

**NAME TRUSTEES**

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**DEED OF TRUST ESTABLISHING  
TE MANAWAROA O NGĀTI TAMA CHARITABLE TRUST**

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**DATE****PARTIES**

**TE RŪNANGA O NGĀTI TAMA TRUST (Settlor)**

**[NAME TRUSTEES] (Trustees)**

**BACKGROUND**

- A The Settlor and the Trustees wish to establish a charitable trust, to be known as Te Manawaroa o Ngāti Tama Charitable Trust (the Trust), for the Objects set out in this Deed.
- B The Trust has been established as part of a unique project for Mt Messenger under a particular set of circumstances where an agreement was reached through a project mitigation process that an independent Trust be set up to receive funds to be applied to the Objects as set out in this Deed.
- C The Trust does not hold any mandate to represent or speak on behalf of Ngāti Tama Iwi.
- D The Settlor provides a nominal amount of \$10 (*Nominal Settlement*) as Settlor of the Trust so that the Trust can be established.
- E The Trust Fund will comprise the Nominal Settlement and any other Property paid to or transferred to the Trust with the direction that it be held on the trusts of this Trust.
- F The Settlor and the Trustees have agreed to enter into this Deed for the purpose of establishing the Trust and intend the Trust to be registered as a charitable entity under the Charities Act 2005

**OPERATIVE PART****1. INTERPRETATION****1.1 In this Deed:**

*Annual Plan* means the annual plan of the Trust which is prepared in accordance with clause 19.1;

*Annual Report* means the annual report of the Trust which is prepared in accordance with clause 18;

*Balance Date* means 30 June or any other date which the Trustees adopt by resolution as the date up to which financial statements are to be made in each year;

*Chairperson* means the chairperson of the Trustees from time to time;

*Donated Property Restrictions* is defined in clause 11.4;

*Financial Year* means the 12 months (or, in the case of the period from the date of this Deed until the succeeding 30 June, that shorter period) ending on 30 June;

*Income Year* means any year or other accounting period ending on a Balance Date;

*Member of Ngāti Tama* means an individual who is registered with Te Rūnanga o Ngāti Tama;

*Ngāti Tama descent* refers to those descendants who are registered with Te Rūnanga o Ngāti Tama;

*Ngāti Tama Iwi* means the collective group or iwi comprising every person who is descended and is registered with Te Rūnanga o Ngāti Tama;

*Objects* is defined in clause 4.2;

*Property* means all property (whether real or personal) and includes rights, interests and money.

*Rules* means the rules set out in Schedule 1 and Schedule 2 to this deed;

*Rūnanga* means Te Rūnanga o Ngāti Tama;

*Security* means any share, stock, debenture, debenture stock, bond, note, option, or form of other security;

*Statement of Intent* means the statement of intent that is prepared in accordance with clause 19.1 and includes any amendments to that statement of intent;

*Tax Act* means the Income Tax Act 2007;

*Te Rūnanga o Ngāti Tama* means the trust established under a Declaration of Trust dated 20 January 2003;

*Trust* means the trust created by this Deed;

*Trust Fund* means the Property that is from time to time held by the Trustees on the trusts of this Deed and the income that is from time to time held by the Trustees on the trusts of this Deed;

*Trustees* means the trustees for the time being of the Trust whether original, additional or substituted.

1.2 In this Deed, unless the context otherwise requires:

- (a) references to clauses are to clauses of this Deed;
  - (b) references to a schedule are to the Schedules to this Deed;
  - (c) references to this Deed include the Schedules;
  - (d) words import in g the singular include the plural and vice versa;
  - (e) words importing one gender include the others; and
  - (f) the contents pages and the headings to clauses are for convenience only and are not part of the content of this Deed.
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- 1.3 In the interpretation of the Schedule, unless the context otherwise requires:
- (a) terms or expressions have the meanings given to them by this Deed; and
  - (b) reference to a clause is a reference to a clause of the Schedule.

- 1.4 Reference to a statute or statutory provision includes that statute or provision as amended, modified, re-enacted or replaced from time to time.

## **2. SETTLEMENT OF NOMINAL SETTLEMENT AND DIRECTION AND ACKNOWLEDGEMENT OF TRUST**

### **2.1 Settlement of Nominal Settlement**

The Settlor will pay the Nominal Settlement to the Trustees (the receipt of which is hereby acknowledged) immediately following the date of this Deed.

### **2.2 Direction and acknowledgement**

The Settlor directs the Trustees to, and the Trustees acknowledge that the Trustees have been directed to and will, hold the Nominal Settlement and other Property in the Trust Fund upon trust and in accordance with the powers set out in this Deed.

### **2.3 Further funding**

The Trustees may see further funding from appropriate sources in order to advance the Objects.

## **3. NAME OF TRUST**

The Trust is known as Te Manawaroa o Ngāti Tama Charitable Trust but the Trustees may amend or change the name by deed.

## **4. OBJECTS OF TRUST**

- 4.1 The Settlor declares that Te Manawaroa o Ngāti Tama Charitable Trust is a trust for charitable purposes and directs that the Trust Fund must be applied and used exclusively by the Trustees for such of the objects listed in clause 4.2 (the Objects) as the Trustees from time to time decide, in their absolute discretion, will benefit Members of the Ngāti Tama Iwi.
- 4.2 The specific objects of the Trust are to advance the following in relation to Members of the Ngāti Tama Iwi:
- (a) the fostering of all aspects of Ngāti Tama tikanga, reo, kawa and kōrero;
  - (b) the provision of support and assistance to Members of Ngāti Tama in respect of education, housing, health care, age care and relief of those suffering from mental or physical sickness or disability;
  - (c) the development and enhancement of community facilities for the benefit of Ngāti Tama;
  - (d) the provision of funding to the Members of Ngāti Tama for the cultural and social development of the iwi;
  - (e) the advancement of any other purposes beneficial to Ngāti Tama Iwi; and
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- (f) the advancement of any other purposes that are charitable under the law of New Zealand.

**5. TE MANAWAROA O NGĀTI TAMA CHARITABLE TRUST IS NOT A REPRESENTATIVE**

The Trust shall not hold any mandate to represent or speak on behalf of Ngāti Tama Iwi.

**6. REGISTRATION**

- 6.1 The Trustees will apply to register this Deed with Charities Services in accordance with the Charities Act 2005 and having regard to application of the Tax Act.
- 6.2 The Trustees will take all steps reasonably available to them to ensure that the Trust is registered, remains registered and complies with all requirements of the Charities Act 2005 necessary to ensure continued charitable status under that Act and the Tax Act unless there is an amendment to the Tax Act or other relevant legislation that means that the charitable tax status of the Trust does not depend on compliance with the Charities Act 2005.

**7. TRUSTEES**

**7.1 Appointment and removal of Trustees**

The Trustees may fill any vacancy that arises or appoint any additional Trustees, who must be appropriately skilled and qualified, by a majority resolution passed at a meeting of the Trustees.

The Trustees will develop a policy in respect of any Trustee vacancy and appointment of any additional Trustees in accordance with clause 7.5. This policy will provide the process by which Trustees will regulate Trustee succession and encourage expressions of interest as Trustee in an open and transparent manner.

**7.2 Number of Trustees**

The Trust must have not more than seven and not less than two Trustees, except that the first Trustees will be those persons who have signed this deed as parties.

**7.3 Restrictions of Trustees**

The Trustees must not be a Trustee of Te Rūnanga.

**7.4 Disqualification from being appointed a Trustee**

No person may be appointed to the office of Trustee if that person:

- (a) is or has been disqualified from being appointed or holding office as a company director under the Companies Act 1955 or the Companies Act 1993 or as an officer of a charity under the Charities Act 2005;
- (b) is bankrupt, or has within five years been adjudged bankrupt;
- (c) is or has ever been convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993 (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004);
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- (d) is or ever has been removed as a trustee of a trust by order of Court on the grounds of breach of trust, lack of competence or failure to carry out the duties of a trustee satisfactorily;
- (e) is physically or mentally incapacitated to the extent that he or she is unable to perform the duties of a trustee;
- (f) is subject to a property order made under section 30 or 31 of the Protection of Personal Property Rights Act 1988;
- (g) is or has been convicted in the last 10 years of an offence punishable by more than three years imprisonment (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004);
- (h) has been removed as a Trustee under clause 7.9 within the past three years.

#### 7.5 **Appointments with regard to skills and expertise**

A person may only be appointed as a Trustee if that person has the particular skills and expertise that is required of a Trustee of the Trust and bearing in mind the activities that the Trust undertakes or is likely to undertake in the future and the mix of skills and expertise that is required amongst the Trustees. In considering whether to appoint any person as a Trustee, the Trustees, as the case may be, shall determine the appointments so that the Trustees collectively possess the following attributes:

- (a) An appropriate level of knowledge, skill, expertise and capabilities to assist the Trust in giving effect to its objects;
- (b) A knowledge of Ngāti Tama tikanga, reo, kawa and kōrero; and
- (c) Proven experience, skills and expertise that are required of a Trustee including but not limited to as many of the following attributes or skills as possible:
  - (i) Commitment to Members of Ngāti Tama;
  - (ii) Social development;
  - (iii) Cultural development;
  - (iv) Commerce;
  - (v) Operational management;
  - (vi) Law;
  - (vii) Communications;
  - (viii) Technology;
  - (ix) Good Human Resources practices; and
  - (x) Best practice governance practices.

#### 7.6 **Term of office and sequence of retirement for Trustees**

Subject to clause 7.9, each Trustee will hold office for a term of 4 years.

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### 7.7 Eligibility of retiring Trustees:

Trustees who cease to hold office will be eligible for reappointment.

### 7.8 Remuneration of Trustees

The Trustees may approve by resolution an annual remuneration for their services as Trustees provided that any remuneration shall not exceed a reasonable compensation for services actually rendered by the Trustees in relation to their obligations under this Deed.

### 7.9 Cessation of office of Trustee

Any person will cease to be a Trustee if he or she:

- (a) resigns as a Trustee by giving notice in writing to the Trust; or
- (b) dies; or
- (c) completes his or her term of office and is not reappointed; or
- (d) refuses to act; or
- (e) is absent without leave from three consecutive ordinary meetings of the Trustees without good reason or without the permission of the Chairperson; or
- (f) is removed as a Trustee by a resolution of the Trustees, by a motion decided by a two-thirds majority of votes, if they believe that such action is in the best interests of the Trust;
- (g) would be disqualified from holding office as a Trustee under clauses 7.4(a) to (g);
- (h) is elected as a Trustee of Te Rūnanga.

## 8. APPLICATION OF INCOME

The Trustees may at any time pay or apply all or any of the income of the Trust to promote or advance such of the Objects as the Trustees determine.

## 9. APPLICATION OF CAPITAL

The Trustees may at any time pay or apply all or any of the capital of the Trust to promote or advance such of the Objects as the Trustees determine.

## 10. RECEIPT OF CHARITABLE RECIPIENT

The receipt of the secretary or treasurer or other proper officer of any charity or charitable purpose to which all or any of the Trust Fund is paid or applied will constitute a sufficient discharge to the Trustee for the payment or application.

## 11. RESETTLEMENT

The Trustees have power in their discretion to settle or resettle all or any of the capital or income or Property of the Trust upon trust for the advancement or benefit of one or more of the Objects as the Trustees decide, but the settlement or resettlement must not breach the rule against perpetuities as it applies to charities.

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## 12. INVESTMENT OF TRUST FUND

- 12.1 The Trustees may invest all or any of the Trust Fund in any Property that is from time to time permitted by the laws of New Zealand for the investment of the funds of trusts, including full power to buy or otherwise acquire any Property and full power to sell or otherwise dispose of any of the Trust Fund.
- 12.2 The Trustees may, if in their reasonable opinion that such investment or other activity further the Objects, enter into loans, guarantees or other transactions on terms that are less favourable or involve more risk than would normally be accepted by a prudent person of business in managing the affairs of others.
- 12.3 The investment obligations of the Trustees under clause 12.2 constitute a contrary intention for the purposes of section 2(5) and (5A) of the Trustee Act 1956.
- 12.4 If Property is received by the Trustees subject to reservations, trusts, liabilities or obligations that are not inconsistent with the Objects of the Trust (*Donated Property Restrictions*), the Trustees must hold the Property (and any proceeds of sale of it) as part of the Trust Fund and subject to the Donated Property Restrictions and must make from the Trust Fund whatever payments or provisions or transactions that are required by the Donated Property Restrictions.

## 13. POWERS AND DISCRETIONS OF TRUSTEE

- 13.1 In addition to all the powers, authorities and discretions vested in the Trustees by law or by this Deed (but subject to any Donated Property Restrictions), the Trustees in giving effect to the Objects in their discretion may at all times and from time to time exercise the fullest possible powers and authorities as if they were the beneficial owner of the Trust Fund.
- 13.2 Without prejudice to the generality of clause 13.1, the Trustees have the powers set out in Schedule 1 and may in their discretion (but subject to any Donated Property Restrictions) exercise any one or more of those powers.
- 13.3 All powers and authorities and discretions that the Trustees have, including the powers in Schedule 1, may be exercised by the Trustees (subject to any Donated Property Restrictions) in their absolute discretion and from time to time and on such terms and conditions and in such manner and by such means as they think fit.
- 13.4 Without prejudice to the generality of clauses 13.1 to 13.3, the Trustees may engage the Settlor under an appropriate written management contract, to provide any necessary management and administrative services to the Trust, including co-ordination of the activities of other suppliers to the Trust.

## 14. BENEFITS OR ADVANTAGES

- 14.1 Notwithstanding anything to the contrary in this Deed (but subject to clause 14.2), no person with some control over the business of the Trust is able to direct or divert, to their own benefit or advantage an amount from the Trust, except that:
- (a) The Trustees may receive full reimbursement for all costs, charges and expenses properly incurred by the Trustees in connection with the affairs of the Trust;
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- (b) The Trustees may pay reasonable and proper remuneration to any person or firm or company (including a Trustee) in return for services actually rendered to the Trust.

14.2 Clause 14.1 does not apply if and to the extent that there is an amendment to the Tax Act or any other relevant legislation that results in a person with some control over the business of the Trust being able to direct or divert an amount derived by the Trust to their own benefit or advantage without compromising the charitable tax status of the Trust.

14.3 In this clause 14:

- (a) *benefit or advantage* has the meaning given to it in section CW 42(8) of the Tax Act; and
- (b) *person with some control over the business* has the meaning given to it by sections CW 42(5) to (7) of the Tax Act.

## 15. **LIMITATION OF LIABILITY AND INDEMNITY**

15.1 The Trustees are not liable for the consequence of any act or omission or for any loss unless the consequence or loss is attributable to their dishonesty or to the wilful commission by them of any act known by them to be a breach of trust or to the wilful omission by them of any act when the omission is known by them to be a breach of trust.

15.2 The Trustees are not liable for any loss or cost to the Trust by any breaches of trust or defaults of any attorney, delegate, manager, agent or employee appointed or engaged or employed by them, despite any rule of law or equity to the contrary.

## 16. **ACCOUNTS**

16.1 The Trustees must ensure that adequate financial records are kept for the Trust.

16.2 The financial records must present the Trust's receipts, credits, payments, liabilities and all other matters necessary or appropriate in a way that shows the true state and condition of the financial affairs of the Trust.

16.3 The annual accounts of the Trust must be prepared by a chartered accountant appointed by the Trustees.

16.4 The Trustees must have the annual accounts audited.

16.5 The financial records and annual accounts will be kept at such place as the Trustees think fit.

16.6 The Trustees may change the balance date of the Trust.

## 17. **BORROWING**

No lender to the Trust need enquire about the necessity for any borrowing, or the purpose for which it is required, or the use of the money borrowed.

## 18. **ANNUAL REPORT AND ACCOUNTS**

18.1 The Trustees must, within three calendar months after the end of each Income Year, cause to be prepared and furnish:

- (a) an Annual Report on the affairs of the Trust covering the accounting period ending at the end of that Income Year which includes a comparison of performance against the Annual Plan; and
- (b) consolidated financial statements including a balance sheet and income and expenditure statement and notes to those documents so as to give a true and fair view of the financial affairs of the Trust for that Income Year. The financial statements must include as a separate item details of any remuneration or fees paid to any Trustee or any Trustee's firm and details of any premiums paid in respect of Trustees' indemnity insurance.

## 19. PLANS AND REPORTS

### 19.1 Trust to prepare plans and statements of intent

The Trust must:

- (a) prepare a Statement of Intent (which must be reviewed every two years) setting out its long term objectives and the general principles by which it proposes to operate;
- (b) no later than two calendar months before the commencement of each Income Year, prepare an Annual Plan setting out the steps to be taken in the relevant Income Year to fulfil the objectives and principles of the Statement of Intent; and

## 20. PROCEEDINGS OF TRUSTEES

The Rules set out in Schedule 2 will govern the proceedings of the Trustees.

## 21. AMENDMENT OF DEED

Subject to any relevant legislation for the time being in force relating to charitable trusts, the Trustees with the agreement of the Settlor have the power by deed to amend, revoke or add to any of the provisions of this Deed:

- (a) to the extent necessary to correct a manifest error; or
- (b) if and to the extent that it is necessary to do so for the Trust to qualify as a charitable trust under the Tax Act; and
- (c) to the extent otherwise necessary in the Trustees opinion to facilitate the efficient administration of the Trust.

## 22. WINDING UP

22.1 The Trustees may at any time wind up the Trust if the Trustees resolve, through a unanimous resolution of the Trustees, that the Trust need no longer continue.

22.2 On the winding up, the Trustees will pay or apply such of the capital and income of the Trust Fund as then remains towards the furtherance of such of the Objects as the Trustees determine. If the Trustees cannot agree on such application, the income and capital will be paid or applied to such of the Objects as a judge of the High Court of New Zealand directs.

## 23. GOVERNING LAW

The Trust will be governed by and construed in accordance with the laws of New Zealand.

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**24. EXECUTION**

This Deed may be executed in any number of counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument. A party may enter into this Deed by signing any counterpart.

DRAFT

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**SIGNED** by **PAUL SILICH** as trustee of **TE RŪNANGA O NGĀTI TAMA** in the presence of:

\_\_\_\_\_

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation of witness

\_\_\_\_\_  
City/town of residence

**SIGNED** by **CONRAD TAHANA O'CARROLL** as trustee of **TE RŪNANGA O NGĀTI TAMA** in the presence of:

\_\_\_\_\_

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation of witness

\_\_\_\_\_  
City/town of residence

**SIGNED** by **PATRICIA O'CARROLL** as trustee of **TE RŪNANGA O NGĀTI TAMA** in the presence of:

\_\_\_\_\_

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation of witness

\_\_\_\_\_  
City/town of residence

\_\_\_\_\_

**SIGNED** by **FRANCES WHITE** as trustee of **TE RŪNANGA O NGĀTI TAMA** in the presence of:

\_\_\_\_\_

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation of witness

\_\_\_\_\_  
City/town of residence

**SIGNED** by **LARRY CROW** as trustee of **TE RŪNANGA O NGĀTI TAMA** in the presence of:

\_\_\_\_\_

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation of witness

\_\_\_\_\_  
City/town of residence

**SIGNED** by **AMOS WHITE** as trustee of **TE RŪNANGA O NGĀTI TAMA** in the presence of:

\_\_\_\_\_

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation of witness

\_\_\_\_\_  
City/town of residence

\_\_\_\_\_

**SIGNED** by [NAME TRUSTEE] as trustee  
of **NGĀTI TAMA CHARITABLE TRUST** in  
the presence of:

\_\_\_\_\_

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation of witness

\_\_\_\_\_  
City/town of residence

**SIGNED** by [NAME TRUSTEE] as trustee  
of **NGĀTI TAMA CHARITABLE TRUST** in  
the presence of:

\_\_\_\_\_

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation of witness

\_\_\_\_\_  
City/town of residence

**SIGNED** by [NAME TRUSTEE] as trustee  
of **NGĀTI TAMA CHARITABLE TRUST** in  
the presence of:

\_\_\_\_\_

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation of witness

\_\_\_\_\_  
City/town of residence

\_\_\_\_\_



**SCHEDULE 1 - POWERS OF TRUSTEE**

The Trustees have power in accordance with clause 13 of this Deed:

- (a) to sell, call in, and convert into money or other Property the whole or any part of the Trust Fund;
  - (b) in relation to any Property that is part of the Trust Fund:
    - (i) to retain it for so long as they think fit, even if it is of a wasting, speculative or reversionary nature, or might not produce income, or might be decreasing or not increasing in value;
    - (ii) to pay all insurance premiums, rates, taxes, rents and other outgoings in respect of it;
    - (iii) to manage it and effect repairs to it;
    - (iv) to improve or develop or subdivide it;
    - (v) to do anything in connection with it that the Trustee considers will increase the value of it including, for example, adding to any buildings or structures, and entering into leases, tenancy agreements, party wall agreements, easements or profits a prendre;
    - (vi) to grant leases and licences of it;
    - (vii) to make allowances to and with tenants of it and others;
    - (viii) to accept surrenders, waive breaches, and terminate tenancies and licences in relation to it; and
    - (ix) generally to deal with it and manage it as if the Trustees were beneficially entitled to it;
  - (c) to accumulate the income of the Trust Fund;
  - (d) to apply or set aside any part of the Trust Fund towards the payment of any liabilities or obligations incurred or suffered by the Trustees or falling due in future including (without limitation) the repayment of any money under a mortgage or charge or in payment of interest;
  - (e) to carry on any business or venture, and:
    - (i) to use in the business or venture any Property that is part of the Trust Fund;
    - (ii) to form (whether by itself or with others) a company or partnership or venture to carry on the business;
  - (f) to open and maintain a bank account and to decide who will be the signatories to that account;
  - (g) in relation to any Security that is part of the Trust Fund:
    - (i) to exercise any voting or controlling or decision-making rights or powers attaching to it; and
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- (ii) to concur in any reconstruction or amalgamation of it or in any modification of the rights of the holders of it or of others interested in it and generally to act in respect of it;
  - (h) in relation to any company or other body (whether incorporated or unincorporated) or fund:
    - (i) to appoint directors or trustees, or decision-makers or controllers or officers or employees of it;
    - (ii) to consent to any reorganisation or reconstruction of it or dealing with it and any increase or reduction of the capital of it; and
    - (iii) to provide out of the Trust Fund further capital for it whether by advances, loans, deposits, grants, contributions or otherwise (with or without security) or by taking further securities in it;
  - (i) to raise or borrow money (either bearing or free of interest) from any person (including the Settlor);
  - (j) to secure the repayment of money borrowed and any interest on it by mortgage or charge over all or any of the Property that is part of the Trust Fund;
  - (k) to apply money borrowed for any of the purposes for which the income or the capital of the Trust Fund may be applied, used or invested;
  - (l) in relation to any insurance policy that is part of the Trust Fund:
    - (i) to pay the premiums on it, out of income or capital;
    - (ii) to surrender it;
    - (iii) to convert it into a fully paid up policy;
    - (iv) to accept a new policy or policies for it; and
    - (v) to agree with the insurer on any variation of it;
  - (m) to enter into any contract of indemnity, or act as surety, or give any guarantee, and to give any security in support;
  - (n) to set apart any portion of the Trust Fund:
    - (i) as a sub-trust, or
    - (ii) as a special endowment, or
    - (iii) for a special purpose, or
    - (iv) under any special or distinguishing name -
    - (v) and the portion set apart and any accretions to it may be applied for the purpose for which it was set apart or for any other purpose authorised by this Deed;
  - (o) to advertise the Trust and the Objects;
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- (p) subject to clause 12.4, to seek, receive or decline conveyances, transfers, gifts, devises, donations and bequests of Property;
  - (q) to obtain incorporation or registration of the Trust in accordance with any law from time to time in force relating to charitable trusts;
  - (r) to appoint or engage or employ any person or company (including any of the Settlor and the Trustee) for any period:
    - (i) as an expert or professional person or entity to advise on or carry out any of the trusts and powers authorised by this Deed; and
    - (ii) as an attorney or delegate for the Trust in New Zealand or elsewhere for all or any of the purposes of the Trust; and
    - (iii) as a manager or agent for or on behalf of the Trust in all or any matters relating to the management and the control of the Trust and any business owned by the Trust or in which it is concerned, including under clause 12.4; and
    - (iv) as a secretary of the Trust; and
    - (v) as an employee of the Trust in all or any matters relating to the Trust;
  - (s) to act upon any opinion or advice or information obtained from a person or entity referred to in paragraph (r)(i) of this rule;
  - (t) to determine all questions and matters of doubt which may arise in the course of the management, administration, investment, realisation, distribution, liquidation, partition, resettlement or winding up of the Trust Fund or the Trust;
  - (u) generally to do all such other lawful acts and things that are incidental or conducive to the attainment of the Objects; and
  - (v) subject to clause 14 of this Deed, to pay from the income or capital of the Trust Fund any costs or expenses incurred in the course of the Trustees discharging, carrying out or exercising any of their duties and powers.
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## **SCHEDULE 2 - RULES GOVERNING THE PROCEEDINGS OF THE TRUSTEES**

### **1. Meetings**

- 1.1 The Trustees will meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Any two Trustees may at any time summon a meeting of the Trustees.
- 1.2 Meetings will be called as required to fulfil the Trust's functions.
- 1.3 At their first meeting, the Trustees must appoint one of the Trustees to be the Chairperson of Trustees for a term of one year from the date of appointment. The Chairperson must thereafter be elected annually by the Trustees.
- 1.4 The Trustees may also elect one Trustee to act as Treasurer and one Trustee to act as Secretary either as the need arises or from year to year as the Trustees may decide.

### **2. Notice of meeting**

- 2.1 Written notice of every meeting, must be either hand-delivered, posted, sent by facsimile, or sent by email to each Trustee at least seven days before the date of the meeting. However, it will not be necessary to give notice of a meeting of Trustees to any Trustees for the time being absent from New Zealand. No notice will be required for adjourned meetings except to those Trustees who were not present when the meeting was adjourned.
- 2.2 Every notice of a meeting must state the place, day and time of the meeting, and the subject-matter of the meeting.
- 2.3 The requirement for notice of a meeting may be waived if all the Trustees who are for the time being in New Zealand give their written consent to such a waiver.

### **3. Quorum**

- 3.1 A majority of Trustees will constitute a quorum at meetings of the Trustees.

### **4. Proceedings at meetings**

- 4.1 Questions arising at any meeting will be decided by a majority of votes. In the case of an equality of votes, the Chairperson will have a second or casting vote.
  - 4.2 The Chairperson must take the chair at all the meetings of the Trustees. If the Chairperson cannot be present, or is not present within 10 minutes of the time appointed for any meeting, the Trustees present must elect one of their number to be Chairperson of the meeting.
  - 4.3 The Trustees may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the minimum number of two by this Deed, the continuing Trustee or Trustees may act only for the purpose of appointing a new Trustee or Trustees to fill any vacancy or vacancies, and for no other purpose.
  - 4.4 All acts done by any meeting of the Trustees or of any committee will, notwithstanding that it is afterwards discovered that there was some defect in the appointment of such Trustee or person co-opted to any committee, or that they were disqualified, be valid as if every such person had been duly appointed and was qualified to act.
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## 5. Committees

- 5.1 The Trustees may appoint sub-committees, ad hoc committees or executive committees as they may from time to time think expedient for carrying out any of the purposes of the Trust.
- 5.2 Any such committee may co-opt any other person, whether a Trustee or not, to be a member of that committee. Subject to these Rules and to any directions that the Trustees might give, each committee may regulate its own procedure.
- 5.3 The decisions of all committees will be subject to the approval of the Trustees.

## 6. Resolutions

A written resolution signed by all the Trustees or by all the members of a committee will be as effective for all purposes as a resolution passed at a properly convened and conducted meeting of the Trustees or of that committee (as the case may be). Such a resolution may comprise several duplicated documents, each signed by one or more of the Trustees or members of the committee (as the case may be).

## 7. Minutes

- 7.1 The Trustees must keep a proper record in a minute book of the Trust of all decisions taken and business transacted at every meeting of the Trustees.
- 7.2 Any minute of the proceedings at a meeting which is purported to be signed by the Chairperson of that meeting or by the Chairperson of the next succeeding meeting will be evidence of those proceedings.
- 7.3 Where minutes of the proceedings at a meeting of the Trustees has been made in accordance with the provisions of this rule then, until the contrary is proved, the meeting will be deemed to have been properly convened and its proceedings to have been properly conducted.

## 8. Teleconference and Virtual meetings

- 8.1 For the purposes of these Rules a teleconference or virtual meeting between a number of Trustees or committee members who constitute a quorum, together with the Secretary or another person acting as a Secretary, will be deemed to constitute a meeting of the Trustees or the committee members (as the case may be). All the provisions in these Rules relating to meetings will apply to teleconference meetings so long as the following conditions are met:
- (a) all of the Trustees or committee members (as the case may be) for the time being entitled to receive notice of a meeting will be entitled to notice of a teleconference or virtual meeting and to be linked for the purposes of such a meeting;
  - (b) throughout the teleconference or virtual meeting each participant and the Secretary or person acting as a Secretary must be able to hear each of the other participants taking part;
  - (c) at the beginning of the teleconference or virtual meeting each participant must acknowledge his or her presence for the purpose of that meeting to all the others taking part;
  - (d) a participant may not leave the teleconference or virtual meeting by disconnecting his or her telephone or other means of communication without first obtaining the
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Chairperson's express consent. Accordingly, a participant will be conclusively presumed to have been present and to have formed part of the quorum at all times during the teleconference or virtual meeting unless he or she leaves the meeting with the Chairperson's express consent; and

- (e) a minute of the proceedings at the teleconference meeting will be sufficient evidence of those proceedings, and of the observance of all necessary formalities, if certified as a correct minute by the Chairperson of that meeting.

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