

DEED made this 18th day of July 1994

TO ALL TO WHOM WHOSE PRESENTS SHALL COME the several persons whose hands and seal are set hereto SEND GREETING

1 WHEREAS the parties hereto are those whose names, addresses and descriptions are set forth in the schedule marked "A" and annexed hereto

AND WHEREAS the said parties deem it desirable and expedient that a Board of Trustees should be established to assist in the advancement and propagation of education and learning in New Zealand in relation to all aspects of the methods pioneered by Dr J L Moreno particularly called psychodrama, including but without limitation thereto, psychodrama, sociodrama, sociometry, role training, spontaneity training and group psychotherapy and to increase public awareness and knowledge of these methods.

AND WHEREAS the said parties have acquired and intend to acquire gifts of money and property expressly to facilitate the implementation of these purposes

AND WHEREAS the said parties deem it expedient to declare the Trusts upon which they hold such gifts of money and property

NOW THIS DEED WITNESSETH AND IT IS THEREBY DECLARED AND AGREED as follows:

1. INTERPRETATION

In the interpretation of these presents unless inconsistent with the subject or content:

- (a) The term "Trust" means the body constituted by these presents and to be incorporated under the Charitable Trusts Act 1957 pursuant to Clause 3 hereof.
- (b) The term "Trustees" means the Trustees for the time being of the Trust.
- (c) The term "Board" means the Board of Trustees.

- (d) 'AANZPA' means The Australian and Aotearoa New Zealand Psychodrama Association Incorporated.
- (e) The term "property" means the real and personal property from time to time belonging to or vested in or under the control or management of the Trustees or which shall in due course of law be vested in them.
- (f) "A special resolution of Trustees" means a resolution passed at a special meeting of the Trustees at which not less than two-thirds of the Trustees are present and vote in favour of that resolution and a "special meeting" means one where full details of the business to be discussed thereat and the text of any resolution to be proposed thereat are given in writing to each Trustee for the time being not less than 30 days before the date of that meeting.
- (g) "Trust Fund" means the fund more particularly described and defined in Clause 4 hereof.
- (h) The term "psychodrama" means all the methods pioneered by Dr JL Moreno including but without limitation thereto, psychodrama, sociodrama, sociometry, role training, spontaneity and group psychotherapy.

2. NAME

The Trust shall be named Psychodrama Aotearoa New Zealand and shall be incorporated as a Trust Board pursuant to the provisions of the Charitable Trusts Act 1957.

3. REGISTERED OFFICE

The Registered Office shall be at such place in Aotearoa New Zealand as the Board of Trustees from time to time determines and changes to the Registered Office shall immediately be notified to the relevant authorities in a form and as required by the Statute.

4. OBJECTS

The objects of the Trust are to do anywhere in Aotearoa New Zealand any of the following acts of things namely:

- (a) To establish, maintain and/or promote the establishment and maintenance of an Education Centre for the advancement and propagation of education and learning in Aotearoa New Zealand in relation to all aspects of the methods pioneered by Dr JL Moreno popularly called psychodrama and to increase public awareness and knowledge of these methods.
- (b) To establish, maintain and/or promote the establishment and maintenance of programmes and facilities of all types for the purposes specified in the preceding clause, including but without limitation hereto training programmes, workshops, groups, meetings, seminars, lectures and individual supervision and other facilities.
- (c) To stimulate professional and public interest, awareness and education in the study of psychodrama by means of general press, radio, television, films and other media as may from time to time appear to the Trustees to be appropriate.
- (d) To encourage and facilitate the acquisition, dissemination and application of knowledge and information concerning psychodrama.
- (e) To encourage and facilitate a greater awareness in the community of matters pertaining to psychodrama by all such means as the Trustees deem practicable and desirable including but without limitation thereto lectures, presentations, meetings, seminars, classes and the publication and dissemination of relevant literature for the benefit of members of professional bodies involved in but without limitation thereto, psychotherapy, medicine, religion, human resources development, personal growth, community development, ministry, education and the creative arts.
- (f) To improve the knowledge skills and interdisciplinary cooperation of professional personnel involved in the use of psychodrama in the community.
- (g) To facilitate enquiry resources and training by all such means as the Trustees deem practicable and desirable into psychodrama and psychodrama training.
- (h) To carry out or further as the Trustees may from time to time deem practicable and desirable any of the purposes herein provided in conjunction or

association with any other organisation or person having wholly or substantially similar or complementary purposes.

(i) To do all such other acts and things as may from time to time appear to the Trustees to be practicable and desirable for the furthering of the objects of the Trust and generally to use and apply the Trust Fund for the promotion or encouragement of such other charitable purposes in Aotearoa New Zealand as the Trustees from time to time think fit.

5. THE TRUST FUND

The Trust Fund shall consist of the total from time to time of such contributions where by way of gifts, donations, subscription, legacy, bequest, income (whether from investments or otherwise) or otherwise howsoever and whether in the form of money or other property real or personal as may be given paid or transferred to the Trust whether in part or in whole by persons and/or organisations in or beyond Aotearoa New Zealand or acquired by the Trustees in any way whatsoever for the purposes of being made part of the total Trust Fund and available for investment use, expenditure and administration according to the objects of the Trusts as aforesaid.

6. POWER OF THE TRUSTEES:

In furtherance of the objects of the Trust, the Trustees shall have the following powers namely:

(a) To pay and to apply the Trust Fund in such manner as the Trustees shall in their absolute discretion consider most beneficial for the objects of this Trust.

(b) To acquire and receive by devise bequest, descent, contribution, purchase or otherwise in any lawful manner and to hold title to and improve real and personal property of any kind and all kinds and descriptions and to sell, bargain, exchange, grant, lease, encumber, transfer upon trust, mortgage, alienate or otherwise lawfully dispose of and deal with the same and any income therefrom for the furtherance and the carrying out of the objects of the Trust as thereinbefore defined and to accept or acquire property upon special Trust connected with the aforesaid objects either as original Trustees or as new trustees of any Trust already existing or as bare or

passive Trustees without undertaking the management and administration of such property where Trusts of such property for any of the foregoing purposes are to be administered by other Trustees or managers PROVIDED THAT the Trustees shall not be bound to accept for any of the foregoing purposes or for any other purpose unless they shall in their absolute discretion deem it expedient so to do AND PROVIDED FURTHER the Trustees shall not accept any property upon special Trusts to be declared by the donor in accordance with Clause 8 hereof unless such special Trusts are consistent in all respects with the charitable purposes and scope of these presents.

(c) To postpone the sale, calling in and /or conversion of any property or portion thereof for any period upon the discretion of the Trustees notwithstanding that such decision may be wasteful speculative or of a revisionary nature.

(d) To purchase trade or otherwise acquire and take over the goodwill and business of any training centre, facility, institution or activity within the objects of the Trust PROVIDED THAT in connection with any business carried on by the trustees no payments shall be made to any person:

(i) Who is a settlor or Trustee of the Trust: or

(ii) Where that person and that settlor or trustee are associated persons (as that term is defined in the Income Tax Act 1976) for work done or services rendered in connection with any such business nor shall, in the carrying on of any such business, any benefit or advantage (whether or not convertible into money) or any income of any of the kinds referred to in Section 65 (2) of the Income Tax Act 1976 be afforded to, or received, gained, achieved or derived by any such person where that person is able, by virtue of that capacity as settlor or trustee or associated person in any way (whether directly or indirectly) to determine, or materially influence in any way the determination of, the nature of the amount of that payment, benefit or advantage or that income or the circumstances in which it is or is to be received, gained afforded or derived.

(e) To fix collect and recover fees and/or charges for services provided to the public advancement and propagation of education in relation to psychodrama and to make allowances rebates or remissions in respect of the same.

(f) To raise or borrow money in such manner and upon such security (if any) as the Trustees shall think fit and in particular on the security of any mortgage or mortgages charged or charges of all or part of the property and upon such terms and conditions in all respects as the Trustees shall see fit and to purchase redeem or pay off any such securities and reissue same.

(g) To give guarantees, bonds and indemnities and to make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, drafts, debentures and all or any negotiable or transferable instruments.

(h) To act as Trustees under any Trust or endowment incidental to the primary purposes of this Trust and in connection therewith to receive, hold administer and expend funds or real or personal property of every kind and character whatsoever subject to such Trust or endowment PROVIDED THAT the same are within the objects of the Trust as hereinbefore defined.

(i) To open from time to time and maintain a banking account or banking accounts at such bank or banks as the Trustees shall from time to time decide and at any time to pay or cause to be paid any moneys forming part of the Trust Fund to the credit of any such account or accounts or place or cause to be placed the same on deposit with any banker or bankers. All drafts, bills of exchanges and other negotiable instruments may be signed on behalf of the Trustees by one Trustee and one other person being a Trustee or such other person (not being a Trustee) as the Trustees may appoint.

(j) To invest the whole or any part of the Trust Fund for the time being and from time to time consisting of money upon such form or forms of security or in such investment or in the purchase of such property or in such manner as the Trustees in their absolute discretion may think fit and whether such form or forms of security, investments or property are such as Trustees are by law authorised to invest in or not and from time to time to vary or alter the same as they may think fit (without being liable for losses which may be occasioned howsoever by any such investment). Without prejudice to the generality of the foregoing the Trustees are by way of example empowered to invest in:

- (i) Any form of security for the time being authorised by law as a Trustee security.
- (ii) Shares in or debentures or debenture stocks or bonds or covenants or notes secured or unsecured, convertible or inconvertible or any other security issued by any company or corporation (public or private) and whether by purchase or exchange or by or original subscription therefore and whether at par, discount or a premium and subject and/or with the benefit of such conditions as it thinks fit.
- (iii) Shares in any building society operating in Aotearoa New Zealand and the deposit of money from time to time with any such building society.
- (iv) Deposits or otherwise with any trading bank, savings bank, mercantile firm or local authority.
- (v) Loans with or without security or adequate security therefore and with or without interest.
- (vi) Freehold or leasehold land in Aotearoa New Zealand or any interest therein (including stratum estate) or any plant, stock or chattel.
- (vii) The subscription for or purchase of units in any unit trust constituted in Aotearoa New Zealand or elsewhere.
- (viii) The acquisition of any form of property with the Trustees are by this Deed or by law empowered to acquire by way of purchase or otherwise or to deal in or with.
- (k) To retain any property security or investment in the then present stage of investment at the date of receipt or acquisition thereof and the Trustees shall not be liable for any loss occasioned by the exercise of their discretion in this matter.
- (l) To sell or otherwise dispose of any asset of the Trust for the time being vested in the Trustees or to which the Trustees are entitled and all moneys arising from such sale or other disposition as aforesaid shall be deemed to be part of the Trust fund

and shall be applicable accordingly. The Trustees may grant options in respect of any of the properties of the Trust.

(m) To agree upon, settle, compromise or enforce all claims, demands, accounts and proceedings with or against any person entity or organisation or relating directly or indirectly to the Trust Fund and to grant receipts, discharges and releases.

(n) To pay or otherwise discharge all costs charges and expenses and all stamp duties and other fees incurred in connections with or incidental to the preparation completion stamping and registration of the hereby created Trust and of the transfer to the Trust of property intended to form part of the Trust Fund and generally all other debts liabilities costs and expenses which the moneys which may at any time to payable for any reason whatsoever in respect of the Trusts hereby declared or in any way arising hereunder PROVIDED ALWAYS that if at any time the Trust Fund shall be insufficient to pay or otherwise discharge in full the abovementioned debt liabilities and other moneys no personal liability shall attach to any Trustee in respect of any such insufficiency and no claim in respect thereof shall be enforced personally against any Trustee.

(o) To employ or contract directors, mental health professionals and medical staff, psychodrama educators, trainers and practitioners, counsellors, managers, clerks, servants, solicitors, accountants, agents and/or such other personnel as shall be deemed necessary and to determine their duties and powers and fix their salaries and remuneration and to pay such employees or contractors for permanent, temporary or special services as they from time to time deem necessary and to dismiss, suspend or re-employ such employees or contractors and to provide for them accommodation quarters, transport, means of conveyance and other facilities for the carrying out of the work for which they are employed or contracted and to delegate to such persons all or any of the functions or power of the Trustees.

(p) To seek and secure from the Government of Aotearoa New Zealand and local governing bodies and from any interested individual or organisation recognition and financial or other support for carrying out the objects of the trust as hereinbefore defined.

- (q) To enter into any arrangement or agreement with the Government of Aotearoa New Zealand or local governing bodies or any other individuals or organisations that may seem conducive to the objects of the Trust or any of them.
- (r) To raise money by all lawful means and to solicit, receive and enlist financial or other aids from individuals and organisations that may seem conducive to the objects of the Trust or any of them.
- (s) To change the name of the Trust from time to time to any other name as shall appear to them to be desirable.
- (t) To establish and support or aid in the establishment and support of any charitable or benevolent association or associations connected with the purposes of the Trust or calculated to further its objects to grant pensions or retiring allowances to ex-employees to the Trust and to subscribe to guarantee money for charitable or benevolent purposes in any way connected with the purposes of the Trust or calculated to further its objects and to amalgamate or co-operate with any associations or institutions formed for purposes in any way connected with the purposes of the Trust.
- (u) To keep proper books of account in respect of all moneys received and expended and particulars in respect of which the receipt and expenditure takes place all sales and purchases and all assets liabilities.
- (v) To do all or any of the things which Trustees are authorised to do by the Trustees Act 1956 or the Charitable Trusts Act 1957 or any statutory modification or re-enactment.
- (w) To do all such things as are incidental to or conducive to the attainment of the objects and the exercise of the powers of the Trust.

7. CAPITAL AND INCOME:

When the property is accepted or acquired by the Trustees for any or all of the Trustees for any or all of the general objects of the Trust they may apply both capital and income including the proceeds of sale or mortgage thereof in or toward any of such objects as they may in their absolute and unfettered discretion deem expedient or they may

accumulate such income until the same can in their opinion be usefully applied to all or any of such objects.

8. SPECIAL TRUSTS:

When property is accepted by the Trustees upon special trusts to be declared by the donor all the power and provisions of these presents shall be deemed to be incorporated in the deed declaring such special trust except insofar as the same shall be expressly excluded or modified or be inconsistent with such special trusts.

9. BARE AND /OR PASSIVE TRUSTEES:

Where the property is accepted by the Trustees as bare and/or passive trusts they shall from time to time apply such property according to the lawful directions of the Trustees or managers to whom the management and administration thereof may have been confided.

PART II: CONSTITUTION AND RULES OF THE BOARD OF TRUSTEES

10. THE Trustees shall be the governing body of the Trust and shall be responsible for the control, management and administration of the affairs of the Trust. In the carrying out of their responsibilities the Trustees may delegate any of their powers, authorities and discretions to any person or persons, committee or committees appointed by them for such purpose or purposes and for such period or periods as they may determine and may at any time rescind, extend or vary any such delegation of power. Any such committee shall have power to co-opt persons who are not trustees to be members of such committee. The Chair of the Board of Trustees shall be an ex officio member of every committee set up by the Trustees.

11. THE trustees SHALL comprise ALL Trainer, Educator, Practitioners (TEPs) resident in Aotearoa New Zealand who have met AANZPA Currency requirements.

12. REMOVAL OF TRUSTEES:

The holding of the office of Trustees shall be deemed to be personal and a Trustee shall forthwith be removed from office in any of the following events:

(a) If they shall die.

- (b) If they have NOT met AANZPA Currency requirements for Trainer, Educator, Practitioners (TEPs) in Aotearoa New Zealand.
- (c) If they shall by notice in writing to the Secretary resign from the office.
- (d) If they are absent for more than three (3) months without the permission of the other Trustees from meetings of the Trustees held during that period.
- (e) If they shall become a patient or protected person within the meaning of the Mental Health (Compulsory Assessment and Treatment Act) 1992.
- (f) If they shall become a declared bankrupt or insolvent under any of the laws relating to bankrupts or insolvents for the time being in force in Aotearoa New Zealand.
- (g) If a Special Resolution of Trustees is applied by the Trustees that they be removed from office PROVIDED THAT they shall be given at least thirty (30) days notice in writing of the nature of the charges against them and shall be given an opportunity to be present at a special meeting called for the purpose of considering such allegations and to call witnesses.

13. ANNUAL MEETINGS

- (a) Once at least in every calendar year and not more than 15 months after the holding of the last preceding general meeting there shall be held an annual general meeting of the Trustees. The place and time at which the above meeting shall be such as the Trustees shall from time to time determine.
- (b) The business of an annual general meeting shall be:
 - (i) To receive and consider the statement of accounts.
 - (ii) To elect a chair, a secretary and a treasurer.
 - (iii) To transact any other business which under these present ought to be transacted at any general meeting.

14. PROCEDURE OF MEETINGS

- (a) The Trustees shall hold meetings at such times and such places as the Trustees shall from time to time appoint or decide and the Chair shall have the right to call a meeting at any time and a meeting shall be called or caused to be called with all reasonable speed if at any time any at least half of the Board of Trustees so require and each Trustee shall be entitled to receive not less than fourteen (14) days prior notice of every meeting of the Board of Trustees.
- (b) The Trustees may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.
- (c) All powers and discretions vested in the Trustees by virtue of these presents may be exercised by the majority of those who are present and vote at any meeting at which a quorum is present subject however to the provisions of clauses 20 and 21 hereof. In the case of an equality of votes the Chair shall have a second or casting vote. Half of the trustees at least shall form a quorum.
- (d) The trustees may elect a Chair of their meeting and determine the period for which they are to hold office PROVIDED HOWEVER that no Trustee shall be appointed Chair for a longer period than one (1) year although this shall not prevent the Trustees from reappointing such Trustee for further periods of not more than one (1) year.
- (e) The Trustees shall cause minutes to be duly entered in whatever manner is currently provided for the purposes of all resolutions and proceedings of meetings and all such matters as the Trustees may from time to time determine.
- (f) Any minutes of any meeting of the Trustees or of any committee of the Trustees if purporting to be signed by the Chair of such meeting or by the Chair of the next meeting shall be receivable as prima facie evidence of the matters stated in such minutes. A Trustee shall not vote upon any matters before the Trustees in which that Trustee has directly or indirectly any pecuniary interest other than interest in common with the public or with members of the Board of Trustees generally and such Trustee

may be only be present at the meeting or take part in the discussion of such matter to the extent if any permitted by the Trustees.

(g) Any Trustee who under the preceding clause hereof is prohibited from participating in any matter before the Trustees by reason of pecuniary interest shall when the matter is raised before the Trustees declare to the Trustees the fact that they have such pecuniary interest and the fact of such disclosure shall be duly recorded in the minutes.

15. SECRETARY AND TREASURER

The Trustees may from time to time appoint one of their number or some other person as secretary and appoint one of their number or some other person as treasurer in each case to hold office during the pleasure of the Trustees. The office of secretary and the office of treasurer may be held by the same person.

16. ACCOUNTS

The Trustees shall cause proper books of account to be kept in which shall be kept full and true and complete accounts of the affairs and transactions of the Trust. The books of account shall be kept by the Trust or at such other place or places as the Trustees shall think fit and shall always be open to the inspection of the Trustees.

17. SERVICE OF NOTICES

Any notice to be served upon a Trustee may be served either personally or by sending it through the post in a pre-paid letter addressed to such Trustee at that Trustee's last known place of business or residence in Aotearoa New Zealand or sent by electronic means and any notice if sent shall be deemed to be served at the time when the correspondence containing the notice would have been delivered in the ordinary course of post or electronic means.

18. INDEMNITY OF TRUSTEES AND OTHER OFFICERS

(a) Every Trustee, secretary and other officer or employee for being of the Trust shall be indemnified out of the assets of the Trust as to any liability arising out of the performance of the Trustee's duty which is incurred by them in defending any

proceedings whether civil or criminal and in which judgement is given in their favour or on which the Trustee is acquitted or in connection with an application in which relief is granted to them by the Court in respect of negligence, default, breach of duty or breach of trust.

(b) The Trustees, the secretary and other officers shall be indemnified by the Trust from and against all losses and expenses properly incurred by them or about the discharge of their respective duties.

19. PAYMENT BY THE TRUST

Any income, benefit or advantage will be applied to the charitable purposes of the trust. No trustee or member of the trust or any person associated with a trustee or member shall participate in or materially influence any decision made by the trustees in respect of any payment to or on behalf of that trustee or member or associated person of any income, benefit or advantage whatsoever. Any such income paid shall be reasonable and relative to that which would be paid in an arms length transaction (being the open market value). The provision and effect of this clause shall not be removed from this deed and shall be implied into any document replacing this deed of trust.

20. ALTERNATIVE OR ADDITIONAL PURPOSES

If at any time the Trustees shall be of the opinion that it is desirable or expedient to pursue some other objects in addition to those hereinbefore defined and such opinion is expressed by special resolution of Trustees then the Trustees by the same or a subsequent special resolution may decide on some other object or objects for which the property of the Trust shall be applied PROVIDED ALWAYS that any such object must in its entirety have charitable purpose within Aotearoa New Zealand.

21. AMENDMENT, REVOCATION OR VARIATION OF THE TRUST DEED

The Trustees shall have power by unanimous resolution to amend, revoke or vary any of the provisions of this deed and of the schedules hereto PROVIDED HOWEVER that:

(a) No such addition or alteration or rescission of the rules shall be approved if it affects the charitable objects, the payment by the Trust clause or the winding up clause.

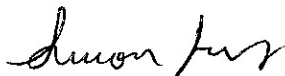
22. COMMON SEAL

The Trustees if and when the Trustees become incorporated shall provide a common seal for the Trust which shall always be deposited with the Chair or Secretary of the Trustees for the time being and which shall be affixed by the authority of the Trustees previously given at a meeting of the Trustees to any document requiring execution by the Trustees. Every such affixing shall be performed in the presence of and accompanied by the signatures of two Trustees and shall be sufficient evidence of the authority to affix such and no person dealing with the Trustees shall be bound or concerned to see or inquire as to the authority under which any document is sealed and in whose presence.

23. WINDING UP OR DISSOLUTION

If upon the winding up or dissolution of the Trust there remains after satisfaction of its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the Trustees but shall be given or transferred to some other organisation or institution having charitable objects similar to the object of the Trust and which shall prohibit the distribution of its or their income and property amongst its or their trustees to an extent at least as great as is imposed on the Trust under and by virtue of Clause 18 hereof such institution or organisation to be determined by the Trustees at or before the time of dissolution.

I hereby certify that this is a correct copy of the trust deed or rules of the CHRISTCHURCH INSTITUTE FOR TRAINING IN PSYCHODRAMA TRUST



1 November 2022

Simon Gurnsey Secretary/Treasurer