Dated: 4 February **2019**

DEED OF CHARITABLE TRUST

FOR

VETERANS CRICKET NEW ZEALAND

Prepared by:

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VETERANS CRICKET NEW ZEALAND CHARITABLE TRUST DEED

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VETERANS CRICKET NEW ZEALAND TRUST DEED

THE PARTIES

The Settlor

1. **JOHN ANDREW DEAN** of Wellington, Solicitor

Initial Trustees

1. **JOHN ANDREW DEAN** of Wellington, Solicitor
2. **GRANT ANDREW AARON BAKER** of Wellington, Retired

BACKGROUND

A. The Settlor has been requested to establish and register under the Charities Act 2005 a Charitable Trust to be known as Veterans Cricket New Zealand and with the objects of Veterans Cricket New Zealand being set out in Clause 4 of this Deed.

B. The Settlor has paid the sum of $10.00 to the Trustees to be held on the trusts set out in this Deed.

C. The Initial Trustees have agreed to act as Trustees of Veterans Cricket New Zealand in accordance with the terms of this Deed.

PART 1 – ESTABLISHMENT, OBJECTIVES AND AUTHORITIES OF VETERANS CRICKET NEW ZEALAND

1. Interpretation

1.1. Entity includes any person(s) or entity, including any, company, corporation, society, firm, partnership, joint venture, association, organisation, trust, state, or agency of state (in each case whether or not having separate legal status).

1.2. Headings and marginal notes are included for convenience only and do not affect the interpretation of this Deed.

1.3. This Deed is binding upon all parties and their respective successors and permitted assigns.

1.4. Where the context permits words describing the singular includes the plural and vice versa and words imputing masculine, feminine or neuter gender includes all genders.

1.5. In this Deed, unless the context otherwise requires, any reference to any legislation includes a modification and re-enactment of that legislation or legislation enacted to substitution for any regulation, order in council and other instrument from time to time issued or made under that legislation.

2. Establishment of VETERANS CRICKET NEW ZEALAND

2.1. The Settlor accepts and confirms the Background set out above.

2.2. Veterans Cricket New Zealand shall comprise all Veterans Cricket New Zealand assets held from time to time, any services provided, and any income arising.

2.3. Veterans Cricket New Zealand's assets shall be held on trust by the Trustees and shall be managed and administered on the terms contained in this Deed.

2.4. Veterans Cricket New Zealand shall commence on the date of this Deed and shall continue until terminated in accordance with Clause 13.

3. Name of Veterans Cricket New Zealand Charitable Trust

3.1. The name of Veterans Cricket New Zealand Charitable Trust is " **VETERANS CRICKET NEW ZEALAND** ("VCNZ").

4. Objects of Veterans Cricket New Zealand Charitable Trust) ("the Objects")

4.1. The objects of Veterans Cricket New Zealand are those charitable objects and purposes which are recognised by the law and the High Court of New Zealand as being charitable, including to:

4.1.1 Promote, advance, cultivate, foster and control the game of cricket at all levels throughout New Zealand for persons above the age specified by the Board.

4.1.2 Advance education about cricket and cricket related skills amongst the New Zealand public, especially as to the health, fitness and physical wellbeing of participating in the game of cricket and sport in general.

4.1.3 Foster and promote the Spirit of Cricket.

4.1.4 Promote greater community awareness of veterans cricket and its contribution to the health, fitness and physical wellbeing of the community.

4.1.5 Facilitate and promote and play matches and championships at various levels.

4.1.6 Select representative teams for such purposes as the Board deems appropriate.

4.1.7 Approve, endorse and support any official tours that the Board believes enhances the cricket experience of this age group.

4.1.8 Promote social interaction in keeping with the traditions of cricket.

4.1.9 Ensure that those persons and entities supported by Veterans Cricket New Zealand are equipped in life with the essential skills and expertise

to participate effectively in the sporting, knowledge and information economy and technological advances in those areas of life which are supported by Veterans Cricket New Zealand.

4.1.10 To liaise with Cricket New Zealand and the various Major Associations of New Zealand and any other group consistent with conducting any of these objects.

4.1.11 To do all things and acts that will assist, promote and further the objects and interests of Veterans Cricket New Zealand.

4.1.12 Make provision from time to time from Veteran Cricket New Zealand's Trust capital or income in Veterans Cricket New Zealand's absolute discretion for any cricket entity or individual which has insolvent or who has become sick, or injured, or impoverished.

4.1.13 Promote the relief of sick, or injured, impotent or poor persons who have worked, or are working, in any cricket related area.

4.1.14 Establish and maintain connections and cooperate with organisations in New Zealand and overseas which the Trustees determine to be advantageous to Veterans Cricket New Zealand.

4.1.15 Solicit and raise funds and carry out activities which support and promote the work as defined in the Objects of Veterans Cricket New Zealand.

4.1.16 Ensure that, at all times Veterans Cricket New Zealand carries out what needs to be done to achieve the aims defined by these Objects.

4.1.17 Do any lawful act nationally and internationally which advances the above charitable aims.

5. Authorities of Veterans Cricket New Zealand

5.1. Subject to the provisions of this Deed, but in particular Clauses 5.3 and 5.4, the Trustees shall have the authority to govern Veterans Cricket New Zealand and manage Veterans Cricket New Zealand's assets as if they are the absolute and beneficial owners of Veterans Cricket New Zealand assets.

5.2. Without limiting the wide authorities conferred by Clause 5.1, the Trustees shall have full and absolute authority to carry out the following activities on behalf of Veterans Cricket New Zealand:

5.2.1. Enter into management agreements and other contracts with any entity for the purpose of organising and operating any activities in furtherance of the Objects of the Veterans Cricket New Zealand.

5.2.2. Enter into lease arrangements or other contracts for the management of assets services in the furtherance of the Objects of the Veterans Cricket New Zealand.

5.2.3. Purchase, sell, lease or otherwise deal with assets and services on behalf of the Veterans Cricket New Zealand.

5.2.4. Carry out and pay for repairs and improvements relating to Veterans Cricket New Zealand Assets and Services.

5.2.5. Insure any Veterans Cricket New Zealand Assets, Trustees and staff for such amounts and on such conditions as the Trustees determine from time to time.

5.2.6. Instruct agents and consultants to act in relation to Trusts Assets or assets intended to be acquired by the Veterans Cricket New Zealand.

5.2.7. Enter into and perform contracts or other rights relating to any part or all of Veterans Cricket New Zealand's existing or proposed assets and services.

5.2.8. Enter into any arrangements with the Government, public bodies, or other authorities to obtain rights, authorities, concessions or clearances and to give undertakings binding upon Veterans Cricket New Zealand in order to exercise and comply with any of the same.

5.2.9. Employ, engage or contract with upon such terms and conditions as to salary, remuneration, contract, payment or other consideration any employee, agent, adviser or other person (including any person who is a Trustee) upon such terms as the Trustees deem expedient provided that any payment to a Trustee must be fair and reasonable for the services provided.

5.2.10. Participate in the rights and obligations, including obligations to contribute in any manner to the liabilities of the parties, under any partnership, joint venture, or other agreement relating to Charitable Trust Assets and services or to act as the operator or one of the operators under any such agreement which relates to Charitable Trust Assets.

5.2.11. Perform and enforce agreements.

5.2.12. Determine whether any money or other Charitable Trust Asset is capital or income and what expenses ought to be paid out of income and capital respectively, with such determinations or apportionment to be final and binding on all persons interested in Veterans Cricket New Zealand, provided that such determinations are made in good faith and in accordance with the requirements of this Deed.

5.2.13. Place, or permit to be placed, any Charitable Trust Assets and services in the name of any agent or nominee for such period or periods as the Trustees may determine.

5.2.14. If required, appoint a custodian trustee for all or part of Veterans Cricket New Zealand Assets and services and to terminate any such appointment.

5.2.15. Open a bank account or accounts in the name of Veterans Cricket New Zealand and operate that account in accordance with the Schedule.

5.2.16. To publicise the Objects and activities of Veterans Cricket New Zealand through the internet or other technological means; including social media, advertising, circulars, brochures, and periodicals whether by using paper or digital communication.

5.2.17. Receive donations and seek and obtain grants and other forms of sponsorship.

5.2.18. Pay all or any of the expenses incurred in connection with the incorporation and establishment of Veterans Cricket New Zealand or otherwise in accordance with the Schedule.

5.2.19. Coordinate and manage modifications to the Trust Deed which will enable Veterans Cricket New Zealand to carry out or improve any of its Objects or will achieve any other purpose which the Trustees consider expedient or beneficial for Veterans Cricket New Zealand.

5.2.20. Enter into arrangements with other trusts for those trusts to provide services to Veterans Cricket New Zealand.

5.2.21. To charge membership fees and to recover the costs of providing services by Veterans Cricket New Zealand to members and third parties in pursuance of the Objects.

5.2.22. To make any Policies and Rules for the management and administration of Veterans Cricket New Zealand which are not inconsistent with the Objects.

5.2.23. To do all such other things as in the opinion of the Trustees may be incidental or conducive to the attainment of any of the foregoing Objects or the exercise of any of the foregoing authorities.

5.3. The Trustees shall also have the following additional authorities, but will not exercise any of the following authorities unless the exercise of the authority is authorised by Special Resolution or contingent upon the passing of a Special Resolution:

5.3.1. Lend money whether secured or unsecured to further the Objects of Veterans Cricket New Zealand.

5.3.2. Borrow or raise money whether unsecured or secured.

5.3.3. Create, grant, renew, alter, or vary any mortgage, charge, or other encumbrance over the whole or any part of Veterans Cricket New Zealand Assets for the purposes of Veterans Cricket New Zealand and upon such terms and conditions as the Trustees may determine.

5.3.4. Agree to the release, modification or variation of any rights, privileges or liabilities of any Charitable Trust Assets or services from time to time or any securities given in relation thereto.

5.3.5. Institute, prosecute, and defend legal proceedings.

5.3.6. Invest in pooled or mixed forms of investment in common with other investors, provided that such arrangements are beneficial to Veterans Cricket New Zealand.

5.3.7. Incorporate any company or to purchase, establish and carry on any business or shares in a company or other commercial venture for the purposes of benefiting Veterans Cricket New Zealand.

5.3.8. Make donations and grant sponsorships, provided that they are in every case beneficial to and further the Objects of Veterans Cricket New Zealand.

5.4. The Trustees may not enter into a Major Transaction unless the Major Transaction is:

5.4.1. Authorised by Special Resolution; or

5.4.2. Contingent upon the passing of a Special Resolution.

5.5. Trustees Responsibilities

5.5.1. The Trustees shall have overall responsibility for the governance of Veterans Cricket New Zealand, and if required shall appoint a Chief Executive or other suitable manager who will be responsible for the management and administration of Veterans Cricket New Zealand.

5.5.2. The Trustees will perform all of their responsibilities under this deed in a prudent manner and shall exercise the care, diligence and skill that a prudent person of business would exercise in managing the affairs of others.

5.5.3. The Trustees shall devote adequate and sufficient time, attention and resources to carry out their obligations under this deed to ensure Veterans Cricket New Zealand achieves its objectives.

5.5.4. The Trustees shall only act in accordance with the Objects of Veterans Cricket New Zealand.

5.6. Trustees Declaration of Interest

5.6.1. A Trustee shall be deemed to have an interest in any matter in which he or she would reasonably be regarded as likely to be influenced materially for reasons of personal advantage or the advantage of business or family associates.

5.6.2. It shall be the duty of a Trustee who is in any way directly or indirectly interested in any contract or arrangement with the Trustees to formally declare the nature of his or her interest at a meeting of the Trustees, but failure to do so shall not disqualify the Trustee or invalidate the contract, proposed contract or any other matter in which the interest lies.

5.6.3. A Trustee who is so interested shall not be entitled to vote on any issue related to the contract, proposed contract or other matter in which the interest lies.

5.6.4. If any question shall arise at any meeting as to the materiality of a Trustee's interest or as to the entitlement of any Trustee to vote and that question is not resolved by the Trustee voluntarily agreeing to abstain from voting, the matter shall be referred to the Chairperson of the meeting and his or her ruling in relation to any such Trustee shall be final and conclusive.

6. Transactions with Related Parties

6.1. The Trustees may:

6.1.1. Sell, purchase or otherwise dispose of or acquire any Charitable Trust Asset or service to or from any Related Party; or

6.1.2. Enter into any contract, agreement or other arrangement with any Related Party to provide management, administration or other services for Veterans Cricket New Zealand; or

6.1.3. Enter into any other transaction with any Related Party in relation to Veterans Cricket New Zealand; or

6.1.4. Invest or lodge any Charitable Trust Assets which comprise cash with any Related Party;

provided that the Trustees are of the opinion in good faith that the particular transaction is on reasonable commercial terms and is in the best interest of Veterans Cricket New Zealand.

6.2. Prohibition of Benefit or Advantages by Related Parties

6.2.1. In the carrying on of any business under this deed, and in the exercise of any power authorising the remuneration of Trustees, there shall be no accrued benefit, advantage or income to any Related Party if that party is able to directly or indirectly determine or influence the:

6.2.1.1. nature or amount of that benefit, advantage or income, and/or

6.2.1.2. the circumstances in which that benefit, advantage or income is or can be received, gained, achieved or desired.

7. Trustees' Indemnity and Liability

7.1. The Trustees shall not be liable for:

7.1.1. Any losses in the carrying out of their legal responsibilities except losses arising from their own dishonesty, wilful default, wilful breach of trust, or gross negligence; or

7.1.2. Any act or acts or attempted act done in exercise of or pursuant to any trust, authority or discretion vested in them by this Deed; or

7.1.3. Any omission or omissions or non-exercise in respect of any trust, authority or discretion of the Trustee under this Deed.

7.2. The Trustees and every person acting on behalf of the Trustees shall be indemnified out of Veterans Cricket New Zealand's Assets against all liabilities and expenses incurred by them in the exercise or attempted exercise of the authorities and discretions vested in the Trustees pursuant to this Deed and in respect of any matter or thing done or omitted to be done in any way relating to this Deed and Veterans Cricket New Zealand.

7.3. This indemnity shall extend to any payments made to any person whom the Trustees believe to be entitled to even though it may be subsequently found that the person was not in fact entitled. The Trustees shall have a lien or charge on Veterans Cricket New Zealand Assets or services and may retain

and pay out of any moneys in Veterans Cricket New Zealand all sums and amounts necessary to give effect to this indemnity.

7.4. The liability of the Trustees in connection with this Deed or at law shall at all times be limited to Veterans Cricket New Zealand Assets and services.

8. Delegation by Trustees

8.1. The Trustees shall have, to the extent permitted by law, authority to delegate to any one or more Trustees, the person appointed as Chief Executive or manager of Veterans Cricket New Zealand, any Charitable Trust member, or to any attorney, agent or other person nominated or appointed by the Trustees, all or any of the authorities and discretions exercisable by the Trustees under this Deed but without in any way releasing the Trustees from their obligations under this Deed.

8.2. Without in any way affecting the generality of the foregoing the Trustees may in exercising this power of delegation:

8.2.1. By power of attorney appoint any person to be the attorney or agent of the Trustees for such purposes and with such authorities or discretions as the Trustees think fit with power for the attorney or agent to sub-delegate any such authorities or discretions.

8.2.2. Appoint by writing or otherwise any person to be agent or sub-agent of the Trustees as the Trustees may think necessary or proper for such purposes and with such authorities and discretions (not exceeding those vested in the Trustees) as they think fit and to supersede or suspend any such agent or sub-agent for any reason as the Trustees think sufficient.

8.3. The Trustees shall be entitled to delegate any of their authorities and duties under this Deed to any committee or committees consisting of such of the Trustees and other appointed persons as the Trustees may establish for a specified purpose.

9. Incorporation under the Charities Act 2005

9.1. The Trustees shall forthwith after the execution of this Deed apply for incorporation under the Charities Act 2005 and the Trustees are authorised to make such application on behalf of Veterans Cricket New Zealand.

9.2. Upon incorporation of this Charitable Trust in accordance with Clause 9.1 the Trustees shall procure a common seal for Veterans Cricket New Zealand and shall provide for its custody. Any documents required to be signed under the common seal shall be attested by any two Trustees.

10. Income of Veterans Cricket New Zealand

10.1. Veterans Cricket New Zealand may seek capital and/or income to support the activities of Veterans Cricket New Zealand from a variety of sources, including but not limited to the following:

10.1.1. Donations, bequests and grants.

10.1.2. Sale of Veterans Cricket New Zealand's Assets.

10.1.3. Contributions from commercial activities established to support and sustain the activities of Veterans Cricket New Zealand.

10.2. The Trustees may with respect to all or any part of the income arising from Veterans Cricket New Zealand activities for each Financial Year:

10.2.1. Pay, apply, or appropriate from income (to the extent income is available) all expenses and other charges and provisions ordinarily met from income;

10.2.2. Make, retain or charge against income any payments, reserves or provisions necessary or desirable for the proper administration and maintenance of Veterans Cricket New Zealand and Veterans Cricket New Zealand Fund including any appropriate reserves for capital works which the Trustees consider desirable to achieve the Objects of Veterans Cricket New Zealand;

10.2.3. Reduce or repay any loans or liabilities of Veterans Cricket New Zealand; and

10.2.4. Pay, apply or appropriate from income such amount as the Trustees decide for or towards one or more of the Objects of Veterans Cricket New Zealand.

10.3. Any income of any Financial Year not dealt with under Clause 10.2 shall be accumulated and added to the capital of Veterans Cricket New Zealand.

10.4. Veterans Cricket New Zealand Capital

10.4.1. At any time the Trustees may pay, apply or appropriate as much of the capital of Veterans Cricket New Zealand's funds towards one or more of the Objects of Veterans Cricket New Zealand.

10.4.2. If the Trustees provide for more than one or such Object then each Object shall be treated equally.

10.4.3. Any payment, application or appropriation of Veterans Cricket New Zealand capital may be made either in addition to or in place of any payment, application or appropriation of income obtained from other sources.

10.5. Receipts

10.5.1. Veterans Cricket New Zealand funds paid out to any body or institution may be paid to any responsible officer or member of the body or institution concerned who is recognised as having responsibility for that body or institution.

10.5.2. The receipt received from that officer or member shall be a full discharge to the Trustees who shall not be bound to see the further application of the funds.

11. Accounts and Review or Audit

11.1. Veterans Cricket New Zealand shall not be operated at any time in a manner which results or will result in Veterans Cricket New Zealand making a loss in any Financial Year.

11.2. The Trustees shall approve in advance detailed budgets for each Financial Year, shall monitor expenditure against the approved budget, and shall approve any changes required in the course of the Financial Year,

11.3. Veterans Cricket New Zealand shall at all times keep accurate and proper account records relating to Veterans Cricket New Zealand including a record of all sums of money received and expended by or on behalf of Veterans Cricket New Zealand.

11.4. At the end of each financial year the Trustees shall prepare accounts for Veterans Cricket New Zealand which comply with the requirements of the Financial Reporting Act 2013 and subsequent amendments, or with any other generally accepted accounting practices which from time to time may replace that Act and will, if the trustees by special resolution so resolve, have those accounts reviewed or audited by an independent qualified accountant who shall be appointed as required by the Trustees.

11.5. The reviewer or auditor shall certify whether the financial statements are properly drawn up and give a true and fair view of the financial affairs of Veterans Cricket New Zealand for the Financial Year.

11.6. The Trustees shall submit promptly on completion the annual accounts and other annual reports, with an review or audit report if so resolved, to the Annual General Meeting of Veterans Cricket New Zealand.

11.7. Remuneration and Expenses

11.7.1. Each Trustee may be entitled to remuneration for his or her services as a Trustee as may be fair and reasonable having regard to his or her duties and responsibilities; and

11.7.2. Each Trustee shall be indemnified against and reimbursed for fair and reasonable expenditure incurred by him or her on behalf of the trust, including travelling, accommodation and other expenses properly incurred in attending to and returning from meetings or in connection with Veterans Cricket New Zealand.

11.7.3. The Trustees may pay reasonable and proper remuneration to any employee, agent, contractor or other servant of Veterans Cricket New Zealand (whether a Trustee or not) in return for services actually rendered to Veterans Cricket New Zealand.

11.7.4. In every case the payments in subclauses 1, 2 and 3 above must be approved in advance by the Trustees.

11.7.5. The Trustees shall be entitled to take out a Trustees' indemnity and liability insurance policy or policies in relation to the Trustees and any person employed by the Trustees and to pay premiums in respect of that policy or those policies out of Veterans Cricket New Zealand Fund.

11.7.6. Indemnities and liability insurance cover for agents, consultants or other parties shall be the responsibility of those agents, consultants or other parties.

11.7.7. The Trustees shall, in accordance with the review or auditing and financial reporting clauses show the amount of any remuneration or fees charged by any Trustee or any firm representing the Trustee and the amount of any premiums paid out of Charitable Trust funds for any Trustees' indemnity insurance separately in the financial statements.

12. Alterations to the Deed

12.1. The Trustees may from time to time by amending deed or other instrument propose minor alterations, deletions or additions to any of the clauses or other terms of this Deed, subject to:

12.1.1. The amendments shall not be prejudicial to the legal charitable status of Veterans Cricket New Zealand; and

12.1.2. The amendments do not vary the Clauses relating to the Objects, remuneration for services, reimbursement for expenditure, alteration to deed, and winding-up of Veterans Cricket New Zealand.

12.2. Any amendment to this Deed shall require a Special Resolution approved by a simple majority of Trustees present in accordance with Part II of this Deed.

13. Winding Up of Veterans Cricket New Zealand

13.1. Veterans Cricket New Zealand shall terminate and be wound up and dissolved if:

13.1.1. The Trustees present resolve by Special Resolution at a Special General or Annual General Meeting that Veterans Cricket New Zealand shall be wound up; or

13.1.2. Veterans Cricket New Zealand is wound up by law.

13.2. Every resolution to wind up Veterans Cricket New Zealand shall specify an effective termination date of Veterans Cricket New Zealand and thereafter the Trustees shall realise or dispose of Veterans Cricket New Zealand Assets and services as soon as reasonably practicable in accordance with this clause.

13.3. Veterans Cricket New Zealand Assets or the proceeds resulting from their disposal shall be applied by the Trustees upon a winding up in the following order of priority and manner:

13.3.1. First in meeting all costs, expenses and liabilities of Veterans Cricket New Zealand including the costs and expenses of winding up Veterans Cricket New Zealand and setting aside any amount that the Trustees consider necessary or desirable in respect of any contingent liability of Veterans Cricket New Zealand.

13.3.2. Secondly, in the payment or distribution (by instalments if the Trustees consider appropriate) of the balance to or for the benefit of Veterans Cricket New Zealand or such replacement trust or body or such other Charitable Purpose or Charitable Purposes as the Trustees shall determine.

13.4. Subject to the provisions of Clause 13.3, on winding up no part of Veterans Cricket New Zealand's funds shall be paid, applied or transferred except in

accordance with the Objects of Veterans Cricket New Zealand, and no private pecuniary profit, benefit or advantage shall be made to any person from Veterans Cricket New Zealand, except in accordance with all remuneration and expenses clauses.

14. Major Sponsors

14.1. The Trustees may appoint Major Sponsors for Veterans Cricket New Zealand. Any Major Sponsor shall make a donation, grant, gift or other payment with a substantial monetary value as determined by the Trustees.

14.2. The Major Sponsors shall have such rights as the Trustees may determine which shall be recorded in the sponsor agreement.

14.3. Notwithstanding the provisions of Clause 14.2, Major Sponsors shall not have:

14.3.1. Any right or privilege of a pecuniary nature,

14.3.2. The right to publish or apply Veterans Cricket New Zealand name and/or logo unless this is agreed in the sponsor agreement.

14.3.3. Any rights to Veterans Cricket New Zealand Assets.

PART 2 – PROCEEDINGS OF TRUSTEES

15. Appointment of Trustees

15.1. The Trustees at the date of execution of this Deed are those set out on the first page of this Deed ("the Initial Trustees"). Subject to Clauses 15.2 to 15.6, subsequent Trustees shall be appointed by the Trustees in the manner set out in this Deed.

15.2. There shall be a minimum of six (6) and a maximum of eight (8) Trustees.

15.3. Trustees shall be appointed to serve for a three-year term. Outgoing Trustees shall be eligible for re-appointment.

15.4. The Trustees in their discretion may from time to time appoint a representantive from each of the respective Major Cricket Associations as defined by New Zealand Cricket to act as a Trustee.

15.5. The Trustees in their discretion may from time to time appoint a representantive from one of the respective District Cricket Associations as defined by New Zealand Cricket to act as a Trustee.

15.6. Nominations for Trustees may be called for publicly and encouraged from persons who are likely to assist in the fulfilment of the Objects of Veterans Cricket New Zealand. Trustees shall normally be appointed by a simple majority vote of the Trustees present at a Special General or Annual General Meeting.

15.7. If the number of Trustees at any time is lower than the minimum permitted under this Deed (through retirement or other eventuality) the Trustees shall call for nominations to fill the vacancies and/or fill the vacancies as they see fit. Persons appointed to fill vacancies shall be appointed by the Trustees, shall be called Interim Trustees, and shall hold office until the next Annual

General Meeting when their appointment shall be confirmed or rescinded by a vote of the Trustees present.

15.8. Up to three (3) Trustees may be appointed in accordance with Clause 15.7 between consecutive Annual General Meetings.

16. Advisory Trustees

16.1. In addition to the Trustees there may be up to three (3) Advisory Trustees ("Advisory Trustees") appointed by the Trustees from time to time. The Trustees may appoint a person to the position of Advisory Trustee until the next available Special General or Annual General Meeting, provided that such appointments shall be for no longer than two years.

16.2. The core criteria for the appointment of an Advisory Trustee shall be:

16.2.1. They are representative of part of New Zealand's cricket community; and/or

16.2.2. Have a proven affinity for the Objects of Veterans Cricket New Zealand; and/or

16.2.3. Have the requisite business or professional skills to assist Veterans Cricket New Zealand; and/or

16.2.4. Are a Major Sponsor.

16.3. Advisory Trustees may attend but shall not have voting rights at Veterans Cricket New Zealand meetings.

17. Removal of Trustees and Appointment of New Trustees

17.1. Termination of Office

17.1.1. The position held by a trustee shall become vacant if that Trustee:

17.1.1.1. Resigns.

17.1.1.2. Dies.

17.1.1.3. Becomes bankrupt.

17.1.1.4. Becomes of unsound mind.

17.1.1.5. Refuses to act;

17.1.1.6. Has come to the end of his or her term of office and has not been reappointed.

17.1.1.7. Is removed from office pursuant to clause 17.1.2.

17.1.1.8. Is for any reason unable in the opinion of a simple majority of Trustees to perform the duties of a Trustee satisfactorily.

17.1.1.9. A Trustee fails to participate in the business of Veterans Cricket New Zealand over a period of at least four consecutive months without having previously obtained special leave from the Trustees.

17.1.2. The following persons may be removed from office by resolution of a majority of the other Trustees then holding office, and shall not be capable of being appointed or reappointed as a Trustee or Advisory Trustee:

17.1.2.1. an individual who is an undischarged bankrupt:

17.1.2.2. an individual who is under the age of 16 years:

17.1.2.3. an individual who, or a body corporate that, has been convicted of a crime involving dishonesty (within the meaning of section 2(1) of the Crimes Act 1961) and has been sentenced for that crime within the last 7 years:

17.1.2.4. an individual who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Securities Act 1978, the Securities Markets Act 1988, or the Takeovers Act 1993:

17.1.2.5. an individual who, or a body corporate that, is disqualified from being an officer of a charitable entity under section 31(4) of the Charities Act 2005:

17.1.2.6. an individual who is subject to a property order made under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of that Act:

17.1.2.7. a body corporate which is being wound up, is in liquidation or receivership, or is subject to statutory management under the Corporations (Investigation and Management) Act 1989:

17.1.2.8. in relation to any particular entity, an individual who, or a body corporate which, does not comply with any qualifications for officers contained in the rules of this Charitable Trust, unless a waiver is granted by the Trustees and the Charities Commission

17.2. Record of Appointment or Removal

17.2.1. The Trustees shall record all Trustees and Advisory Trustee appointments and retirements and/or vacancies in the minutes of Veterans Cricket New Zealand, and shall maintain a register containing at least the following details:

17.2.1.1. Name of the appointed person;

17.2.1.2. Date of appointment and date the appointment was confirmed at a Special General or Annual General Meeting;

17.2.1.3. Date the appointment ended;

17.2.1.4. Date of removal from the office of Trustee (if applicable).

17.3. The minutes of Veterans Cricket New Zealand and the record in the register shall be conclusive evidence of the appointment or removal of a Trustee or Advisory Trustee.

17.4. Appointment of New Trustees

17.4.1. Subject to Clause 15, Trustees shall be appointed by the Trustees present at a Special General or Annual General Meeting.

17.4.2. Interim Trustees shall be appointed by a simple majority vote of the elected Trustees.

17.4.3. Candidates shall have an appropriate range and balance of skills and experience, having regard to the following criteria:

17.4.3.1. Interest in furthering Veterans Cricket New Zealand's objects;

17.4.3.2. Demonstrable experience in trust and corporate governance and financial control;

17.4.3.3. The absence of any clear and irreconcilable conflict of interest;

17.4.3.4. Practical experience in setting strategies and monitoring performance;

17.4.3.5. An understanding and commitment to the Objects of Veterans Cricket New Zealand; and

17.4.3.6. The Treaty of Waitangi.

18. Appointment of Chairperson

18.1. Veterans Cricket New Zealand shall have a Chairperson who shall be a Trustee and shall be elected by the Trustees present at an Annual General Meeting.

18.2. The Chairperson shall serve for three (3) years and no more than two consecutive terms.

18.3. Any retiring chairperson shall have the right to stand for re-election.

18.4. If the Chairperson is unable for any reason to perform the chairperson's duties then the Trustees may elect an acting chairperson who shall serve in that capacity until the next available Special General or Annual General Meeting.

19. Trustee Meetings

19.1. Trustees shall meet formally to transact Veterans Cricket New Zealand business six monthly in February and August. Meetings may be adjourned or otherwise regulated as determined by the Trustees.

19.2. The Chairperson shall preside at all Trustee meetings or, in the absence of the Chairperson for a meeting the Trustees may elect one of the members present to preside over that meeting.

19.3. The Board Secretary shall be responsible for ensuring that all Veterans Cricket New Zealand meetings are conducted in accordance with this Deed and in particular the Objects of Veterans Cricket New Zealand.

19.4. At Charitable Trust meetings, including Trustee meetings :

19.4.1. No business shall be transacted unless the requisite quorum is present at commencement of business.

19.4.2. The quorum for the transaction of any business (an "Ordinary Resolution") at a Trustees meeting shall be not less than one third of the Trustees, provided that the minimum number of Trustees to be the quorum shall be three Trustees.

19.4.3. Notices of Ordinary Resolutions shall be circulated to all Trustees at least three (3) days before the next Trustee meeting.

19.4.4. A resolution put to the vote of a meeting shall be decided on a show of hands. On a show of hands each Trustee present in person or represented by a proxy vote shall have one vote only. The chairperson shall not have a second or casting vote A motion for resolution put to the vote at a Trustees' meeting shall be decided by consensus. On a show of hands each Trustee present in person or represented by a proxy vote shall have one vote only. When a consensus decision cannot be reached on a motion proposed by any Trustee, it shall, unless otherwise specified in this Deed, be put as a motion to be decided by a majority of votes. If the voting is tied, the motion shall be lost. The chairperson shall not have a second or casting vote.

19.4.5.

19.4.6. A declaration by the chairperson that a resolution has been carried shall be conclusive evidence of the fact, and the result shall be recorded in the minutes of the meeting.

19.5. Where any Trustee has been engaged by Veterans Cricket New Zealand to carry out consultancy or other services for Veterans Cricket New Zealand, whether paid or not, which could result in the Trustee receiving a financial benefit for such services then that Trustee shall not be entitled to vote on any resolution to carry out any proposal for Veterans Cricket New Zealand recommended by the Trustee.

19.6. An act or decision of the Trustees shall not be invalid by reason only of:

19.6.1. a fault, default or irregularity in or in connection with the appointment of a Trustee; or

19.6.2. a vacancy in the number of the Trustees including a vacancy arising because of the failure to appoint a Trustee; or

19.6.3. the accidental omission to give notice to or the non-receipt of a notice by any Trustee.

19.7. The proceedings and decisions on items discussed at Trustee meetings, including the mover, seconder and the outcome of the vote shall be recorded in the minutes of that meeting. The minutes must be reviewed and confirmed at the next Trustee meeting and shall then be signed by the Chairperson or the Trustee appointed to preside over that meeting.

19.8. Minutes signed by the Chairperson or the Trustee presiding in the absence of the Chairperson shall be prima face evidence of the matters contained in such minutes.

20. Annual General and Special General Meetings

20.1. At least one Annual General Meeting shall be called by the Trustees each year. The agenda for these meetings shall include but shall not be limited to:

20.1.1. Reviewing and confirming the minutes of the previous Annual General Meeting.

20.1.2. Reviewing and confirming the minutes of any Special General Meetings conducted since the previous Annual General Meeting.

20.1.3. Receiving and accepting the Chairperson's Annual Report.

20.1.4. Receiving and adopting the the reviewed or audited Annual Accounts and the reviewer or auditor's report.

20.1.5. Receive nominations for, and approve the appointment of the Chairperson, Board Secretary, Interim Trustees, and new Trustees.

20.1.6. Consider and approve proposed amendments to this Deed.

20.1.7. Consider any Special Resolutions which have been documented in advance of the Annual General Meeting

20.2. Special General Meetings may be called at any time by not less than three (3) Trustees to address one or more specific matters, and at least seven (7) days prior notice sent to the Trustees. The minutes of these meetings shall record each proposal, the discussion and decision.

20.3. Resolutions at Special General and Annual Meetings which includes Special Resolutions shall require the supporting vote of not less than 80% of the Trustees present plus any proxy votes in favour of the resolution.

21. Resolutions in Lieu of Meetings

21.1. An Ordinary Resolution concerning a specific matter may be considered by the Trustees "out-of-session".

21.2. Such resolutions must be agreed by letter, email or other written manner, by a simple majority of the elected Trustees and shall be valid and effective as if they had been passed at a formal meeting of Trustees.

21.3. Resolutions "out-of-session" must be affirmed at the next Trustee meeting.

22. Proxy Votes

22.1. A Trustee may exercise the right to vote either by being present in person or by proxy. Only an existing Trustee of Veterans Cricket New Zealand may be appointed as a proxy.

22.2. The appointed proxy is entitled to attend and be heard at a meeting of Trustees as if the proxy were the Trustee.

22.3. Notices appointing a proxy shall state whether the nominated Trustee is for a particular meeting and for which item, and must be submitted to the Board Secretary not less than 24 hours before the start of the meeting at which the item(s) are to be discussed.

23. Teleconference Meetings of Trustees

23.1. The linking together by Teleconference of a number of Trustees not less than the required quorum shall be deemed to constitute a meeting of the Trustees. The process used for such meeting may utilise hardware or software such as FaceTime, Skype, Go to Meetings, or other similar and suitable digital or electronic process available at the time.

23.2. All the provisions of this Deed in respect of such meetings shall apply so long as the following conditions are met:

23.2.1. All Trustees must be notified of the Teleconference at least five (5) working days prior to the meeting.

23.2.2. Each Trustee taking part in a Teleconference must be able to hear each of the Trustees and communicate with each of the Trustees taking part in the meeting.

23.2.3. At the commencement of the Teleconference each Trustee must confirm their presence to all Trustees taking part.

23.2.4. Veterans Cricket New Zealand shall already have in place documented procedures for conducting Teleconferences.

24. Service of Notices

24.1. Notices shall be deemed served by one party upon another party:

24.1.1. If posted, 2 days following posting;

24.1.2. If delivered personally, on the date of service; or

24.1.3. If sent by email, facsimile or other electronic device, on the day following the date of transmission.

25. Definitions

"Charitable Purpose" means any purpose which in accordance with the law of New Zealand is a charitable purpose for the benefit of the people of New Zealand.

"Council" means any local body.

"Deed" means this deed including any schedules and any amendments as amended from time to time in accordance with the authorities contained herein.

"Executive" means two or more Trustees appointed to carry out specific tasks on behalf of Veterans Cricket New Zealand, the terms of which have been previously confirmed in writing by the elected Trustees.

"Interim Trustees" means Trustees appointed to fill vacancies in accordance with Clause 15.7.

"Internet Website" means a website on the world wide web.

"Major Sponsor" means an individual or corporation making a contribution with a substantial monetary value to Veterans Cricket New Zealand to assist Veterans Cricket New Zealand in its work.

"Major Transaction" means a transaction, undertaking, agreement or arrangement that has or is likely to have the effect of the Trustees acquiring rights or interests or incurring obligations or liabilities the value of which are more than 25% of the value of Veterans Cricket New Zealand Assets at that time.

"Objects" means the objects of Veterans Cricket New Zealand as stated in Clause 4.

"Ordinary Resolution" means any resolution on governance and management matters discussed in the course of Trustee meetings.

"Policies and Rules" means any policies and rules made by the Trustees from time to time for the management and operation of Veterans Cricket New Zealand.

"Special Resolution" means a special resolution of Trustees passed in accordance with Clauses 20.3.

"Teleconference" means any meeting conducted by telephone, video, or other means of electronic communication, including any method of information transmission by any means whatsoever where all those attending the meeting are logged in as present and able to contemporaneously send and receive communications.

"Trustees" means the trustees of Veterans Cricket New Zealand described in Clause 15 and as removed or appointed under this Deed from time to time.

"Charitable Trust" means Veterans Cricket New Zealand established by this Deed and known as Veterans Cricket New Zealand.

"Veterans Cricket New Zealand Assets" means all money, investment, property and assets from time to time owned or held by Veterans Cricket New Zealand.

"Working Day" means a day in which the trading banks are open for business in Wellington".

SCHEDULE ONE - FINANCIAL REQUIREMENTS

Funds, Property and Accounts

1. The assets including funds belonging to Veterans Cricket New Zealand shall be applied in payment of all expenses of and incidental to the carrying out of the Objects of Veterans Cricket New Zealand.

2. All moneys received by Veterans Cricket New Zealand shall be paid immediately into a bank account (of a bank registered in New Zealand) operating in the name of Veterans Cricket New Zealand; or be held in an account(s) under the direction of a Registered Financial Service Provider which must remain registered under the provisions of the Financial Service Providers (Registration and Dispute Resolution) Act 2008, and comply with the provisions of the Financial Advisers Act 2008.

3. All expenditure of Charitable Trust funds shall be made in accordance with the financial limits set in Veterans Cricket New Zealand's financial policies and the budget approved by the Trustees.

4. All payments including those made under the delegated authority of the Chief Executive (if appointed) or the Trustees if there is no Chief Executive shall be:

   4.1. made in accordance with Clauses 5 and 19 of the Trust Deed, as appropriate

   4.2. by internet banking or cheque with appropriate resolution previously signed by two trustees, and

   4.3. signed or transmitted via internet banking by person(s) with current signing authority lodged with Veterans Cricket New Zealand's bank.

5. The Chief Executive or Manager shall present to the Trustees at their meetings a statement of the financial position (income and expenditure), the current balance sheet, and a summary showing expenditure against the approved budget.

6. All accounts presented for payment shall be paid in accordance with resolution(s) signed by two trustees or otherwise authorised officials of Veterans Cricket New Zealand.

7. Surplus funds of Veterans Cricket New Zealand may from time to time be invested in term deposits with any bank registered in New Zealand, or other duly authorised financial institution.

8. Each year the Trustees shall ensure a register of Charitable Trust assets is updated.

9. Any investments on behalf of Veterans Cricket New Zealand shall be made with the due care, diligence and skill required of a prudent Trustee as determined by the Trustee Act 1956, and as guided by an appropriately qualified financial service provider and asset portfolio manager as consulted by the Trustees.

DATED this 6th day of February 2019

SIGNED BY SETTLOR AND TRUSTEE

JOHN ANDREW DEAN _____

In the presence of:

Witness Signature _____

Witness Name PAUL GINI

Witness Address WELLINGTON

Witness Occupation RETIRED

SIGNED BY TRUSTEE

GRANT ANDREW AARON BAKER _____

In the presence of:

Witness Signature _____

Witness Name PAUL GINI

Witness Address WELLINGTON

Witness Occupation RETIRED