



Trust Deed for Ambulance New Zealand

Incorporating Amendment 1 passed by Special Resolution on 29 October 2002

Incorporating Amendment 2 passed by Special Resolution on 8 December 2005

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Date: 2003

PARTIES

Malcolm James Beattie of Auckland, **Victor John Klap, Reece Edward Mead, David John Swallow** and **Jaimes Dawson Wood**, all of Wellington (the *Initial Trustees*)

BACKGROUND

- A. The Initial Trustees wish to:
- (i) establish a charitable trust for the purposes set out in this Trust Deed; and
 - (ii) declare that they hold the sum of \$50,000 as part of the Trust Fund subject to the trusts and with the powers contained in this Trust Deed, and hereafter to be applied by the Trustees for the purposes of the Trust.
- B. The Initial Trustees wish to accept, hold and use the Trust Fund, and such other funds as the Trustees may receive from time to time, in accordance with the terms of this Trust Deed.

NOW THIS DEED RECORDS:

PART I: INTERPRETATION

1 Definitions and Construction

In this Trust Deed, unless the context otherwise requires the terms set out in Part A of Schedule 1 will have the meanings ascribed to them in that Schedule and the rules of construction set out in Part B of Schedule 1 will apply.

PART II: CREATION OF TRUST

2 Declaration of Trust

2.1 The Initial Trustees declare:

- (a) that they hold the sum of \$50,000 on trust as part of the Trust Fund; and
- (b) that they hold the Trust Fund upon the trusts and with the powers set out in this Trust Deed.

2.2 The Initial Trustees confirm their acceptance of appointment as Trustees and agree to act accordingly.

3 Name Of Trust

The name of the Trust is Ambulance New Zealand or such other name as the Trustees may determine by Special Resolution from time to time.

4 Purposes of Trust

The Trust is established for the purposes set out in Schedule 2.

5 Powers of Trustees

5.1 Subject to this Trust Deed, the Trustees have all powers necessary for, or ancillary or incidental to, fulfilling the Trust's purposes and in relation to the Trust Fund even if it is something which they would not normally have power to do in the absence of an express power or an order of the Court, including, without limiting or affecting the generality of the foregoing, the powers set out in Schedule 3. However:

- (a) these powers do not authorise the Trustees to do anything which may prejudice the charitable nature of the purposes of the Trust;
- (b) all the Trustees' powers, authorities and discretions are subject to any direction to the contrary in any instrument evidencing or conferring a gift accepted by the Trustees, whether the gift is a Designated Gift or is generally for the purposes of the Trust Fund; and
- (c) the powers set out in paragraphs 1.28, 1.30 and 1.31 of Schedule 3 may only be exercised by Special Resolution.

6 Incorporation under the Charitable Trusts Act 1957

If they consider it appropriate the Trustees may apply under the Charitable Trusts Act 1957 for incorporation as a Board under the name Ambulance New Zealand.

7 Amendment Of Trust Deed

- 7.1 The Trustees may amend this Trust Deed by deed of amendment by Special Resolution provided that the amendment does not prejudice the charitable nature of the Trust.
- 7.2 Clauses 4 (and consequently Schedule 2) 8, 12, 26 and 27 must not be amended without first obtaining written confirmation from the Commissioner of Inland Revenue that the proposed alteration does not prejudice the charitable nature of the purposes of the Trust.

8 Termination

- 8.1 The Trustees may terminate and wind-up the Trust on a date determined by them if:
- (a) in their opinion, it becomes impossible, impracticable or inexpedient to carry out the purposes of the Trust set out in clause 4 and Schedule 2; and
 - (b) they decide not to exercise their power under sub-paragraph 1.6 of Schedule 2 to pay, apply or appropriate the Trust Fund for the purposes set out in that clause.
- 8.2 On the winding up of the Trust, the Trustees must give or transfer all surplus assets after the payment of costs, debts and liabilities:
- (a) to some other charitable organisation or body within New Zealand having charitable purposes relating to the advancement of ambulance services in New Zealand; or
 - (b) for some other charitable purpose or purposes within New Zealand.

9 Perpetuity

If the Trust ceases to be exempt from the rule against perpetuities, the perpetuity period applicable to this Trust Deed is the period from the date of this Trust Deed to the day that is one day less than 80 years from the date of this Trust Deed.

PART III: PARTICIPANTS

10 Trustees may confer Participation status

The Trustees may if, and as, determined by them:

- 10.1 invite persons, firms, organisations and corporations who wish to support or take an interest in the purposes of the Trust to become Participants in the Trust;
- 10.2 establish different classes of Participant;
- 10.3 establish criteria for Participation;
- 10.4 set rules and regulations governing the conduct of Participants;
- 10.5 fix and charge Participation fees (including joining fees, subscriptions and levies) for Participants or for each class of Participant, as the case may be;
- 10.6 call Participants' meetings;
- 10.7 subject to clause 12, confer Participation rights on Participants;
- 10.8 withdraw any Participation rights conferred on Participants from time to time; and
- 10.9 issue Participation certificates or other evidence of Participation in the Trust, once the Trustees are satisfied that the intending Participant has met the criteria for Participation as set out in this clause and established by the Trustees and has paid any Participation fee to the Trustees.

11 Participation Rights

As well as any rights the Trustees may confer on Participants from time to time, each Participant has the right:

- 11.1 to receive notice of and attend as observers at, any meeting of the Trustees;
- 11.2 to inspect the records of the Trust in accordance with clause 32; and
- 11.3 to receive such information as the Trustees determine, including, but not limited to, a copy of the Annual Report referred to in paragraph 18 of Schedule 4, Part A.

12 Limitations on personal benefit arising from Participation rights

- 12.1 No Participant of the Trust or any person associated with a Participant of the Trust may determine or materially influence any decision of the Trustees relating to:
- (a) the payment of any income of the Trust Fund to, or on behalf of, that Participant or associated person; or
 - (b) the conferring of any benefit or advantage on, or on behalf of, that Participant or associated person.
- 12.2 Any income paid to a Participant or associated person must be reasonable and relative to that which would be paid in an arm's length transaction (being the open market value).
- 12.3 Participation must not confer on any Participant the right to receive any of the income or capital of the Trust Fund or to control the Trustees in the exercise of their powers.

PART IV: TRUSTEES**13 Number**

There must never be less than 5, nor more than 7 Trustees.

14 Appointment of Trustees [Amendment 1 by Special Resolution on 29/10/02]

14.1 The Trustees may appoint any person at any time as a replacement or additional Trustee and will, before the end of each Year, appoint Trustees to replace those who will cease to hold office on 31 December at the end of that Year provided that in making the appointment they do not exceed the maximum number of Trustees permitted under this Trust Deed.

14.2 In appointing Trustees under clause 14.1, the Trustees will:

- (a) determine the mix of skills, competencies and experience which, in their opinion is necessary for the Trustees as a group to possess in order to carry out the Trust's purposes set out in Schedule 2;
- (b) use their best endeavours to ensure that the Trustees as a group possess the skills, competencies and experience referred to in clause 14.2(a); and
- (c) invite Participants to suggest the names (and supply brief details) of individuals for consideration by the Trustees amongst the candidates for appointment as Trustees.

14.3 If at any time there are no Trustees then the power of appointment will be vested in the Director-General of Health.

15 Term of office [Amendment 2 by Special Resolution on 8/12/05]

15.1 A Trustee holds office for a term not exceeding 2 years from the date of appointment but is eligible for reappointment. The Initial Trustees will be treated for this purpose, as having been appointed on the Commencement Date.

15.2 Each Trustee who retires:

(a) is to cease to hold office, on the appointment of his or her successor by the Trustees under clause 14; and

(b) may be re-appointed under clause 14 subject to clause 15.1.

16 Removal from office

Without limiting anything in clause 17, the Trustees may remove a Trustee during his or her term of office if that Trustee's personal circumstances have changed to such an extent that his or her capacity to discharge his or her role as a Trustee has been adversely affected.

17 Vacation of office

A Trustee vacates office when he or she:

17.1 becomes bankrupt or makes an arrangement or compromise with his or her creditors generally;

17.2 is disqualified from being a director of a company pursuant to section 151 of the Companies Act 1993;

17.3 resigns from office by notice in writing to the Trustees;

17.4 completes his or her term of office;

17.5 refuses to act;

17.6 is absent without consent of the other Trustees from 3 consecutive ordinary meetings of the Trustees;

17.7 becomes physically or mentally incapacitated to the extent that in the opinion of the other Trustees, expressed in an Ordinary Resolution, he or she is unable to perform the duties of a Trustee properly;

17.8 is convicted of an indictable offence;

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17.9 in the opinion of the other Trustees expressed in an Ordinary Resolution, is for any other reason unfit to carry out the duties of a Trustee; or

17.10 dies.

18 Record of appointment, retirement and vacation of office by Trustees

Upon every appointment, retirement, re-appointment or vacation of office by any Trustee, the Trustees will ensure that an entry is made in the minute book of the Trust to that effect and will ensure that any statutory requirements as to the vesting of the Trust Fund in the Trustees are satisfied. A copy of those minutes certified by the chairperson will be evidence of the event recorded.

19 Management of Trust

Except as provided in this Trust Deed, the assets of the Trust Fund are to be managed by, or under the direction or supervision of, the Trustees.

20 Appointment of secretary and others

The Trustees may appoint a secretary and any other employees that the affairs of the Trust may require on such terms and conditions as they think fit. The Trustees may also remove and replace any persons so appointed.

21 Appointment of committees and delegation of powers

- 21.1 The Trustees may appoint committees, ad hoc committees or executive committees as they may from time to time think expedient for carrying out the purposes of the Trust.
- 21.2 The Trustees may appoint any of their number to a committee established under clause 21.1, as well as any person who is not a Trustee, who, in the Trustees' opinion possess knowledge of or experience in the ambulance service or a relevant related industry or sector, and who possesses skills and experience necessary or desirable to carry out the purpose for which the committee was formed or the purposes of the Trust generally. Such skills may include specialist skills or experience, commercial/financial experience or qualifications, information technology, relationship building skills and relevant networks within and outside the ambulance service sector.
- 21.3 The Trustees may delegate any one or more of their powers to a committee, a Trustee, an employee of the Trust, or to any other person or class of persons. That committee, person or class of persons may not further delegate that power without the Trustees' express authority.

22 Appointment of attorney

The Trustees may appoint a person as the Trustees' attorney, either generally or in relation to a specified matter. Any such power of attorney may contain such provisions for the protection of persons dealing with the attorney as the Trustees

think fit, and may also authorise any attorney to delegate all or any of the powers, authorities and discretions vested in the attorney.

23 Proceedings of the Trustees

The proceedings of the Trustees will be conducted in accordance with the provisions set out in Schedule 4, Part A.

24 Trustees' Duties

The Trustees only have those duties that are expressly provided for in this Trust Deed and those necessarily implied by law including:

- 24.1 the Trustees must hold any assets forming part of the Trust Fund in trust for the purposes of the Trust;
- 24.2 the Trustees must use the assets of the Trust Fund to further the purposes of the Trust;
- 24.3 the duties set out in Schedule 4, Part B.

25 Trustees Interests

- 25.1 In relation to any transaction in which a Trustee is Interested, in addition to any other duty which applies at law, he or she owes to the Trust the duties set out in Schedule 4, Part C.
- 25.2 Every Trustee is required to act in the best interests of the Trust, regardless of his or her relationship with any Participant.

26 Prohibition of benefit or advantage in business activity

- 26.1 In the carrying on of any business under this Trust Deed a benefit, advantage or income must not be afforded to, or received, gained, achieved or derived by any Related Person where that Related Person, in his or her capacity as a Related Person, is able in any way (whether directly or indirectly) to determine, or to materially influence the determination of:
 - (a) the nature or amount of that benefit, advantage or income; or
 - (b) the circumstances in which that benefit, advantage or income is, or is to be, so afforded, received, gained, achieved or derived.
- 26.2 A person who is in the course of, and as part of the carrying on of his or her business of a professional public practice, is not, by reason only of him or her rendering professional services to the Trust or to any company by which any business of the Trust is carried on, in breach of the terms of this clause.

27 No private pecuniary profit of any individual and exceptions

27.1 A private pecuniary profit must not be made by any person involved in this Trust, except that:

- (a) any Trustee or committee member appointed by the Trustees is entitled to be reimbursed out of the assets of the Trust for all expenses which he or she properly incurs in connection with the affairs of the Trust;
- (b) the Trust may pay reasonable and proper remuneration to any employee of the Trust (whether a Trustee or not) in return for services actually rendered to the Trust;
- (c) any Trustee may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Trustee or by any firm or entity of which that Trustee is a member, employee or associate in connection with the affairs of the Trust;
- (d) any Trustee may retain any remuneration properly payable to that Trustee by any company or undertaking with which the Trust may be in any way concerned or involved for which that Trustee has acted in any capacity whatever, notwithstanding that that Trustee's connection with that company or undertaking is in any way attributable to that Trustee's connection with the Trust.

27.2 The Trustees, in determining all reimbursements, remuneration and charges payable in terms of this clause, must ensure that the restrictions imposed by clauses 12 and 26 of this Trust Deed are strictly observed.

28 Indemnity for Trustees and Employees

Each Trustee will be indemnified out of the Trust Fund, and may indemnify and/or may effect insurance for him or herself or any employee of the Trust at the expense of the Trust Fund, in accordance with the provisions set out in Schedule 4, Part D.

29 Liability of Trustees

A Trustee is not liable for any loss or damage relating to any matter regarding the Trust including any loss or diminution in the value of the Trust Fund except by reason of the Trustee's dishonesty or wilful commission or omission of an act which that Trustee knows to be a breach of trust. Without limiting the above, no Trustee is bound to take, or is liable for failing to take, any proceedings against a co-Trustee for breach or alleged breach of trust.

30 Liability Cap

If due to any mandatory requirements of law full effect cannot be given to clause 29, the Trustee's liability including for breach of any duty to exercise care,

diligence, and skill is limited to an aggregate amount (including damages, costs and the costs of any specific performance ordered against the Trustee) not exceeding the remuneration derived by the Trustee under this Trust Deed in the year preceding the first event giving rise to the claimed breach.

PART V: MISCELLANEOUS

31 Address for Service

All notices, statements, reports, accounts or other documents must be sent to the Trustees at the following address:

Level 8
25-33 Victoria Street
WELLINGTON

or such other address as the Trustees may determine from time to time.

32 Inspection of Records

Unless the Trustees determine otherwise in any particular case, a Participant is entitled to:

- 32.1 inspect any records, books, papers, correspondence or documents of the Trust; and
- 32.2 require or receive any information concerning the Trust's business, trading or customers, or any trade secret or secret process used by the Trustees.

33 Method of Contracting

33.1 *Deeds*

A deed which is to be entered into by the Trustees is to be entered into by two authorised persons appointed by the Trustees for that purpose.

33.2 *Other written contracts*

An obligation or contract which is required by law to be in writing, and any other written obligation or contract which is to be entered into by the Trustees, may be signed on behalf of the Trustees by a person acting under the express or implied authority of the Trustees.

33.3 *Other obligations*

Any other obligation or contract may be entered into on behalf of the Trustees in writing or orally by a person acting under the express or implied authority of the Trustees.

34 Accounting records

The Trustees must cause accounting records to be kept that:

- 34.1 correctly record and explain the transactions of the Trust;
- 34.2 will, at any time, enable the financial position of the Trust to be determined with reasonable accuracy;
- 34.3 will enable the Trustees to ensure that the financial statements of the Trust comply with section 10 of the Financial Reporting Act 1993, as if the Trustees were a "reporting entity" for the purposes of that Act;
- 34.4 will enable the financial statements of the Trust to be readily and properly audited; and
- 34.5 must be kept in written form and in English.

35 Auditor**35.1 *Appointment of auditor***

The Trustees must appoint an auditor for each Year to audit the financial statements of the Trust after the end of each Year. The person appointed as auditor must be a chartered accountant in public practice within 4 months at the end of that Year.

35.2 *Vacancy*

The Trustees may fill any casual vacancy in the office of auditor, but while the vacancy remains, any surviving or continuing auditor may continue to act as auditor.

35.3 *Auditor's fees and expenses*

The fees and expenses of an auditor of the Trust are to be fixed by the Trustees.

SCHEDULE 1

Definitions and Construction

(Clause 1)

PART A: Definitions

Commencement Date means 20 September 2001;

Designated Gift means a gift or grant which is subject to a trust for a specific purpose that comes within the purposes of the Trust Fund;

Interest in relation to a Trustee, has the meaning provided in paragraph 27 of Schedule 4, Part C and *Interested* has a corresponding meaning;

Interests Register means the register kept by the Trustees recording each Trustee's Interests in accordance with paragraph 28 of Schedule 4, Part C;

Ordinary Resolution means a resolution passed by more than 50 per cent of the votes of Trustees entitled to vote and voting on an issue;

Participants means each person who is a Participant, as provided for by clause 10, and *Participation* has a corresponding meaning;

Related Person for the purposes of clause 26 and in relation to any business to which section CB4(1)(e) of the Income Tax Act 1994 applies, means a person specified in paragraphs (i) to (iv) of the 2nd proviso to that section, the persons currently specified as being:

- (a) a settlor or trustee of the trust by which the business is carried on; or
- (b) a shareholder or director of the company by which the business is carried on; or
- (c) a settlor or trustee of a trust that is a shareholder of the company by which the business is carried on; or
- (d) where the person and the settlor, trustee, shareholder or director already mentioned in this definition, are associated persons for the purposes of the Income Tax Act 1994;

Special Resolution means a resolution passed by 75 per cent or more of the votes of Trustees entitled to vote and voting on an issue;

Teleconference Meeting for the purposes of paragraph 17 in Schedule 4, Part A means a meeting where the participants are contemporaneously linked by telephone or some other means of instant audio or audio and visual communication;

Trust means the trusts created by this Trust;

Trust Deed means this deed;

Trustee means each person appointed as a Trustee in accordance with this Trust Deed from time to time and *Trustees* will be construed accordingly;

Trust Fund means the sum of \$50,000 declared by the Initial Trustees on the execution of this Trust Deed as part of the Trust Fund and all other money, investments or other property paid, given to, acquired or agreed to be acquired by the Trustees with the intention that it be held by the Trustees subject to the trusts and other provisions set out in this Trust Deed;

Year means the period of 12 months ending on the expiration of the 1st day of July in each year or such other period as the Trustees may determine from time to time.

PART B: Construction

In the construction of this Trust Deed, unless the context requires otherwise:

- (a) the headings appear as a matter of convenience and do not affect the construction of this Trust Deed;
- (b) references to these or this Trust Deed include the Schedules to the Trust Deed;
- (c) in the absence of an express indication to the contrary, references to clauses or Parts are to clauses or Parts of this Trust Deed;
- (d) a reference to any statute, statutory regulations or other statutory instrument includes the statute, statutory regulations or instrument as from time to time amended or re-enacted or substituted;
- (e) the singular includes the plural and *vice versa* and one gender includes the other gender;
- (f) the words "written" and "writing" include facsimile communications and any other means of communication resulting in permanent visible reproduction;
- (g) the word "person" includes any association of persons whether corporate or unincorporate, and any state or government or department or agency thereof, whether or not having separate legal personality.

SCHEDULE 2

Purposes

(Clause 4)

The purposes referred to in clause 4 are as follows:

- 1.1 to promote the common goal of Participant ambulance service providers in New Zealand to provide a safe, reliable and efficient ambulance service in New Zealand;
- 1.2 to ensure that ambulance operator standards, performance and behaviour are prescribed, monitored and adhered to within New Zealand, to ensure that ambulance services are provided at a level of quality commensurate with resources, including:
 - (a) to prescribe and monitor standards of performance and behaviour for the ambulance service within New Zealand in cases where this is not already carried out by another body;
 - (b) to set and monitor education and training standards, accredit education providers and their programmes, recognise and confirm qualifications relevant to the provision of ambulance services in New Zealand and ensure that a register of ambulance officers in New Zealand is administered and maintained;
 - (c) to operate a system of ambulance service operator accreditation in New Zealand;
- 1.3 to encourage and promote best practice in patient care, relevant to the provision of ambulance services in New Zealand;
- 1.4 to ensure that Participant ambulance service providers work together with the view to providing a safe, reliable and efficient ambulance service within New Zealand;
- 1.5 to provide a forum whereby Participant ambulance services can develop a coherent and considered strategic view on issues from a wider context (particularly in relation to health and transport) with a view to enhancing the provision of ambulance services in New Zealand;
- 1.6 for any other purposes within New Zealand (whether relating to the relief of poverty, the advancement of education or religion or any other matter beneficial to the community) which are charitable according to the laws of New Zealand.

SCHEDULE 3

Powers of Trustees

1 Specific Powers

Without prejudice to the generality of clause 5 of the Trust Deed, or to any of the Trustees' express or implied powers, the Trustees have the following powers and may exercise them either alone or with any other person(s):

1.1 To invest

- (a) To invest the Trust Fund and the income from it in any form of investment, and to vary such investment from time to time;
- (b) To retain any investments coming into the Trustees' hands as part of the Trust Fund for as long as the Trustees think proper, even if they are not investments which could be properly made by a trustee;
- (c) Notwithstanding the provisions of section 13C of the Trustee Act 1956 and the likelihood that a Trustee may be a person whose profession, employment, or business is or includes acting as a trustee or investing money on behalf of others, it is hereby declared that the care, diligence and skill to be exercised by the Trustees in exercising any power of investment shall not be that required of such persons by section 13C 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.
- (d) Notwithstanding anything in this Trust Deed, no Trustee is liable for any breach of trust in respect of any duty to exercise the care, diligence and skill that a prudent person of business would exercise in managing the affairs of others or that a prudent person engaged in a profession, employment or business that is or includes acting as a trustee or investing money on behalf of others would exercise in managing the affairs of others (in either case) because:
 - (i) the investments of the Trust Fund are not diversified; and
 - (ii) the investment of the Trust Fund may not produce profit or income.

Rather, that Trustee or those Trustees (as the case may be) are required only to exercise the care, diligence and skill that a prudent person of business would exercise in managing the affairs of others.

1.2 To deposit funds

To deposit all or part of the Trust Fund in any currency in a savings or other interest or non-interest bearing account with any bank, trust, company or other financial or investment institution in New Zealand. In making any deposit the Trustees are not liable for any loss due to devaluation or other governmental restriction.

1.3 To hold the Trust Fund uninvested

To hold any part of the Trust Fund uninvested for as long as the Trustees think fit without being liable for any loss due to devaluation or other governmental restriction.

1.4 To enter into joint venture agreements, etc

To enter into any joint venture, partnership, co-production agreement or arrangement for sharing profits, union of interests, co-operation, reciprocal concession or otherwise with/or to co-operate with or assist or subsidise any person, persons, company or companies carrying on or engaged in or about to carry on or engage in any business or transaction capable of being conducted so as directly or indirectly to benefit the Trust.

1.5 To sell

To sell any real or personal property forming part of the Trust Fund, in the manner and on the terms and conditions the Trustees think fit, including (without limitation) power to allow such part of the purchase price as the Trustees think fit to remain on loan with or without security or to be payable by instalments.

1.6 To postpone sale

To postpone the sale of any real or personal property forming part of the Trust Fund for as long as the Trustees think fit without being liable for any resultant loss to the Trust Fund.

1.7 To let

To let any real and personal property at such rent and on such terms and conditions (including an option to purchase) as the Trustees think fit and to accept surrenders of any leases and tenancies.

1.8 To borrow

To borrow money at whatever rate of interest and upon whatever other terms and conditions the Trustees may think fit, provided that the Trustees are satisfied that the Trust will at all relevant times be able to meet payments due against any borrowings and all other current liabilities of the Trust as they fall due. For this purpose, the Trustees may give security for repayment over the entire Trust Fund or any part of it, whether or not any part over which the security is given benefits from the borrowing.

1.9 To guarantee obligations

To guarantee the liability of any person or corporation and to give security in support of any such guarantee.

1.10 To carry on business

- (a) To carry on any business in New Zealand whether in partnership or otherwise, for as long as the Trustees think fit. They may use any part of the Trust Fund as capital in the business, and may also employ in the business such managers, agents, employees and other persons (except any Trustee) as they think fit.
- (b) The Trustees are absolutely indemnified out of the Trust Fund for any losses which they may sustain in so carrying on any such business.
- (c) Subject to the terms and conditions on which any business is carried on by the Trustees, the net annual profits from any business are, at the Trustees' discretion, distributable as income in the Trustees' hands without having to be first applied in making good any earlier business losses. Any business losses for any year, unless the Trustees decide otherwise, will be borne by the capital of the Trust Fund and not recouped out of later profits.

1.11 To accept payment in company securities

In the sale of any business to a company, to accept payment for all or part of the purchase price in ordinary deferred or preference shares (whether fully paid or partly contributory) or debentures or debenture stock of such company. In exercising this power the Trustees are not exercising a power of investment.

1.12 To establish and promote

To establish, or subscribe for shares in, or promote a company or companies for the purposes of carrying out or be engaged in or be about to engage in any business or transaction capable of being conducted so as directly or indirectly to benefit the Trust, but only insofar as the Trustees are satisfied on reasonable grounds that the business transaction will contribute to the ability of the Trustees to fulfil the purposes specified in Schedule 2.

1.13 To act in relation to certain companies

In respect of any company in which the Trust Fund holds or is the beneficial owner of shares, notes, stock or debentures:

- (a) to act as a director of the company and to receive and retain fees or other remuneration for so acting without having to account to the Trust Fund unless the Trustees otherwise require;
- (b) to provide out of the Trust Fund on such terms as the Trustees think fit further capital for the company either by way of advances, loans, deposits

or otherwise (with or without security) or by taking further shares in the company, but only insofar as the Trustees are satisfied on reasonable grounds that the provisions of such further capital will contribute to the ability of the Trustees to fulfil the purposes specified in Schedule 2;

- (c) to concur in the winding up, reconstruction or amalgamation of the company or in the modification of its regulations, on whatever terms the Trustees think fit; and
- (d) generally to act in relation to the company in whatever manner the Trustees consider to be in the best interests of the Trust Fund.

1.14 To maintain property

To maintain, manage and improve property which, or any interest in which, forms part of the Trust Fund, in whatever manner the Trustees think fit. For those purposes, the Trustees may pay and apply any of the capital and income of the Trust Fund as they think fit.

1.15 To purchase property

To purchase as an asset of the Trust Fund any property or interest in property which the Trustees consider will benefit the Trust Fund. In exercising this power the Trustees are not exercising a power of investment.

1.16 To subdivide

To subdivide any real property forming part of the Trust Fund and to meet the costs of subdivision out of the Trust Fund.

1.17 To develop

To spend any sums out of the capital or income of the Trust Fund the Trustees think fit in developing any real property forming part of the Trust Fund, and to dedicate any roads required in respect of the development.

1.18 To grant and acquire options

To grant acquire, dispose of and exercise any option to purchase, lease or exchange any interest in real or personal property of any value, whether the option is incidental to, or independent of, any sale, lease, exchange or other disposition. An option may be granted, acquired or disposed of on such terms and conditions as the Trustees think fit, and in respect of a grant, may be granted at a price determined at the time of the grant or at such later date as the Trustees think fit. The Trustees are not personally liable for any loss arising from their exercise of this power and will be indemnified accordingly out of the Trust Fund.

1.19 To make loans and advances

To make any loans or advances (with or without security) for any of the purposes of the Trust Fund in such manner and on such terms and conditions as the Trustees think fit.

1.20 Capital, income and blended funds

To determine whether any money is to be considered as capital or income, and which expenses should be paid out of capital and out of income respectively, and also to apportion blended funds. Each determination or apportionment is final and binding on all persons beneficially interested in the Trust Fund.

1.21 Depreciation or replacement funds

To set up and maintain any depreciation or replacement funds for any purpose the Trustees may consider advisable, and in this regard to determine in their discretion:

- (a) the amount of income to be credited from time to time to any of those funds;
- (b) whether those funds are income or capital.

1.22 Bank accounts

To open any bank accounts in any name(s) either on the Trustees own behalf or jointly with some other person(s), and to overdraw any such account with or without giving security. The Trustees may also make arrangements with any bank for any one or more of the following persons to operate on any of the Trustees' accounts at that bank:

- (a) the Trustees; and
- (b) any delegate(s) named in writing by all the Trustees.

1.23 To insure

To insure any building or other insurable property to any amount up to its full insurable value, or at the Trustees' option, up to its full replacement value, against destruction or damage by fire, earthquake, fire following earthquake and such other risks including professional, statutory compliance and other non-property risks as the Trustees think fit. The Trustees may pay the premiums out of income or capital as they think fit.

1.24 To waive debts

Without being liable for loss, to waive any debts due to the Trust Fund, either absolutely or on such terms as the Trustees think expedient.

1.25 To protect or enhance assets

To enter into any type of contract whatever to protect, maintain or enhance the value of any assets acquired or held by the Trustees or which they have the right to acquire or hold.

1.26 To receive gifts

To receive solicited and unsolicited gifts of any real or personal property for the purposes of the Trust or for any specific purpose that comes within the purposes of the Trust, provided that:

- (a) if the Trustees accept a Designated Gift they must keep that Designated Gift and any income derived from it separate from the general assets of the Trust Fund, and administer it as a separate specific trust in terms of the trust under which it was given;
- (b) the Trustees do not use the assets of any separate specific trust to make good any deficit, loss, damage or breach of trust relating to any other separate specific trust. Similarly, the Trustees must not use the general assets of the Trust Fund for such purposes; and
- (c) each separate specific trust bears its own administration expenses plus a fair proportion (determined by the Trustees) of the administration expenses applicable to the general purposes of the Trust.

1.27 To grant subsidies

To grant subsidies and payments whether for valuable consideration or gratuitously to any person, firm or corporation for any of the purposes of the Trust.

1.28 To charge for services

To charge for its services by means of levies or otherwise.

1.29 To act or negotiate

To act or negotiate directly on behalf of any ambulance operator with any other body within New Zealand.

1.30 To recognise and accredit Participant ambulance service providers

To recognise and accredit Participant ambulance service providers in accordance with the criteria for recognition determined by the Trustees from time to time.

1.31 To withdraw recognition and accreditation of Participant ambulance service providers

To withdraw recognition and accreditation of Participant ambulance service providers who no longer satisfy the criteria for recognition as determined by the Trustees from time to time.

1.32 To provide services

To provide services specified in annual contracts between the Trust and the Ministry of Health, Accident Compensation Corporation, District Health Boards (or their successors), and/or any other Government body or bodies, and to provide services from time to time to non-governmental organisations.

1.33 To prescribe standards

To prescribe and monitor standards of performance and behaviour for Participant ambulance service providers and their staff.

1.34 To operate system

To prescribe and operate a system of ambulance operator accreditation.

1.35 To be the responsible body for a register of ambulance officers

To be the body responsible to ensure that a register of ambulance officers is administered and maintained.

1.36 To set and monitor education and training standards

To prescribe and monitor education and training standards, accredit education providers and their programmes and recognise and confirm qualifications relevant to the provision of ambulance services by Participant ambulance service providers and their staff.

SCHEDULE 4

Trustees

PART A

Proceedings of the Trustees

(Clause 23)

1 Methods of holding meetings

A meeting of Trustees may be held either:

- 1.1 by a number of the Trustees who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or
- 1.2 by means of audio, or audio and visual, communication by which all the Trustees participating and constituting a quorum can simultaneously hear each other throughout the meeting.

2 Ordinary meetings

The Trustees may meet as often as they consider desirable for the efficient and proper conduct of the affairs of the Trust, but at least 6 times in each Year.

3 Special meetings

A special meeting may be called at any time by 1 or more Trustees.

4 Notice of meeting

A Trustee or, if requested by a Trustee to do so, an employee of the Trust approved by the Trustees for this purpose, may convene a meeting of Trustees. Written notice of the time and place of a meeting of Trustees must be sent to every Trustee no less than 15 days before the date of the meeting.

5 Contents of notice

Each notice of a meeting of Trustees is to state, or have attached to it:

- (a) the nature of the business to be transacted at the meeting in sufficient detail to enable a Trustee to form a reasoned judgment in relation to it;
- (b) the text of any resolution to be submitted to the meeting.

6 Waiver of irregularity

An irregularity in a notice of meeting of the Trustees is waived if all the Trustees entitled to receive notice of the meeting attend or participate in the meeting without protest as to the irregularity, or if all Trustees entitled to receive notice of the meeting agree to the waiver.

7 Quorum

The Quorum for a meeting of Trustees necessary for the transaction of business is a majority of Trustees.

8 Insufficient number of Trustees

If at any time the Trustees number less than the minimum number of Trustees required under clause 13, anything done by the continuing Trustees in accordance with the provisions of this Trust Deed pending the appointment of a new Trustee or Trustees is as valid as if the requirement for a minimum number of Trustees had been met during that period.

9 Chairperson

The Trustees may elect one of their number as chairperson of Trustees. Each such appointment shall be for such period as the Trustees may determine from time to time, but not for longer than one year. If no chairperson is elected, or if at any meeting the chairperson is not present within five minutes after the time appointed for the commencement of the meeting, the Trustees present may choose one of their number to be chairperson of the meeting.

10 Votes

- 10.1 Each Trustee is to have one vote. A Trustee present at a meeting of Trustees is presumed to have agreed to, and have voted in favour of, a resolution of the Trustees unless that Trustee expressly dissents or expressly abstains from voting on, or voting against, the resolution.
- 10.2 The Trustees may, by Ordinary Resolution, vary or cancel any Ordinary Resolution and, by Special Resolution, may vary or cancel any Special Resolution at an ordinary or special meeting.

11 Minutes

- 11.1 The Trustees must keep a proper record in a minute book of all decisions taken and business transacted at every meeting of the Trustees.
- 11.2 Any minute of the proceedings at a meeting which is purported to be signed by the chairperson of that meeting or by the chairperson of the next succeeding meeting is evidence of those proceedings.
- 11.3 Where minutes of the proceedings at a meeting of the Trustees have been made in accordance with the provisions of this Schedule then, until the contrary is proven, the meeting is deemed to have been properly convened and its proceedings to have been properly conducted.

12 Validity of acts

All acts done by any meeting of Trustees or of a committee of Trustees or by any person acting as a Trustee are valid notwithstanding:

12.1 any defect in the appointment of any Trustee or person acting as a Trustee, or

12.2 that they or any of them were disqualified; or

12.3 any irregularity in a notice of meeting.

13 Adjournment

If a quorum is not present within 15 minutes after the time appointed for any meeting the Trustee or Trustees present may adjourn the meeting. The chairperson may adjourn any meeting on the adoption of an Ordinary Resolution for its adjournment.

14 Committees

Any committee appointed under this Trust Deed may, with the Trustees' approval, co-opt or invite any other person, whether a Trustee or not, to be a member of that committee. Subject to this Schedule and to any directions that the Trustees might give, each committee may regulate its own procedure.

15 Other procedures

Except as set out in this Part of this Schedule, the Trustees may regulate their own procedure.

16 Procedures for Electronic/Audio-visual Meetings

The provisions in this Schedule apply to a meeting held under paragraph 1.2 of this Schedule with such modifications and additions as the Trustees find necessary or desirable to facilitate the calling, holding and recording of such a meeting. Trustees must vote at an audio-visual meeting held under paragraph 1.2 of this Schedule by signifying individually their assent or dissent by voice.

17 Teleconference Meetings

For the purposes of this Trust Deed a Teleconference Meeting between a number of Trustees or committee members who constitute a quorum, together with the secretary or another person acting as a secretary, are deemed to constitute a meeting of the Trustees or the committee members (as the case may be). All the provisions in this Schedule relating to meetings apply to Teleconference Meetings so long as the following conditions are met:

17.1 All of the Trustees or committee members (as the case may be) for the time being entitled to receive notice of a meeting are entitled to notice of a Teleconference Meeting and to be linked for the purposes of such a meeting. Notice of a Teleconference Meeting may be given on the telephone;

- 17.2 Throughout the Teleconference Meeting each participant and the secretary or person acting as a secretary must be able to hear each of the other participants taking part;
- 17.3 At the beginning of the Teleconference Meeting each participant must acknowledge his or her presence for the purpose of that meeting to all the others taking part;
- 17.4 A participant may not leave the Teleconference Meeting by disconnecting his or her telephone or other means of communication without first obtaining the chairperson's express consent. Accordingly, a participant is conclusively presumed to have been present and to have formed part of the quorum at all times during the Teleconference Meeting unless he or she leaves the meeting with the chairperson's express consent;
- 17.5 A minute of the proceedings at the Teleconference Meeting is sufficient evidence of those proceedings, and of the observance of all necessary formalities, if certified as a correct minute by the chairperson of that meeting and by the secretary or person acting as a secretary.

18 Annual report and financial statements

- 18.1 At their first ordinary meeting in each Year (other than the first Year) the Trustees must present a report dealing with the affairs of the Trust, supported by a statement of the Trust's income and expenditure during the previous Year and a statement of its assets and liabilities at the end of that Year. The report and financial statements and a statement of all mortgages, charges and securities of any kind affecting the property of the Trust, must be signed by the chairperson or other person authorised by the Trustees to administer the finances of the Trust.
- 18.2 The financial statements required in paragraph 18.1 must be audited by the auditor appointed in accordance with clause 35.1.

19 Control of funds

All money received by or on behalf of the Trust must be paid immediately to the credit of the Trust in an account or accounts with a bank or banks selected from time to time by the Trustees. All cheques and other negotiable instruments, withdrawal slips and receipts for money must be signed, drawn, accepted, endorsed or otherwise executed (as the case may be) on behalf of the Trust in such manner as the Trustees decide from time to time.

20 Custody and use of common seal

If the Trustees become incorporated as a board under the Charitable Trusts Act 1957 they will have custody of the common seal, and from time to time by Ordinary Resolution, they may adopt any seal they think fit. The common seal

must not be affixed to any document unless the Trustees have already authorised its use on that document. When a document is to be sealed on the prior authority of the Trustees the seal must be affixed to the document in the presence of two Trustees who must sign the document.

PART B

Trustees' Duties

(Clause 24)

21 Duty of Trustees to act in good faith and to best attain objects of Trust

A Trustee, when exercising powers or performing duties, must act in good faith and in a manner which he or she believes will best attain the objects of the Trust.

22 Powers to be exercised for proper purpose

A Trustee must exercise a power for a proper purpose.

23 Trustees to comply with Trust Deed

A Trustee may not act, or agree to the Trustees acting, in a manner that contravenes this Trust Deed.

24 Duty in relation to obligation

A Trustee may not incur an obligation unless the Trustee believes at that time on reasonable grounds that he or she will be able to perform the obligation when it is required to do so.

25 Trustee's duty of care

A Trustee, when exercising powers or performing duties as a Trustee, is to exercise the care, diligence, and skill that a prudent person of business would exercise in the same circumstances taking into account, but without limitation:

25.1 the nature of the Trust; and

25.2 the nature of the decision.

26 Use of information and advice

26.1 Subject to subparagraph (b) of this paragraph, a Trustee, when exercising powers or performing duties as a Trustee, may rely on reports, statements, and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:

- (a) an employee of the Trust whom the Trustee believes on reasonable grounds to be reliable and competent in relation to matters concerned;

- (b) a professional adviser or expert in relation to matters which the Trustee believes on reasonable grounds to be within the person's professional or expert competence; and
- (c) any other Trustee, or committee of persons established by the Trustees (upon which the Trustee did not serve), in relation to matters within the Trustee's or committee's designated authority.

26.2 Paragraph 26.1 of this Schedule is to apply to a Trustee only if the Trustee:

- (a) acts in good faith;
- (b) makes proper inquiry where the need for inquiry is indicated by the circumstances; and

has no knowledge that such reliance is unwarranted.

PART C

Trustees' Interests

(Clause 25.1)

27 Interpretation

For the purposes of this Trust Deed, a Trustee is Interested in a transaction to which the Trustees are a party if, and only if, the Trustee:

- 27.1 is a party to, or will or may derive a material financial benefit from, the transaction; or
- 27.2 has a material financial interest in another party to the transaction; or
- 27.3 is a trustee, officer, or director of another party to, or person who will or may derive a material financial benefit from, the transaction, not being an entity that is wholly-owned by the Trustees; or
- 27.4 is the parent, child, or spouse of another party to, or person who will or may derive a material financial benefit from, the transaction; or
- 27.5 is otherwise directly or indirectly materially interested in the transaction.

28 Interests Register

The Trustees must keep and maintain an Interests Register.

29 Disclosure of Interests

A Trustee:

29.1 as soon as practicable after he or she becomes aware of the fact that he or she is Interested in a transaction or proposed transaction with the Trust, must cause to be entered in the Interests Register, and disclose to the Trustees:

- (a) if the monetary value of the Trustee's Interest is able to be quantified, the nature and monetary value of that Interest; or
- (b) if the monetary value of the Trustee's Interest is unable to be quantified, the nature and extent of that Interest; and

29.2 need not comply with paragraph 29.1 if:

- (a) the transaction or proposed transaction is between the Trustee and the Trust; and
- (b) the transaction or proposed transaction is, or is to be entered into the ordinary course of the Trust's business and on usual terms and conditions.

30 General notice of Interest

For the purposes of paragraph 29 of this Schedule, a general notice entered in the Interests Register or disclosed to the Trustees to the effect that a Trustee is a share holder, trustee, officer or director of a named company or other entity and is to be regarded as Interested in any transaction which may, after the date of the entry or disclosure, be entered into with that company or person is a sufficient disclosure of Interest in relation to that transaction.

31 Failure to give notice of Interest

The failure by a Trustee to comply with paragraph 29 of this Schedule does not affect the validity of a transaction entered into by the Trust.

32 Personal involvement of Trustees

Notwithstanding any rule of law or equity to the contrary, a Trustee may:

- 32.1 contract with the Trust in any capacity;
- 32.2 be a party to any transaction with the Trust;
- 32.3 have any direct or indirect personal involvement or interest in any transaction or arrangement to which the Trust is a party or in which it is otherwise directly or indirectly interested or involved;

32.4 become a trustee or other officer of, or otherwise Interested in, any entity promoted by the Trust or in which the Trust may be directly or indirectly Interested as a beneficiary or otherwise; and

32.5 retain any remuneration, profit or benefits in relation to any of the foregoing, and no contract or arrangement of any kind referred to in this paragraph may be avoided by reason of a Trustee's Interest.

33 Interested Trustees may vote

A Trustee who is Interested in a transaction entered into, or to be entered into, by the Trust may:

33.1 vote on any matter relating to the transaction;

33.2 attend a meeting of Trustees at which any matter relating to the transaction arises and be included among the Trustees present at the meeting for the purposes of a quorum;

33.3 sign a document relating to the transaction on behalf of the Trust; and

33.4 do any other thing in his or her capacity as a Trustee in relation to the transaction,

as if the Trustee was not Interested in the transaction.

PART D

Indemnity/Insurance for Trustees and Employees

(Clause 28)

34 Indemnity for Trustees

Each Trustee of the Trust from time to time is to be indemnified by the Trust for any costs incurred by him or her in any proceeding:

34.1 that relates to liability for any act or omission in his or her capacity as a Trustee; and

34.2 in which judgment is given in his or her favour, or in which he or she is acquitted, or which is discontinued,

and any liability or costs in respect of:

34.3 liability to any person other than the Trust for any act or omission in his or her capacity as a Trustee; or

34.4 costs incurred by that Trustee in defending or settling any claim or proceeding relating to any such liability,

provided that such liability does not arise by reason of the Trustee's dishonesty or wilful commission or omission of an act which the Trustee knows to be a breach of trust.

35 Indemnities for employees

In addition to the indemnity set out in paragraph 34 of this Schedule, the Trustees may indemnify an employee of the Trust for any costs referred to in paragraph 34 of this Schedule.

36 Insurance for Trustees or employees

The Trustees may effect insurance for a Trustee or employee of the Trust for:

36.1 liability, not being criminal liability, for any act or omission in his or her capacity as a Trustee or employee; or

36.2 costs incurred by the Trustee or employee in defending or settling any claim or proceeding relating to any such liability; or

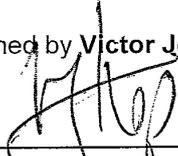
36.3 costs incurred by the Trustee or employee in defending any criminal proceedings in which he or she is acquitted.

37 Interests Register

The Trustees are to ensure that particulars of any indemnity given to, or insurance effected for, any Trustee or employee of the Trust are entered in the Interests Register as soon as practicable.

EXECUTED AS A DEED 01/01/06

Signed by **Victor John Klap**



in the presence of:



Name: Jeanette Mills
Occupation: Executive Assistant
Address: IPA Council of NZ Inc
59 Frobisher St
Island Bay
Wellington

Signed by **Catherine Joy Taylor**



in the presence of:

David Waters

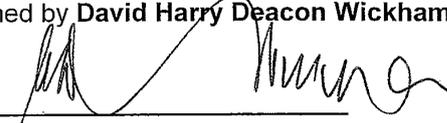
Name: DAVID WATERS
Occupation: CHIEF EXECUTIVE
Address: Ambulance New Zealand
208 OHARIU VALLEY RD
OHARIU VALLEY
WELLINGTON

Signed by **Reece Edward Mead**

in the presence of:

Name:
Occupation:
Address:

Signed by **David Harry Deacon Wickham**

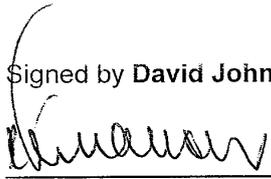


in the presence of:

D. Waters

Name: DAVID WATERS
Occupation: CHIEF EXECUTIVE
Address: 208 OHARIU VALLEY Rd
OHARIU VALLEY
Wellington

Signed by **David John Swallow**

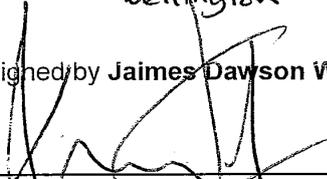


in the presence of:

D. Waters

Name: DAVID WATERS
Occupation: CHIEF EXECUTIVE
Address: 208 OHARIU VALLEY Rd
OHARIU VALLEY
WELLINGTON

Signed by **Jaimes Dawson Wood**



in the presence of:

C. E. DeaSTAR

Name: Christine Elizabeth DeaSTAR
Occupation: PA to CE
Address: 11 Seapa Terrace
Karori
Wellington

Dated in Wellington on _____

F2/1

Form 2

Entity details

1 Legal name of the entity.

AMBULANCE NEW ZEALAND

2 Charitable entity registration number if the entity is registered under the Charities Act 2005.

1266431

Officer details

3 Full name of officer.

Individual officer

Given or first name: DAVID

Surname or family name(s): SWALLOW

or

Body corporate

Name of body corporate:

4 Position held in the entity.

CHAIRMAN / TRUSTEE

5 Date of appointment to position.

Day Month Year

24 / 10 / 2002

- For an officer of an entity in the process of being registered with the Charities Commission either:
 - use the date of appointment; or
 - if you do not know or can not ascertain the date, leave blank and the Charities Commission will use the date the entity is registered.
- For a new officer of an entity that is already registered, use the date of appointment only.

F2/1

Certification

I certify that the named officer (please tick one or both as applicable):

- is not disqualified from being an officer of a charitable entity in terms of section 16(2) of the Charities Act 2005.
- has been appointed as an officer under an Act, by the Governor-General, by the Governor-General in Council, or by a Minister.

Signature of officer or person completing this form on the officer's behalf

D. Waters

Full name of officer or person completing this form on the officer's behalf

DAVID WATERS

Date

05 / 02 / 07

Day Month Year

Please read the important information on the following page 

F2/1

Form 2

Entity details

1 Legal name of the entity.

AMBULANCE NEW ZEALAND

2 Charitable entity registration number if the entity is registered under the Charities Act 2005.

1266431

Officer details

3 Full name of officer.

Individual officer

Given or first name: JAIMES

Surname or family name(s): WOOD

or

Body corporate

Name of body corporate:

4 Position held in the entity.

TRUSTEE

5 Date of appointment to position.

Day Month Year
24 / 10 / 2002

- For an officer of an entity in the process of being registered with the Charities Commission either:
 - use the date of appointment; or
 - if you do not know or can not ascertain the date, leave blank and the Charities Commission will use the date the entity is registered.
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D. Waters

Full name of officer or person completing this form on the officer's behalf

DAVID WATERS

Date

05 / 02 / 2007

Day Month Year

Please read the important information on the following page 

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Entity details

1 Legal name of the entity.

AMBULANCE NEW ZEALAND

2 Charitable entity registration number if the entity is registered under the Charities Act 2005.

1266431

Officer details

3 Full name of officer.

Individual officer

Given or first name: DAVID

Surname or family name(s): WICKHAM

or

Body corporate

Name of body corporate:

4 Position held in the entity.

TRUSTEE

5 Date of appointment to position.

Day Month Year
27 / 08 / 2004

- For an officer of an entity in the process of being registered with the Charities Commission either:
 - use the date of appointment; or
 - if you do not know or can not ascertain the date, leave blank and the Charities Commission will use the date the entity is registered.
- For a new officer of an entity that is already registered, use the date of appointment only.

F2/1

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- has been appointed as an officer under an Act, by the Governor-General, by the Governor-General in Council, or by a Minister.

Signature of officer or person completing this form on the officer's behalf

D. Waters

Full name of officer or person completing this form on the officer's behalf

DAVID WATERS

Date

05 / 02 / 2007

Day Month Year

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Entity details

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AMBULANCE NEW ZEALAND

2 Charitable entity registration number if the entity is registered under the Charities Act 2005.

1266431

Officer details

3 Full name of officer.

Individual officer

Given or first name: GOWAN

Surname or family name(s): PICKERING

or

Body corporate

Name of body corporate:

4 Position held in the entity.

TRUSTEE

5 Date of appointment to position.

Day Month Year
01 / 01 / 2006

- For an officer of an entity in the process of being registered with the Charities Commission either:
 - use the date of appointment; or
 - if you do not know or can not ascertain the date, leave blank and the Charities Commission will use the date the entity is registered.
- For a new officer of an entity that is already registered, use the date of appointment only.

F2/1

Certification

I certify that the named officer (please tick one or both as applicable):

- is not disqualified from being an officer of a charitable entity in terms of section 16(2) of the Charities Act 2005.
- has been appointed as an officer under an Act, by the Governor-General, by the Governor-General in Council, or by a Minister.

Signature of officer or person completing this form on the officer's behalf

D. Waters

Full name of officer or person completing this form on the officer's behalf

DAVID WATERS

Date

05 / 02 / 2007

Day Month Year

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1 Legal name of the entity.

AMBULANCE NEW ZEALAND

2 Charitable entity registration number if the entity is registered under the Charities Act 2005.

1266431

Officer details

3 Full name of officer.

Individual officer

Given or first name: MARK

Surname or family name(s): MASTERS

or

Body corporate

Name of body corporate:

4 Position held in the entity.

TRUSTEE

5 Date of appointment to position.

Day Month Year

01 / 01 / 2006

- For an officer of an entity in the process of being registered with the Charities Commission either:
 - use the date of appointment; or
 - if you do not know or can not ascertain the date, leave blank and the Charities Commission will use the date the entity is registered.
- For a new officer of an entity that is already registered, use the date of appointment only.

F2/1

Certification

I certify that the named officer (please tick one or both as applicable):

- is not disqualified from being an officer of a charitable entity in terms of section 16(2) of the Charities Act 2005.
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Signature of officer or person completing this form on the officer's behalf

D. Waters

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DAVID WATERS

Date

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Day Month Year

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