

## Charitable Trust Deed Hui E! Community Aotearoa

THIS DEED is made the **20th day of October 2014**

### PARTIES

<b>Name</b>		<b>Location</b>	<b>Occupation</b>
Marion Blake	of	Wellington	CEO
Simon Cayley	of	New Plymouth	CEO
Julie Haggie	of	Wellington	CEO
Sonya Rimene	of	Wellington	Manager
Patricia Watson	of	Auckland	Community Development Broker & Coach
Bronwyn Yates		Auckland	CEO

### DEFINITIONS AND INTERPRETATION

Within this trust deed:

- **Charitable Purpose:** means the charitable purposes set out in clause 2.
- **Formal Supporters:** means not for profit organisations which have affirmed they support the purposes of the Trust and have paid the subscription fee (if any) set by the Trustees.
- **Sector:** means the broad voluntary and community sector inclusive of charities, not-for-profit entities and not for profit tangata whenua organisations – self governing bodies of people who have joined together voluntarily to take action for the benefit of the community and established otherwise than for financial gain. .
- **Trust:** means the entity known as Hui E! Community Aotearoa inclusive of its governing body, employees and volunteers.
- **Trustees:** means the people elected (Elected Trustees) or appointed (Appointed Trustees) to govern the Trust.
- **Voting Policy:** means a policy by which persons who are not Trustees may vote in the election of Elected Trustees.
- **Wellbeing** embraces five components – environmental, social, spiritual, cultural, economic.
- Any reference to any Act, Regulation, Policy, deed or other document is also a reference to any amendment to it and any replacement or substitute for it.

- Where an example is given, or the word “including” is used the interpretation is not limited by the example given or by the things included.

## **BACKGROUND**

The parties to this deed wish to establish a charitable trust in New Zealand for the purposes described in clause 2 and have agreed to hold the sum of \$10 on trust and with powers set out in the deed to form the Initial Trust Fund.

This deed has been completed by the Trustees to record the terms of the Trust.

## **THIS DEED RECORDS**

### **1. TE INGOA/ NAME**

The name of the Trust is Hui E! Community Aotearoa, or “the Trust”.

### **2. WHĀINGA/ CHARITABLE PURPOSES**

The Trust’s charitable purposes are to be beneficial to communities in Aotearoa/New Zealand by promoting and strengthening the Sector, and to advance education within and about the Sector through any of the following:

- 2.1 Te Whakakaha - Strengthening the collective voice of the Sector to build a stronger Aotearoa/New Zealand;
- 2.2 Te Hāngai - Applying Te Tiriti o Waitangi in the context of the Sector’s work and its contribution to charitable outcomes across Aotearoa;
- 2.3 Te Whakatairanga - Engaging the Sector as a whole and enhancing its independence and relevance;
- 2.4 Te Āwhina - Assisting the Sector to work collectively to progress their aspirations and environmental, social, spiritual, cultural and economic well-being;
- 2.5 Te Whakawhanaungatanga - Creating opportunities for the Sector to connect and learn from each other;
- 2.6 Te Whakanui - Promoting the unique characteristics and beneficial community impact of the Sector;
- 2.7 Te Tautoko - Supporting strategic advocacy and leadership development within and on behalf of the Sector to enhance charitable outcomes within Aotearoa;
- 2.8 Te Tautoko - Supporting Maori self-determination and Tino Rangatiratanga, within the sector;
- 2.9 Te Whakapuawai - Developing the capacity of the Sector to succeed through meeting shared needs, supporting innovation, and participating in civic affairs;

2.10 Carry out all other acts which the Trust may consider conducive or incidental to the attainment of the charitable purposes set out at clauses 2.1 to 2.9.

### **3. MĀTĀPONO/PRINCIPLES**

The Trust is committed, in attaining its purpose, to apply the following principles:

- 3.1 Te Tiriti o Waitangi must be visible and real in our community and our nation and embedded within our organisation, using a Treaty relationships framework.
- 3.2 The community sector is an essential contributor to beneficial outcomes in our society.
- 3.3 As a linked and responsive organisation we are listening, acting, communicating – always engaged in dialogue with the sector, able to move quickly in response to new issues and always with full transparency.

### **4. TARI/OFFICE**

- 4.1 The office of the Trust will be in such place in New Zealand as the Trustees may from time to time determine.

### **5. TAKETAKE/ POWERS**

In addition to the Trustees having full powers provided by the general law of New Zealand including those contained in the Trustee Act 1956, and without any restriction the Trustees may:

- 5.1 Use the funds of the Trust as the Trustees decide in payment of the costs and expenses of the Trust, including the engagement and dismissal of professional advisors, agents, officers and staff, according to principles of good employment and if applicable to the Employment Relations Act 2000;
- 5.2 Purchase, take on, lease or in exchange or hire or otherwise, acquire any property and any rights or privileges which the Trustees decide is to attain the purposes of the Trust and to sell, exchange, or lease, or deal with in any other manner, such property, rights or privileges;
- 5.3 Invest surplus funds in any way permitted by law for the investment of charitable trust funds and upon such terms as the Trustees deem fit;
- 5.4 Borrow or raise money from time to time with or without security and upon such terms as the Trustees deem fit;
- 5.5 Establish supporters, friends and/or other categories by which contributors, followers and others may connect with the Trust and charge a fee for any connection and/or benefits that may arise from such category; and
- 5.6 Do all things as may be decided by the Trustees to give effect to and attain the Charitable Purposes.

## **6. TE RUNANGA WHAKAHAERE/ TRUSTEES**

- 6.1 There will be a maximum of nine (9) Trustees and a minimum of five (5) Trustees. A minimum of three (3) Trustees will be Elected Trustees (see Clause 6.7) with the remainder being Appointed Trustees (see Clause 6.9).
- 6.2 The initial Trustees are the signatories to this deed. Their terms as Trustees will expire at the conclusion of the Annual Meeting of the Trust that occurs in mid-late 2015.
- 6.3 The Trustees will elect from among themselves a Chair and any other office-bearers they feel necessary to manage the activities of the Trust. An election of office-bearers will be held at the first meeting of the Trustees following the execution of this Deed and whenever a vacancy in the office-bearers occurs.
- 6.4 Trustees will be elected/appointed for a term of up to three years and can be re-elected/re-appointed for a maximum of one more consecutive term of up to three years, which, subject to clause 6.7, gives them a maximum consecutive term of six years.
- 6.5 To qualify to be elected, nominated or appointed as a Trustee, and remain a Trustee, Trustees must be in good standing in the community. Good standing relates to someone's honesty, professionalism and integrity and where any issue arises as to good standing this shall be determined in each case by the Trustees. Trustees must meet the charity services officer requirements.
- 6.6 A person will immediately cease to be a Trustee when she or he resigns in writing, reaches the end of his or her term, dies, is removed under clauses 6.10 or 7.2, leaves to reside overseas, is declared bankrupt or is found to not meet the officer requirements of the Charities Act.
- 6.7 Elected Trustees will be elected by Formal Supporters. Depending on the methods allowed for exercising a vote (see Voting Policy-clause 6.8) the election shall occur at and/or prior to the Annual Meeting, with the results announced at the Annual Meeting. If by the conclusion of the Annual Meeting the minimum number of Elected Trustees has not been filled, the remaining Trustees must elect the required minimum number of Elected Trustees. Vacancies occurring between Annual Meetings may be filled through election by Formal Supporters but if the election does not fill the minimum number of Elected Trustees, the remaining Trustees must elect the required minimum number of Elected Trustees. Any part year served by an Elected Trustee in filling any vacancy which arises between Annual Meetings is not counted for the purpose of clause 6.4.

- 6.8 The Trustees must adopt a Voting Policy recording the terms and conditions, the manner by which a vote may be exercised (for example whether in person, at a meeting, by proxy, by post, by e-mail or other methods) by whom it may be exercised (for example whether by a designated representative of a Formal Supporter or other person) and other aspects of voting and the election process as they decide.
- 6.9 Appointed Trustees can be appointed by the Trustees at any time to provide the appropriate skills and diversity.
- 6.9.1 In making the appointments the Trustees must consider the skills and diversity of the Trustees.
  - 6.9.2 Appointed Trustees will have full Trustee powers.
  - 6.9.3 The Trustees shall set the length of the term (but no more than three years) when appointing the Appointed Trustee.
  - 6.9.4 Appointed Trustees may be reappointed by the Trustees up to a maximum of six years continuous service.
- 6.10 Having first considered the best interests of the Trust, the Trustees may, by a resolution approved by two-thirds (2/3rd) majority of votes, terminate a person's position as a Trustee.
- 6.11 At least once every 12 months the Trustees shall conduct an accountability process with Formal Supporters of the Trust, using a format determined by the Trustees.

## **7. NGA HUI O TE RUNANGA WHAKAHAERE/ MEETINGS OF THE TRUSTEES**

- 7.1 A quorum will be at least half of the Trustees.
- 7.2 If a Trustee, including an office-bearer, does not attend three (3) consecutive meetings of the Trustees without leave of absence that Trustee may, at the discretion and on a majority decision of the Trustees, be removed as a Trustee, and/or from any office of the Trust which she or he holds.
- 7.3 The Trustees will seek consensus of Trustees on Trustee decisions. In the event that a consensus cannot be reached then a decision will be made by a majority vote, unless otherwise determined by the Trustees.
- 7.4 Each Trustee has one vote only.
- 7.5 If the voting is tied, the motion will be lost.
- 7.6 In the absence of the Chair, the Trustees will elect a person to chair the meeting from among the Trustees present.

- 7.7 The Trustees will meet at least four (4) times every year with one meeting to be the Annual Meeting of the Trust. Meetings may be held in person or by any other means of communicating as decided on by the Trustees. The Trustees may, as they see fit, invite others to attend and speak at their meetings.
- 7.8 Minutes shall be taken of every meeting of the Trustees and unless otherwise determined by the Trustees (for example, to preserve privacy or confidentiality) will be available to any Formal Supporter of the Trust and will record:
- 7.8.1 the names of those present;
  - 7.8.2 all decisions made by the Trustees;
  - 7.8.3 any other matters discussed at the meeting; and
  - 7.8.4 the name of the minute taker.
- 7.9 A Trustee must, after becoming aware of the fact that he or she has a personal interest that may give rise to a conflict of interest in a transaction or a proposed transaction with the Trust, disclose to the Trustees the nature and extent of that interest. Following disclosure, the Trustee:
- 7.9.1 May attend a meeting of which a matter relating to the transaction arises and be included amongst the Trustees present at the meeting for the purposes of a quorum;
  - 7.9.2 However he or she shall not decide or vote on a matter relating to the transaction.
- 7.10 All other matters relating to Trustee meetings shall be determined by the Trustees.

## **8. TE TIRITI O WAITANGI/ TREATY OF WAITANGI**

- 8.1 The Trust commits to the establishment of a Tiriti Working Group supporting the work of the Trust.
- 8.2 The Tiriti Working Group will have a work programme and resource that ensures the principles of the Trust are enacted.
- 8.3 The Tiriti Working Group will have an initial lifespan of five years.

## **9. KO NGA RAWA HEI PAINGA MO TE IWI/ INCOME, BENEFIT OR ADVANTAGE TO BE APPLIED TO CHARITABLE PURPOSES**

- 9.1 In carrying out the business of, by, or for the benefit of the Trust, no Trustee or any person with some control over the Trust shall receive, gain, achieve or derive any benefit or advantage where that person is able to materially influence in any way the amount of that benefit or advantage or the circumstances in which it is to be received, gained, achieved, afforded or derived.
- 9.2 The provision and effect of this clause shall not be removed from this deed and shall be implied into any document replacing this deed.

## **10. TURU TAKETAKE/ POWER TO DELEGATE**

- 10.1 The Trustees may appoint any committee and may delegate any of its powers and duties to any such committee or to any person. Subject to any restrictions set by the Trustees, the committee or person may without confirmation by the Trustees exercise or perform the delegated powers or duties in the same way and with the same effect as the Trustees could themselves have done.
- 10.2 Any committee or person to whom the Trustees has delegated powers or duties will be bound by the terms of the Trust and any terms or conditions of the delegation set by the Trustees.
- 10.3 The Trustees will be able to revoke such delegation at will, and no such delegation will prevent the exercise of any power or the performance of any duty by the Trustees.
- 10.4 It will not be necessary for any person who is appointed to be a member of any such committee, or to whom such delegation is made, to be a Trustee.

## **11. PŪTEA/ FINANCIAL ARRANGEMENTS**

- 11.1 The financial year of the Trust will be from 1 July to 30 June, or other period if determined by the Trustees.
- 11.2 The Trustees shall be responsible for keeping a true and full account of the finances of the Trust, and shall record all moneys received or paid out, all money on deposit, and all debtors and creditors. It shall keep proper books of accounts at its office or at such other place as the Trustees shall determine.
- 11.3 The Trustees may grant and set terms for authorization for one or more Trustees to operate any on-line or any other electronic tele-operated bank account transactions.

- 11.4 In the absence of alternative authorisations, two authorised signatories may open or operate a bank account in the name of the Trust and no sum shall be withdrawn from any account of the Trust except on the signatures of two authorised signatories.
- 11.5 The Trustees must approve any authorisations/signatories to the Trust's bank accounts.

## **12. TAUNAHA/ TRUSTEE LIABILITY**

- 12.1 The Trustees are chargeable respectively only in respect of the money and securities they actually receive, or which, but for their own acts, omissions, negligence, or default they would have received, notwithstanding their signing any receipt for the sake of conformity;
- 12.2 They are each answerable and responsible respectively only for their own acts, receipts, omissions, negligence and defaults and not for those of each other, or of any banker, broker, auctioneers, or other person with whom, or into whose hands, any Trust money or security is properly deposited or has come;
- 12.3 No Trustee shall be liable personally for the maintenance, repair, or insurance of any charges on such property;
- 12.4 No Trustee shall be liable for any loss arising from any cause whatsoever including a breach of the duties imposed by Section 13B and/or Section 13C Trustee Act 1956 (as enacted by the Trustee Amendment Act 1988) unless:
  - 12.4.1 such loss is attributable to his or her own dishonesty;
  - 12.4.2 or the wilful commission by him or her of an act known by him/her to be a breach of Trust.
- 12.5 Pursuant to Section 13D of the Trustee Act 1956 it is intended by this clause that the duties imposed by Section 13B and 13C of the Trustee Act 1956 shall not apply to any Trustee.
- 12.6 No Trustees shall be bound to take any proceedings against a co-Trustee for any breach or alleged breach of Trust committed by that co-Trustee.
- 12.7 The Trustees shall be indemnified by and out of the Trust property from and against all costs, charges, losses, damages, and expenses sustained or incurred by them or in or about the execution and discharge of their office or in or about any claim, demand, action, proceeding or defence at law or in equity in which they may be joined as a party.



### **13. CHARITABLE TRUSTS ACT 1957 AND THE CHARITIES ACT 2005**

- 13.1 The Trustees may after the execution of this deed apply for incorporation under the Charitable Trusts Act 1957 and the Trustees are authorised to make such application on behalf of the Trust.
- 13.2 Upon incorporation of this Trust in accordance with clause 13.1 the Trustees will procure a common seal for the Trust and will provide for its safe custody. The Common Seal may only be fixed to a document pursuant to a resolution of the Trustees by an authorised person of the Trust affixing the common seal and signing on behalf of the Trust.
- 13.3 The Trustees may at any time after the execution of this Deed apply for registration as a charitable entity under the Charities Act 2005.

### **14. TE TUKU TOENGA RAWA/DISPOSITION OF SURPLUS ASSETS**

- 14.1 The Trustees shall have the power and authority to dissolve the Trust, with a majority vote of at least three quarters of the Trustees. Should the Trust be dissolved in accordance with this clause then all property and monies remaining after the due settlement of the affairs of the Trust shall be accounted for and paid and applied in New Zealand to such alternative exclusively charitable bodies and for such exclusively charitable purposes as defined in section 5 (1) of the Charities Act 2005 as the Trustees may determine and subject to that requirement in accordance generally with the Charitable Purposes set out set out in this deed.

### **15. WHAKAREREKĒTANGA TURE/ALTERATION OF THIS DEED**

- 15.1 The Trustees may by Trustee resolution recorded in writing or in a supplemental deed make alterations or additions to the terms and provisions of this deed and may adopt policies governing aspects of the Trust provided that no such alteration or addition or policy will detract from the exclusively charitable nature of the Trust or result in the distribution of its assets on winding up or dissolution for any purpose that is not exclusively charitable.

### **16. MATTERS NOT PROVIDED FOR**

- 16.1 If any matter is not provided for in this deed the Trustees shall decide the matter as they see fit.

**IN WITNESS OF WHICH this Deed has been executed:**

**SIGNED by the below named**

\_\_\_\_\_  
**Marion Clare Blake, CEO, Wellington**

as Trustee in the presence of:

\_\_\_\_\_  
Megan Annette Thomas  
*(Full Name of Witness)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
Consultant  
*(Occupation)*

\_\_\_\_\_  
Wellington  
*(Location)*

**SIGNED by the below named**

\_\_\_\_\_  
**Simon Joseph Cayley, CEO, New Plymouth**

as Trustee in the presence of:

\_\_\_\_\_  
Megan Annette Thomas  
*(Full Name of Witness)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
Consultant  
*(Occupation)*

\_\_\_\_\_  
Wellington  
*(Location)*

**SIGNED by the below named**

\_\_\_\_\_  
**Julie Margaret Haggie, CEO, Lower Hutt**

as Trustee in the presence of:

\_\_\_\_\_  
Megan Annette Thomas  
*(Full Name of Witness)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
Consultant  
*(Occupation)*

\_\_\_\_\_  
Wellington  
*(Location)*

**SIGNED by the below named**

\_\_\_\_\_  
**Sonya Rimene, Manager, Wellington**

as Trustee in the presence of:

\_\_\_\_\_  
Megan Annette Thomas  
*(Full Name of Witness)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
Consultant  
*(Occupation)*

\_\_\_\_\_  
Wellington  
*(Location)*

**SIGNED by the below named**

\_\_\_\_\_  
**Patricia Jean Watson, Community  
Development Broker & Coach, Auckland**

as Trustee in the presence of:

\_\_\_\_\_  
Megan Annette Thomas  
*(Full Name of Witness)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
Consultant  
*(Occupation)*

\_\_\_\_\_  
Wellington  
*(Location)*

**SIGNED by the below named**

\_\_\_\_\_  
**Bronwyn Ruth Naumai Yates, CEO, Auckland**

as Trustee in the presence of:

\_\_\_\_\_  
Megan Annette Thomas  
*(Full Name of Witness)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
Consultant  
*(Occupation)*

\_\_\_\_\_  
Wellington  
*(Location)*