward Bound Foundation.
- (c) The Chair of the Guardians and/or any committee appointed for the purpose by the Guardians shall, in consultation with the Chair, consider the candidates or candidates being put up for appointment to the Board of the Trust and or as Trustee of the Outward Bound Foundation and, following such consideration, recommend or otherwise to the Guardians the appointment of the preferred candidate to the Board of the Trust or as a Trustee of the Outward Bound Foundation.

9. Appointment of Officers of the Outward Bound Trust Board

- (a) The Chair shall call for Expressions of Interest from members of the Board in becoming Chair (Deputy Chair). Such call to be made not less than three (3) months before the AGM at which the Chair (Deputy Chair) shall retire.
- (b) Applicants shall meet with the nominations committee who may produce a short list if deemed required. The Chair shall be responsible for any follow-up discussion with the applicants and for obtaining the CEO's input.
- (c) Those standing shall present to the Board and answer any questions from Directors.
- (d) Nominations shall be called for those standing.
- (e) A closed vote of all Directors shall be held with returns to Chair. In event of a tied vote, the nominations committee will decide the outcome. Those persons standing shall not be eligible to vote.
- (f) Those elected will be nominees for the role until such time as formally appointed by a meeting

of the Guardians which shall be held not more than 48 hours after the AGM.

9.1 *Appointment Term*

- (a) The Chair and Deputy Chair shall be appointed for a term of three years.
- (b) The Deputy Chair appointment is made on the basis that they are likely to become Chair. While this is the general intent the appointment of the Chair shall be open to all eligible Board members.
- (c) Unless the Board decides otherwise, the Chair and the Deputy Chair shall not serve in those respective positions for more than one consecutive three (3) year term.

9.2 *Review of effectiveness and continuity*

- (a) It shall be the responsibility of the Chair to review annually the effectiveness of the Deputy Chair and to determine their desire to continue in the role.
- (b) An annual evaluation of the Directors ' effectiveness will include that of the Chair and Deputy Chair.

9.3 *Nominations committee*

The Nominations committee shall comprise the Chair and two suitable Directors of the Board. Board Directors who have put forward an expression of interest in the roles shall not be eligible. This committee will generally be made up from the standing nominations committee being a regular subcommittee of the Board.

10. **Committees of Board of Outward Bound**

- 10.1 The Board may delegate any of its powers to any committee or committees, consisting of such persons as they think fit and may from time to time revoke such delegation. In particular, the Board shall appoint a committee to oversee safety in the organisation. Such committee must include members who are not staff or officers of the Trust.
- 10.2 Any committee so formed will, in the exercise of the power so delegated, conform to any regulations that may from time to time be imposed upon it by the Board.
- 10.3 The meetings and proceedings of any such committee, consisting of two (2) or more members, shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board, so far as the same are applicable thereto and are not superseded by any regulations made by the Board under this clause.
- 10.4 The Board may appoint a Chair and Deputy Chair of any committee and in the absence of any such appointment the committee may elect its own officers.

11. **Seal**

- 11.1 The Trust shall keep a common Seal in the custody of the Chief Executive in the form affixed to this Deed.
- 11.2 The seal of the Trust shall not be affixed to any instrument except by the authority of a resolution of the Board and in the presence of the Chair, one Director and the Chief Executive and in favour of any purchaser or person bona fide dealing with the Trust, such signature shall be conclusive evidence of the fact that the Seal has been properly fixed.

12. **Borrowing Powers**

The Board may raise or borrow for the purposes of the Trust business, such sums of money as it thinks

fit and may secure the repayment of or raise any such sum as aforesaid by mortgage or charge upon any part of the property and assets of the Trust.

13. Finance

- 13.1 The Board shall keep true accounts of all sums of money received and expended by the Trust and of the matters in respect of which such receipts and expenditure take place and of all property, credits and liabilities of the Trust.
- 13.2 Subject to any reasonable restrictions that may from time to time be imposed by the Trust in a General Meeting, all the books of accounts of the Trust shall be open to the inspection of any Member at any time during business hours.
- 13.3 The Board shall at every Ordinary Meeting, except the first, lay before the Trust a statement of the income and expenditure of the Trust made up to a date not more than six (6) months before the date of the meeting and covering the period since the last account or, in the case of the first account, since the incorporation of the Trust and also a balance sheet covering the same period, together with a report of the Board as to the state and progress of the Trust.
- 13.4 Auditors shall be appointed and their duties regulated in accordance with the directives given from time to time by the Board.
- 13.5 All the subscriptions and pecuniary donations and legacies for the general purposes of the Trust and the income of investments and all other moneys from time to time forming part of the revenue of the Trust shall, on the same being received, be paid to the general account of the Trust at their bankers.
- 13.6 Subscriptions and pecuniary donations and legacies given for the purpose of being applied towards acquiring additional land or buildings for the purposes of the Trust or paying off any debts incurred for any of such purposes, shall, on being received, be paid to the bankers of the Trust, and shall be accounted for separately from the general funds.
- 13.7 If the Trust shall be wound up, the assets remaining after payment of the debts and liabilities of the Trust and the costs of liquidation shall be applied in the manner mentioned in clause 16.

14. Variation of this Deed

This Deed may only be varied by Special Resolution of a General Meeting of the Trust and in any event may not be varied:

- (a) So as to provide that any benefit shall be available to a Member; or
- (b) So as to alter the Trust's charitable status.

15. Director Liability

- 15.1 No Director shall be liable for:
- (a) Any loss not attributable to dishonesty of the Director or to the willful commission by the Director of an act known to the Director to be a breach of trust; or
 - (b) The neglect or default of any solicitor, bank, accountant, auditor, stockbroker, investment advisor or other agent employed in good faith by the Director.
- 15.2 No Director shall be bound to take any proceedings against a co-Director for any breach or alleged breach of trust committed by such co-Director.
- 15.3 Every member of the Guardians and/or Board of Directors and every officer for the time being of the Trust shall be indemnified out of the funds of the Trust against all losses and expenses incurred in the discharge of the Member or officer's duties and each shall be chargeable only for so much money or

property as the Member or officer shall personally actually receive for or in the discharge of the member or officer's own acts, neglects or defaults and not for those of any other person's, nor for the insufficiency of any security for money invested or of title to any estate or property acquired, nor for any loss or damage which may happen in the discharge of duties. Provided always that the provisions of this clause shall only have effect in so far as they are not contrary to any legislation.

- 15.4 Notwithstanding the provisions of s13C of the Trustee Act 1956 and the likelihood that the Directors or members of the Guardians will from time to time include persons whose profession, employment or business is or includes acting as a trustee or investing money on behalf of others, the care, diligence and skill to be exercised by such persons in exercising any power of investment shall not be that required of such persons by s13C of the Trustee Act 1956, but shall at all times be the care, diligence and skill that a prudent person of business would exercise in managing the affairs of others.

16. Distribution on Winding Up

If, upon the winding up or dissolution of the Trust, there remains after the satisfaction of all its debts and liabilities any property, such property shall not be paid to or distributed among the Members, but shall be given or transferred to some other charitable institution or institutions within New Zealand having objects similar to the objects of the Trust, such institution or institutions to be determined by the Members at or before the time of dissolution or, in default of such, in the manner described by the Charitable Trusts Act 1957.

17. Notices

- 17.1 Any notice in writing required to be given under these clauses may be given to the intended recipient by any of the following methods:

- (a) By delivering it personally; or
- (b) By sending it through the post in a prepaid letter addressed to the intended recipient's last known place of abode or business address; or
- (c) By sending it by facsimile to the intended recipient's last known fax number; or
- (d) By sending it by email to the intended recipient's last known email address; or
- (e) By placing an advertisement in a newspaper circulating in the area where the intended recipient was last known to reside; or
- (f) By posting details on the Trust's website and drawing it to the attention of the intended recipient by any of the above methods.

- 17.2 Any notice, if served by post, shall be deemed to have been served at the time the letter containing the same would be delivered in the ordinary course of post and, in proving such service, it shall be sufficient to prove that the letter containing the notice was properly addressed, prepaid and posted.